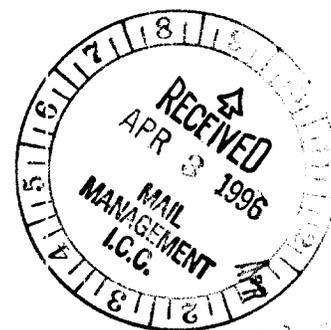


1993

Union Pacific Corporation



Jack E. Jerrett
Senior Corporate Attorney



April 2, 1996

FEDERAL EXPRESS

The Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Room 1324
Twelfth Street & Constitution Avenue, N.W.
Washington, DC 20423

REGISTRATION NO. 19933-B FILED 1996
APR 3 - 1996 - 10 45 AM
INTERSTATE COMMERCE COMMISSION

Re: Interim Lease Agreement Termination (Partial)

Dear Mr. Williams:

I enclose for recording under Section 11301 of Title 49 of the United States Code, four executed original counterparts of an Interim Use Agreement Termination (Partial), effective as of March 22, 1996 (the "Agreement"), between Union Pacific Railroad Company (the "Company") and Electro-Motive Division, General Motors Corporation ("EMD"), terminating the lease by EMD to the Company of the railroad equipment described therein.

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

LESSOR:	Electro-Motive Division General Motors Corporation La Grange, IL 60525
LESSEE	Union Pacific Railroad Company Martin Tower Eighth and Eaton Avenues Bethlehem, PA 18018

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

Interim Use Agreement Termination (Partial), effective as of March 22, 1996, between Union Pacific Railroad Company, as lessee (the "Lessee") and Electro-Motive Division, General Motors Corporation, as lessor (the "Lessor"), terminating the lease by the Lessor to the Lessee of four (4) SD90MAC diesel-electric locomotives, bearing road numbers 8010, 8012, 8013 and 8017.

After the enclosed document is filed and recorded, kindly return the enclosed counterparts to me.

I also enclose a check in the amount of \$21.00 to cover the fee associated with the filing and recordation of the Agreement.

Please acknowledge your receipt of this letter by stamping and returning to the undersigned the enclosed copy of this letter.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. S. Jonnett". The signature is written in a cursive style with a large, sweeping initial "J".

JEJ/ko
Enclosures

G:\JEJ\GEINTLS1.JJL

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001

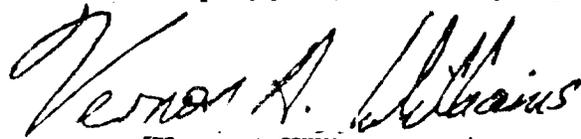
4/3/96/

Jack E. Jerrett
Senior Corporate Attorney
Union Pacific Corporation
Martin Tower
Eighth and Eaton Avenues
Bethlehem, PA., 18018

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 4/3/96 at 10:45AM, and assigned recordation number(s). 19933-B and 19933-C.

Sincerely yours,



Vernon A. Williams
Secretary

Enclosure(s)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature





1993-B
FILED 1996
APR 3 - 1996 - 10 45 AM
INTERSTATE COMMERCE COMMISSION

Electro-Motive Division General Motors Corporation, La Grange, Illinois 60525 (708) 387-6000

INTERIM USE AGREEMENT TERMINATION (PARTIAL)

This terminates the Interim Use Agreement, dated February 5, 1996 (the "Agreement"), between Union Pacific Railroad Company ("Railroad"), a Utah corporation, and Electro-Motive Division, General Motors Corporation ("EMD"), a Delaware corporation, only with respect to the following locomotives: 8010, 8012, 8013, and 8017, (hereinafter referred to as "Terminated Equipment"). The Agreement and the hereinafter described recordation with the Surface Transportation Board ("STB") with respect to locomotives 8001, and 8019 through 8099 inclusive continues in full force and effect.

WHEREAS, Railroad and EMD executed the Agreement which relates to the equipment described in that Agreement: i.e. 100 SD90MAC locomotives bearing road numbers 8000 through 8099 inclusive (the "Locomotives");

WHEREAS, the Agreement was duly filed for recordation with the STB pursuant to 49 U.S.C. Section 11303 on February 15, 1996 at 9:45 AM. Recordation No. 19933.

WHEREAS, the parties hereto desire to terminate and cancel the Agreement with respect to the Terminated Equipment 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 Agreement with respect to the Terminated Equipment, effective March 27, 1996
2. The parties agree to record this Partial Termination with the STB so as to release the lien against the Terminated Equipment constituted by the Agreement.
3. The parties agree that the Agreement and the above mentioned recordation with the STB shall continue in full force and effect with respect to locomotives: road numbers 8001, and 8019 through 8099 inclusive.

4. 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, each party hereto have each caused this Temporary Users Agreement Termination (Partial) to be duly executed by their authorized officers as of the day and year first above written.

UNION PACIFIC RAILROAD COMPANY

By: *John D. Chase*

Title: Assistant Treasurer

ELECTRO-MOTIVE DIVISION
GENERAL MOTORS CORPORATION

By: *Kenner*

Title: Director of Treasury & Finance
Assistant Secretary

The terms and conditions of this Interim Use Agreement Termination (Partial) are hereby accepted and agreed to:

UNION PACIFIC CORPORATION

By: *Augustine*

Title: Vice President and Treasurer

State of Illinois

County of Will - §

On this 22nd day of March, 1996, before me personally appeared Keith A. Mc Canless 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.


Notary Public

My commission expires:

"OFFICIAL SEAL"
M. A. Gonzalez
Notary Public, State of Illinois
My Commission Expires 6/22/97

