Southern Pacific Transportation Company

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RECORDATION NO. 7259-C Filed 1425
DEC 26 1985 -2 35 PM
INTERSTATE COMMERCE COMMISSION

December 16, 1985

RECORDATION NO. 7259-A Filed 1425
DEC 26 1985 -2 35 PM
INTERSTATE COMMERCE COMMISSION

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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 International Car Company (formerly International RAMCO, Inc.)

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and five (5) counterparts each of Second Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of October 31, 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 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 International RAMCO, Inc. (now International Car Company) and Southern Pacific Transportation Company, recorded on November 7, 1973, at 3:00 PM, assigned Recordation No. 7259;

Amendment Agreement dated as of May 1, 1976, recorded on June 8, 1976, at 2:55 PM, assigned Recordation No. 7259-A; and

First Supplemental Agreement dated September 1, 1981, recorded on September 28, 1981, at 2:00 PM, assigned Recordation No. 7259-B.

In connection with the recording of the enclosed Second Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of October 31, 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:

Second Supplemental Agreement dated as of October 31, 1985, between Southern Pacific Transportation Company Vendee, and Metropolitan Life Insurance Company, Assignee.

General Description of Equipment Covered by Second Supplemental Agreement

Number of Units	Description
3	100-ton hopper cars; Greenville Steel Car Co., builder; lettered SP and numbered 465210, 465211 and 490452.

Assignment and Transfer of Certain Road Equipment dated as of October 31, 1985, among Southern Pacific Transportation Company, Vendee, Metropolitan Life Insurance Company, Assignee, and International Car Company (formerly International RAMCO, Inc.), Builder.

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

Number of Units	Description
2	50-ton cabooses; International Car Co., builder; lettered SP and numbered 1968 and 1973.

When the recording of the Second 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

Lenona Young
Legal Assistant

Enclosures

SECOND

SUPPLEMENTAL AGREEMENT

RECORDATION NO. 7252-C Filed 1425
DEC 26 1985 -2 35 PM
INTERSTATE COMMERCE COMMISSION

THIS SECOND SUPPLEMENTAL AGREEMENT, dated as of October 31, 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 September, 1973.

WITNESSETH

WHEREAS, International Car Company (formerly International RAMCO, 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 caboose 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 November 7, 1973, and assigned Recordation No. 7259; and

WHEREAS, certain caboose 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:

Number of Units	Description
3	100-ton hopper cars; Greenville Steel Car Co., builder; lettered SP and numbered 465210, 465211 and 490452.

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. This 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 October 31, 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 Second 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

Attest:

_____
Assistant Secretary

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

On this 11th day of November, 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.

Alice J. Worthy
Notary Public

ALICE J. WORTHY
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL PLACE OF BUSINESS IN
City and County of SAN FRANCISCO
My Commission Expires June 24, 1988

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

On this 25th day of November, 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; 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 Ann Rice
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, 1988