

19403-E

TRUST INDENTURE SUPPLEMENT (SPT 1995-B) NO. 2

Dated August 15, 1995

of

STATE STREET BANK AND TRUST COMPANY,
as Owner Trustee

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on August __, 1995 at __.M. Recordation Number 19403-__ and deposited in the Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on August __, 1995, at __.M.

**TRUST INDENTURE SUPPLEMENT
(SPT 1995-B) NO. 2**

This INDENTURE SUPPLEMENT (SPT 1995-B) No. 2, dated August 15, 1995 (this "Indenture Supplement") of STATE STREET BANK AND TRUST COMPANY, a Massachusetts trust company, not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement (SPT 1995-B), dated as of April 25, 1995 (as amended from time to time, the "Trust Agreement"), between the Owner Trustee in its individual capacity and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as Owner Participant;

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (SPT 1995-B), dated as of April 25, 1995 (the "Indenture"), between the Owner Trustee and The First National Bank of Boston, a national banking association, as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of supplements thereto (individually, an "Indenture Supplement" and, collectively, "Indenture Supplements") substantially in the form hereof which shall particularly describe the Equipment (such term and other terms defined in the Indenture referred to below being used herein as therein defined) included in the property covered by the Trust Agreement, by having attached thereto a copy of the Lease Supplement covering the Equipment and shall specifically mortgage the Equipment to the Indenture Trustee;

WHEREAS, the Indenture relates to the Equipment described in the copy of Schedule 1 to the Lease Supplement of even date attached hereto and made a part hereof; and

WHEREAS, three (3) Units (road numbers SP 198, SP 199 and SP 200) were erroneously identified in the Indenture as being subject to the Indenture, and Owner Trustee and Indenture Trustee desire to terminate the Indenture with respect to such Units and to record such termination with the ICC;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and premium, if any, and interest on each Equipment Note issued on the date hereof and 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 in such 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 Indenture 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 in the copy of the Lease Supplement attached 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 (excluding, however, any rights to Excepted

Property thereunder), referred to above, to the Indenture 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.

The principal amount of the Equipment Notes issued on the date hereof, as of each Installment Payment Date, shall be allocated among the Series of such Equipment Notes as indicated in Annex A hereto.

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

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

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

AND FURTHER, the Owner Trustee and the Indenture Trustee hereby terminate the Indenture as to the following Units:

<u>No. of Units</u>	<u>Description Of Equipment</u>	<u>Road Numbers</u>
3	General Electric AC4400 CW Diesel-Electric Freight Locomotives	SP 198, SP 199 and SP 200

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof 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, each of the Owner Trustee and the Indenture 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.

STATE STREET BANK AND TRUST
COMPANY,
not in its individual capacity, but solely as Owner
Trustee

By: Jill Olson
Name: Jill Olson
Title: Assistant Vice President

THE FIRST NATIONAL BANK OF BOSTON,
as Indenture Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the Owner Trustee and the Indenture 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.

STATE STREET BANK AND TRUST
COMPANY,
not in its individual capacity, but solely as Owner
Trustee

By: _____
Name:
Title:

THE FIRST NATIONAL BANK OF BOSTON,
as Indenture Trustee

By: 
Name: Donna L. Germain
Title: Account Manager

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Suffolk)

ss:

On this 4th day of August, 1995, before me personally appeared Donna L. [unclear], to me personally known, who, by me being duly sworn, says that he is Assistant Manager of THE FIRST NATIONAL BANK OF BOSTON, and that the foregoing instrument was signed on such date 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.

Ralph E. Jones
Notary Public

RALPH E. JONES, NOTARY PUBLIC
100 STATE STREET, SUITE 1000, BOSTON, MA 02109

LEASE SUPPLEMENT (SPT 1995-B) NO. 2

Dated August 15, 1995

between

STATE STREET BANK AND TRUST COMPANY,

Lessor,

and

SOUTHERN PACIFIC TRANSPORTATION COMPANY,

Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, THE FIRST NATIONAL BANK OF BOSTON, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (SPT 1995-B), DATED AS OF APRIL 25, 1995, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 24 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. ONLY THAT COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY THE FIRST NATIONAL BANK OF BOSTON, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 30 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on August __, 1995 at __:__. M. Recordation Number 19403-__, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on August __, 1995, at __:__. M.

