

\$32.00

Taylor, Morell & Gitomer

RECORDATION NO. 17977 FILED 1425

May 21, 1993

MAY 21 1993 11-18 AM

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INTERSTATE COMMERCE COMMISSION
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3-141A004

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MOTOR OPERATING UNIT

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Honorable Sidney L. Strickland
Secretary
Interstate Commerce Commission
Washington, DC 20423

RECORDATION NO. 17977K FILED 1425

MAY 21 1993 11-18 AM

INTERSTATE COMMERCE COMMISSION

Dear Secretary Strickland:

I have enclosed the five original copies of two documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document is Lease Supplement No. A-5, a secondary document, dated as of May 19, 1993, and the second document is Lease Supplement No. A-6, a secondary document, dated as of May 19, 1993. The primary document to which these are connected is recorded under Recordation No. 17977. We request that these documents be recorded under Recordation Nos. 17977-~~H~~_J and 17977-~~I~~_K.

The names and addresses of the parties to Lease Supplement No. A-5 are as follows:

Lessor:

U.S. Trust Company of California, N.A., as Owner Trustee
555 Flower Street
Los Angeles, CA 90071

Lessee:

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

The names and addresses of the parties to Lease Supplement No. A-6 are as follows:

Lessor:

U.S. Trust Company of California, N.A., as Owner Trustee
555 Flower Street
Los Angeles, CA 90071

James B. Holzer
C. [Signature]

Honorable Sidney L. Strickland, Jr.
May 20, 1993
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Lessee:

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

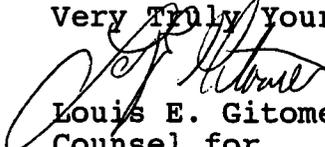
A description of the equipment covered by the documents consists of eight SD45-2 diesel electric locomotives numbered SP 7486, 9243, 9282, 9330, 9333, 9375, 9391, and 9402.

A fee of \$32.00 is enclosed. Please return four copies of the originals to:

Louis E. Gitomer
Taylor, Morell & Gitomer
Suite 210
919 18th Street, N.W.
Washington, DC 20006

A short summary of the documents to appear in the index follows: (1) Lease Supplement No. A-5, dated as of May 19, 1993, between U.S. Trust Company of California, N.A., as Owner Trustee, 555 Flower Street, Los Angeles, CA 90071, and Southern Pacific Transportation Company, One Market Plaza, San Francisco, CA 94105 covering four SD45-2 diesel electric locomotives numbered SP 7486, 9243, 9282, and 9330 and (2) Lease Supplement No. A-6, dated as of May 19, 1993, between U.S. Trust Company of California, N.A., as Owner Trustee, 555 Flower Street, Los Angeles, CA 90071, and Southern Pacific Transportation Company, One Market Plaza, San Francisco, CA 94105, covering four SD45-2 diesel electric locomotives numbered SP 9333, 9375, 9391, and 9402.

Very Truly Yours,


Louis E. Gitomer
Counsel for
Southern Pacific Transportation
Company

RECORDATION NO. 179779
MAY 21 1993 11:15 AM

INTERSTATE COMMERCE COMMISSION

This is Counterpart No. 2 of seven serially numbered manually executed counterparts. To the extent, if any, this document constitutes chattel paper under the UCC, no security interest in this document may be created through the transfer and possession of any counterpart other than Counterpart No. 1.

LEASE SUPPLEMENT NO. A-5

This LEASE SUPPLEMENT dated as of May 19, 1993, between U.S. TRUST COMPANY OF CALIFORNIA, N.A., not in its individual capacity but solely as Owner Trustee (the "Lessor") and SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H:

The Lessor and the Lessee have heretofore entered into that certain Equipment Lease dated as of March 31, 1993 (the "Lease"). The capitalized terms used herein have the meanings specified in the Lease unless elsewhere defined herein.

The Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of evidencing the lease, delivery and acceptance of Items of Equipment under the Lease.

