

Southern Pacific Transportation Company

RECORDATION NO. 7876 F
Filed 1425

Southern Pacific Building - One Market Plaza
San Francisco, California 94105
(415) 541-1000

JAN 22 1986 - 2 25 PM

INTERSTATE COMMERCE COMMISSION

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CAROL A. HARRIS
CRAIG J. WHITNEY
GENERAL ATTORNEYS

THORMUND A. MILLER
VICE PRESIDENT AND GENERAL COUNSEL

RECORDATION NO. 7876 F
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INTERSTATE COMMERCE COMMISSION

January 16, 1986

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CLAUDE F. KOLM
ATTORNEYS

WRITER'S DIRECT DIAL NUMBER
(415) 541-1757

6-022A037

No.
Date JAN 22 1986
Fee \$ 20.00

ICC Washington, D. C.

JAN 22 2 13 PM '86

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

Re: Agreement of Conditional Sale dated as of
March 1, 1975, between Southern Pacific
Transportation Company, Metropolitan Life
Insurance Company and General Motors
Corporation (Electro-Motive Division)

Dear Mr. Bayne:

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 November 15, 1985, 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 March 1, 1975, 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:

Mr. James H. Bayne
Page Two
January 16, 1986

Agreement of Conditional Sale dated as of March 1, 1975, between General Motors Corporation, Thrall Car Manufacturing Company, PACCAR, Inc., and Southern Pacific Transportation Company, recorded on March 28, 1975, at 3:15 p.m., and assigned Recordation No. 7876.

In connection with the recording of the enclosed First Supplemental Agreement and Assignment and Transfer, each dated as of November 15, 1985, 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 November 15, 1985, between Southern Pacific Transportation Company, Vendee, and Metropolitan Life Insurance Company, Assignee.

General Description of Equipment Covered by
First Supplemental Agreement

<u>Number Of Units</u>	<u>Description</u>
2	Diesel Locomotives; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 3800 (GRIP Date-January, 1977), and 3801 (GRIP Date-March, 1977).

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

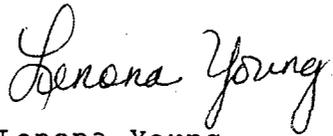
<u>Number Of Units</u>	<u>Description</u>
1	Switching Locomotive; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 2723.

When the recording of the First Supplemental Agreement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information,

Mr. James H. Bayne
Page Three
January 16, 1986

all executed counterparts thereof, and return the remainder
of the same to the undersigned.

Very truly yours,

A handwritten signature in cursive script that reads "Lenona Young". The signature is written in dark ink and is positioned above the typed name and title.

Lenona Young
Legal Assistant

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

1/22/86

OFFICE OF THE SECRETARY

Lenona Young
Legal Assistant
Southern Pacific Transportation Co.
Southern Pacific Building
One Market Plaza
San Francisco, Calif. 94105

Dear
Sir:

The enclosed document (s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/22/86 at 2:25pm , and assigned re-
recording number (s).

7876-E, 7876-F, 7876-G, 7876-H, 7876-H, 7876-J
Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

REGISTRATION NO. 7876-F Filed 1425

JAN 22 1986 -2 25 PM

INTERSTATE COMMERCE COMMISSION

This Should Be
Recordation No.
7876-F

SOUTHERN PACIFIC TRANSPORTATION COMPANY

AGREEMENT OF CONDITIONAL SALE

DATED AS OF MARCH 1, 1975

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of November 15, 1985

METROPOLITAN LIFE INSURANCE COMPANY

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,
dated as of the fifteenth day of November, 1985, 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 Agreement of Conditional Sale,
bearing date as of March 1, 1985, 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 locomotives, 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 March 1, 1975 (hereinafter
called the "Assignment"), between the Builder and the
Assignee; and

WHEREAS, a certain locomotive comprising said Equipment (hereinafter called "Destroyed Equipment") has been destroyed by the Company, and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Destroyed 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 First Supplemental Agreement dated as of November 15, 1985 ("First Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
1	Switching Locomotive; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 2723

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 First Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Destroyed 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 Destroyed 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 Destroyed Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 18TH day of ~~November~~ ^{DECEMBER}, 1985.

METROPOLITAN LIFE INSURANCE COMPANY

By Thomas S. Furlan
Attorney

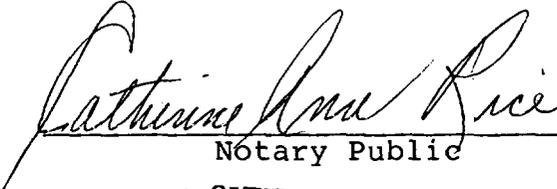
By John C. Kelly
Associate General Counsel

ATTEST:

[Signature]
Assistant Secretary

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

On this 18th day of ~~November~~ ^{December}, 1985, before me personally appeared JOHN C. KELSH and THOMAS F. COOLICAN, to me personally known, who, being by me duly sworn, says that they are 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.



Notary Public

CATHERINE ANN RICE
Notary Public, State of New York
No. 31-8559315
Qualified in New York County
Certificate filed in New York County
Commission Expires March 30, 1986