

Southern Pacific Transportation Company

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WAYNE M. BOLIO
ATTORNEYS

APR 24 1984 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

No. _____
Date APR 24 1984
Fee \$ 30.00

ICC Washington, D. C.

4-115A037

APR 24 1984 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne
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 PACCAR, Inc.

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) counterparts each of Third Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of March 30, 1984, 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 PACCAR, Inc. and Southern Pacific Transportation Company, recorded on September 7, 1973, at 11:30 AM, assigned Recordation No. 7149;

Amendment Agreement dated as of May 1, 1976, recorded on June 9, 1976, at 10:40 AM, assigned Recordation No. 7149-A;

First Supplemental Agreement dated September 1, 1981, recorded on September 28, 1981, at 2:00 PM, assigned Recordation No. 7149-B; and

7149
RECORDATION NO. 7149 Filed 1425

APR 24 2 34 PM '84
RECEIVED
FEE OF \$30.00
O.C.C. DONOR

Sheryl B. Creed
Carolyne

Mr. James H. Bayne
Page Two
April 19, 1984

Second Supplemental Agreement dated April 30, 1982, recorded on May 5, 1982, at 1:00 PM, assigned Recordation No. 7149-C.

In connection with the recording of the enclosed Third Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of March 30, 1984, 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:

Third Supplemental Agreement dated as of March 30, 1984, between Southern Pacific Transportation Company, Vendee, and Metropolitan Life Insurance Company, Assignee.

General Description of Equipment Covered by
Third Supplemental Agreement

| <u>Number of Units</u> | <u>Description</u> |
|----------------------------|---|
| 2 | 70-ton, 52' 8" box cars; Pullman Inc. (Pullman Standard Division), builder; lettered SP and numbered 248065 and 248066. |

Assignment and Transfer of Certain Road Equipment dated as of March 30, 1984, among Southern Pacific Transportation Company, Vendee, Metropolitan Life Insurance Company, Assignee, and PACCAR, Inc., Builder.

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

| <u>Number of Units</u> | <u>Description</u> |
|----------------------------|--|
| 7 | 70-ton box cars; PACCAR, Inc., builder; lettered SP and numbered 243470, 243516, 243673, 243802, 243915, 244015, and 244062. |
| 2 | 100-ton box cars; PACCAR, Inc., builder; lettered SP and numbered 605423 and 605426. |

Mr. James H. Bayne
Page Three
April 19, 1984

When the recording of the Third Supplemental Agreement and the Assignment and Transfer have 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,


Stuart E. Vaughn

Enclosures

Washington, D.C. 20423

4/24/84

OFFICE OF THE SECRETARY

Stuart E. Vaughn
Southern Pacific Transp. Co.
Southern Pacific Building
One Market Plaza
San Francisco, Calif. 94105

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 _____ at _____ and assigned re-

recording number(s).

4/24/84

2:40pm

7149-D & 7149-E 7256-C & 7256-D 7272-E & 7273

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure(s)

SE-30
(7/79)

THIRD

RECORDATION NO. 7149-2 Filed 1425

SUPPLEMENTAL AGREEMENT

APR 24 1984 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

THIS THIRD SUPPLEMENTAL AGREEMENT, dated as of March 30, 1984, 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, PACCAR, Inc., 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 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 the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of box cars, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title

This Should Be
Recordation No.

7-149-D

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 September 7, 1973, and assigned Recordation No. 7149; and

WHEREAS, certain box 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:

| <u>Number of Units</u> | <u>Description</u> |
|----------------------------|---|
| 2 | 70-ton, 52' 8" Box cars; Pullman Inc. (Pullman Standard Division), builder; lettered SP and numbered 248065 and 248066. |

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 Third 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 Third 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 Third Supplemental Agreement is dated for convenience as of March 30, 1984, 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 Third Supplemental Agreement to be duly executed as of the date first above written.

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By *W. Smith*
Vice President and Treasurer

Attest:

A. F. Adomell
Assistant Secretary

METROPOLITAN LIFE INSURANCE
COMPANY, as Assignee

530 By *Peter J. Bradley*
Senior Vice-President

Attest:

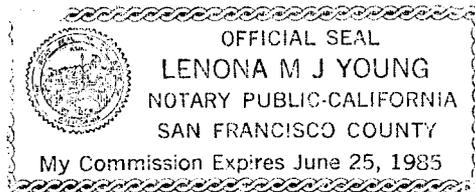
M. Maguire
Assistant Secretary

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

On this 30th day of March, 1984, before me personally appeared D. A. SMITH, to me personally known, who being by me duly sworn, says that he is Vice President and 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.

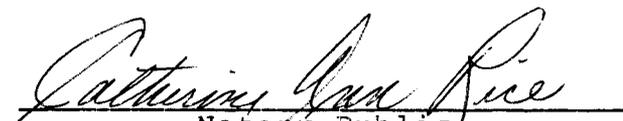
Lenona M. J. Young

Notary Public



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

On this 12th day of April, 1984, 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.


Notary Public

CATHERINE ANN RICE
NOTARY PUBLIC, State of New York
No. ~~22~~-8559015
Qualified in ~~King~~ County *New York*
Certificate filed in New York County
Commission Expires March 30, ~~1984~~ *1986*