

MORGAN, LEWIS & BOCKIUS

PHILADELPHIA
LOS ANGELES
MIAMI
HARRISBURG

COUNSELORS AT LAW
1800 M STREET, N. W.
WASHINGTON, D. C. 20036
TELEPHONE: (202) 467-7000
CABLE ADDRESS: MORLEBOCK
TELEX: 89-627
TELEFAX: (202) 467-7176

WASHINGTON
NEW YORK
SAN DIEGO
LONDON

DENNIS N. BARNES
DIAL DIRECT (202) 467-7060

9-132A056

May 12, 1989

RECORDATION NO 16333 FILED 1423

MAY 12 1989 - 1 20 PM

INTERSTATE COMMERCE COMMISSION

BY HAND DELIVERY

Ms. Noreta R. McGee, Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Room 2215
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed is an original and one copy of the document described below, to be recorded by the Commission pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a lease of railroad equipment, a primary document, dated April 4, 1989.

The names and addresses of the parties to the lease to be recorded are as follows:

LESSOR: TCF Commercial Leasing Corporation
Attn: Vicki L. Andersen
1933 North Meacham Road
Suite 400
Schaumburg, Illinois 60173

LESSEE: Union Pacific Railroad Company
1416 Dodge Street, Room 3818
Omaha, Nebraska 68179

MAY 12 1 22 PM '89
FOTON OF RECORDING UNIT

MORGAN, LEWIS & BOCKIUS

Ms. Noreta R. McGee, Secretary
May 12, 1989
Page Two

A description of the equipment covered by the lease follows:

Railroad Equipment

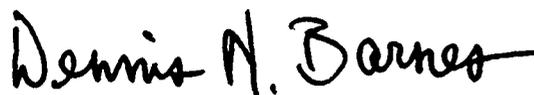
Twenty-Five bi-level auto racks, identification numbers: UPL-90001 through UPL-90025.

A fee of \$13.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to TCF Commercial Leasing Corporation, Attn: Vicki L. Andersen, at the above address.

A short summary of the document to appear in the index follows:

Railroad equipment lease between TCF Commercial Leasing Corporation, 1933 North Meacham Road, Suite 400, Schaumburg, Illinois 60173 and Union Pacific Railroad Company, 1416 Dodge Street, Room 3818, Omaha, Nebraska 68179, and covering 25 bi-level auto racks, I.D. numbers UPL-90001 through UPL-90025.

Sincerely yours,



Dennis N. Barnes
Attorney for
TCF COMMERCIAL LEASING CORPORATION

cc w/encl: Vicki L. Andersen
DNB:11

Interstate Commerce Commission
Washington, D.C. 20423

5.12.89

OFFICE OF THE SECRETARY

Dennis N. Barnes
Morgan, Lewis & Bockius
1800 M.St. N.W.
Washington, D.C. 20036

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 5.12.89, at 1:30pm, and assigned recordation number(s). 16333

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

EQUIPMENT LEASE

LESSOR: TCF Commercial Leasing Corporation

C.D. No. 53425-18

P.O. Box 59224 Schaumburg, IL 60159

ACCT # _____

LESSEE		SUPPLIER OF EQUIPMENT	
Lessee Name:	<u>Union Pacific Railroad Company</u>	Name:	
Address:	<u>1416 Dodge, Room 300</u>	Address:	
City:	<u>Omaha State: NE Zip: 68719</u>	City:	State: Zip:
Contact:	Phone: _____	Contact:	Phone: _____

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the equipment (such equipment together with all parts, replacements, repairs, additions, and accessories incorporated therein and/or affixed thereto hereinafter referred to as the Equipment).

