

Southern Pacific Transportation Company

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RECORDATION NO. 7876-A Filed 1425

JAN 22 1986 -2 25 PM

INTERSTATE COMMERCE COMMISSION

January 16, 1986

6-022A037

No.
Date JAN 22 1986
Fee \$ 20.00

ICC Washington, D. C.

RECORDATION NO. 7876-A Filed 1425

JAN 22 1986 -2 25 PM

INTERSTATE COMMERCE COMMISSION

100 SHEETS OF
THIS RECORD
JAN 22 2 13 PM '86
MOTOR VEHICLE UNIT

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 Thrall Car Manufac-
turing Company

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
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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	100-ton hopper cars; Greenville Steel Company, builder; lettered SP and numbered 465039 and 465040.

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

<u>Number Of Units</u>	<u>Description</u>
1	100-ton gondola car; Thrall Car Manufacturing Company, builder; lettered SP and numbered 338209.

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
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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 black ink and is positioned above the typed name and title.

Lenona Young
Legal Assistant

Enclosures

REGISTRATION NO. 787619 Filed 1425

JAN 22 1986 -2 25 PM
FIRST

INTERSTATE COMMERCE COMMISSION
SUPPLEMENTAL AGREEMENT

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of November 15, 1985, 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 March, 1975.

WITNESSETH

WHEREAS, Thrall Car Manufacturing Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called "Builder"), and Southern Pacific Transportation Company (hereinafter called the "Company"), have entered into an Agreement of Conditional Sale dated as of March 1, 1975 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of gondola cars, 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 March 1, 1975 (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 March 28, 1975, and assigned Recordation No. 7876; and

WHEREAS, a certain gondola car (hereinafter called "Destroyed Equipment") comprising said Equipment has been destroyed, 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 collectively 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 Destroyed Equipment at the time of its destruction; 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 Units</u>	<u>Description</u>
2	100-ton hopper cars; Greenville Steel Company, builder; lettered SP and numbered 465039 and 465040.

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. The 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 November 15, 1985, 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

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Attest:

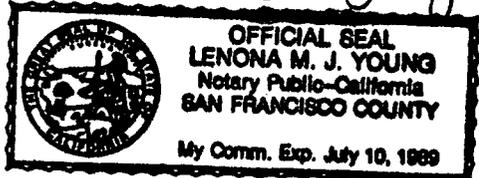

Assistant Secretary

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

On this 25th day of Novemer, 1985, 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

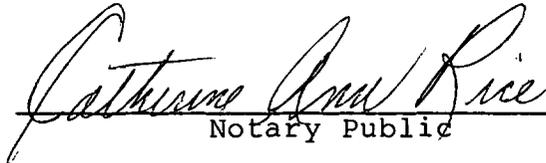
Notary Public



OFFICIAL SEAL
LENONA M. J. YOUNG
Notary Public - California
SAN FRANCISCO COUNTY
My Comm. Exp. July 10, 1989

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

On this 18th day of ~~November~~ ^{December}, 1985, 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; 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.



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