

Southern Pacific Transportation Company

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

(415) 541-1000

CANNON Y. HARVEY
VICE PRESIDENT AND GENERAL COUNSEL

2-356A002

JOHN J. CORRIGAN
GENERAL COUNSEL-LITIGATION

LOUIS P. WARCHOT
ASSISTANT GENERAL COUNSEL

JOHN MACDONALD SMITH
SENIOR GENERAL ATTORNEY

FACSIMILE
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LITIGATION (415) 541-1734

WRITER'S DIRECT DIAL NUMBER

(415) 541-1757

December 16, 1992

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

BARBARA A. SPRUNG
ASSISTANT GENERAL ATTORNEY

RECORDATION NO. 10272-80 FILED 12/21/92
ROBERT E. PATTERSON
CECELIA C. FUSICH
ATTORNEYS

DEC 21 1992-10:00 AM

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 Greenville Steel Car Company

Dear Mr. Strickland:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, an original and four fully executed counterparts of an Assignment and Transfer of Certain Road Equipment, dated as of December 1, 1992, 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 document is a secondary document, 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 and Agreement and Assignment dated as of April 1, 1979, between each of Bethlehem Steel Corporation ("Bethlehem"), Portec, Inc. ("Portec"), FMC Corporation ("FMC"), Greenville Steel Car Company ("Greenville"), General Electric Company ("GE"), Southern

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Pacific Transportation Company ("SPT"), and Metropolitan Life Insurance Company ("MetLife") recorded on April 10, 1979, at 2:20 PM, assigned Recordation No. 10272;

Amendment Agreement dated as of October 1, 1979, between SPT, MetLife, Bethlehem, Portec, FMC, Greenville, GE, and ACF Industries, Inc. ("ACF"), recorded on November 21, 1979, at 2:30 PM, assigned Recordation No. 10272-A;

First Supplemental Agreement dated as of October 31, 1982, between SPT, Bethlehem, and MetLife, recorded on November 10, 1982, at 3:10 PM, assigned Recordation No. 10272-B;

Second Supplemental Agreement dated as of October 31, 1982, between SPT, FMC, and MetLife, recorded on November 10, 1982, at 3:10 PM, assigned Recordation No. 10272-C;

Third Supplemental Agreement dated as of October 31, 1982, between SPT, Greenville, and MetLife, recorded on November 10, 1982, at 3:10 PM, assigned Recordation No. 10272-D;

Fourth Supplemental Agreement dated as of October 31, 1982, between SPT, ACF, and MetLife, recorded on November 10, 1982, at 3:10 PM, assigned Recordation No. 10272-E;

Fifth Supplemental Agreement dated as of July 31, 1986, between SPT, ACF, and MetLife, recorded on September 4, 1986, at 3:45 PM, 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 PM, assigned Recordation No. 10272-G;

Sixth Supplemental Agreement dated as of July 31, 1986, between SPT, Bethlehem, and MetLife, recorded on September 4, 1986, at 3:45 PM, 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 PM, assigned Recordation No. 10272-I;

Seventh Supplemental Agreement dated as of July 31, 1986, between SPT, FMC, and MetLife, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 10272-J;

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

Eighth Supplemental Agreement dated as of July 31, 1986, between SPT, Greenville, and MetLife, recorded on September 4, 1986, at 3:45 PM, 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 PM, 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 AM, assigned Recordation No. 10272-N;

Ninth Supplemental Agreement dated as of October 1, 1990, between SPT, Bethlehem, and MetLife, recorded on October 24, 1990, at 3:35 PM, 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, assigned Recordation No. 10272-P;

Tenth Supplemental Agreement dated as of October 1, 1990, between SPT, FMC, and MetLife, recorded on October 24, 1990, at 3:35 PM, assigned Recordation No. 10272-Q;

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

Eleventh Supplemental Agreement dated as of October 1, 1990, between SPT, Greenville, and MetLife, recorded on October 24, 1990, at 3:35 PM, assigned Recordation No. 10272-S;

