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September 29, 1994

RECORDATION NO. 18811-CYD
SEP 29 1994 10:00 AM
INTERSTATE COMMERCE COMMISSION

Direct Dial: (202)466-6532

0100383028

Honorable Vernon A. Williams
Acting Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Secretary Williams:

I have enclosed two originals of each of the two documents described below, to be recorded pursuant to 49 U.S.C. §11303.

I. The first document is a Termination of Interim User Agreement, a secondary document, dated as of September 29, 1994. The primary document to which this is connected is recorded under Recordation No. 18811. We request that this document be recorded under Recordation No. 18811-C.

The names and addresses of the parties to the Termination of Interim User Agreement are:

Lessor:

General Electric Company
33 West Monroe Street
Chicago, IL 60603

Lessee:

Southern Pacific Transportation Company
One Market Plaza
San Francisco, CA 94105

Counter parts - [Signature]

LICENSING DIVISION
SEP 29 10 30 AM '94
FEDERAL REGISTER

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A description of the equipment covered by the Termination of Interim User Agreement consists of 50 Dash 9-44 CW locomotives numbered SP 8100-8149, inclusive.

II. The second document is a Termination of Assignment, a secondary document, dated as of September 29, 1994. The primary document to which this is connected is recorded under Recordation No. 18811. We request that this document be recorded under Recordation No. 18811-D.

The names and addresses of the parties to the Termination of Assignment are:

Assignor:

General Electric Company
33 West Monroe Street
Chicago, IL 60603

Assignee:

The Chase Manhattan Bank, N.A.
1 Chase Manhattan Plaza
New York, NY 10081

A description of the equipment covered by the Termination of Assignment consists of 50 Dash 9-44 CW locomotives numbered SP 8100-8149, inclusive.

A fee of \$36.00 is enclosed. Please return one original to:

Louis E. Gitomer
Ball, Janik & Novack
Suite 1035
1101 Pennsylvania Avenue, N.W.
Washington, DC 20004

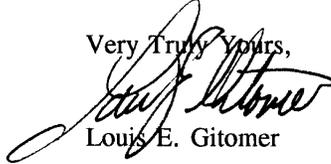
A short summary of the documents to appear in the index follows: (1) a Termination of Interim User Agreement by General Electric Company, 33 West Monroe Street, Chicago, IL 60603, and Southern Pacific Transportation Company, One Market Plaza, San Francisco, CA 94105; and (2) a Termination of Assignment by General Electric Company, 33 West Monroe Street, Chicago, IL 60603, and The Chase Manhattan Bank, N.A., 1 Chase

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Manhattan Plaza, New York, NY 10081, covering 50 Dash 9-44 CW locomotives numbered
SP 8100-8149, inclusive.

Very Truly Yours,

A handwritten signature in cursive script, appearing to read "Louis E. Gitomer".

Louis E. Gitomer

Enclosures

18811-C

SEP 29 1994

TERMINATION OF INTERIM USER AGREEMENT

THIS TERMINATION OF INTERIM USER AGREEMENT, made the 29th day of September, 1994 by and between General Electric Company, a New York corporation acting through its Transportation Systems Business Operation ("GE"), and Southern Pacific Transportation Company ("Railroad").

WHEREAS, GE and Railroad are parties to an Interim Agreement dated as of May 13, 1994 (the "Agreement"), which Agreement is recorded with the Interstate Commerce Commission (the "ICC" U.S.C. Section 11303, on May 17, 1994 and given Recordation Number

RECORD
18811-C

WHEREAS, on July 1, 1994, GE assigned to The Chase Manhattan Bank, N.A. certain of its specified right, title and interest in the Agreement (the "Assignment"), which Assignment was duly filed for recordation with the ICC pursuant to 49 U.S.C. Section 11303, on July 1, 1994 and given Recordation Number 18811-A; and

WHEREAS, GE and Railroad desire to terminate and cancel the Agreement in its entirety;

NOW THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt of which is acknowledged, Railroad and GE, intending to be legally bound, agree as follows:

1. Railroad and GE hereby terminate and cancel the Agreement, effective September 29, 1994.
2. The parties agree to record this Termination of Interim User Agreement with the ICC so as to release GE's lien against all of the 50 locomotives covered thereby.
3. This Termination of Interim User Agreement may be executed in one or more counterparts, each of which counterparts when so executed shall be

deemed to be an original, but all of which counterparts, taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Railroad and GE have each caused this Termination of Interim User Agreement to be duly executed by their authorized officers as of the day and year first above written.

**SOUTHERN PACIFIC
TRANSPORTATION COMPANY**

By: *[Signature]*

Title Treasurer

GENERAL ELECTRIC COMPANY

By: _____
Robert J. Koontz, Acting General
Manager, Americas Locomotive
Marketing/Sales/Service

deemed to be an original, but all of which counterparts, taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Railroad and GE have each caused this Termination of Interim User Agreement to be duly executed by their authorized officers as of the day and year first above written.

**SOUTHERN PACIFIC
TRANSPORTATION COMPANY**

By: _____

Title _____

GENERAL ELECTRIC COMPANY

By: RA Koontz

Robert J. Koontz, Acting General
Manager, Americas Locomotive
Marketing/Sales/Service

Commonwealth of Pennsylvania)
)
County of Erie)

On this 27th day of September, 1994, before me personally appeared Robert J. Koontz, to me personally known, who, being duly sworn, did say that he is Acting General Manager, Americas Locomotive Marketing/Sales/Service of General Electric Company, that the foregoing instrument was signed on behalf of such 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 such corporation.

My commission expires:

Notary Public

State of California
County of San Francisco

On September 27, 1994, before me, Virginia Fraire-Fong, Notary Public, personally appeared Lynn Dicken, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Virginia Fraire-Fong



