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EXECUTED IN 100 COUNTERPARTS OF
WHICH THIS IS COUNTERPART No. 12

SOUTHERN PACIFIC TRANSPORTATION COMPANY

TO

FIRST NATIONAL CITY BANK,
Trustee.

SUPPLEMENTAL INDENTURE

Dated as of November 26, 1969

TO

CENTRAL PACIFIC RAILWAY COMPANY

FIRST AND REFUNDING MORTGAGE

Dated as of August 1, 1944

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THIS SUPPLEMENTAL INDENTURE, dated as of November 26, 1969, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, (successor by merger to Southern Pacific Company and Central Pacific Railway Company), a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Transportation Company), party of the first part, and FIRST NATIONAL CITY BANK, a national banking association organized and existing under the laws of the United States of America (successor to The First National Bank of the City of New York), as Trustee under the First and Refunding Mortgage dated as of August 1, 1944, hereinafter described (hereinafter called the Trustee), party of the second part;

WHEREAS, Central Pacific Railway Company (hereinafter called the Railway Company) executed and delivered to The First National Bank of the City of New York (to which First National City Bank is successor trustee), its First and Refunding Mortgage, dated as of August 1, 1944, securing its First and Refunding and First Mortgage Bonds (hereinafter called the Bonds), and indentures supplemental to said First and Refunding Mortgage dated December 21, 1945, February 6, 1948 (two supplemental indentures), February 20, 1948, and as of February 1, 1948, and August 1, 1955, and Southern Pacific Company (hereinafter called the "Company") executed and delivered to the Trustee the supplemental indenture dated as of June 30, 1959, to said First and Refunding Mortgage (such Mortgage and supplemental indentures being

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hereinafter collectively called the First and Refunding Mortgage), conveying to the Trustee its railroad, properties, rights, privileges and franchises therein specified as security for the payment of the Bonds, supplemental to which the parties are entering into this Supplemental Indenture dated as of November 26, 1969; and

WHEREAS, by Agreement dated as of November 21, 1959, duly filed as required by law, the Railway Company was merged on June 30, 1959, into the Company, which thereby became the corporate successor of the Railway Company and succeeded to all the franchises, properties, rights, obligations, liabilities and duties of the Railway Company;

WHEREAS, by said supplemental indenture dated as of June 30, 1959, to said First and Refunding Mortgage, the Company assumed the due and punctual payment of the principal of and the interest on all of the bonds issued or to be issued under or secured by the First and Refunding Mortgage, according to their tenor, and the due and punctual performance and observance of the covenants and conditions of the First and Refunding Mortgage (including any and all supplements thereto) therein provided to be performed or observed by the Railway Company, its successors and assigns, and the company succeeded to and was substituted for the Railway Company under the First and Refunding Mortgage; and

WHEREAS, by Merger Agreement dated February 20, 1969, duly filed as required by law, the Company was merged on November 26, 1969, into Transportation Company, which thereby

became the corporate successor of Company and succeeded to all the property (real, personal and mixed), easements, licenses and interests of every kind, rights, privileges, powers and franchises of a public as well as of a private nature, exemptions and immunities of the Company, and assumed liability for all obligations of every kind whatsoever, without exception, owed, incurred or assumed by the Company;

WHEREAS, the Trustee assumes no responsibility for the correctness of the recitals of fact contained herein (other than the recital which refers to the succession of the Trustee) which shall be taken as the statement of the Company only. The Trustee makes no representations and assumes no responsibility with respect to the validity or sufficiency of this Supplemental Indenture.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

That, for and in consideration of the premises and of Ten Dollars (\$10.00) lawful money of the United States of America to the Transportation Company duly paid by the Trustee at or before delivery of this Supplemental Indenture, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Transportation Company hereby covenants and agrees that it has assumed and it does hereby assume the due and punctual payment of the principal of and interest on all of the bonds issued or to be issued under or secured by the First and Refunding Mortgage, according to their tenor, and the due and punctual performance and observance of the covenants and conditions of the First and

Refunding Mortgage (including any and all supplements there-
to) therein provided to be performed or observed by the
Railway Company and the Company, and their respective suc-
cessors and assigns; and that it shall succeed and be sub-
stituted for the Railway Company and the Company under the
First and Refunding Mortgage.