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

Twelfth Supplemental Agreement dated as of November 15, 1991, between SPT, ACF, and MetLife, recorded on January 27, 1992, at 3:05 PM, assigned Recordation No. 10272-U;

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Assignment and Transfer of Certain Road Equipment dated as of November 15, 1991, recorded on January 27, 1992, at 3:05 PM, assigned Recordation No. 10272-V;

Thirteenth Supplemental Agreement dated as of November 15, 1991, between SPT, FMC, and MetLife, recorded on January 27, 1992, at 3:05 PM, assigned Recordation No. 10272-W;

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1991, recorded on January 27, 1992, at 3:05 PM, assigned Recordation No. 10272-X;

Fourteenth Supplemental Agreement dated as of November 15, 1991, between SPT, Greenville, and MetLife, recorded on January 27, 1992, at 3:05 PM, assigned Recordation No. 10272-Y;

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1991, recorded on January 27, 1992, at 3:05 PM, assigned Recordation No. 10272-Z;

Fifteenth Supplemental Agreement dated as of September 30, 1992, between SPT, Greenville, and MetLife, recorded on October 9, 1992, at 3:40 PM, assigned Recordation No. 10272-AA; and

Assignment and Transfer of Certain Road Equipment dated as of September 30, 1992, recorded on October 9, 1992, at 3:40 PM, assigned Recordation No. 10272-BB.

In connection with the recording of the Assignment and Transfer dated as of December 1, 1992, to the Conditional Sale Agreement dated as of April 1, 1979, the following information is set forth:

Name and Address of Agent - 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

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A description of the railroad equipment covered by the Assignment and Transfer is set forth therein.

Also enclosed is a check in the amount of \$16 to cover the required recordation fee.

When the recording of the Assignment and Transfer has 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 document to appear in the Commission's index follows:

Assignment and Transfer of Certain Road Equipment dated as of December 1, 1992, between SPT and MetLife covering 31 100-ton hopper cars.

Very truly yours,



Lenona Young
Legal Assistant

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

12/21/92

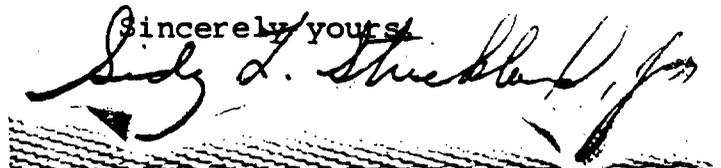
OFFICE OF THE SECRETARY

Lenona Young
Legal Assistant
Southern Pacific Transportation Co.
Southern Pacific Building
One Market Plaza
San Francisco, Calif. 94105

Dear 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 12/21/92 at 10:20am , and assigned re-
recording number(s). 9654-LL & 10272-CC

Sincerely yours,



Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SE-30
(7/79)

DEC 21 1992-10 00 AM

===== 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 December 1, 1992

METROPOLITAN LIFE INSURANCE COMPANY

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

=====

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the first day of December, 1992, 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 comprising said Equipment, more specifically described in Attachment A attached hereto and incorporated herein by reference, have become unsuitable for use by the Company (hereinafter called "Unsuitable Equipment"), 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 deposited with the Assignee an amount of cash equal to the fair value of the Unsuitable Equipment *for application to the indebtedness under the Conditional Sale Agreement* (hereinafter referred to as the "Replacement Funds"). *REC*

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 Replacement Funds and the Assignee's acceptance of the Replacement Funds to the Conditional Sale 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 Unsuitable 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 RICHARD G. 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 9TH day of December, 1992.

