

Southern Pacific Transportation Company

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ASSISTANT GENERAL ATTORNEYS

7146-C
MAY 5 1982 1:00 PM
INTERSTATE COMMERCE COMMISSION

May 3, 1982

Date ... 10.00

GARY A. LAAKSO
JOSE E. GUZMAN, JR.
JOHN K. WYMA
ROBERT A. FULLER
JONATHAN M. FIL
DORENE M. CURTIS
GEORGE DUESDIEKER
DAVID A. GOLD
STEPHEN A. ROBERTS
W. GEORGE WAILES
ATTORNEYS

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of
September 1, 1973, between Southern Pacific
Transportation Company, Metropolitan Life
Insurance Company, as Assignee, and Thrall
Car Manufacturing Company

RECEIVED
MAY 5 12 52 PM '82
FEE OPERATION BR

Dear Ms. Mergenovich:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 13303, the original and three (3) counterparts of Second Supplemental Agreement dated as of April 30, 1982, 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 Thrall Car Manufacturing Company and Southern Pacific Transportation Company, recorded on August 31, 1973, at 2:50 PM, and assigned Recordation No. 7146;

Amendment Agreement dated as of May 1, 1976, between Thrall Car Manufacturing Company and Southern Pacific Transportation Company, recorded on June 8, 1976, at 2:55 PM, and assigned Recordation No. 7146-A; and

Handwritten note: K... ..

Handwritten signature: C. W...

Ms. Agatha L. Mergenovich
Page Two
May 3, 1982

First Supplemental Agreement dated as of September 1, 1981, between Thrall Car Manufacturing Company and Southern Pacific Transportation Company, recorded on September 28, 1981, at 2:00 PM, and assigned Recordation No. 7146-B.

In connection with the recording of the enclosed Second Supplemental Agreement dated as of April 30, 1982, 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 April 30, 1982, between Southern Pacific Transportation Company, Vendee, and Metropolitan Life Insurance Company, Assignee.

General Description of Equipment Covered by
Second Supplemental Agreement

- 1 100-ton hopper car; Greenville Steel Car Company, builder; lettered SP and numbered 465074.

When the recording of the Second Supplemental Agreement has 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,

Robert A. Fuller
Robert A. Fuller *cut*

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

5/5/82

OFFICE OF THE SECRETARY

Robert A. Fuller

Southern Pacific Transp. Co.

Southern Pacific Building

One Market Plaza

San Francisco, Calif. 94105

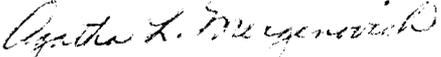
Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5/5/82** at **1:00pm**, and assigned re-
recording number(s). **7146-C**

7149-C

7272-D

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SECOND
SUPPLEMENTAL AGREEMENT
MAY 5 1982-1:00 PM
INTERSTATE COMMERCE COMMISSION

THIS SECOND SUPPLEMENTAL AGREEMENT, dated as of April 30, 1982, 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, 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 have entered into an Agreement of Conditional Sale dated as of September 1, 1973 (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 flat cars and 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 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 August 31, 1973, and assigned Recordation No. 7146; and

WHEREAS, certain flat cars (hereinafter collectively called "Destroyed Equipment") comprising said Equipment have 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:

Number of
Units

Description

1	100-ton hopper car; Greenville Steel Car Company, builder; lettered SP and numbered 465074.
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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 Second 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 Second 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 Second Supplemental Agreement is dated for convenience as of April 30, 1982, 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 Second Supplemental Agreement to be duly executed as of the date first above written.

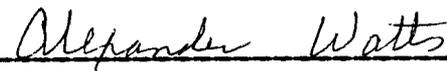
SOUTHERN PACIFIC TRANSPORTATION COMPANY

By: 
Assistant Treasurer

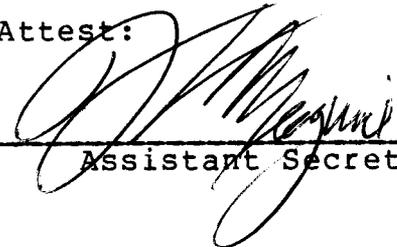
Attest:


Assistant Secretary

METROPOLITAN LIFE INSURANCE COMPANY, as Assignee

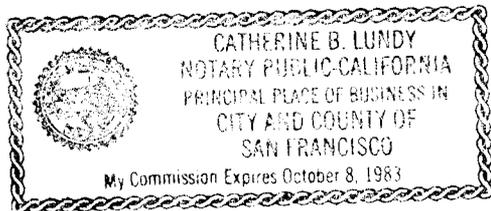
By: 
Vice President

Attest:


Assistant Secretary

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

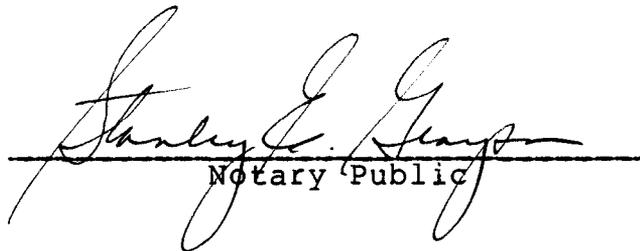
On this 20th day of April, 1982, before me personally appeared D. E. ENRIGHT, to me personally known, who, being by me duly sworn, says that he is Assistant Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; 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.



Catherine B. Lundy
Notary Public

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

On this 30th day of April, 1982, before me personally appeared ALEXANDER WATTS, to me personally known, who, being by me duly sworn, says that he is 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

STANLEY E. GRAYSON
NOTARY PUBLIC, State of New York
No. 31-4660543
Qualified in New York County
Commission Expires March 30, 1983