

WJG
Surface Transportation Board

BALL JANIK LLP

A T T O R N E Y S

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WASHINGTON, D.C. 20005

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RECEIVED
SURFACE TRANSPORTATION
BOARD

SEP 20 3 41 PM '96

19403-F.G.

SEP 20 1996

September 20, 1996

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Secretary Williams:

I have enclosed three originals of the two documents described below, to be recorded pursuant to 49 U.S.C. § 11301.

I. The first document is **Lease Supplement (SPT 1995-B) No. 3**, a secondary document, dated September 13, 1996. The primary document to which this is connected is recorded under Recordation No. 19403. We request that this document be recorded under Recordation No. 19403-F.

The names and addresses of the parties to Lease Supplement (SPT 1995-B) No. 3 are:

Lessor:

State Street Bank and Trust Company
225 Franklin Street
Boston, MA 02110

Lessee:

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

A description of the equipment covered by Lease Supplement (SPT 1995-B) No. 3 consists of two General Electric AC4400 CW diesel-electric locomotives numbered SP 145 and 224 which have been destroyed, and two General Electric AC4400 CW diesel-electric locomotives numbered SP 198 and 378 which are substituted under the Lease.

Honorable Vernon A. Williams
September 20, 1996
Page 2

II. The second document is **Trust Indenture Supplement (SPT 1995-B) No. 3**, a secondary document, dated September 13, 1996. The primary document to which this is connected is recorded under Recordation No. 19403. We request that this document be recorded under Recordation No. 19403-G.

The name and address of the party to Trust Indenture Supplement (SPT 1995-B) No. 3 is:

Owner Trustee:

State Street Bank and Trust Company
225 Franklin Street
Boston, MA 02110

A description of the equipment covered by Trust Indenture Supplement (SPT 1995-B) No. 3 consists of two General Electric AC4400 CW diesel-electric locomotives numbered SP 145 and 224 which have been destroyed, and two General Electric AC4400 CW diesel-electric locomotives numbered SP 198 and 378 which are substituted under the Lease.

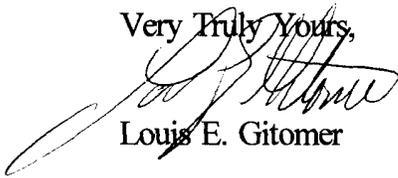
A fee of \$44.00 is enclosed. Please return two originals of each document to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

Honorable Vernon A. Williams
September 20, 1996
Page 3

A short summary of the documents to appear in the index follows: (1) Lease Supplement (SPT 1995-B) No. 3 between State Street Bank and Trust Company, 225 Franklin Street, Boston, MA 02110, and Southern Pacific Transportation Company, One Market Plaza, San Francisco, CA 94105; and (2) Trust Indenture Supplement (SPT 1995-B) No. 3 by State Street Bank and Trust Company, 225 Franklin Street, Boston, MA 02110, both covering two General Electric AC4400 CW diesel-electric locomotives numbered SP 145 and 224 which have been destroyed, and two General Electric AC4400 CW diesel-electric locomotives numbered SP 198 and 378 which are substituted under the Lease.

Very Truly Yours,



Louis E. Gitomer

Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

9/20/96

Louis E. Gitomer
Of Counsel
Ball Janik LLP
1455 F Street, NW., Ste. 225
Washington, DC., 20005

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 9/20/96 at 3:45PM, and assigned recordation number(s). 17816-A, 19403-F and 19403-G.

Sincerely yours,

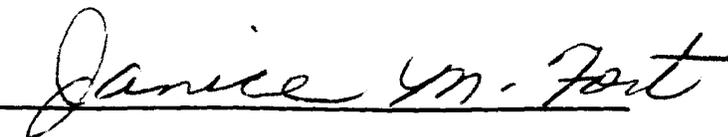


Vernon A. Williams
Secretary

Enclosure(s)

\$ 66.00 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



SPT 1995-B

14403-F

SEP 13 1996

FORM OF
LEASE SUPPLEMENT (SPT 1995-B) NO. 43

Dated as of September 13, 1996

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, 1996, 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 Surface Transportation Board pursuant to 49 U.S.C. § 11301 on _____, 1996, 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 _____, 1996, at _____:_____M.

LEASE SUPPLEMENT (SPT 1995-B) NO. ³⁸ ~~2~~ ³ ~~h~~

LEASE SUPPLEMENT (SPT 1995-B) No. ~~2~~ ³⁸, dated September ~~13~~ ¹³, 1996 (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; and

WHEREAS, the Lease in Section 9.4 provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of the replacement of Units;

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 destroyed on February 21, 1996 Units SP 145 and SP 224.
2. Lessee hereby designates as Replacement Units SP 198 and SP 378 and has furnished the Lessor with a warranty bill of sale and an assignment of warranties with respect to both Replacement Units. Lessor hereby confirms delivery and lease to Lessee of the Replacement Units SP 198 and SP 378 and Lessee hereby confirms acceptance and lease from Lessor, and the Lease as hereby supplemented Units SP 198 and SP 378.
3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Replacement Units SP 198 and SP 378 as of the date hereof.
4. 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.
5. 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.

(SPT 1995-B)

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

(SPT 1995-B)

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

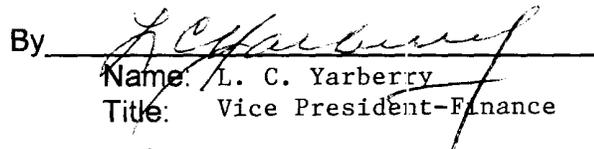
LESSOR:

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

By 
Name: PATRICK B. THEBAUD
Title: ASSISTANT VICE PRESIDENT

LESSEE:

SOUTHERN PACIFIC TRANSPORTATION
COMPANY

By 
Name: L. C. Yarberry
Title: Vice President-Finance

Receipt of the original counterpart
of the foregoing Lease Supplement
No. ___ is hereby acknowledged
this ___ day of August, 1996.

THE FIRST NATIONAL BANK OF BOSTON,
as Indenture Trustee

By 
Name: E. Dacker Adonis
Title: Authorized Signer

(SPT 1995-B)

STATE OF CALIFORNIA)
) ss:
CITY AND COUNTY OF SAN FRANCISCO)

On September 12, 1996, before me, Virginia Fraire-Fong, Notary Public, personally appeared W. Yumbert, 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
Notary Public



(SPT 1995-B)

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this ^{14th} day of September __, 1996, before me personally appeared Patrick E. Theodoro, 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 day 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.



SCOTT KNOX
Notary Public
My Commission Expires July 12, 2002