



## Southern Pacific Lines

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

(415) 541-1757 • Facsimile (415) 495-5436

Lenona Young  
Paralegal

Law Department

June 25, 1993

RECORDATION NO. 11478-B FILED 1993 G 4137-348

JUN 28 1993 2:45 PM

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

INTERSTATE COMMERCE COMMISSION

RE: I.C.C. Finance Docket No. 29225F --  
Denver and Rio Grande Western Railroad  
Equipment Trust Agreement, Series RR

Dear Mr. Strickland:

Enclosed are an original and four counterparts of a document described below, to be recorded pursuant to the provisions of 49 U.S.C. Section 11303.

The document is an Assignment and Transfer of Certain Road Equipment, dated as of June 1, 1993. The document is a secondary document, as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The primary document to which the document is in connection with is recorded under Recordation No. 11478. We request that this document be recorded under Recordation No. 11478.

The names and addresses of the parties to the Assignment and Transfer of Certain Road Equipment are as follows:

Trustee: First Interstate Bank of Denver, N.A.  
(formerly The First National Bank of Denver)  
633 17th Street  
Denver, Colorado 80270

Lessee: The Denver and Rio Grande Western Railroad Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, California 94105

A description of the railroad equipment covered by the foregoing Assignment and Transfer is set forth therein.

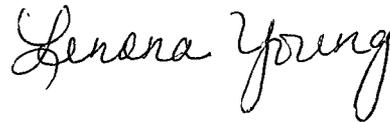
Mr. Sidney L. Strickland, Jr.  
June 25, 1993  
Page Two

A fee of \$16 is enclosed. Please return the four counterparts of the Assignment and Transfer evidencing the recordation data thereon to the undersigned.

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

Assignment and Transfer of Certain Road Equipment, dated as of June 1, 1993, between The Denver and Rio Grande Western Railroad Company; as Lessee, Southern Pacific Building, One Market Plaza, San Francisco, CA 94105, and First Interstate Bank, N.A., as Trustee, 633 17th Street, Denver, CO 80270, covering two 3000 HP locomotives, lettered DRGW and numbered 5402 and 5408.

Very truly yours,

A handwritten signature in cursive script that reads "Serena Young".

Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

6/28/93

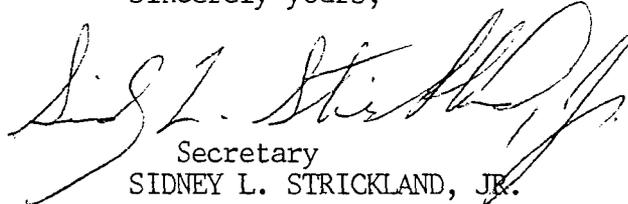
OFFICE OF THE SECRETARY

**Lenona Young**  
**Paralegal**  
**Southern Pacific Lines**  
**Southern Pacific Building**  
**One Market Plaza**  
**San Francisco, CA. 94105**

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 **6/28/93** at **2:45pm**, and assigned recordation number(s). **10267-A & 11478-B**

Sincerely yours,

  
Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

3/2/93

RECORDATION NO. 11478-13 FILED 1425 -

JUN 2 4 1993 2:48 PM

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INTERSTATE COMMERCE COMMISSION
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DENVER AND RIO GRANDE WESTERN RAILROAD
EQUIPMENT TRUST
SERIES RR

\*\*\*\*\*

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of June 1, 1993

\*\*\*\*\*

FIRST INTERSTATE BANK OF DENVER, N.A.

- TO -

THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

=====

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the first day of June, 1993, by FIRST INTERSTATE BANK OF DENVER, N.A. (formerly The First National Bank of Denver, a national banking association organized and existing under the laws of the United States, Trustee under the Equipment Trust Agreement hereinafter mentioned (hereinafter called the "Trustee"), to THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, by a certain Agreement, bearing date as of March 1, 1980, by and between CHARLES W. SMEDLY, JR., JAMES R. COWGILL, the Trustee, and the Company (hereinafter called the "Equipment Trust Agreement"), there was constituted the "Denver and Rio Grande Western Railroad Equipment Trust, Series RR," pursuant to which Trustee leased certain railroad equipment to the Company, upon the terms and conditions therein set forth; and

WHEREAS, certain locomotives comprising said Trust Equipment have become unsuitable for use by the Company (hereinafter called "Unsuitable Equipment"), and in accordance with the provisions of the Lease of Railroad Equipment dated as of May 1, 1980 between the Trustee and the Company (hereinafter called the "Lease") and in anticipation and consideration of the release of such Unsuitable Equipment, the Company has deposited with the Trustee an amount of cash equal to the fair value of the following Unsuitable Equipment (hereinafter referred to as "Replacement Funds"):

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<u>Number of Units</u>	<u>Description</u>	<u>Actual Cost</u>	<u>Depreciated Value</u>
2	3000 HP locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered DRGW and numbered 5402 and 5408	\$1,685,656.80	\$224,754.24

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 Replacement Funds and the Trustee's acceptance of the Replacement Funds to the Equipment Trust Agreement, the Company is now entitled to the release of the above-described Unsuitable Equipment under subsection (a) of Article Fifth of said Lease.

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 are 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 CHERYL HANSON 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 State of Colorado 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 22nd day of June, 1993.

FIRST INTERSTATE BANK OF DENVER,  
N.A., Trustee

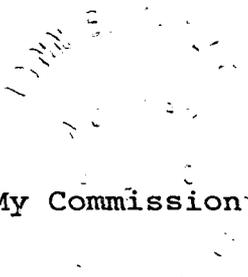
By *Cheryl J. Hanson*  
Senior Trust Officer

Attest:

*Debra J. Shupe*  
Title: *Trust Officer*

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

On this 22nd day of June, 1993, before me personally appeared CHERYL HANSON, to me personally known, who, being by me duly sworn, says that she is Senior Trust Officer of First Interstate 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.



Lynne C. Talar  
Notary Public

My Commission Expires: 8/2/93