

LAW OFFICES
ALVORD AND ALVORD

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2-093A024

March 31, 1992

RECORDATION NO. 17308-A FILED 1425

APR 2 1992 11 40 AM

INTERSTATE COMMERCE COMMISSION

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 four (4) fully executed and acknowledged copies of an Interim Lease Agreement Termination (Final) effective March 31, 1992, a secondary document as defined in the Commission Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Interim Lease Agreement dated as of March 26, 1991, which was filed and recorded on May 15, 1992 under Recordation Number 17308.

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

Lessor: Electro-Motive Division
General Motors Corporation
9301 W. 55th Street
LaGrange, Illinois 60525

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

A description of the railroad equipment covered by the enclosed document is:

Fifty-five locomotives, SP 9715 through SP 9769, both inclusive.

APR 2 11 39 AM '92
MOTOR OPERATING UNIT

17308-A

16

Betty J. O.

C. Stanley

Mr. Sidney L. Strickland, Jr.
March 31, 1992
Page Two

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 thre (3) stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Full and complete termination of Lease.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

4/2/92

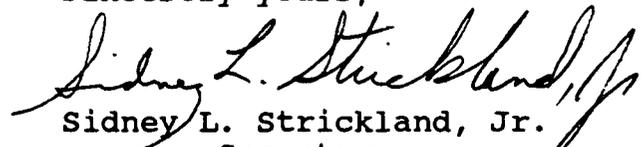
OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St. N.W.
Washington D.C. 20006

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 4/2/92 at 11:40am, and assigned recordation number(s). 17308-A

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

RECORDATION NO. 17308-A
FILED 1425

APR 2 1992 -11 40 AM

**INTERIM LEASE AGREEMENT TERMINATION INTERSTATE COMMERCE COMMISSION
(FINAL)**

This terminates the Interim Lease Agreement, dated March 26, 1991 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: SP 9715 through 9769 inclusive (hereinafter referred to as "Terminated Equipment").

WHEREAS, Railroad and EMD executed an Interim Lease Agreement, dated March 26, 1991 relating to the equipment described above ("Locomotives");

WHEREAS, the Interim Lease Agreement was duly filed for recordation with the Interstate Commerce Commission ("ICC") pursuant to 49 U.S.C. Section 11303, as recorded on May 15, 1991 at 9:45 am Recordation No. 17308.

WHEREAS, the parties hereto desire to terminate and cancel the Interim Lease Agreement and to record this termination and cancellation;

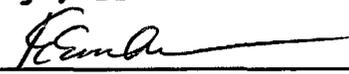
Now, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Railroad and EMD agree as follows:

1. Railroad and EMD hereby terminate and cancel the Interim Lease Agreement, effective March 31, 1992.
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 Interim Lease 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 officers as of the day and year first above written.

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

Attest: 

By: 
Title: ASSISTANT SECRETARY



Attest:

A. F. Caldwell
SECRETARY

SOUTHERN PACIFIC TRANSPORTATION CO.

By: E. J. Seedy

Its: Treasurer

State of Illinois)
County of Cook) ss.

On this _____ day of _____, before me personally appeared Keith A. McGanless, to me personally known, who, being by me duly sworn, did say that he is an 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.

Juanita Acantilado
Notary Public

My commission expires:

April 17, 1992



State of _____)
County of _____) ss.

On this _____ day of _____, 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:

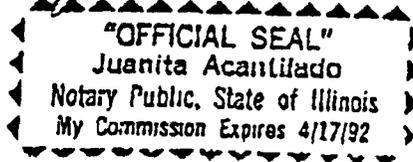
State of Illinois)
County of Cook) ss.

On this _____ day of _____, before me personally appeared Keith A. McCannless, to me personally known, who, being by me duly sworn, did say that he is an 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.

Juanita Acantifado
Notary Public

My commission expires:

April 17, 1992



State of California)
County of San Francisco) ss.

On this 27th day of March, 1992, before me personally appeared E. F. Grady, to me personally known, who, being by me duly sworn, did say that he is a Treasurer of Southern Pacific Transportation Company, 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.

Lenora Young-Rusconi
Notary Public

My commission expires:

August 20, 1993

