

Southern Pacific Transportation Company

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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 Second Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of January 15, 1988, 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:

FEB 22 1988 3:00 PM

RECORDATION NO. 7301-S

Filed 1425

February 17, 1988

Date 2-22-88
Fee \$ 20.00

ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

FEB 22 1988 3:00 PM

RECORDATION NO. 7301-E
Filed 1425

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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;

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

First Supplemental Agreement dated as of June 1, 1987, recorded on August 18, 1987, at 3:40 PM, assigned Recordation No. 7301-B; and

Assignment and Transfer of Certain Road Equipment dated as of June 1, 1987, recorded on August 18, 1987, at 3:40 PM, assigned Recordation No. 7301-C.

In connection with the recording of the enclosed Second Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of January 15, 1988, 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 January 15, 1988, 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>
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 3851 (GRIP Date - July 1977).

Assignment and Transfer of Certain Road Equipment dated as of January 15, 1988, among Southern Pacific Transportation Company, Vendee, Metropolitan Life Insurance Company, Assignee, and General Motors Corporation (Electro-Motive Division), Builder.

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

<u>Number of Units</u>	<u>Description</u>
2	Diesel Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 9320 and 9326.

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, 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)

SOUTHERN PACIFIC TRANSPORTATION COMPANY

CONDITIONAL SALE AGREEMENT

DATED AS OF SEPTEMBER 1, 1973 INTERSTATE COMMERCE COMMISSION

FEB 22 1988 3-0 000

RECORDATION NO. 7301-K Filed 1425

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of January 15, 1988

METROPOLITAN LIFE INSURANCE COMPANY

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

FEB 22 1988 3-00 PM

ASSIGNMENT AND TRANSFER OF CERTAIN ~~RAILROAD~~ ^{7501-E} ~~EQUIPMENT~~, dated as of the fifteenth day of January, 1988, 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 herein-after 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 Conditional Sale Agreement, bearing date as of September 1, 1973, by and between General Motors Corporation (Electro-Motive Division), 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 diesel locomotives, all as described in the Conditional Sale Agreement (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 locomotives comprising said Equipment (hereinafter 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 January 15, 1988 ("Second Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
2	Diesel Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 9320 and 9326.

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 good standing 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 Unsuitable 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 LOUIS J. RAGUSA 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 11th day of February, 1988.

METROPOLITAN LIFE INSURANCE COMPANY

By James J. Rogers
Attorney

By Thomas G. Jenkins
Assistant General Counsel

ATTEST:

Mark A. Blair
Assistant Secretary

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

On this 11th day of February, 1988 before me personally appeared THOMAS F. COOLICAN and LOUIS J. RAGUSA, to me personally known, who, being by me duly sworn, say that they are Assistant 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 Baldelli
Notary Public

DIANE BALDELLI
Notary Public, State of New York
No. 24-4779489
Qualified in Kings County
Certificate filed in New York County
Commission Expires October 31, 1989