

Mr. Sidney L. Strickland, Jr.
Page Two
January 23, 1992

Portec, Inc., recorded on April 10, 1979, at 2:20 PM,
and assigned Recordation No. 10272;

Amendment Agreement dated as of October 1, 1979,
between Southern Pacific Transportation Company,
Metropolitan Life Insurance Company, Bethlehem Steel
Corporation, FMC Corporation, General Electric Company,
Greenville Steel Car Company, Portec, Inc., and ACF
Industries, Inc., recorded on November 21, 1979, at
2:30 p.m., and assigned Recordation No. 10272-A.

First Supplemental Agreement dated as of October 31,
1982, between Southern Pacific Transportation Company,
Metropolitan Life Insurance Company, and Bethlehem
Steel Corporation, recorded on November 10, 1982, at
3:10 p.m., and assigned Recordation No. 10272-B;

Second Supplemental Agreement dated as of October 31,
1982, between Southern Pacific Transportation Company,
Metropolitan Life Insurance Company, and FMC
Corporation, recorded on November 10, 1982, at 3:10
p.m., and assigned Recordation No. 10272-C;

Third Supplemental Agreement dated as of October 31,
1982, between Southern Pacific Transportation Company,
Metropolitan Life Insurance Company, and Greenville
Steel Car Company recorded on November 10, 1982, at
3:10 p.m., and assigned Recordation No. 10272-D;

Fourth Supplemental Agreement dated as of October 31,
1982, between Southern Pacific Transportation Company,
Metropolitan Life Insurance Company, and ACF
Industries, Inc., recorded on November 10, 1982, at
3:10 p.m., and assigned Recordation No. 10272-E;

Fifth Supplemental Agreement dated as of July 31,
1986, between Southern Pacific Transportation Company,
Metropolitan Life Insurance Company, and ACF
Industries, Inc., recorded on September 4, 1986, at
3:45 p.m., and assigned Recordation No. 10272-F;

Assignment and Transfer of Certain Road Equipment dated
as of July 31, 1986, recorded on September 4, 1986, at
3:45 p.m., and assigned Recordation No. 10272-G;

Sixth Supplemental Agreement dated as of July 31,
1986, between Southern Pacific Transportation Company,
Metropolitan Life Insurance Company, and Bethlehem

Mr. Sidney L. Strickland, Jr.
Page Three
January 23, 1992

Steel Corporation and Portec, Inc., recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-H;

Assignment and Transfer of Certain Road Equipment dated as of July 31, 1986, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-I;

Seventh Supplemental Agreement dated as of July 31, 1986, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and FMC Corporation, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-J;

Assignment and Transfer of Certain Road Equipment dated as of July 31, 1986, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-K;

Eighth Supplemental Agreement dated as of July 31, 1986, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Greenville Steel Car Company, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-L;

Assignment and Transfer of Certain Road Equipment dated as of July 31, 1986, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-M;

Letter of Correction dated October 13, 1986 to Assignment and Transfer dated as of July 31, 1986, recorded on October 15, 1986, at 11:10 a.m., assigned Recordation No. 10272-N;

Ninth Supplemental Agreement dated as of October 1, 1990, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, Bethlehem Steel Corporation and Portec, Inc., recorded on October 24, 1990, at 3:35 PM, and assigned Recordation No. 10272-O;

Assignment and Transfer of Certain Road Equipment dated as of October 1, 1990, recorded on October 24, 1990, at 3:35 PM, and assigned Recordation No. 10272-P;

Tenth Supplemental Agreement dated as of October 1, 1990, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and FMC Corporation, recorded on October 24, 1990, at 3:35 PM, and assigned Recordation No. 10272-Q;

Mr. Sidney L. Strickland, Jr.
Page Four
January 23, 1992

Assignment and Transfer of Certain Road Equipment dated as of October 1, 1990, recorded on October 24, 1990, at 3:35 PM, and assigned Recordation No. 10272-R;

Eleventh Supplemental Agreement dated as of October 1, 1990, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Greenville Steel Car Company, recorded on October 24, 1990, at 3:35 PM, and assigned Recordation No. 10272-S; and

Assignment and Transfer of Certain Road Equipment dated as of October 1, 1990, recorded on October 24, 1990, at 3:35 PM, and assigned Recordation No. 10272-T.