LEASE SUPPLEMENT (SPT 1995-B) NO. 2

LEASE SUPPLEMENT (SPT 1995-B) No. 2 dated August 15, 1995 (this "Lease Supplement") between STATE STREET BANK AND TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee ("Lessor") under the Trust Agreement, and SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation ("Lessee");

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease of Railroad Equipment (SPT 1995-B) dated as of April 25, 1995 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the purchase by the Lessor and lease by Lessor to the Lessee of the Units thereunder as and when purchased by Lessor in accordance with and subject to the terms of the Lease; and

WHEREAS, three (3) Units (road numbers SP 198, SP 199 and SP 200) were erroneously identified in the Lease as being subject to the Lease, and Lessor and Lessee desire to terminate the Lease with respect to such Units and to record such termination with the ICC;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto at the time and on the dates set forth in the applicable Certificate(s) of Acceptance and such Units comply in all material respects with the specifications for such Units and are in good working order.
2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.
3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.
4. The Funding Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.
5. The amounts comprising the aggregate Equipment Cost of the Units leased hereunder are set forth on Schedule 1 hereto. The Basic Rent, Stipulated Loss Values, Termination Values and EBO Amount applicable in respect of the Units are set forth, respectively, on Schedules 3, 4, 5 and 6 to the Participation Agreement.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. Lessor and Lessee hereby terminate the Lease as to the following Units:

<u>No. of Units</u>	<u>Description Of Equipment</u>	<u>Road Numbers</u>
3	General Electric AC4400 CW Diesel-Electric Freight Locomotives	SP 198, SP 199 and SP 200

8. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

9. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Lease of Railroad Equipment, dated as of April 25, 1995", the "Lease Agreement, dated as of April 25, 1995" or the "Lease, dated as of April 25, 1995," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

10. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

11. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

12. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

STATE STREET BANK AND TRUST
COMPANY,
not in its individual capacity, but solely as Owner
Trustee

By: Jill Olson
Name: Jill Olson
Title: Assistant Vice President

LESSEE:

SOUTHERN PACIFIC TRANSPORTATION
COMPANY

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK)

ss:

On this 7th day of August, 1995, before me personally appeared Jill Olson, to me personally known, who, by me being duly sworn, says that he is **ASSISTANT VICE PRESIDENT** of STATE STREET BANK AND TRUST COMPANY, and that the foregoing instrument was signed on such date 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

My commission expires 7/8/99

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

STATE STREET BANK AND TRUST
COMPANY,
not in its individual capacity, but solely as Owner
Trustee

By: _____

Name:

Title:

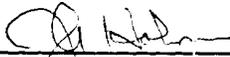
LESSEE:

SOUTHERN PACIFIC TRANSPORTATION
COMPANY

By: _____

Name:

Title:


J. A. Holm

Vice President-
Human Resources

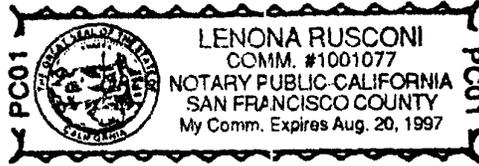
SPT 1995-B

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

ss:

On August 8, 1995, before me, Lenona Rusconi, Notary Public, personally appeared J. A. Holm, 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.



Lenona Rusconi
Notary Public

Schedule 1
to
LEASE SUPPLEMENT
(SPT 1995-B) NO. 2

Description of Equipment

<u>No. Of Units</u>	<u>Description Of Equipment</u>	<u>Road Numbers</u>	<u>Equipment Cost per Unit</u>
30	General Electric AC4400 CW Diesel- Electric Freight Locomotives (with Harris Locotrol III equipment)	SP 201-214, inclusive SP 285-300, inclusive	\$1,743,363.00