

# Southern Pacific Transportation Company

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APR 24 1984 April 19, 1984

APR 24 1984 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

10.00 4-115A038

ICC Washington, D. C.

RECORDATION NO. 7256 Filed 1425

APR 24 1984 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne  
Secretary  
Interstate Commerce Commission  
Twelfth Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of  
September 1, 1973, among Southern Pacific  
Transportation Company, Metropolitan Life  
Insurance Company, as Assignee, and  
Bethlehem Steel Corporation

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) counterparts each of Second Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of March 30, 1984, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company, amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of September 1, 1973, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Agreement of Conditional Sale dated as of September 1, 1973, between Bethlehem Steel Corporation and Southern Pacific Transportation Company, recorded on December 4, 1973, at 3:10 PM, assigned Recordation No. 7256;

Amendment Agreement dated as of May 1, 1976, recorded on June 8, 1976, at 2:55 PM, assigned Recordation No. 7256-A; and

*Vertical handwritten notes on the left margin, including the word "Agreement" and other illegible scribbles.*

Mr. James H. Bayne  
Page Two  
April 19, 1984

First Supplemental Agreement dated September 1, 1981, recorded on September 28, 1981, at 2:00 PM, assigned Recordation No. 7256-B.

In connection with the recording of the enclosed Second Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of March 30, 1984, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Second Supplemental Agreement dated as of March 30, 1984, between Southern Pacific Transportation Company Vendee, and Metropolitan Life Insurance Company, Assignee.

General Description of Equipment Covered by  
Second Supplemental Agreement

<u>Number of Units</u>	<u>Description</u>
18	70-ton, 52' 8" Box cars; Pullman Inc. (Pullman Standard Division), builder; lettered SP and numbered 248040, 248041, 248044, and 248046 through 248060.

Assignment and Transfer of Certain Road Equipment dated as of March 30, 1984, among Southern Pacific Transportation Company, Vendee, Metropolitan Life Insurance Company, Assignee, and Bethlehem Steel Corporation, Builder.

General Description of Equipment Covered by  
Assignment and Transfer of Certain Road Equipment

<u>Number of Units</u>	<u>Description</u>
76	70-ton flat cars; Bethlehem Steel Corporation, builder; lettered SP and numbered 515650-515654, 515657, 515658, 515660-515668, 515670, 515672-515674, 515676-515682, 515685-515697, 515699-515701, 515705-515707, 515709, 515714-515725, 515727, 515728, 515730, 515732-515739, 515743-515747, and 515749.

Mr. James H. Bayne  
Page Three  
April 19, 1984

When the recording of the Second Supplemental Agreement and the Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you by our representative herewith, and return the remainder of the same to her.

Very truly yours,

  
Stuart E. Vaughn

Enclosures

RECORDATION NO. 7256-8 Filed 1425

APR 24 1984 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY  
AGREEMENT OF CONDITIONAL SALE  
DATED AS OF SEPTEMBER 1, 1973

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of March 30, 1984

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METROPOLITAN LIFE INSURANCE COMPANY

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

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ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the thirtieth day of March, 1984, by METROPOLITAN LIFE INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of New York, Assignee under the Conditional Sale Agreement hereinafter mentioned (hereinafter called the "Assignee"), to SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, by a certain Agreement of Conditional Sale, bearing date as of September 1, 1973, by and between Bethlehem Steel Corporation, a corporation organized and existing under the laws of the State of Delaware (hereinafter called the "Builder"), and the Company, pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of flat cars, all as described in the Agreement of Conditional Sale (hereinafter called the "Conditional Sale Agreement"); and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of September 1, 1973 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, certain flat cars comprising said Equipment (hereinafter collectively called "Unsuitable Equipment") have become unsuitable for use by the Company, and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Unsuitable Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically described in the Second Supplemental Agreement dated as of March 30, 1984 ("Second Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
76	70-ton flat cars; Bethlehem Steel Corporation, builder; lettered SP and numbered 515650-515654, 515657, 515658, 515660-515668, 515670, 515672-515674, 515676-515682, 515685-515697, 515699-515701, 515705-515707, 515709, 515714-515725, 515727, 515728, 515730, 515732-515739, 515743-515747, and 515749.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale Agreement, including all payments required of it to be made, and as a result of such goodstanding and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the Second Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under the provisions of Article 8 of said Conditional Sale Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Assignee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the said Conditional Sale Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee in and to the said Destroyed Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Assignee does hereby constitute and appoint THOMAS F. COOLICAN to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the State of New York or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Conditional Sale Agreement, with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 12th day of April, 1984.

METROPOLITAN LIFE INSURANCE COMPANY

By Thomas F. Rulian  
Attorney

ATTEST:

By John C. Kwan  
Associate General Counsel

  
Assistant Secretary

STATE OF NEW YORK )  
CITY AND COUNTY OF NEW YORK ) ss.

On this 12th day of April, 1984, before me personally appeared John C. Kelsh and Thomas F. Coolican, to me personally known, who, being by me duly sworn, say that they are an Associate General Counsel and an Attorney, respectively, of METROPOLITAN LIFE INSURANCE COMPANY; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Diane Baldeh*  
Notary Public

DIANE BALDELLI  
NOTARY PUBLIC, State of New York  
No. 24-4779489  
Qualified in Kings County  
Certificate filed in Kings County  
Commission Expires March 30, 1985