

Southern Pacific 2-287A008 Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1000

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VICE PRESIDENT AND GENERAL COUNSEL

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GENERAL COUNSEL-LITIGATION

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LITIGATION (415) 541-1734

WRITER'S DIRECT DIAL NUMBER

(415) 541-1757

October 7, 1992

OCT 13 1992 10 02 AM

INTERSTATE COMMERCE COMMISSION

OCT 13 1992 10 02 AM

INTERSTATE COMMERCE COMMISSION

ROBERT S. BOGASON
DAVID W. LONG
CAROL A. HARRIS
LELAND E. BUTLER
GARY A. LAAKSO
STEPHEN A. ROBERTS
JAMES M. EASTMAN
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JOHN D. FEENEY
GENERAL ATTORNEYS

BARBARA A. SPRUNG
ASSISTANT GENERAL ATTORNEY

ROBERT E. PATTERSON
CECELIA C. FUSICH
ATTORNEYS

Mr. Sydney L. Strickland, Jr., Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, D.C. 20423

RE: I.C.C. Finance Docket No. 29063 --
Southern Pacific Transportation Company
Equipment Trust Agreement, Series 75

Dear Mr. Strickland:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) fully executed counterparts of Twelfth Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of August 20, 1992, creating Southern Pacific Transportation Company Equipment Trust, Series 75, a secondary document, as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Equipment Trust Agreement dated as of July 1, 1979, recorded on July 16, 1979, at 3:25 PM, assigned Recordation No. 10631;

First Supplement to Equipment Trust Agreement dated as of August 15, 1979, recorded on August 20, 1979, at 3:30 pm, assigned Recordation No. 10631-A;

Second Supplement to Equipment Trust Agreement dated as of September 19, 1979, recorded on September 20, 1979, at 4:20 PM, assigned Recordation No. 10631-B;

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Mr. Sydney L. Strickland, Jr.
Page Two

Third Supplement to Equipment Trust Agreement dated as of October 15, 1979, recorded on November 5, 1979, at 2:55 PM, assigned Recordation No. 10631-C;

Fourth Supplement to Equipment Trust Agreement dated as of December 20, 1979, recorded on December 31, 1979, at 2:15 PM, assigned Recordation No. 10631-D;

Fifth Supplement to Equipment Trust Agreement dated as of October 31, 1983, recorded on December 6, 1983, at 2:40 PM, assigned Recordation No. 10631-E;

Sixth Supplement to Equipment Trust Agreement dated as of June 1, 1984, recorded on June 19, 1984, at 3:10 PM, assigned Recordation No. 10631-F;

Seventh Supplement to Equipment Trust Agreement dated as of May 15, 1985, recorded on June 6, 1985, at 12:55 PM, assigned Recordation No. 10631-G;

Eighth Supplement to Equipment Trust Agreement dated as of March 31, 1986, recorded on April 29, 1986, at 9:55 AM, assigned Recordation No. 10631-H;

Assignment and Transfer of Certain Road Equipment dated as of March 31, 1986, recorded on April 29, 1986, at 9:55 AM, assigned Recordation No. 10631-I;

Ninth Supplement to Equipment Trust Agreement dated as of July 15, 1987, recorded on August 18, 1987, at 3:40 PM, assigned Recordation No. 10631-J;

Assignment and Transfer of Certain Road Equipment dated as of July 15, 1987, recorded on August 18, 1987, at 3:40 PM, assigned Recordation No. 10631-K;

Tenth Supplement to Equipment Trust Agreement dated as of June 15, 1988, recorded on August 1, 1988, at 3:20 PM, assigned Recordation No. 10631-L;

Assignment and Transfer of Certain Road Equipment dated as of June 15, 1988, recorded on August 1, 1988, at 3:20 PM, assigned Recordation No. 10631-M;

Eleventh Supplement to Equipment Trust Agreement dated as of July 10, 1989, recorded on August 28, 1989, at 12:05 PM, assigned Recordation No. 10631-N; and

Ms. Noreta R. McGee
Page Three

Assignment and Transfer of Certain Road Equipment dated as of July 10, 1989, recorded on August 28, 1989, at 12:05 PM, assigned Recordation No. 10631-0.

In connection with the recording of the Twelfth Supplement and Assignment and Transfer, each dated as of August 20, 1992, to Equipment Trust Agreement dated as of July 1, 1979, the following information is set forth:

Name and Address of Trustee - Lessor:

CoreStates Bank, N.A. (formerly First
Pennsylvania Bank, N.A.)
510 Walnut Street
Philadelphia, Pennsylvania 19106

Name and Address of Guarantor - Lessee:

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

General Description of the Equipment
Covered by the Twelfth Supplement:

| <u>Number of Units</u> | <u>Description</u> |
|----------------------------|---|
| 7 | Diesel Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 1522 (GRIP Date - February, 1980); 1525 (GRIP Date - March, 1980); 7337 (GRIP Date - November, 1980); and 7339, 7340, 7341 and 7343 (GRIP Date - December, 1980). |

A description of the railroad equipment covered by the Assignment and Transfer of Certain Road Equipment is set forth in Attachment A attached thereto.