2. The Equipment leased hereunder is as follows:

QUANTITY	DESCRIPTION	MODEL NO.	SERIAL NO.
25	Bi-Level Auto Racks See Schedule "A" attached hereto and made part hereof		16333 RECORDATION NO. _____ FILED 0425 MAY 12 1989 - 1 30 PM

INTERSTATE COMMERCE COMMISSION

Address of installation if different from above: _____

3. Rental Terms:

Lessee shall pay Lessor the sum of \$ <u>3,375.00</u> (plus applicable taxes) on a <input checked="" type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> semi-annual <input type="checkbox"/> annual basis. A TOTAL of <u>24</u> payments will be made. The first payment and last <u>-0-</u> payment(s) are due upon the signing of this lease.	ADDITIONAL PAYMENT PROVISIONS OR REMARKS
--	--

THIS LEASE WILL COMMENCE ON THE DATE THE EQUIPMENT IS ACCEPTED BY LESSEE. THEREAFTER, ALL PAYMENTS DUE UNDER THE LEASE SHALL BE DUE ON THE SAME DAY OF EACH PERIOD SPECIFIED ABOVE.

4. No Warranties. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER, OR THE DISTRIBUTOR OF THE EQUIPMENT. LESSEE AGREES THAT LESSOR HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, OR QUALITY OF THE EQUIPMENT AND OF ANY UNIT THEREOF. LESSEE SPECIFICALLY WAIVES ALL RIGHTS TO MAKE CLAIM AGAINST LESSOR AND ANY ASSIGNEES OF LESSOR FOR BREACH OF ANY WARRANTY OF ANY KIND WHATSOEVER; AND WITH RESPECT TO LESSOR OR LESSOR'S ASSIGNEE, LESSEE LEASES EQUIPMENT "AS IS". LESSOR AND LESSOR'S ASSIGNEE SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED THEREUNDER, OR BY THE USE OR MAINTENANCE THEREOF, OR BY THE REPAIRS, SERVICE, OR ADJUSTMENT THERETO OR ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED WITHOUT IN ANY WAY IMPLYING THAT ANY SUCH WARRANTY EXISTS AND WITHOUT MAKING ANY REPRESENTATION AS TO THE EXTENT OF ANY SUCH WARRANTY; LESSOR AGREES, TO THE EXTENT OF ITS LEGAL POWER TO MAKE SUCH ASSIGNMENT AND WITHOUT INCREASING HIS LIABILITY HEREUNDER, TO ASSIGN TO LESSEE UPON LESSEE'S REQUEST THEREFOR ANY WARRANTY OF A MANUFACTURER OR SELLER RELATING TO THE EQUIPMENT THAT MAY HAVE BEEN GIVEN TO LESSOR. * Except when caused by the sole negligence or wilful misconduct of Lessor, its officers, agents or employees.

5. Title to Equipment - This is Equipment. Lessor hereby leases to Lessee Equipment of the type and quality specified above and has selected the supplier. Lessor agrees to order such Equipment from said supplier but is not and shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order or if the Lessee negotiates with the supplier for payment by Lessor to the supplier. Lessee acknowledges that its dissatisfaction with any unit of Equipment or the failure of any unit of Equipment to remain in useful condition for the term of this Lease shall not relieve Lessee from the obligations under this Lease. The Equipment shall at all times be the sole and exclusive property of Lessor, and Lessee shall have no right, title or interest in or to the Equipment except the right to use same upon the terms and conditions herein contained. The Equipment shall remain personal property and not be deemed a fixture whether or not it becomes attached to any real property.

THE ABOVE PROVISIONS AND THE ADDITIONAL PROVISIONS OF THE REVERSE SIDE HEREOF ARE INCLUDED IN AND MADE A PART OF THIS LEASE, AND ANY SUPPLEMENTARY SCHEDULE EXECUTED IN CONJUNCTION HERewith, WHICH LESSEE ACKNOWLEDGES THAT HE HAS READ. THIS IS A NON-CANCELLABLE LEASE FOR THE LEASE TERM INDICATED HEREIN OR ON ANY SUPPLEMENTARY SCHEDULE.

