



Southern Pacific Lines

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0100118028

Lenona Young
Paralegal

Law Department

February 11, 1994

RECORDATION NO. 9654-NM
FILED 1425

FEB 16 1994 - 12 20 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Conditional Sale Agreement and Agreement and Assignment dated as of August 1, 1978, between each of Southern Pacific Transportation Company, CoreStates Bank, N.A., Assignee, General Electric Company, General Motors Corporation (Electro-Motive Division), Greenville Steel Car Company, PACCAR Inc., Portec, Inc. (Paragon Division), Pullman Incorporated (Pullman Standard Division), and Thrall Car Manufacturing Company

Dear Mr. Strickland:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, an original and four fully executed counterparts of a Declaration of Full Payment, dated as of February 8, 1994, executed by CoreStates Bank, N.A. (formerly First Pennsylvania Bank, N.A.), to the above-entitled Conditional Sale Agreement and Agreement and Assignment dated as of August 1, 1978. The enclosed document is a secondary document, as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Conditional Sale Agreement and Agreement and Assignment dated as of August 1, 1978, between each of Southern Pacific Transportation Company ("SPTCo"), General Electric Company ("GEC"), General Motors Corporation (Electro-Motive Division) ("GMC EMD"), Greenville SteelCar Company ("Greenville"), PACCAR Inc. ("PACCAR"), Portec, Inc. (Paragon Division) ("Portec"), Pullman Incorporated (Pullman Standard Division) ("Pullman"), Thrall Car Manufacturing Company ("Thrall"), and

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CoreStates Bank, N.A. ("CoreStates") recorded on August 25, 1978 at 4:10 PM, assigned Recordation No. 9654;

Amendment Agreement dated as of October 10, 1978, between SPTCo, CoreStates Bank, N.A. ("CoreStates"), and Thrall, recorded on October 13, 1978, at 3:50 PM, assigned Recordation No. 9654-A;

Amendment Agreement dated as of January 1, 1979, between SPTCo, CoreStates, and Thrall, recorded on January 5, 1979, at 2:05 PM, assigned Recordation No. 9654-B;

Amendment Agreement dated as of October 15, 1979, between SPTCo, CoreStates, and PACCAR, recorded on November 5, 1979, at 11:05 AM, assigned Recordation No. 9654-C;

First Supplemental Agreement dated as of August 1, 1986, between SPTCo, CoreStates, and Greenville, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-D;

Assignment and Transfer of Certain Road Equipment dated as of August 1, 1986, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-E;

Second Supplemental Agreement dated as of August 1, 1986, between SPTCo, CoreStates, and Thrall, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-F;

Assignment and Transfer of Certain Road Equipment dated as of August 1, 1986, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-G;

Third Supplemental Agreement dated as of May 15, 1987, between SPTCo, CoreStates, and GECO, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-H;

Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-I;

Fourth Supplemental Agreement dated as of May 15, 1987, between SPTCo, CoreStates, and GMC EMD, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-J;

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Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-K;

Fifth Supplemental Agreement dated as of May 15, 1987, between SPTCo, CoreStates, and Greenville, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-L;

Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-M;

Sixth Supplemental Agreement dated as of December 2, 1991, between SPTCo, CoreStates, and Greenville, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-N;

Assignment and Transfer of Certain Road Equipment dated as of December 2, 1991, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-O;

Seventh Supplemental Agreement dated as of December 2, 1991, between SPTCo, CoreStates, and PACCAR, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-P;

Assignment and Transfer of Certain Road Equipment dated as of December 2, 1991, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-Q;

Eighth Supplemental Agreement dated as of December 2, 1991, between SPTCo, CoreStates, and Pullman, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-R;

Assignment and Transfer of Certain Road Equipment dated as of December 2, 1991, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-S;

Ninth Supplemental Agreement dated as of December 2, 1991, between SPTCo, CoreStates, and Thrall, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-T;

Assignment and Transfer of Certain Road Equipment dated as of December 2, 1991, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-U;

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Tenth Supplemental Agreement dated as of March 1, 1992, between SPTCo, CoreStates, and GMC EMD, recorded on April 7, 1992, at 1:05 PM, assigned Recordation No. 9654-V;

Assignment and Transfer of Certain Road Equipment dated as of March 1, 1992, recorded on April 7, 1992, at 1:05 PM, assigned Recordation No. 9654-W;

Eleventh Supplemental Agreement dated as of March 1, 1992, between SPTCo, CoreStates, and Greenville, recorded on April 7, 1992, at 1:05 PM, assigned Recordation No. 9654-X;

Assignment and Transfer of Certain Road Equipment dated as of March 1, 1992, recorded on April 7, 1992, at 1:05 PM, assigned Recordation No. 9654-Y;

Twelfth Supplemental Agreement dated as of May 1, 1992, between SPTCo, CoreStates, and Greenville, recorded on June 5, 1992, at 9:50 AM, assigned Recordation No. 9654-Z;