Also enclosed is a check in the amount of \$32 to cover the required recordation fees.

When the recording of the Twelfth Supplement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof

Ms. Noreta R. McGee
Page Four

which are presented to you and return four (4) of the same to the undersigned.

A short summary of the enclosed documents to appear in the Commission's index is:

Twelfth Supplement to Equipment Trust Agreement dated as of August 20, 1992, between Southern Pacific Transportation Company ("SPT"), as Lessee, and CoreStates Bank, N.A. ("CoreStates"), as Trustee, covering seven diesel locomotives; and Assignment and Transfer of Certain Road Equipment dated as of August 20, 1992, between SPT and CoreStates covering two locomotives, eight box cars, two hopper cars, and 87 flat cars.

Very truly yours,


Lenona Young
Legal Assistant

Enclosures

cc: Mr. L. C. Yarberry
(Attn: Ms. Mette Hopstock)

10631 Q

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INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY
EQUIPMENT TRUST
SERIES 75

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of August 20, 1992

CORESTATES BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the twentieth day of August, 1992, by CORESTATES BANK, N.A. (formerly First Pennsylvania Bank, N.A.), a national banking association duly organized and existing under the laws of the Commonwealth of Pennsylvania, Trustee under the Equipment Trust Agreement hereinafter mentioned (hereinafter called the "Trustee"), to SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, by a certain Equipment Trust Agreement, bearing date as of July 1, 1979, by and between the Trustee and the Company (hereinafter called the "Equipment Trust Agreement"), there was constituted the "Southern Pacific Transportation Company Equipment Trust, Series 75," pursuant to which Trustee leased certain railroad equipment to the Company, upon the terms and conditions therein set forth; and

WHEREAS, certain box cars, hopper cars, flat cars, and a locomotive, more specifically described in Attachment A hereto and incorporated herein by reference, comprising said Trust Equipment (hereinafter collectively called "Unsuitable Equipment") have become unsuitable for use by the Company, and in accordance with the provisions of said Equipment Trust and in anticipation and consideration of the release of such Unsuitable Equipment, the Company has assigned and transferred to the Trustee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment,

as specifically described in the Twelfth Supplement to Equipment Trust dated as of August 20, 1992 ("Twelfth Supplement").

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Trustee's acceptance of the Replacement Equipment to the Equipment Trust Agreement pursuant to the Twelfth Supplement thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under Section 4.09 of said Equipment Trust Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Trustee in and to the said Unsuitable Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

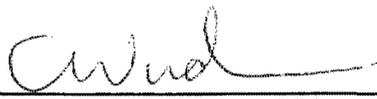
AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer any act, matter or thing whatsoever which is calculated to or which will or may

impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

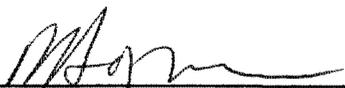
The Trustee does hereby constitute and appoint CATHY WIEDECKE to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the said Equipment Trust Agreement, with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 27th day of August, 1992.

CORESTATES BANK, N.A.

By 
Corporate Trust Officer

Attest:


Vice President

CORESTATES BANK, N.A.
RETIRED/DESTROYED UNITS
SOUTHERN PACIFIC TRANSPORTATION CO. EQUIPMENT TRUST AGREEMENT
FOR SERIES 75 DATED JULY 01, 1979
UNIT OWNER KIND OF EQUIP BUILT GRIP DATE

