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Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105
(415) 541-1000

2-027A051

CANNON Y. HARVEY
VICE PRESIDENT AND GENERAL COUNSEL

JOHN J. CORRIGAN
GENERAL COUNSEL-LITIGATION

LOUIS P. WARCHOT
ASSISTANT GENERAL COUNSEL

JOHN MACDONALD SMITH
SENIOR GENERAL ATTORNEY

FACSIMILE
GENERAL (415) 495-5436
LITIGATION (415) 541-1734

WRITER'S DIRECT DIAL NUMBER
(415) 541-1757

ROBERT S. BOGASON
DAVID W. LONG
CAROL A. HARRIS
LELANDE E. BUTLER
GARY A. LAAKSO
STEPHEN A. ROBERTS
JAMES M. EASTMAN
KEVIN D. JONES
WAYNE M. BOLIO
JOHN D. FEENEY
GENERAL ATTORNEYS

ROBERT E. PATTERSON
CECELIA C. FUSICH
ATTORNEYS

January 23, 1992

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INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Conditional Sale Agreement and Agreement and Assignment dated as of April 1, 1979, between each of Southern Pacific Transportation Company, Metropolitan Life Insurance Company, Assignee, and ACF Industries, Incorporated, FMC Corporation, and Greenville Steel Car Company, Builders

Dear Mr. Strickland:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, one set of documents, for each of the above-referenced Builders, consisting of an original and four fully executed counterparts of the Twelfth, Thirteenth and Fourteenth Supplemental Agreement and its respective Assignment and Transfer of Certain Road Equipment, each dated as of November 15, 1991, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company amending the above-entitled Conditional Sale Agreement and Agreement and Assignment dated as of April 1, 1979. The enclosed documents are secondary documents, as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Conditional Sale Agreement dated as of April 1, 1979, between each of Southern Pacific Transportation Company ("SPTCo"), Metropolitan Life Insurance Company, Bethlehem Steel Corporation, FMC Corporation, General Electric Company, Greenville Steel Car Company, and

MOTOR OPERATING UNIT
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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

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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;

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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:

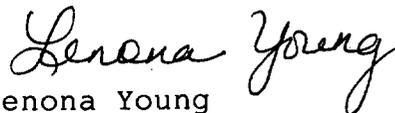
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Twelfth Supplemental Agreement dated as of November 15, 1991, between Southern Pacific Transportation Company ("SPT"), as Assignee, and Metropolitan Life Insurance Company ("MetLife"), as Agent, covering a box car; and Assignment and Transfer of Certain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

RECORDED BY 10872-Z FILED 143

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=====INTERSTATE COMMERCE COMMISSION=====

SOUTHERN PACIFIC TRANSPORTATION COMPANY
CONDITIONAL SALE AGREEMENT
DATED AS OF APRIL 1, 1979

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of November 15, 1991

METROPOLITAN LIFE INSURANCE COMPANY
- TO -
SOUTHERN PACIFIC TRANSPORTATION COMPANY

=====

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the fifteenth day of November, 1991, by METROPOLITAN LIFE INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of New York, Assignee under the Conditional Sale Agreement hereinafter mentioned (hereinafter called the "Assignee"), to SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, by a certain Conditional Sale Agreement, bearing date as of April 1, 1979, by and between Greenville Steel Car Company, a corporation organized and existing under the laws of the State of Pennsylvania (hereinafter called the "Builder"), and the Company, 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 hopper cars, all as described in the Conditional Sale Agreement (hereinafter called the "Conditional Sale Agreement"); 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 the "Assignment"), between the Builder and the Assignee; and

WHEREAS, certain hopper cars and a locomotive, more specifically described in Attachments A and A-1 hereto and incorporated herein by reference, comprising said Equipment

(hereinafter called "Unsuitable Equipment") have become unsuitable for use by the Company, and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Unsuitable Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically described in the Fourteenth Supplemental Agreement dated as of November 15, 1991 ("Fourteenth Supplemental Agreement"):

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the Fourteenth Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under the provisions of Article 8 of said Conditional Sale Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Assignee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the said Conditional Sale Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee in and to the said Destroyed Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Assignee does hereby constitute and appoint ~~PAUL A. RICHARD~~
~~CHEBDA~~ ^{CLARKE} to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the State of New York or elsewhere to take such acknowledgement, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Conditional Sale Agreement, with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its name and its corporate

seal to be hereunto affixed, duly attested, this 15th day of
November, 1991.

METROPOLITAN LIFE INSURANCE COMPANY

By [Signature]
Attorney

By Richard G. Clarke
Associate General Counsel

ATTEST:

Charles B. Lynch
Assistant Secretary

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

On this 15th day of November, 1991, before me personally appeared RICHARD G. CLARKE and ~~PAUL A. CHEBDA~~, to me personally known, who, being by me duly sworn, says that ~~they are~~ ^{he is} Associate General Counsel and ~~an Attorney~~, respectively, of METROPOLITAN LIFE INSURANCE COMPANY; that the seal 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 ~~they~~ ^{he} acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



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

XOA599

METROPOLITAN LIFE INS. CO.
RETIRED/DESTROYED UNITS
SOUTHERN PACIFIC TRANSPORTATION CO. CONDITION OF SALES AGREEMENT
FOR SERIES 14 DATED APRIL 01, 1979 7311014
UNIT OWNER KIND OF EQUIP BUILT GRIP DATE

BUILDER

GENERAL MOTORS CORP. (EMD)
GREENVILLE STEEL CAR CO.
GREENVILLE STEEL CAR CO.
GREENVILLE STEEL CAR CO.

SP 004441 EF618 R1 5504 8003
SP 466721 100 TON HOPPER CAR 7909
SP 466840 100 TON HOPPER CAR 7909
SP 466944 100 TON HOPPER CAR 7910

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

TOTAL 4 UNITS

ATTACHMENT A

BUILDER

GREENVILLE STEEL CAR CO.
 GREENVILLE STEEL CAR CO.

SP 466593
 SP 466705
 SP 466713
 SP 466783
 SP 466785
 SP 466892
 SP 466894

100 TON HOPPER CAR
 100 TON HOPPER CAR

7908
 7909
 7909
 7909
 7909
 7909
 7910

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

TOTAL 7 UNITS

ATTACHMENT A - 1