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July 11, 1996

RECORDATION NO. 20766 FILED

JUL 15 '97

1-48 PM

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RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Mr. Vernon A. Williams  
Surface Transportation Board  
12th and Constitution Avenue, N.W.  
Room 2311  
Washington, D.C. 20423

**Subject: Recordation of Amendment to Lease Agreement**

Dear Mr. Williams:

Enclosed for recordation, under the provisions of 49 U.S.C. §11303 and the regulations thereunder, is an original and one copy/counterpart of an Amendment to Lease Agreement, dated as of May 1, 1997, between Locomotive Management Services ("Lessor") and Union Pacific Railroad Company ("Lessee"), a primary document.

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

LESSOR: Locomotive Management Services  
c/o GE Transportation Systems  
Building 12-2  
2901 East Lake Road  
Erie, Pennsylvania 16531

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

A general description of the locomotive(s) covered by the enclosed documents is attached hereto as Schedule I. Also enclosed is a remittance in the amount of \$24.00 for the required recording fee.

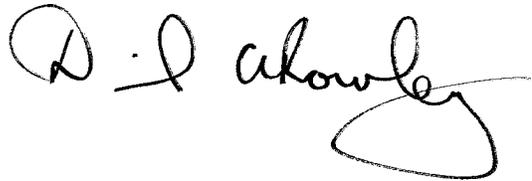
The undersigned is Secretary of GE LMS, Inc., a general partner of the Lessor. Please return the original and any extra copies not needed by the Board for recordation to Daniel A. Rowley, General Electric Company, 2901 East Lake Road, Building 14-5, Erie, Pennsylvania 16531.

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

PRIMARY DOCUMENT

Amendment to Lease Agreement, dated as of May 1, 1997 between Locomotive Management Services ("Lessor") and Union Pacific Railroad Company ("Lessee"), relating to fifteen (15) GE Dash 8-40CW diesel locomotives, bearing Road Nos. LMS 700 through 714.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. A. Rowley". The signature is written in a cursive style with a large, looping flourish at the end.

Enclosures

**SCHEDULE I**

**Description of Locomotive(s)**

<u>Type of Equipment</u>	<u>Road Numbers</u>
Fifteen (15) GE Dash 8-40CW electric diesel locomotives	LMS 700 through LMS 714

JUL 15 '97 1-48 PM

**AMENDMENT NUMBER 5 TO  
LOCOMOTIVE LEASE AGREEMENT**

Reference is made to the Locomotive Lease Agreement dated as of November 15, 1994, as amended from time to time (the "Lease"), between Locomotive Management Services, a Delaware general partnership ("Lessor"), and Union Pacific Railroad Company, a Utah corporation ("Lessee"). As required by Paragraph D of Annex 1, Lessee has given notice that it wishes to lease all 15 Locomotives for the 1997 - 1998 Service Period. For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Paragraph C of Annex 1 of the Lease is hereby amended to read in full as set out in Attachment A hereto.
2. Section 5.2, sentence two is hereby amended to read as follows:  
*"Lessee, shall at its expense, provide consumable replacement materials as needed, including but not limited to filters, brushes, brake shoes, wheels (other than those required by scheduled replacement), pedestal liners, pumps and nozzles (after 1 year), fuel, lubricating oil (including complete oil changes), other lubricants, light bulbs, cab glass, and wiper blades."*
3. Section 15.1(c) is hereby amended to read as follows:  
*"default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein and such default shall continue for ten (10) days after written notice from the Lessor to the Lessee specifying the default and demanding that the same be remedied."*

The Lease, as amended hereby, is and shall continue to be in full force and effect. This Amendment shall be fully subject to the provisions of the Lease, including without limitation Section 16 of the Lease, as if fully set out herein.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have executed this Amendment Number 5 as of May 1, 1997.

**Union Pacific Railroad Company**

By: *M. J. Cronin*

Name: *MICHAEL J. CRONIN*

Title: *DVP. Purchasing*

Date: *June 30*, 1997

**Locomotive Management Services**

By: *C. Douglas Rockwell*

Name: \_\_\_\_\_

C. Douglas Rockwell  
Title: Partners' Committee

Date: *July 10*, 1997

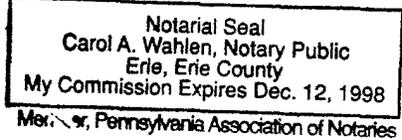
Commonwealth of Pennsylvania }  
 }  
County of Erie }

On this, the 17th day of July, 1997, before me personally appeared C. Douglas Rockwell, who acknowledged himself to be the Member, LMS Partners' Committee of Locomotive Management Services, a Delaware general partnership, and that he as a member of the Partners' Committee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as MANAGER.

In witness whereof, I hereunto set my hand and official seal.

Carol A. Wahlen  
Notary Public

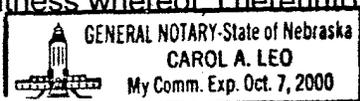
My commission expires:



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State of Nebraska }  
 }  
County of Douglas }

On this, the 30th day of June, 1997, before me, the undersigned officer, personally appeared Michael J. Cronin, who acknowledged himself to be the AVP-Purchasing of Union Pacific Railroad Company, a corporation, and that he as AVP-Purchasing, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as AVP-Purchasing.

In witness whereof, I hereunto set my hand and official seal.



Carol A. Leo  
Notary Public

My commission expires: October 7, 2000

**ANNEX A TO  
AMENDMENT NUMBER 5**

C. Daily rent. The daily rent to be paid for each of the Locomotives during the term of the Locomotive Lease Agreement to which this Annex 1 is attached shall be as follows:

<u>Service Period</u>	<u>Daily Rent</u>
November 1, 1997 - April 30, 1998	\$822.50 per locomotive day
November 1, 1998 - April 30, 1999	\$822.50 per locomotive day
November 1, 1999 - April 30, 2000	\$802.50 per locomotive day
November 1, 2000 - April 30, 2001	\$802.50 per locomotive day

If pursuant to paragraph D Lessor leases no Locomotives in any Service Period, then the rent for each of the following Service Periods will be the rent from the preceding Service Period. For example, if Lessor leases no Locomotives in the 1998-1999 Service Period, then the rent for the 1999-2000 Service Period shall be the rent for the 1998-1999 Service Period (\$822.50 per locomotive day) and the rent for the 2000-2001 Service Period shall be the rent for the 1999-2000 Service Period (\$802.50 per locomotive day). This adjustment will be made to all subsequent Service Periods each time there is a Service Period in which no Locomotives are leased in accordance with Paragraph D.