

KELLEY DRYE & WARREN

Interstate Commerce Commission -2-

August 10, 1989

are not generally required for Japanese corporations. We informed Kathleen King of the Secretary's Office who advised us that the absence of a seal on behalf of the Lessor would not preclude the valid filing and recordation of the enclosed documents.

The names and addresses of the parties to the foregoing documents are as follows:

Owner-Lessor-Mortgagor SLUP LocoLease (One) Co., Ltd. ✓
Kyowa Aoyama Building
10-43, Minami-Aoyoma 3-chome
Minato-ku, Tokyo, Japan

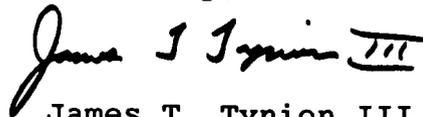
Lessee-Mortgagee Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68179

The Lease Agreement and the Lease Supplement provide inter alia, for the lease by the Lessor to the Lessee of fifty (50) General Motors Corporation 60 Series diesel-electric locomotives with road numbers UP6129, UP6133, UP6135, UP6139, UP6142, UP6144, UP6146, UP6148, UP6151, UP6153, UP6160 - UP6183, inclusive, UP6185, UP6186, UP6188 - UP6191, inclusive, UP6193, UP6195, UP6197, UP6199, UP6202, UP6204, UP6206, and UP6213 - UP6215, inclusive (the "Locomotives"). The Lessee Security Agreement provide for the granting of a security interest in the Locomotives in favor of the Lessee in order to secure the Lessor's performance of certain obligations under the Lease Agreement and Lease Supplement. On or prior to the delivery of the Locomotives under the Lease Agreement or as soon as practicable thereafter, each of the Locomotives will bear the following marking:

"TITLE TO THIS LOCOMOTIVE IS HELD BY SLUP
LOCOLEASE (ONE) CO., LTD., THE LESSOR, WHICH
HAS LEASED THIS LOCOMOTIVE TO UNION PACIFIC
RAILROAD COMPANY"

I have also enclosed a check for \$39.00 to the order of the Interstate Commerce Commission to cover the fees associated with the filing and recordation of the enclosed documents. Please time and date stamp three counterparts of each of the enclosed documents along with the enclosed extra copy of this letter as proof of filing and recordation of the enclosed documents.

Sincerely,



James T. Tynion III
Counsel for Union
Pacific Railroad Company

JTT:jsd
Encs.

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LEASE SUPPLEMENT

RECORDATION NO. 16471
AUG 10 1989 - 11 35 AM
FILED 1425
INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT dated as of August 10, 1989.

BETWEEN:

- (1) SLUP LOCOLEASE (ONE) CO., LTD., a corporation organized and existing under the laws of Japan (the "Lessor"); and
- (2) UNION PACIFIC RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Utah, United States of America ("the Lessee").

WHEREAS:

(A) The Lessor and the Lessee have entered into a Lease Agreement dated as of August 7, 1989 (the "Lease"). The Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of leasing the Locomotives by the Lessor thereunder.

(B) This Lease Supplement is intended to record the leasing of such Locomotives by the Lessor and the Lessee under the terms of the Lease.

IT IS AGREED as follows:

1. All terms used herein with an initial capital letter which are defined in the Lease and not otherwise defined herein shall, except where the context otherwise requires, have the meanings assigned to them in the Lease.
2. The Lessor hereby delivers and leases to the Lessee under the Lease, and the Lessee hereby accepts and leases from the Lessor under the Lease, the Locomotives described on Annex 1 hereto.
3. The Delivery Date of the Locomotives is the date of this Lease Supplement.
4. The First Rent Payment Date will be February 10, 1990.
5. The Specified Yen Exchange Rate shall be the offered rate at which National Westminster Bank PLC, Tokyo Branch offers to sell 13,006,810 U.S. Dollars against Japanese Yen in the Tokyo Interbank Foreign Exchange Market on a spot basis at 11:00 a.m. (Tokyo time) for value on the effective date August 10, 1989.

6. The Lessee hereby confirms to Lessor that Lessee has accepted the Locomotives for all purposes of the Lease.

7. The Specified Loan Rate is 8.95% per annum computed semi-annually calculated on the basis of twelve 30-day months and the actual number of days elapsed.

8. The Lessee hereby confirms its agreement to pay Rent for the Locomotives in accordance with the terms of Section 4 of the Lease.

9. The terms and conditions of the Lease shall be incorporated herein as though set out in full.

10. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Lease Supplement as of the day and year first above written.

LESSOR:

SLUP LOCOLEASE (ONE) CO., LTD.

By 

Name: Tsutomu Itoh
Title: Director

LESSEE:

UNION PACIFIC RAILROAD COMPANY

By 

Name: John B. Larsen
Title: Assistant Treasurer

CORPORATE FORM OF ACKNOWLEDGEMENT

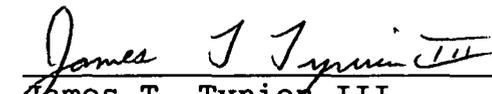
STATE OF NEW YORK

SS:

COUNTY OF NEW YORK

On this 7th day of August, 1989 before me personally appeared, Tsutomu Itoh, to me personally known, who being by me duly sworn, says that he is a Director of SLUP LocoLease (One) Co., Ltd., a Japanese corporation, that the foregoing instrument was signed on behalf of said 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 said corporation.