(Imprint Seal Here)

ATTEST OR WITNESS:

[Signature]
 (Signature) (Title)

666 (3/84)

Union Pacific Railroad Company

(Name of Lessee)

[Signature]

V. V. Purch.
 (Title)

(Signature)

4-3-89

(Date)

Accepted

By [Signature] Branch Operation
 (Signature) Manager (Title)

EQUIPMENT ACCEPTANCE NOTICE

LESSOR: TCF Commercial Leasing Corporation

P.O. Box 59224 Schaumburg, IL 60159

ACCT. # _____

LESSEE	SUPPLIER OF EQUIPMENT
Lessee Name: Union Pacific Railroad Address: 1416 Dodge, Room 300 City: Omaha State: NE Zip: 68719 Contact: _____ Phone: _____	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Contact: _____ Phone: _____

QUANTITY	DESCRIPTION	MODEL NO.	SERIAL NO.
25	Bi-Level Auto Racks See Schedule "A" attached hereto and made part hereof		

Address of installation if different from above: _____

ACCEPTANCE NOTICE

The Lessee acknowledges that the equipment described above was received and unconditionally accepted by Lessee on (date) July 1, 1988 in good working order and condition. Lessee acknowledges that Lessor is not liable for the performance of the Equipment and agrees that all rental payments will be made regardless of Equipment operability. Any decals or metal plates supplied by Lessor have been affixed to the Equipment in accordance with the instructions of Lessor. The term of the Lease related hereto shall commence as of the date hereof.

IMPORTANT:
Lessee must fill in date above.

Union Pacific Railroad

(Name of Lessee)

By: M. G. Cutman
(Signature)
Mgr. Est. Car Planning
(Title)

RIDER

attached to and made part of an Equipment Lease dated 4/3/89
("Lease") by and between Transamerica Commercial Finance Corporation,
Lessor, and Union Pacific Railroad, Lessee

RENEWAL OPTION

Provided that this Lease has not been earlier terminated and the Lessee is not in default hereunder, Lessee shall have the following renewal option:

- (a) The Lessee may by written notice delivered to the Lessor not less than sixty (60) days prior to the end of the original term of this Lease, or of each renewal term as hereinafter provided, elect to extend the term of this Lease in respect of all but not fewer than all of the Equipment then covered by this Lease, for (2) additional one-year periods commencing on the scheduled expiration of the original term of this Lease, and the rental payments shall each be in an amount equal to the then Fair Rental Value of each unit then subject to this Lease. At the end of the first one-year term, provided Lessee is not in default under the Lease, Lessee will have all the option to renew the Lease for a second one year term.
- (b) The Fair Rental value of a unit of Equipment shall be determined on the basis of, and shall be equal in amount to, the value which would be obtained in an arm's-length transaction between an informed and willing lessee-user (other than (i) a lessee currently in possession and (ii) a used equipment dealer) under no compulsion to lease and an informed and willing lessor under no compulsion to lease.
- (c) If on or before 30 days prior to the date of renewal, the Lessor and Lessee are unable to agree upon a determination of the Fair Rental Value of a unit of Equipment, such value shall be determined in accordance with the following definition by a qualified independent Appraiser at the expense of Lessee:

The term qualified independent Appraiser shall mean such independent appraiser as the Lessor and the Lessee may mutually agree upon, or failing such agreement, a panel of three independent appraisers, one of whom shall be selected by the Lessor, the second by the Lessee and the third designated by the first two so selected. The qualified independent Appraiser shall determine the Fair Rental Value prior to four months before the Lease term ends.

(d) Delivery of Equipment. Unless the Lessee has elected to renew this Lease, as provided herein, all of the Equipment shall be returned to the Lessor at the end of the Lease term as provided in the Lease.