BUILDER

| UNIT | OWNER | KIND OF EQUIP | BUILT | GRIP DATE |
|--------|-------|----------------|-------|-----------|
| 001506 | SP | ES615 R1 | 5309 | 7908 |
| 001516 | SP | ES615 R1 | 5301 | 8001 |
| 247224 | SP | 70 TON BOX | CAR | |
| 248267 | SP | 70 TON BOX | CAR | |
| 248313 | SP | 70 TON BOX | CAR | |
| 248426 | SP | 70 TON BOX | CAR | |
| 248431 | SP | 70 TON BOX | CAR | |
| 248506 | SP | 70 TON BOX | CAR | |
| 248553 | SP | 70 TON BOX | CAR | |
| 248575 | SP | 70 TON BOX | CAR | |
| 493546 | SP | 100 TON HOPPER | CAR | 7907 |
| 493551 | SP | 100 TON HOPPER | CAR | 7907 |
| 520545 | SP | 70 TON FLAT | CAR | |
| 520550 | SP | 70 TON FLAT | CAR | |
| 520553 | SP | 70 TON FLAT | CAR | |
| 520554 | SP | 70 TON FLAT | CAR | |
| 520555 | SP | 70 TON FLAT | CAR | |
| 520558 | SP | 70 TON FLAT | CAR | |
| 520559 | SP | 70 TON FLAT | CAR | |
| 520560 | SP | 70 TON FLAT | CAR | |
| 520561 | SP | 70 TON FLAT | CAR | |
| 520562 | SP | 70 TON FLAT | CAR | |
| 520567 | SP | 70 TON FLAT | CAR | |
| 520568 | SP | 70 TON FLAT | CAR | |
| 520569 | SP | 70 TON FLAT | CAR | |
| 520570 | SP | 70 TON FLAT | CAR | |
| 520572 | SP | 70 TON FLAT | CAR | |
| 520573 | SP | 70 TON FLAT | CAR | |
| 520576 | SP | 70 TON FLAT | CAR | |
| 520577 | SP | 70 TON FLAT | CAR | |
| 520579 | SP | 70 TON FLAT | CAR | |
| 520580 | SP | 70 TON FLAT | CAR | |
| 520581 | SP | 70 TON FLAT | CAR | |
| 520582 | SP | 70 TON FLAT | CAR | |
| 520584 | SP | 70 TON FLAT | CAR | |
| 520585 | SP | 70 TON FLAT | CAR | |
| 520590 | SP | 70 TON FLAT | CAR | |
| 520593 | SP | 70 TON FLAT | CAR | |
| 520604 | SP | 70 TON FLAT | CAR | |
| 520605 | SP | 70 TON FLAT | CAR | |
| 520606 | SP | 70 TON FLAT | CAR | |
| 520609 | SP | 70 TON FLAT | CAR | |
| 520619 | SP | 70 TON FLAT | CAR | |
| 520621 | SP | 70 TON FLAT | CAR | |
| 520625 | SP | 70 TON FLAT | CAR | |
| 520627 | SP | 70 TON FLAT | CAR | |
| 520628 | SP | 70 TON FLAT | CAR | |
| 520629 | SP | 70 TON FLAT | CAR | |
| 520631 | SP | 70 TON FLAT | CAR | |
| 520632 | SP | 70 TON FLAT | CAR | |
| 520634 | SP | 70 TON FLAT | CAR | |

7310229

BUILDER

| | | | | | | | |
|----------------------------|-------|----|--------|----|-------------|-----|------|
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520635 | SP | 70 TON FLAT | CAR | 7910 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520637 | SP | 70 TON FLAT | CAR | 7910 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520638 | SP | 70 TON FLAT | CAR | 7910 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520641 | SP | 70 TON FLAT | CAR | 7910 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520642 | SP | 70 TON FLAT | CAR | 7910 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520656 | SP | 70 TON FLAT | CAR | 7910 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520659 | SP | 70 TON FLAT | CAR | 7910 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520660 | SP | 70 TON FLAT | CAR | 7910 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520661 | SP | 70 TON FLAT | CAR | 7910 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520662 | SP | 70 TON FLAT | CAR | 7910 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520665 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520666 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520669 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520672 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520673 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520674 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520676 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520677 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520679 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520680 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520683 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520686 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520691 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520692 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520693 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520694 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520696 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520699 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520701 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520702 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520705 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520706 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520708 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520710 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520711 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520714 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520715 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520718 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520719 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520721 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520724 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520726 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520728 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520734 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520736 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520738 | SP | 70 TON FLAT | CAR | 7911 |
| AMERICAN CAR & FOUNDRY CO. | (ACF) | SP | 520740 | SP | 70 TON FLAT | CAR | 7911 |

THE ABOVE EQUIPMENT IS STANDARD-GAUGE RAILROAD EQUIPMENT OTHER THAN PASSENGER CARS AND WORK EQUIPMENT.

X0A599

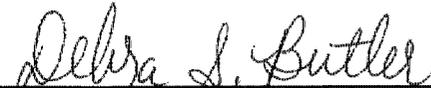
CORESTATES BANK, N.A.
RETIRED/DESTROYED UNITS
SOUTHERN PACIFIC TRANSPORTATION CO. EQUIPMENT TRUST AGREEMENT 7310229
UNIT OWNER KIND OF EQUIP 01, 1979 BUILT CRIP DATE

ATTACHMENT A

TOTAL 99 UNITS

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 27th day of August, 1992, before me personally appeared CATHY WIEDECKE, to me personally known, who, being by me duly sworn, says that she is Corporate Trust Officer of CORESTATES BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said bank; that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.



Notary Public

My commission expires:

