

# Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1000

THORMUND A. MILLER  
VICE PRESIDENT AND GENERAL COUNSEL

RECORDATION NO. 7301-B Filed 1425

JOHN J. CORRIGAN  
GENERAL SOLICITOR  
DOUGLAS E. STEPHENSON  
JOHN MACDONALD SMITH  
SENIOR GENERAL ATTORNEYS

AUG 18 1987 -3 40 PM

ROBERT S. BOGASON  
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CAROL A. HARRIS  
LELAND E. BUTLER  
GENERAL ATTORNEYS

August 12, 1987

INTERSTATE COMMERCE COMMISSION

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JONATHAN M. FIL  
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RECORDATION NO. 7301-C Filed 1425

AUG 18 1987 -3 40 PM

INTERSTATE COMMERCE COMMISSION

WRITER'S DIRECT DIAL NUMBER

415) 541-1757

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Ms. Noreta R. McGee  
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  
General Motors Corporation

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of First Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of June 1, 1987, 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:

Ms. Noreta R. McGee  
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Agreement of Conditional Sale dated as of September 1, 1973, between General Motors Corporation (Electro-Motive Division) and Southern Pacific Transportation Company, recorded on January 17, 1974, at 2:25 PM, assigned Recordation No. 7301; and

Amendment Agreement dated as of May 1, 1976, recorded on June 8, 1976, at 2:55 PM, assigned Recordation No. 7301-A.

In connection with the recording of the enclosed First Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of June 1, 1987, 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:

First Supplemental Agreement dated as of June 1, 1987, between Southern Pacific Transportation Company Vendee, and Metropolitan Life Insurance Company, Assignee.

General Description of Equipment Covered by  
First Supplemental Agreement

| <u>Number<br/>of Units</u> | <u>Description</u>  |
|----------------------------|---|
| 1                          | Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 4121 (GRIP Date - March 1978). |

Assignment and Transfer of Certain Road Equipment dated as of June 1, 1987, among Southern Pacific Transportation Company, Vendee, Metropolitan Life Insurance Company, Assignee, and General Motors Corporation (Electro-Motive Division), Builder.

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

| <u>Number<br/>of Units</u> | <u>Description</u>   |
|----------------------------|--|
| 1                          | Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 9321. |

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When the recording of the First Supplemental Agreement and the Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof, and return the remainder of the same to the undersigned.

Very truly yours,



Lenona Young  
Legal Assistant

Enclosures

cc: Mr. E. L. Johnson  
(Attn: Mr. C. D. Tyler)

OFFICE OF THE SECRETARY

Lenona Young  
Legal Assistant  
Southern Pacific Building  
One Market Plaza  
San Francisco, CA. 94105

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8-18-87 at 3:40PM, and assigned re-  
recording number(s). 7423-H&I, 7573-H & I, 7765-H&I, 7850-J&K, 8541-H&I  
8947-G&H, 9339-F&G, 9928-E&F, 10265-J&K, 10631-J&K, 11665-B&C, 6941-L&M, 7855-L&M,  
7320-B&C, 7301-B&C

Sincerely yours,

*Noreta L. McGehee*  
Secretary

Enclosure(s)

ICC's  
his Should Be  
# 7301-B

FIRST  
SUPPLEMENTAL AGREEMENT

RECORDATION NO. 7301-B Filed 142b

AUG 18 1987 -3 49 PM  
INTERSTATE COMMERCE COMMISSION

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of June 1, 1987, by and between Southern Pacific Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and Metropolitan Life Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of New York (said Company hereinafter called "Assignee"), with a principal office and place of business at One Madison Avenue, New York, New York, as Agent acting under an Agreement dated as of the first day of September, 1973.

WITNESSETH

WHEREAS, General Motors Corporation (Electro-Motive Division), a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Builder"), and the Company have entered into an Conditional Sale Agreement dated as of September 1, 1973 (hereinafter called "Conditional Sale Agreement"), 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 diesel locomotives, all as described therein; 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, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on January 17, 1974, and assigned Recordation No. 7301; and

WHEREAS, a certain locomotive (hereinafter called "Unsuitable Equipment") comprising said Equipment has become unsuitable for use, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Unsuitable Equipment; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

| <u>Number of<br/>Units</u> | <u>Description</u>  |
|----------------------------|---|
| 1                          | Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 4121 (GRIP Date - March 1978). |

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this First Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This First Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract,

which shall be sufficiently evidenced by any such original counterpart. Although this First Supplemental Agreement is dated for convenience as of June 1, 1987, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Agreement to be duly executed as of the date first above written.

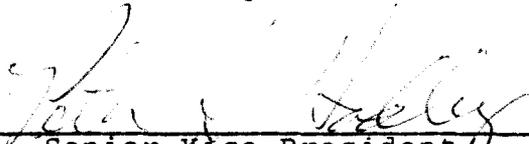
SOUTHERN PACIFIC  
TRANSPORTATION COMPANY

By   
Treasurer

Attest:

  
Assistant Secretary

METROPOLITAN LIFE INSURANCE  
COMPANY, as Assignee

By   
Senior Vice President

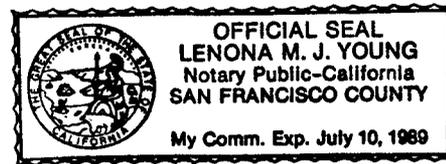
Attest:

  
Assistant Secretary

STATE OF CALIFORNIA )  
 ) ss.  
CITY AND COUNTY OF SAN FRANCISCO )

On this 1st day of June, 1987, before me personally appeared E. F. GRADY, to me personally known, who being by me duly sworn, says that he is Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Lenona M. J. Young*  
\_\_\_\_\_  
Notary Public



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

On this 22nd day of June, 1987, before me personally appeared PETER S. HADLEY, to me personally known, who, being by me duly sworn, says that he is Senior Vice President of METROPOLITAN LIFE INSURANCE COMPANY; that one of the seals 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Brian C. Crombie  
Notary Public

BRIAN C. CROMBIE  
NOTARY PUBLIC, State of New York  
No. 43-4849121  
Qualified in Richmond County  
Commission Expires October 31, 1989