

# Southern Pacific Transportation Company

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

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May 19, 1988

RECORDATION NO. 9254-A  
MAY 20 1988-11 50 AM  
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9254-C  
MAY 20 1988-11 50 AM

INTERSTATE COMMERCE COMMISSION

5/20/88  
26  
MAY 20 1988-11 50 AM

VIA AIR COURIER

Ms. Noretta R. McGee  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

RE: I.C.C. Finance Docket No. 28666 --  
Southern Pacific Transportation Company  
Equipment Trust Agreement, Series 71

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) fully executed counterparts of Third Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of May 5, 1988, creating Southern Pacific Transportation Company Equipment Trust, Series 71, together with voucher in payment of the recording fee.

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

Equipment Trust Agreement dated as of February 1, 1978, 1976, recorded on February 27, 1978, at 2:50 PM, assigned Recordation No. 9254;

First Supplement to Equipment Trust Agreement dated as of October 31, 1983, recorded on

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December 6, 1983, at 2:40 PM, assigned Recordation No. 9254-A; and

Second Supplement to Equipment Trust Agreement dated as of May 15, 1985, recorded on June 6, 1985, at 12:55 PM, assigned Recordation No. 9254-B.

In connection with the recording of the Third Supplement and Assignment and Transfer, each dated as of May 5, 1988, to the Equipment Trust Agreement dated as of February 1, 1978, 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:

Name and Address of Trustee - Lessor:

First Pennsylvania Bank, N.A.  
30 South 30th Street  
Philadelphia, Pennsylvania 19104

Name and Address of Guarantor - Lessee:

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

General Description of the Equipment Covered by the Third Supplement:

<u>Number of Units</u>	<u>Description</u>
4	Diesel Locomotives; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 4120, 4434, 4438 and 6313; GRIP dates - February 1978, February, 1978, April 1978 and December 1978, respectively.

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

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 7618.

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<u>Number of Units</u>	<u>Description</u>
2	50-ton Caboose Cars; International Car Company, builder; lettered SP and numbered 4602 and 4621.
8	100-ton Box Cars; PACCAR, Inc. (Pacific Car and Foundry Company Division), builder; lettered SP and numbered 656501, 656509, 656511, 656521, 656529, 656533, 656534 and 656548.

When the recording of the Third Supplement and Assignment and Transfer have been completed, will you kindly 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.

Very truly yours,



Louis P. Warchot  
General Attorney

Enclosures

cc: Mr. E. L. Johnson  
(Attn: Mr. C. D. Tyler)

RECORDED 9254 R

MAY 20 1988 - 11:29 AM

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

SOUTHERN PACIFIC TRANSPORTATION COMPANY

EQUIPMENT TRUST

SERIES 71

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of May 5, 1988

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FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

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ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,  
dated as of the fifth day of May, 1988, by FIRST  
PENNSYLVANIA BANK, N.A., a corporation duly organized and  
existing under the laws of the Commonwealth of Pennsylvania,  
Trustee under the Equipment Trust Agreement hereinafter  
mentioned (hereinafter called the "Trustee"), to SOUTHERN  
PACIFIC TRANSPORTATION COMPANY, a corporation duly organized  
and existing under the laws of the State of Delaware (herein-  
after called the "Company").

WHEREAS, by a certain Equipment Trust Agreement, bearing  
date as of February 1, 1978, by and between the Trustee and  
the Company (hereinafter called the "Equipment Trust  
Agreement"), there was constituted the "Southern Pacific  
Transportation Company Equipment Trust, Series 71," pursuant  
to which Trustee leased certain railroad equipment to the  
Company, upon the terms and conditions therein set forth; and

WHEREAS, certain box cars, caboose cars, and a locomotive  
comprising said Trust Equipment (hereinafter collectively  
called "Unsuitable Equipment") have become unsuitable for use  
by the Company, and in accordance with the provisions of said  
Equipment Trust and in anticipation and consideration of the  
release of such Unsuitable Equipment, the Company has assigned  
and transferred to the Trustee other standard-gauge railroad  
equipment (hereinafter called the "Replacement Equipment"),  
other than work equipment, as specifically described in the  
Third Supplement to Equipment Trust dated as of May 5, 1988,  
("Third Supplement"):

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corp. (Electo-Motive Division), builder; lettered SP and numbered 7618.
2	50-ton Caboose Cars; International Car Company, builder; lettered SP and numbered 4602 and 4621.
8	100-ton Box Cars; PACCAR, Inc. (Pacific Car and Foundry Company Division), builder; lettered SP and numbered 656501, <del>656509</del> , 656511, 656521, 656529, 656533, <del>656534</del> and 656548.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust 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 Trustee's acceptance of the Replacement Equipment to the Equipment Trust Agreement pursuant to the Third Supplement thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under Section 4.09 of said Equipment Trust 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 Trustee 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 Equipment Trust Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Trustee 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 Trustee hereby covenants with the Company, its successors and assigns, that the Trustee 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 Trustee does hereby constitute and appoint GEORGE J. RAYZIS 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 Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

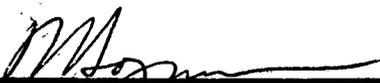
IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the said Equipment Trust Agreement, with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its

name and its corporate seal to be hereunto affixed, duly  
attested, this 17<sup>th</sup> day of May, 1988.

FIRST PENNSYLVANIA BANK, N.A.

By   
Corporate Trust Officer

Attest:

  
Assistant Secretary

