

Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1000

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RECORDATION NO. 7149-H Filed 1425

JUN 18 1987 - 12 45 PM

INTERSTATE COMMERCE COMMISSION

June 17, 1987

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RECORDATION NO. 7149-J Filed 1425

JUN 18 1987 - 12 45 PM

INTERSTATE COMMERCE COMMISSION

WRITER'S DIRECT DIAL NUMBER
415) 541-1757

Date 6/18/87
Fee \$ 20.00
ICC Washington, D. C.

VIA FEDERAL EXPRESS

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 PACCAR, Inc.

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 Fifth Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of May 15, 1987, 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:

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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;

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

Third Supplemental Agreement dated as of March 30, 1984, recorded on April 24, 1984, at 2:40 PM, assigned Recordation No. 7149-D;

Assignment and Transfer of Certain Road Equipment dated as of March 30, 1984, recorded on April 24, 1984, at 2:40 PM, assigned Recordation No. 7149-E;

Fourth Supplemental Agreement dated as of October 31, 1985, recorded on December 26, 1985, at 2:35 PM, assigned Recordation No. 7149-F; and

Assignment and Transfer of Certain Road Equipment dated as of October 31, 1985, recorded on December 26, 1985, at 2:35 PM, assigned Recordation No. 7149-G.

In connection with the recording of the enclosed Fifth Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of May 15, 1987, 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:

Fifth Supplemental Agreement dated as of May 15, 1987, between Southern Pacific Transportation Company Vendee, and Metropolitan Life Insurance Company, Assignee.

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General Description of Equipment Covered by
Fifth Supplemental Agreement

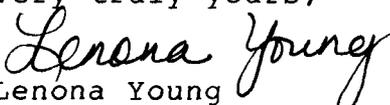
<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 3880; GRIP Date - March, 1977.

Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, among Southern Pacific Transportation Company, Vendee, Metropolitan Life Insurance Company, Assignee, and PACCAR, Inc., Builder.

<u>Number of Units</u>	<u>Description</u>
22	70-ton box cars; PACCAR, Inc., builder; lettered SP and numbered 243397, 243420, 243483, 243517, 243526, 243545, 243563, 243572, 243615, 243705, 243712, 243743, 243806, 243820, 243826, 243859, 243896, 243900, 243955, 244016, 244098, and 244130.
1	70-ton box car; Pullman, Inc. (Pullman Standard Division), builder; lettered SP and numbered 248065.
1	100-ton box car; PACCAR, Inc., builder; lettered SP and numbered 605360.

When the recording of the Fifth 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)

REGISTRATION NO. 2149-4
Filed 1426
JUN 18 1987 - 12 45 PM
INTERSTATE COMMERCE COMMISSION

FIFTH
SUPPLEMENTAL AGREEMENT

THIS FIFTH SUPPLEMENTAL AGREEMENT, dated as of May 15, 1987, 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

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 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>
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 3880; GRIP Date - March, 1977.

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 Fifth 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 Fifth 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 Fifth Supplemental Agreement is dated for convenience as of May 15, 1987, 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 Fifth Supplemental Agreement to be duly executed as of the date first above written.

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By *E. J. Seedy*
Treasurer

Attest:

J. F. O'Donnell
Assistant Secretary

METROPOLITAN LIFE INSURANCE
COMPANY, as Assignee

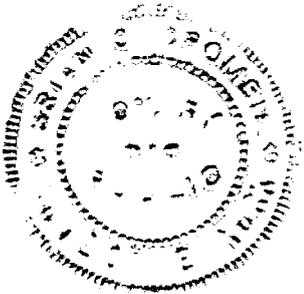
Peter J. Halley
Senior Vice President

Attest:

Luther H. Oliver
Assistant Secretary

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

On this 29th day of May, 1987, 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.



Brian C. Crombie
Notary Public

BRIAN C. CROMBIE
NOTARY PUBLIC, State of New York
No. 43-4849121
Qualified in Richmond County
Commission Expires October 31, 1989

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

On this 15th day of May, 1987, 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