In connection with the recording of the Supplemental Agreements and Assignments and Transfers, each dated as of November 15, 1991, to the Conditional Sale Agreement dated as of April 1, 1979, the following information is set forth:

Name and Address of Assignee:

Metropolitan Life Insurance Company
One Madison Avenue
New York, New York 10010-3690

Name and Address of Vendee:

Southern Pacific Transportation Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

A description of the railroad equipment covered by each Supplemental Agreement is set forth in Attachment A attached thereto; and the railroad equipment covered by each Assignment and Transfer is set forth in Attachment A attached thereto.

Also enclosed is a check in the amount of \$96 to cover the required recordation fees.

When the recording of the Supplemental Agreements and Assignments and Transfers have been completed, will you please endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you, and return four (4) of the same to the undersigned.

A short summary of the enclosed documents to appear in the Commission's index follows:

Mr. Sidney L. Strickland, Jr.
Page Five
January 23, 1992

Twelfth Supplemental Agreement dated as of November 15, 1991, between Southern Pacific Transportation Company ("SPT"), as Assignee, and Metropolitan Life Insurance Company ("MetLife"), as Agent, covering a box car; and Assignment and Transfer of Certain Road Equipment dated as of November 15, 1991, between SPT and MetLife covering a box car.

Thirteenth Supplemental Agreement dated as of November 15, 1991, between Southern Pacific Transportation Company ("SPT"), as Vendee, and Metropolitan Life Insurance Company ("MetLife"), as Assignee, covering a box car; and Assignment and Transfer of Certain Road Equipment dated as of November 15, 1991, between SPT and MetLife covering a box car.

Fourteenth Supplemental Agreement dated as of November 15, 1991, between Southern Pacific Transportation Company ("SPT"), as Vendee, and Metropolitan Life Insurance Company ("MetLife"), as Assignee, covering a locomotive and nine box cars; and Assignment and Transfer of Certain Road Equipment dated as of November 15, 1991, between SPT and MetLife covering a locomotive and ten hopper cars.

Very truly yours,



Lenona Young
Legal Assistant

Enclosures

10372-20

JAN 27 1992 -3 05 PM

INTERSTATE COMMERCE COMMISSION

THIRTEENTH
SUPPLEMENTAL AGREEMENT

THIS THIRTEENTH SUPPLEMENTAL AGREEMENT, dated as of November 15, 1991, 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 the "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 April, 1979.

WITNESSETH

WHEREAS, FMC Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called "Builder"), and Company have entered into a Conditional Sale Agreement dated as of April 1, 1979 (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 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 April 1, 1979 (hereinafter called "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 April 10, 1979, and assigned Recordation No. 10272; and

WHEREAS, certain box cars (hereinafter called "Unsuitable Equipment") comprising said Equipment have become unsuitable for use, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to 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 Unsuitable Equipment; 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 between the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the Replacement Equipment described in Attachment A hereto, which is incorporated herein by reference.

The 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 Thirteenth 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 Thirteenth 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 Thirteenth Supplemental Agreement is dated for convenience as of November 15, 1991, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments annexed hereto.

*

*

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

On this 15th day of November, 1991, before me personally appeared RICHARD G CLARKE, to me personally known, who being by me duly sworn, says that he is Associate General Counsel 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.

 Audrey Fishbein
Notary Public

AUDREY FISHBEIN
Notary Public, State of New York
No. 24-4956221
Qualified in Kings County
Certificate filed in New York County
Commission Expires September 11, 1993

XOA598

SUPPLEMENTED UNITS
CONDITIONAL SALE AGREEMENT 14 DATED APRIL 01 1979

PAGE 1
91/09/23

BUILDER	UNIT	OWNER	KIND OF EQUIP	BUILT	GRIP DATE
PULLMAN STANDARD CAR MFG. CO. (PS)	SP 248149	SP	70 TON BOX CAR	7909	

THE ABOVE EQUIPMENT IS STANDARD-GAUGE RAILROAD EQUIPMENT OTHER THAN PASSENGER CARS AND WORK EQUIPMENT.

TOTAL 1 UNITS

ATTACHMENT A