

\$16.00

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179778

SEP 17 1993 -3 05 PM
INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

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RECEIVED
OFFICE OF THE
SECRETARY

September 17, 1993

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

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) duly executed and acknowledged copies of a Locomotive Rebuild/Interim Lease/Purchase Agreement Termination (Final), dated September 17, 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 that certain Locomotive Rebuild/Interim Lease/Purchase Agreement Termination (Final), dated as of October 1, 1992, duly filed with the Commission under Recordation Number 17977.

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

Electro-Motive Division
General Motors Corporation
9301 West 55th Street
LaGrange, Illinois 60525

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

A description of the railroad equipment covered by the enclosed document is contained in the aforesaid Final Termination.

Kim Bartman
[Signature]

Mr. Sidney L. Strickland, Jr.
September 17, 1993
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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 one stamped copy of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

LOCOMOTIVE REBUILD/INTERIM LEASE/PURCHASE
AGREEMENT TERMINATION

179778
SEP 17 1993 -3 05 PM

(FINAL)

INTERSTATE COMMERCE COMMISSION

This terminates the Locomotive Rebuild/Interim Lease/Purchase Agreement dated October 1, 1992, between Southern Pacific Transportation Company ("Railroad") a Delaware corporation, and Electro-Motive Division, General Motors Corporation ("EMD"), a Delaware corporation with respect to the following locomotives: Three (3) Rebuilt SD40-2 Diesel Electric Locomotives bearing road numbers 7312, 7313, 7322 and twenty (20) Rebuilt SD40-T2 Diesel Electric Locomotives bearing road numbers 8300, 8308, 8309, 8310, 8312, 8313, 8322, 8325, 8356, 8359, 8361, 8362, 8363, 8367, 8376, 8489, 8490, 8497, 8528, and 8560 (hereinafter referred to as "Terminated Equipment").

WHEREAS, Railroad and EMD executed a Locomotive Rebuild/Interim Lease/Purchase Agreement, dated October 1, 1992, relating to the equipment described above ("Locomotives").

WHEREAS, the Locomotive Rebuild/Interim Lease/Purchase 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 10:00 a.m. Recordation No. 17977 and was amended on March 26, 1993, and said Amendment was filed with the ICC on April 28, 1993, at 9:50 a.m. Recordation No. 17977-F.

WHEREAS, the parties hereto desire to terminate and cancel the Locomotive Rebuild/Interim Lease/Purchase Agreement 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 Locomotive Rebuild/Interim Lease/Purchase Agreement, effective September 17, 1993.
2. The parties agree to record this Agreement with the ICC so as to release the lien against all of the Terminated Equipment constituted by the Locomotive Rebuild/Interim Lease/Purchase Agreement.
3. 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 offices as of the day and year first above written.

ELECTRO-MOTIVE DIVISION
GENERAL MOTORS CORPORATION
9301 W. 55th Street
LaGrange, Illinois 60525

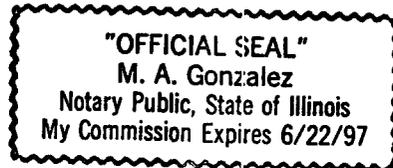
By: [Signature]
Title: ASSISTANT SECRETARY

State of Illinois)
County of Cook) ss.

On this _____ day of _____, 19__, 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.

M. A. Gonzalez
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:

SOUTHERN PACIFIC TRANSPORTATION
COMPANY

By *Laurance C. Yarberry*
Its Vice President-Finance

Executed this 14th day of
September, 1993 in San Francisco,
California

State of California)
)
County of San Francisco)

On September 14, 1993, before me, *Heidi A. Stoll*, Notary Public, personally appeared L. C. YARBERRY, 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.

Heidi A. Stoll