Assignment and Transfer of Certain Road Equipment dated as of May 1, 1992, recorded on June 5, 1992, at 9:50 AM, assigned Recordation No. 9654-AA;

Thirteenth Supplemental Agreement dated as of May 1, 1992, between SPTCo, CoreStates, and PACCAR, recorded on June 5, 1992, at 9:50 AM, assigned Recordation No. 9654-BB;

Assignment and Transfer of Certain Road Equipment dated as of May 1, 1992, recorded on June 5, 1992, at 9:50 AM, assigned Recordation No. 9654-CC;

Fourteenth Supplemental Agreement dated as of May 1, 1992, between SPTCo, CoreStates, and Pullman, recorded on June 5, 1992, at 9:50 AM, assigned Recordation No. 9654-DD;

Assignment and Transfer of Certain Road Equipment dated as of May 1, 1992, recorded on June 5, 1992, at 9:50 AM, assigned Recordation No. 9654-EE;

Fifteenth Supplemental Agreement dated as of May 1, 1992, between SPTCo, CoreStates, and Thrall, recorded on June 5, 1992, at 9:50 AM, assigned Recordation No. 9654-FF;

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Assignment and Transfer of Certain Road Equipment dated as of May 1, 1992, recorded on June 5, 1992, at 9:50 AM, assigned Recordation No. 9654-GG;

Sixteenth Supplemental Agreement dated as of September 23, 1992, between SPTCo, CoreStates, and Greenville, recorded on September 28, 1992, at 2:10 PM, assigned Recordation No. 9654-HH;

Assignment and Transfer of Certain Road Equipment dated as of September 23, 1992, recorded on September 28, 1992, at 2:10 PM, assigned Recordation No. 9654-II;

Seventeenth Supplemental Agreement dated as of September 23, 1992, between SPTCo, CoreStates, and Paccar, recorded on September 28, 1992, at 2:10 PM, assigned Recordation No. 9654-JJ;

Assignment and Transfer of Certain Road Equipment dated as of September 23, 1992, recorded on September 28, 1992, at 2:10 PM, assigned Recordation No. 9654-KK;

Assignment and Transfer of Certain Road Equipment dated as of December 1, 1992, recorded on December 21, 1992, at 10:30 AM, assigned Recordation No. 9654-LL; and

Assignment and Transfer of Certain Road Equipment dated as of March 15, 1993, recorded on March 26, 1993, at 3:45 PM, assigned Recordation No. 9654-MM.

In connection with the recording of the Declaration of Full Payment dated as of February 8, 1994, to the Conditional Sale Agreement dated as of August 1, 1978, the following information is set forth:

Name and Address of Agent - Assignee:

CoreStates Bank, N.A.
510 Walnut Street
Philadelphia, Pennsylvania 19106

Name and Address of Vendee:

Southern Pacific Transportation Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

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Also enclosed is a check in the amount of \$18 to cover the required recordation fee.

When the recording of the Declaration of Full Payment has been completed, will you please endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you, and return four (4) of the same to the undersigned.

A short summary of the enclosed document to appear in the Commission's index follows:

Declaration of Full Payment dated as of February 8, 1994, executed by CoreStates Bank, N.A., covering 391 hopper cars, 31 flat cars, 17 box cars, 143 locomotives, and 356 gondola cars.

Very truly yours,

Lenora Young

Enclosures

1CC Copy
1CC Recordation
9654-NN

CONDITIONAL SALE AGREEMENT

RECORDATION NO. 9654-NH FILED 1425

FEB 16 1994 - 12 20 PM

INTERSTATE COMMERCE COMMISSION

Between Each of

GENERAL ELECTRIC COMPANY,

GENERAL MOTORS CORPORATION (Electro-Motive Division),

GREENVILLE STEEL CAR COMPANY,

PACCAR INC.,

PORTEC, INC. (Paragon Division),

PULLMAN INCORPORATED (Pullman Standard Division),

THRALL CAR MANUFACTURING COMPANY,

and

SOUTHERN PACIFIC TRANSPORTATION COMPANY

Dated as of

August 1, 1978

DECLARATION OF FULL PAYMENT

Conditional Sale Agreement
Between Each of
General Electric Company,
General Motors Corporation (Electro-Motive Division),
Greenville Steel Car Company,
PACCAR Inc.,
Portec, Inc. (Paragon Division),
Pullman Incorporated (Pullman Standard Division),
Thrall Car Manufacturing Company,
and
Southern Pacific Transportation Company
dated as of August 1, 1978