METROPOLITAN LIFE INSURANCE COMPANY

By Richard G. Clarke
Associate General Counsel

ATTEST:

Charles B. Lynch
Assistant Secretary

METROPOLITAN LIFE INS. CO.
RETIRED/DESTROYED UNITS-CASH DEPOSITS/SUBSTITUTES
SOUTHERN PACIFIC TRANSPORTATION CO. CONDITION OF SALES AGREEMENT
FOR SERIES 14 DATED APRIL 01, 1979

7311014

BUILDER UNIT OWNER KIND OF EQUIP BUILT RECONDITION

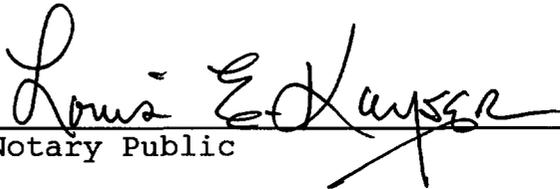
GREENVILLE	STEEL	CAR	CO.	SP	466598	SP	100	TON	HOPPER	7908	
GREENVILLE	STEEL	CAR	CO.	SP	466604	SP	100	TON	HOPPER	7908	
GREENVILLE	STEEL	CAR	CO.	SP	466651	SP	100	TON	HOPPER	7908	
GREENVILLE	STEEL	CAR	CO.	SP	466683	SP	100	TON	HOPPER	7908	
GREENVILLE	STEEL	CAR	CO.	SP	466693	SP	100	TON	HOPPER	7908	
GREENVILLE	STEEL	CAR	CO.	SP	466735	SP	100	TON	HOPPER	7909	
GREENVILLE	STEEL	CAR	CO.	SP	466747	SP	100	TON	HOPPER	7909	
GREENVILLE	STEEL	CAR	CO.	SP	466770	SP	100	TON	HOPPER	7909	
GREENVILLE	STEEL	CAR	CO.	SP	466777	SP	100	TON	HOPPER	7909	
GREENVILLE	STEEL	CAR	CO.	SP	466813	SP	100	TON	HOPPER	7909	
GREENVILLE	STEEL	CAR	CO.	SP	466817	SP	100	TON	HOPPER	7909	
GREENVILLE	STEEL	CAR	CO.	SP	466830	SP	100	TON	HOPPER	7909	
GREENVILLE	STEEL	CAR	CO.	SP	466837	SP	100	TON	HOPPER	7909	
GREENVILLE	STEEL	CAR	CO.	SP	466849	SP	100	TON	HOPPER	7909	
GREENVILLE	STEEL	CAR	CO.	SP	466852	SP	100	TON	HOPPER	7909	
GREENVILLE	STEEL	CAR	CO.	SP	466859	SP	100	TON	HOPPER	7909	
GREENVILLE	STEEL	CAR	CO.	SP	466863	SP	100	TON	HOPPER	7909	
GREENVILLE	STEEL	CAR	CO.	SP	466865	SP	100	TON	HOPPER	7909	
GREENVILLE	STEEL	CAR	CO.	SP	466873	SP	100	TON	HOPPER	7909	
GREENVILLE	STEEL	CAR	CO.	SP	466891	SP	100	TON	HOPPER	7910	
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GREENVILLE	STEEL	CAR	CO.	SP	466907	SP	100	TON	HOPPER	7910	
GREENVILLE	STEEL	CAR	CO.	SP	466908	SP	100	TON	HOPPER	7910	
GREENVILLE	STEEL	CAR	CO.	SP	466909	SP	100	TON	HOPPER	7910	
GREENVILLE	STEEL	CAR	CO.	SP	466917	SP	100	TON	HOPPER	7910	
GREENVILLE	STEEL	CAR	CO.	SP	466931	SP	100	TON	HOPPER	7910	
GREENVILLE	STEEL	CAR	CO.	SP	466942	SP	100	TON	HOPPER	7910	
GREENVILLE	STEEL	CAR	CO.	SP	466959	SP	100	TON	HOPPER	7910	
GREENVILLE	STEEL	CAR	CO.	SP	466976	SP	100	TON	HOPPER	7910	

ATTACHMENT A

TOTAL 31 UNITS

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

On this 9th day of December, 1992, 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 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

LOUIS E. KAYSER
NOTARY PUBLIC, State of New York
No. 44-4865711
Qualified in Rockland County
Commission Expires December 31, 1993