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

1. The Lessor hereby leases to the Lessee and Lessee hereby leases from the Lessor the Items of Equipment described on Appendix I to this Lease Supplement ("Items of Equipment") on and subject to the terms and conditions set forth herein and in the Lease.
2. The Lessee represents to the Owner Trustee and each Owner Participant (a) that the Lessee has caused each such Item of Equipment to be inspected by its qualified inspector, (b) that each such Item of Equipment complies with all the specifications of the work orders relating to its rebuilding by General Motors Corporation (Electro-Motive Division) and complies with all the requirements of Section 6 of the Lease and (c) that each such Item of Equipment has been accepted for lease hereunder.

3. This Lease Supplement hereby incorporates by reference all the terms and conditions of the Lease.

4. Appendix II hereto sets forth the dates for the Interim Term and the Basic Term of the Lease and the dates and amounts of Interim Rent and Basic Rent payable for the Items of Equipment, and Appendix III hereto sets forth the Stipulated Loss Value payable in respect of an Event of Loss for the Items of Equipment.

5. Attached hereto as Appendix IV is a copy of a letter from the Lessee's insurance broker.

6. This Lease Supplement and the Lease constitute the entire agreement between the Lessor and the Lessee with respect to the Items of Equipment. This Lease Supplement may be executed in counterparts, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers, thereunto duly authorized, as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below its signature.

U.S. TRUST COMPANY OF
CALIFORNIA, N.A., not in its
individual capacity but solely
as Owner Trustee under the
Trust Agreement

by


Its Authorized Signatory

Executed on May 18, 1993.

SOUTHERN PACIFIC
TRANSPORTATION COMPANY,

by

Its Vice President
Transportation-Quality

Executed on _____, 1993.

APPENDIX I
 (to Lease Supplement NO. A-5)

DESCRIPTION OF ITEMS OF EQUIPMENT

<u>UNITS</u>	<u>DESCRIPTION OF UNITS</u>	<u>SELLER</u>	<u>UNIT NUMBERS</u>	<u>EQUIPMENT COST PER ITEM</u>	<u>TOTAL EQUIPMENT COST</u>
1	Model SD-45-2 3600 Horsepower Six Motor Diesel Electric Locomotives	General Motors	7486	\$400,000	\$ 400,000
3	Model SD-45-T2 3600 Horsepower Six Motor Diesel Electric Locomotives	General Motors	9243 9282 9330	\$400,000	\$1,200,000 \$1,600,000

SUMMARY OF LEASE TERMS

Lessee: SOUTHERN PACIFIC TRANSPORTATION COMPANY

Lessor: U.S. TRUST COMPANY OF CALIFORNIA, N.A.

Interim Term

Commencement Date:	May 20, 1993
Expiration Date:	November 30, 1993
Interim Rent quarterly:	\$98,596.20 & 86,996.80
Number of Payments:	2
Payment Dates:	August 31, and November 30, 1993

Basic Term

Commencement Date:	December 1, 1993
Expiration Date:	November 30, 1998
Payment frequency:	Quarterly
Advance/arrears:	Arrears
Basic Rent quarterly:	\$86,996.80
Basic Rent (%):	5.4373%
Number of Payments:	20
Total Equipment Cost:	\$1,600,000.00
Closing effective as of:	May 20, 1993

APPENDIX III
(to Lease Supplement No. A-5)

STIPULATED LOSS VALUE

(Stated as a Percentage of Equipment Cost)

<u>ON RENT PAYMENT DATE NO</u>	<u>STIPULATED LOSS VALUE</u>
Prior to 1	112.00
1	109.98
2	107.89
3	105.73
4	103.51
5	101.21
6	98.84
7	96.40
8	93.88
9	91.29
10	88.61
11	85.85
12	83.01
13	80.07
14	77.05
15	73.94
16	70.73
17	67.43
18	64.03
19	60.53
20	56.92
21	53.21
22	50.00