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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

April 30, 1993

3-123A004

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 17977 ^B FILED 1426

MAY 3 1993 10-45 AM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are four (4) duly executed and acknowledged copies of a Locomotive Rebuild/Interim Lease/Purchase Agreement Termination (Partial) dated as of April 30, 1993, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Locomotive Rebuild/Interim Lease/Purchase Agreement dated as of October 1, 1992 which document was filed and recorded with the Commission on October 9, 1992 under Recordation Number 17977.

The names and addresses of the parties to the enclosed document are:

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

Electro-Motive Division
General Motors Corporation
LaGrange, Illinois

MAY 3 10 45 AM '93

A description of the railroad equipment covered by the enclosed document

is:

Thirteen (13) EMD locomotives bearing SP road marks and numbered 7303, 7306, 7320, 7323, 7326, 7331, 7335, 7336, 8304, 8316, 8350, 8355 and 8496.

Conveyance Betty J. O'...

Mr. Sidney L. Strickland, Jr.
April 30, 1993
Page 2

Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return three (3) stamped copies of the enclosed document to Robert W. Alvord, Esq., Alvord and Alvord, 918 - 16th Street, N.W., Washington, DC 20006.

Very truly yours,


Robert W. Alvord

RWA/bg
Enclosures

MAY 3 1993 10:45 AM

LOCOMOTIVE REBUILD/INTERIM LEASE/INTERSTATE COMMERCE COMMISSION
PURCHASE AGREEMENT TERMINATION

(Partial)

This terminates the Locomotive Rebuild/Interim Lease/Purchase Agreement, dated as of October 1, 1992, ("Rebuild Agreement") between SOUTHERN PACIFIC TRANSPORTATION COMPANY ("Railroad"), a Delaware corporation, and ELECTRO-MOTIVE DIVISION, GENERAL MOTORS CORPORATION, ("EMD"), a Delaware corporation only with respect to the following locomotives: Road Nos. 7303, 7306, 7320, 7323, 7326, 7331, 7335, 7336, 8304, 8316, 8350, 8355, and 8496 (hereinafter referred to as "Terminated Equipment"). The Rebuild Agreement and the hereinafter described recordation with the Interstate Commerce Commission ("ICC") with respect to locomotives listed on Exhibit B hereto continues in full force and effect.

WHEREAS, Railroad and EMD executed a Locomotive Rebuild/Interim Lease/Purchase Agreement, dated as of October 1, 1992, relating to the equipment described in Exhibit A hereto ("Locomotives");

WHEREAS, the Rebuild Agreement was duly filed for recordation with the Interstate Commerce Commission ("ICC") pursuant to 49 U.S.C. Section 11303, as recorded on October 9, 1992 at 10:00am Recordation No. 17977;

WHEREAS, the parties hereto desire to terminate and cancel the Rebuild Agreement with respect to the Terminated Equipment and to record this termination and cancellation;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Railroad and EMD agree as follows:

1. Railroad and EMD hereby terminate and cancel the Rebuild Agreement, effective April 30, 1993 with respect to the Terminated Equipment.
2. The parties agree to record this Agreement with the ICC so as to release the lien against the Terminated Equipment constituted by the Rebuild Agreement.

3. The parties agree that the Rebuild Agreement and the above-mentioned recordation with the ICC shall continue in full force and effect with respect to locomotives listed on Exhibit B hereto.
4. This Agreement may be executed by the parties in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) shall together constitute but one and the same instrument.

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

SOUTHERN PACIFIC TRANSPORTATION
COMPANY

By: E. E. Seedy
Title: Treasurer

ELECTRO-MOTIVE DIVISION
GENERAL MOTORS CORPORATION

By: _____
Title: _____

3. The parties agree that the Rebuild Agreement and the above-mentioned recordation with the ICC shall continue in full force and effect with respect to locomotives listed on Exhibit B hereto.
4. This Agreement may be executed by the parties in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) shall together constitute but one and the same instrument.

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

**SOUTHERN PACIFIC
TRANSPORTATION COMPANY**

By: _____

Title: _____

**ELECTRO-MOTIVE DIVISION
GENERAL MOTORS CORPORATION**

By: Paul

Title: ASSISTANT SECRETARY.

State of Illinois)
County of Cook) ss.

On this 30th day of April, 1993, before me personally appeared Keith A. McCanless, to me personally known, who, being by me duly sworn, did say that he is a Assistant Secretary of Electro-Motive Division, General Motors Corporation, that the 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.

Paula D'Adamo
Notary Public

My commission expires:



State of _____)
County of _____) ss.

On this _____ day of _____, 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is a _____ of _____, that the 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.

Notary Public

My commission expires:

Locomotive Numbers
EXHIBIT A
 (ALL SOUTHERN PACIFIC TRANSPORTATION COMPANY)

7303	8491	8328
7306	8492	8329
7314	8493	8330
7316	8494	8333
7320	8496	8335
7321	8527	8337
7323	8548	8343
7326	8549	8345
7331	8557	8347
7333	8558	8359
7335	8194	8381
7336	8187	8382
7338	8201	8385
7400	8207	8386
7486	8231	8367
7609	8238	8368
7611	8242	8372*
7613	8243	8373*
7615	8245	8375*
7616	8250	8378*
7617	8254	8381*
7620	8273*	8385*
7623	8276*	8387*
7625	8282*	8391*
8301	8287*	8392*
8304	8288*	8395*
8305	8294*	8396*
8306	8296*	8400*
8318	8299*	8401*
8350	8300*	8402*
8351	8308	8403*
8352	8311	8404*
8355	8313	
8356	8314	

* Formerly owned by St. Louis Southwestern Railway Company and sold to Southern Pacific Transportation Company.

Locomotive Numbers
EXHIBIT B
 (ALL SOUTHERN PACIFIC TRANSPORTATION COMPANY)

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	8492	8329
7314	8493	8330
7316	[REDACTED]	8333
[REDACTED]	[REDACTED]	8335
[REDACTED]	8527	[REDACTED]
[REDACTED]	8548	8343
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	8557	[REDACTED]
[REDACTED]	8559	[REDACTED]
[REDACTED]	[REDACTED]	8351
[REDACTED]	8167	[REDACTED]
7338	8201	8365
[REDACTED]	8207	8366
7486	8231	8367
7609	8238	8368
7611	8242	8372*
7613	8243	[REDACTED]
7615	[REDACTED]	8375*
7616	8250	8378*
7617	[REDACTED]	8381*
7620	[REDACTED]	[REDACTED]
7623	8276*	8387*
[REDACTED]	8282*	8391*
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	8288*	[REDACTED]
[REDACTED]	[REDACTED]	8396*
[REDACTED]	8296*	[REDACTED]
[REDACTED]	8299*	[REDACTED]
[REDACTED]	[REDACTED]	8402*
[REDACTED]	[REDACTED]	8403*
8352	8311	8404*
[REDACTED]	8313	
8365	8314	

* Formerly owned by St. Louis Southwestern Railway Company and sold to Southern Pacific Transportation Company.

① 1957 schedule A