[Seal]



James T. Tynion III
Notary Public

JAMES T. TYNION III
Notary Public, State of New York
No. 31-4940775
Qualified in New York County
Commission Expires July 18, 1990.

CORPORATE FORM OF ACKNOWLEDGEMENT

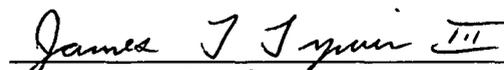
STATE OF NEW YORK

SS:

COUNTY OF NEW YORK

On this 7th day of August, 1989 before me personally appeared, John B. Larsen, to me personally known, who being by me duly sworn, says that he is an Assistant Treasurer of Union Pacific Railroad Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said 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 said corporation.

[Seal]



James T. Tynion III
Notary Public

JAMES T. TYNION III
Notary Public, State of New York
No. 31-4940775
Qualified in New York County
Commission Expires July 18, 1990

ANNEX 1 TO
LEASE SUPPLEMENT

<u>Locomotive No.</u>	<u>Serial No.</u>	<u>Purchase Price</u>	<u>Delivery Date</u>	
1.	UP6129	886015-20	\$1,267,185	August 10, 1989
2.	UP6133	886015-24	\$1,267,185	August 10, 1989
3.	UP6135	886015-26	\$1,267,185	August 10, 1989
4.	UP6139	886015-30	\$1,267,185	August 10, 1989
5.	UP6142	886015-33	\$1,274,985	August 10, 1989
6.	UP6144	886015-35	\$1,274,985	August 10, 1989
7.	UP6146	886015-37	\$1,274,985	August 10, 1989
8.	UP6148	886015-39	\$1,274,985	August 10, 1989
9.	UP6151	886015-42	\$1,274,985	August 10, 1989
10.	UP6153	886015-44	\$1,274,985	August 10, 1989
11.	UP6160	886023-1	\$1,307,885	August 10, 1989
12.	UP6161	886023-2	\$1,307,885	August 10, 1989
13.	UP6162	886023-3	\$1,307,885	August 10, 1989
14.	UP6163	886023-4	\$1,307,885	August 10, 1989
15.	UP6164	886023-5	\$1,307,885	August 10, 1989
16.	UP6165	886023-6	\$1,307,885	August 10, 1989
17.	UP6166	886023-7	\$1,307,885	August 10, 1989
18.	UP6167	886023-8	\$1,307,885	August 10, 1989
19.	UP6168	886023-9	\$1,307,885	August 10, 1989
20.	UP6169	886023-10	\$1,307,885	August 10, 1989
21.	UP6170	886023-11	\$1,307,885	August 10, 1989
22.	UP6171	886023-12	\$1,307,885	August 10, 1989
23.	UP6172	886023-13	\$1,307,885	August 10, 1989
24.	UP6173	886023-14	\$1,307,885	August 10, 1989
25.	UP6174	886023-15	\$1,307,885	August 10, 1989
26.	UP6175	886023-16	\$1,307,885	August 10, 1989
27.	UP6176	886023-17	\$1,307,885	August 10, 1989
28.	UP6177	886023-18	\$1,307,885	August 10, 1989
29.	UP6178	886023-19	\$1,307,885	August 10, 1989
30.	UP6179	886023-20	\$1,307,885	August 10, 1989
31.	UP6180	886023-21	\$1,307,885	August 10, 1989
32.	UP6181	886023-22	\$1,307,885	August 10, 1989
33.	UP6182	886023-23	\$1,307,885	August 10, 1989
34.	UP6183	886023-24	\$1,307,885	August 10, 1989
35.	UP6185	886023-26	\$1,307,885	August 10, 1989
36.	UP6186	886023-27	\$1,307,885	August 10, 1989
37.	UP6188	886023-29	\$1,307,885	August 10, 1989
38.	UP6189	886023-30	\$1,307,885	August 10, 1989
39.	UP6190	886023-31	\$1,307,885	August 10, 1989
40.	UP6191	886023-32	\$1,307,885	August 10, 1989
41.	UP6193	886023-34	\$1,307,885	August 10, 1989
42.	UP6195	886023-36	\$1,307,885	August 10, 1989

<u>Locomotive No.</u>	<u>Serial No.</u>	<u>Purchase Price</u>	<u>Delivery Date</u>	
43.	UP6197	886023-38	\$1,307,885	August 10, 1989
44.	UP6199	886023-40	\$1,307,885	August 10, 1989
45.	UP6202	886023-43	\$1,307,885	August 10, 1989
46.	UP6204	886023-45	\$1,307,885	August 10, 1989
47.	UP6206	886023-47	\$1,307,885	August 10, 1989
48.	UP6213	886036-4	\$1,307,885	August 10, 1989
49.	UP6214	886036-5	\$1,307,885	August 10, 1989
50.	UP6215	886036-6	\$1,307,885	August 10, 1989
	TOTAL		<u>\$65,034,050</u>	