IN WITNESS WHEREOF, Southern Pacific Transportation Com-
pany, the party of the first part, has caused this Supple-
mental Indenture to be signed in its corporate name and
acknowledged by its President, or a Vice President, and its
corporate seal to be hereunto affixed and attested by its
Secretary or an Assistant Secretary, and First National City
Bank, as Trustee as aforesaid, the party hereto of the
second part, has caused this Supplemental Indenture to be
signed in its corporate name and acknowledged by one of its
Trust Officers, and its corporate seal to be hereunto affixed
by an Assistant Trust Officer as of November 26, 1969.



ATTEST:

Britie
Assistant Secretary

SOUTHERN PACIFIC TRANSPORTATION
COMPANY,

By *Robert J. McLean*
Vice President and Treasurer

FIRST NATIONAL CITY BANK

By *B. B. Powell*
Trust Officer

ATTEST:

J. J. [unclear]
Assistant Trust Officer



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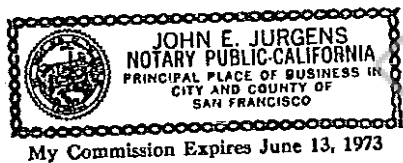
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STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

BE IT REMEMBERED that on this 26th day of November, in the year 1969, before me JOHN E. JURGENS, a notary public for the State of California, residing therein, duly commissioned and sworn, personally appeared and came ROBERT J. McLEAN, to me personally known and known to me to be and who acknowledged himself to be Vice President and Treasurer of Southern Pacific Transportation Company, a corporation of the State of Delaware, one of the corporations that is a party to and which executed the within and foregoing instrument, and also known to me to be the person who executed said instrument on behalf of said corporation, who being by me duly sworn, did, on oath, depose and say and acknowledge that he resides at 530 Patrick Way, Los Altos, State of California; that he is Vice President and Treasurer of Southern Pacific Transportation Company, a corporation described in and which executed the above and foregoing instrument as party of the first part; that said instrument was signed and sealed in behalf of said corporation by authority of and pursuant to a resolution of its Board of Directors and that his act of sealing, executing and delivering said instrument was duly authorized by like authority, and said ROBERT J. McLEAN acknowledged to me said instrument to be his own act and deed and the voluntary act and deed of said corporation and that said corporation executed the same; that his signature as Vice President and Treasurer is in his own proper

handwriting; that he knows and is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation and was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order; that the signatures to said instrument were made upon like order by officers of said corporation as indicated after their signatures and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and County of San Francisco, State of California, on the day and year first above written.



John E. Jurgens

NOTARY PUBLIC

STATE OF NEW YORK,)
) ss.
COUNTY OF NEW YORK,)

BE IT REMEMBERED that on this *19th* day of *December*, 1969, before me JOHN L. GRIMMELBEIN, a notary public for the State of New York, residing therein, duly commissioned and sworn, personally appeared and came

B. A. Powell, to me personally known and known to me to be and who acknowledged himself to be a Trust Officer of First National City Bank, a national banking association organized and existing under the laws of the United States of America, the association that is a party to and which executed the within and foregoing instrument; and also known to me to be the person who executed said instrument on behalf of said association, who being by me duly sworn, did, on oath, depose and say and acknowledge that he resides at 18 Rose Terrace, Chatham, New Jersey 07928

; that he is a Trust Officer of First National City Bank, an association described in and which executed the above and foregoing instrument as party of the second part; that said instrument was signed and sealed in behalf of said association by authority of and pursuant to a resolution of its Board of Directors and that his act of sealing, executing and delivering said instrument was duly authorized by like authority, and said B. A. Powell acknowledged to me said instrument to be his own act and deed and the voluntary act and deed of said association and that said association executed the same; that his signature as a Trust Officer is in his own proper handwriting; that he knows and is acquainted

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with the seal of said association and that the seal affixed to said instrument is the corporate seal of said association and was so affixed by order of the Board of Directors of said association and that he signed his name thereto by like order; that the signatures to said instrument were made upon like order by officers of said association as indicated after their signatures and that the said association executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of New York, State of New York, on the day and year first above written.

John L. Girardin
NOTARY PUBLIC

JOHN L. GIRARDIN
Notary Public, State of New York
No. 30-6675350
Qualified in Nassau County
Certificate filed in New York County
Term Expires March 30, 1970



RECORDED AT THE REQUEST OF
Southern Pacific Co.
on February 9, 19 70
at 10 mins. past 2 P. M.
in Book 34 of OFFICIAL
RECORDS, page 274-282 RECORDS
OF EUREKA COUNTY, CALIF.
William A. DeLochi
Recorder
File No. 52098 Fee \$ 11.00

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