LESSOR: TRANSAMERICA COMMERCIAL FINANCE CORPORATION

By: C. A. Brueger

Title: Vice President

LESSEE: UNION PACIFIC RAILROAD

By: [Signature]

Title: VP, Purchasing

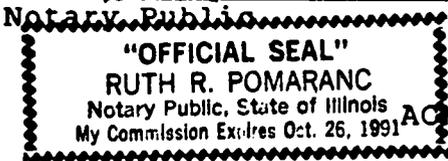
ACKNOWLEDGMENT OF CORPORATION

STATE OF Illinois)
COUNTY OF Cook) SS.

On this the 3rd day of April, 19 89, before me, Ruth R. Pomaranc, the undersigned officer, personally appeared Charles A. Bricker and Vice personally known to me to be the Vice President and Vice Secretary, respectively of Transamerica Commercial Finance Corporation, a corporation, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth as Vice President and Vice Secretary, respectively, of said corporation, and that said instrument was signed, sealed, and delivered in the name and behalf of said corporation by the authority of the Board of Directors as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

In Witness Whereof I hereunto set my hand and official seal.

Ruth R. Pomaranc



ACKNOWLEDGMENT OF CORPORATION

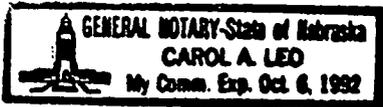
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this the 4th day of April, 19 89, before me, Carol A. Leo, the undersigned officer, personally appeared D. H. Rettinger and L. S. Anderson personally known to me to be Asst. Vice Pres.-Purchasing and Manager-Leases respectively, of Union Pacific Railroad, a corporation, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth as AVP-Purchasing and Manager-Leases, respectively, of said corporation, and that said instrument was signed, sealed, and delivered in the name and behalf of said corporation by the authority of the Board of Directors as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

In Witness Whereof I hereunto set my hand and official seal.

Carol A. Leo

Notary Public



LESSEE NAME: Union Pacific Railroad

CO-LESSEE NAME: _____

SCHEDULE "A" TO SUPPLEMENTARY
SCHEDULE NO. _____
AND TO ACCEPTANCE NOTICE
FOR THAT SCHEDULE

The equipment covered by this schedule is described below:

QUANTITY	ITEM			MODEL NO.	SERIAL NO.
	TTBX	942370	Chrysler	UPL-90001	
	TTBX	942405	Chrysler	UPL-90002	
	TTBX	942374	Chrysler	UPL-90003	
	TTBX	942352	Chrysler	UPL-90004	
	TTBX	942361	Chrysler	UPL-90006	
	TTBX	942389	Chrysler	UPL-90007	
	TBBX	942411	Chrysler	UPL-90008	
	TTBX	942421	Chrysler	UPL-90009	
	TTBX	942362	Chrysler	UPL-90010	
	TTBX	942413	Chrysler	UPL-90011	
	TTBX	942364	Chrysler	UPL-90012	
	TTBX	942391	Chrysler	UPL-90013	
	TTBX	942414	Chrysler	UPL-90014	
	TTBX	942369	Chrysler	UPL-90015	
	TTBX	942399	Chrysler	UPL-90016	
	TTBX	942339	Ford	UPL-90017	
	TTBX	942418	Ford	UPL-90018	
	TTBX	942340	Ford	UPL-90019	
	TTBX	942407	Ford	UPL-90020	
	TTBX	942419	Ford	UPL-90021	
	TTBX	942379	Ford	UPL-90022	
	TTBX	942410	Chrysler	UPL-90005	
	TTBX	942420	Ford	UPL-90023	
	TTBX	942390	Ford	UPL-90024	
	TTBX	942416	Ford	UPL-90025	

ATTEST OR WITNESS

[Signature]
BY _____ TITLE _____

Union Pacific Railroad

LESSEE NAME
X VP, Purchasing
TITLE

[Signature]
BY _____
DATE 4-3-89

ATTEST OR WITNESS

CO-LESSEE NAME _____ BY _____
BY _____ TITLE _____ TITLE _____ DATE _____