DECLARATION OF FULL PAYMENT

CORESTATES BANK, N.A. (formerly First Pennsylvania Bank, N.A.), a national banking association duly organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, does hereby certify that certain Conditional Sale Agreement dated as of August 1, 1978, by and between each of GENERAL ELECTRIC COMPANY, GENERAL MOTORS CORPORATION (Electro-Motive Division), GREENVILLE STEEL CAR COMPANY, PACCAR INC., PORTEC, INC. (Paragon Division), PULLMAN INCORPORATED (Pullman Standard Division), THRALL CAR MANUFACTURING COMPANY, and SOUTHERN PACIFIC TRANSPORTATION COMPANY, covering the construction, sale and delivery to said Southern Pacific Transportation Company of the 32 flat cars, 32 enclosed tri-level auto racks, 500 hopper cars, 370 gondola cars, and 139 locomotives therein described and as amended by Amendment Agreements dated as of October 13, 1978 and January 1, 1979; as amended by Amendment Agreement dated as of October 15, 1979 adding 7 box cars; as supplemented by First Supplemental Agreement dated as of August 1, 1986, substituting 3 locomotives

for 36 hopper cars which were destroyed; as supplemented by Second Supplemental Agreement dated as of August 1, 1986, substituting 1 locomotive for 6 gondola cars which were destroyed; as supplemented by Third Supplemental Agreement dated as of May 15, 1987, substituting 1 locomotive for 1 locomotive which was destroyed; as supplemented by Fourth Supplemental Agreement dated as of May 15, 1987, substituting 2 locomotives for 1 locomotive which was destroyed; as supplemented by Fifth Supplemental Agreement dated as of May 15, 1987, substituting 5 hopper cars for 4 hopper cars which were destroyed; as supplemented by Sixth Supplemental Agreement dated as of December 2, 1991, substituting 6 box cars and 9 hopper cars for 22 hopper cars which were destroyed; as supplemented by Seventh Supplemental Agreement dated as of December 2, 1991, substituting 3 box cars for 5 gondola cars which were destroyed; as supplemented by Eighth Supplemental Agreement dated as of December 2, 1991, substituting 1 box car for 1 flat car which was destroyed; as supplemented by Ninth Supplemental Agreement dated as of December 2, 1991, substituting 1 locomotive and 3 hopper cars for 1 locomotive and 3 gondola cars which were destroyed; as supplemented by Tenth Supplemental Agreement dated as of March 1, 1992, substituting 4 locomotives for 5 locomotives which were destroyed; as supplemented by Eleventh Supplemental Agreement dated as of March 1, 1992, substituting 1 locomotive for 21 hopper cars which were destroyed; as supplemented by Twelfth Supplemental Agreement dated as of May 1, 1992, substituting 5 box cars for 6 box cars which were destroyed; as supplemented by Thirteenth Supplemental Agreement dated as of May 1, 1992, substituting 2 box cars for 2 box cars which were destroyed; as supplemented by

Fourteenth Supplemental Agreement dated as of May 1, 1992, substituting 1 box car for 1 box car which was destroyed; as supplemented by Fifteenth Supplemental Agreement dated as of May 1, 1992, substituting 1 locomotive for 1 locomotive which was destroyed; as supplemented by Sixteenth Supplemental Agreement dated as of September 23, 1992, substituting 1 locomotive for 19 hopper cars which were destroyed; and as supplemented by Seventeenth Supplemental Agreement dated as of September 23, 1992, substituting 1 box car for 2 gondola cars which were destroyed; said Conditional Sale Agreement being by General Electric Company, General Motors Corporation (Electro-Motive Division), Greenville Steel Car Company, PACCAR Inc., Portec, Inc. (Paragon Division), Pullman Incorporated (Pullman Standard Division), and Thrall Car Manufacturing Company assigned to CoreStates Bank, N.A. by Agreement and Assignment dated as of August 1, 1978, has been fully satisfied, paid and discharged.

CoreStates Bank, N.A. does hereby acknowledge and declare that the purchase money for the equipment covered by said Conditional Sale Agreement, said Amendment Agreements and said Supplemental Agreements has been paid in full; that all of the terms and conditions of said Conditional Sale Agreement have been performed; that Southern Pacific Transportation Company has made all payments and met all charges required by the said Conditional Sale Agreement; that all of the indebtedness under said Conditional Sale Agreement and the interest thereon have been satisfied; and that the said Conditional Sale Agreement has terminated.

CoreStates Bank, N.A. does hereby consent that the record of its title to all the equipment covered by said Conditional Sale

Agreement be canceled and discharged and that this Declaration may be filed or recorded or noted on the margin of the record of said Conditional Sale Agreement wherever the same may have been filed or recorded.

IN WITNESS WHEREOF, CoreStates Bank, N.A. has caused this instrument to be executed in several counterparts by its proper officers thereunto duly authorized and its corporate seal to be hereto affixed this 8th day of February, 1994.

CORESTATES BANK, N.A.

By C. Wind
Corporate Trust Officer

Attest:

[Signature]
Assistant Vice President

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 8th day of February, 1994, before me personally appeared CATHY WIEDECKE, to me personally known, who being by me duly sworn, says that she is Corporate Trust Officer of CORESTATES BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said bank; that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Jonathan R. Wright
Notary Public

NOTARIAL SEAL
JONATHAN R. WRIGHT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Jan 19 1998