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September 29, 1994

19002-A
SEP 29 1994
INTERSTATE COMMERCE COMMISSION

Direct Dial: (202)466-6532

Counterparts - J. Williams

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 Memorandum of Lease Agreement SPT 1994-B, a primary document, dated as of September 29, 1994. Please record this document under the next available Recordation Number.

The names and addresses of the parties to the Memorandum of Lease Agreement SPT 1994-B are:

Lessor:

State Street Bank and Trust Company of Connecticut,
National Association
225 Franklin Street
Boston, MA 02110

Lessee:

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

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A description of the equipment covered by the Memorandum of Lease Agreement SPT 1994-B consists of 50 General Electric Dash 9-44 CW Diesel Electric Freight Locomotives numbered SP 8150-8199, inclusive.

II. The second document is a Trust Indenture and Security Agreement (SPT 1994-B), a secondary document, dated as of September 29, 1994. We request that this document be recorded under the A suffix of the Recordation Number for the Memorandum of Lease Agreement SPT 1994-B.

The names and addresses of the parties to Trust Indenture and Security Agreement (SPT 1994-B) are:

Owner Trustee:

State Street Bank and Trust Company of Connecticut,
National Association
225 Franklin Street
Boston, MA 02110

Indenture Trustee:

The First National Bank of Boston
Blue Hills Office Park
150 Royall Street
Canton, MA 02021

A description of the equipment covered by the Trust Indenture and Security Agreement (SPT 1994-B) consists of 50 General Electric Dash 9-44 CW Diesel Electric Freight Locomotives numbered SP 8150-8199, inclusive.

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

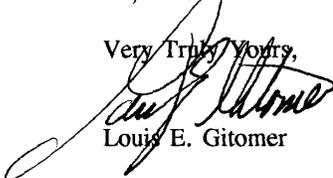
Louis E. Gitomer
Ball, Janik & Novack
Suite 1035
1101 Pennsylvania Avenue, N.W.
Washington, DC 20004

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A short summary of the documents to appear in the index follows: (1) a Memorandum of Lease Agreement SPT 1994-B between State Street Bank and Trust Company of Connecticut, National Association, 225 Franklin Street, Boston, MA 02110, and Southern Pacific Transportation Company, One Market Plaza, San Francisco, CA 94105; and (2) Trust Indenture and Security Agreement (SPT 1994-B) between State Street Bank and Trust Company of Connecticut, National Association, 225 Franklin Street, Boston, MA 02110, and The First National Bank of Boston, Blue Hills Office Park, 150 Royall Street, Canton, MA 02021, both covering 50 General Electric Dash 9-44 CW Diesel Electric Freight Locomotives numbered SP 8150-8199, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosures

19002
REGISTRATION NO. _____ FILED _____

SEP 29 1994 - 11:20 AM

EXECUTION COPY

MEMORANDUM OF LEASE AGREEMENT

SPT 1994-B

dated as of September 29, 1994

between

SOUTHERN PACIFIC TRANSPORTATION COMPANY,

as Lessee,

and

STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT,
NATIONAL ASSOCIATION,
not in its individual capacity
except as otherwise expressly provided herein,
but solely as Owner Trustee,

as Lessor

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 59 U.S.C. § 11303
on September __, 1994 at _____.M.

SPT 1994-B

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of September 29, 1994 by and between STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, a national banking association ("State Street"), not in its individual capacity except as otherwise expressly provided, but solely as Owner Trustee under a Trust Agreement, dated as of September 29, 1994, between Ford Motor Credit Corporation, a Delaware corporation, and State Street ("Lessor"), and SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation ("Lessee"), with reference to the following:

1. Lessor has agreed to purchase and lease to Lessee, and Lessee has agreed to lease from Lessor, up to 50 General Electric Dash 9-44 CW Diesel Electric Freight Locomotives numbered SP 8150 through SP 8199, inclusive, described in the Lease Agreement and in the Lease Supplements to be executed and delivered by Lessor and Lessee from time to time, all pursuant to that certain Lease Agreement of Railroad Equipment (SPT 1994-B), dated as of September 29, 1994 (the "Lease"), between Lessor and Lessee;
2. The Lease shall be effective as of the date of the Debt Closing Date (as defined in the Lease) and shall be subject to the Lease Term, as defined therein.

This Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

STATE STREET BANK AND TRUST COMPANY
OF CONNECTICUT, NATIONAL ASSOCIATION,
not in its individual capacity, except as
otherwise expressly provided herein, but
solely as Owner Trustee,

By: _____

Title:

MICHAEL J. D'ANGELICO
VICE PRESIDENT

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By: _____

Title:

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

STATE STREET BANK AND TRUST COMPANY
OF CONNECTICUT, NATIONAL ASSOCIATION,
not in its individual capacity, except as
otherwise expressly provided herein, but
solely as Owner Trustee,

By: _____
Title:

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By: *[Signature]*
Title: Vice President-Finance

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO)

On _____, 1994 before me, _____,
Notary Public, personally appeared _____, personally known to me to
be the person whose name is subscribed to the within instrument and acknowledged to me
that he executed the same in his authorized capacity, and that by his 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.

Notary Public

STATE OF Massachusetts)
) ss.:
COUNTY OF Suffolk)

MICHAEL J. D'ANGELICO
VICE PRESIDENT

On this 26th day of September, 1994, before me personally appeared
to me personally known, who, by me being duly sworn, says that he is a
of State Street Bank and Trust Company of Connecticut, National
Association, and that the foregoing instrument was signed on behalf of said bank 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 bank.

Daniel Golden
Notary Public

DANIEL GOLDEN
Notary Public
My Commission Expires June 26, 1998

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO)

On Sept. 26, 1994 before me, Virginia Fraire-Fong,
Notary Public, personally appeared LC Yarbem, personally known to me to
be the person whose name is subscribed to the within instrument and acknowledged to me
that he executed the same in his authorized capacity, and that by his 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
Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ___ day of September, 1994, before me personally appeared
_____, to me personally known, who, by me being duly sworn, says that he is a
_____ of State Street Bank and Trust Company of Connecticut, National
Association, and that the foregoing instrument was signed on behalf of said bank 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 bank.

Notary Public