

0100469017

BALL, JANIK & NOVACK

ATTORNEYS AT LAW

1101 PENNSYLVANIA AVE. N.W., SUITE 1035
WASHINGTON, D. C. 20004
TELEPHONE (202) 638-3307
TELECOPY (202) 783-6947

101 S.W. MAIN ST. SUITE 1100
PORTLAND, OREGON 97204 3274
TELEPHONE (503) 228-2525
TELECOPY (503) 295-1058

December 29, 1994

Karl Morell
Direct Dial: (202)466-6533

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

Dear Secretary Williams:

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

I. The first document is a Trust Indenture Supplement (SPT 1994-C) No. 2, a secondary document, dated as of December 29, 1994. The primary document to which this is connected is recorded under Recordation No. 18859. We request that this document be recorded under Recordation No. 18859-F.

The name and address of the party to the Trust Indenture Supplement (SPT 1994-C) No. 2 is:

Owner Trustee:

Shawmut Bank Connecticut, National Association
777 Main Street, MSN 238
Hartford, CT 06115

A description of the equipment covered by the Trust Indenture Supplement (SPT 1994-C) No. 2 consists of 45 SD40M-2 Locomotives numbered SP 8608-8617, inclusive; 8661, 8663, 8665-8669, inclusive; 8671-8688, inclusive; and 8697-8706, inclusive.

II. The second document is a Lease Supplement No. 3 (SPTC Trust No. 1994-2) (Redesignated SPT 1994-C), a secondary document, dated as of December 29, 1994. The primary document to which this is connected is recorded under Recordation No. 18859. We request that this document be recorded under Recordation No. 18859-G.

Counterparts - Judith McConnell

RECORDED
18859-F
DEC 29 1994 - 10 45 AM

RECORDED
18859-G
DEC 29 1994 - 10 45 AM

BALL, JANIK & NOVACK

Honorable Vernon A. Williams
December 29, 1994
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The names and addresses of the parties to the Lease Supplement No. 3 (SPTC Trust No. 1994-2) (Redesignated SPT 1994-C) are:

Lessor:

Shawmut Bank Connecticut, National Association
777 Main Street, MSN 238
Hartford, CT 06115

Lessee:

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

A description of the equipment covered by the Lease Supplement No. 3 (SPTC Trust No. 1994-2) (Redesignated SPT 1994-C) consists of 45 SD40M-2 Locomotives numbered SP 8608-8617, inclusive; 8661, 8663, 8665-8669, inclusive; 8671-8688, inclusive; and 8697-8706, inclusive.

A fee of \$42.00 is enclosed. Please return two originals of each document to:

Karl Morell
Of Counsel
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) the Trust Indenture Supplement (SPT 1994-C) No. 2 by Shawmut Bank Connecticut, National Association, 777 Main Street, MSN 238, Hartford, CT 06115; and (2) the Lease Supplement No. 3 (SPTC Trust No. 1994-2) (Redesignated SPT 1994-C) between Shawmut Bank Connecticut, National Association, 777 Main Street, MSN 238, Hartford, CT 06115, and Southern Pacific Transportation Company, One Market Plaza, San Francisco, CA 94105, both covering 45 SD40M-2 Locomotives numbered SP 8608-8617, inclusive; 8661, 8663, 8665-8669, inclusive; 8671-8688, inclusive; and 8697-8706, inclusive.

Very Truly Yours,



Karl Morell

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

12/29/94

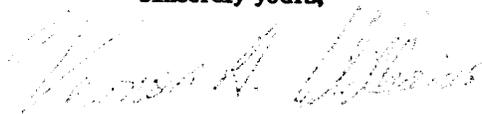
OFFICE OF THE SECRETARY

Karl Morell
Ball, Janik & Novack
1101 Pennsylvania Ave., NW., Ste. 1035
Washington, DC. 20004

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 12/29/94 at 10:45AM, and assigned recordation number(s). 18859-F and 18859-G.

Sincerely yours,



Vernon A. Williams
Secretary

Enclosure(s)

(0100469017)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



18859-F

DEC 29 1994 10 45 AM

TRUST INDENTURE SUPPLEMENT (SPT 1994-C) NO. 2

Dated as of December 29, 1994

of

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,
not in its individual capacity except
as expressly provided herein but
solely as Owner Trustee

45 Remanufactured SD40M-2 Locomotives

Filed with the Interstate Commerce Commission pursuant to 49
U.S.C. § 11303 on _____, 1994 at _____.M.
Recordation Number _____ and deposited in the Office of the
Registrar General of Canada pursuant to Section 90 of the Railway
Act of Canada on _____, 1994, at _____.M.

TRUST INDENTURE SUPPLEMENT
(SPT 1994-C) NO. 2

This TRUST INDENTURE SUPPLEMENT (SPT 1994-C) No. 1, dated as of December 29, 1994 (this "Indenture Supplement") of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement (SPTC Trust No. 1994-2) (redesignated SPT 1994-C), dated as of January 15, 1994 (as amended from time to time, the "Trust Agreement"), between the Owner Trustee in its individual capacity and PMCC Leasing Corporation, a Delaware corporation, as Owner Participant;

W I T N E S S E T H:

WHEREAS, the Amended and Restated Trust Indenture and Security Agreement (SPT 1994-C), dated as of September 29, 1994 (the "Indenture"), between the Owner Trustee and The First National Bank of Boston, a national banking association, as Loan Trustee (the "Loan Trustee"), provides for the execution and delivery of supplements thereto (individually, an "Indenture Supplement" and, collectively, the "Indenture Supplements") substantially in the form hereof which shall particularly describe the Equipment (such term and other terms defined in the Indenture being used herein as defined therein) and shall specifically mortgage the Equipment to the Loan Trustee; and

WHEREAS, the Indenture relates to the Equipment described on Schedule 1 attached hereto and made a part hereof;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and premium, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes and in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of such Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Loan Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, the property comprising the Equipment described on Schedule 1 hereto and (ii) has sold, assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date herewith with respect to the Equipment described on Schedule 1 hereto (excluding, however, any rights to Excepted Property thereunder), to the Loan Trustee, its successors and assigns, in

the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Loan Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Indenture Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Indenture Supplement is being delivered in the State of New York.

This Indenture Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Indenture Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in Schedule 1 hereto has been purchased by the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION, not in its
individual capacity, but solely
as Owner Trustee

By: 

Name:

ALAN B. COFFEY

Title:

ASSISTANT VICE PRESIDENT

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) SS

On this _____ of December, 1994, before me personally appeared ALAN B. COFFEY, to me personally known, who being by me duly sworn, said that he is ~~ASSISTANT VICE PRESIDENT~~ of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, that said instrument was signed on behalf of said national banking association on such day 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 association.



Notary Public

[NOTARIAL SEAL]

DAWN P. HEINTZ
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1997

My commission expires: _____

UNITS

<u>No. of Units</u>	<u>Description</u>	<u>Road Numbers</u>
45	Remanufactured SD40M-2 Locomotives	SP8608 through SP8617, inclusive; SP8661; SP8663; SP8665 through SP8669, inclusive; SP8671 through SP8682, inclusive; SP8683 through SP8688, inclusive; SP8697 through SP8700, inclusive; and SP8701 through SP8706, inclusive.