

Assignor

Union Pacific Holdings, Inc.
Eighth and Eaton Avenues
Bethlehem, PA 18018

Assignee

Electro-Motive Division
General Motors Corporation
9301 West 55th Street
LaGrange, IL 60525

The Sublease covers fifty (50) General Motors SD-60M diesel-electric locomotives bearing road numbers 6316-6365, inclusive (the "Locomotives"). The Assignment assigns the Assignor's interest in the Sublease and the Locomotives as security for the purchase by the Assignor from the Assignee of the Locomotives. A short summary of the enclosed documents to be included in the index follows:

1. Locomotive Sublease Agreement, dated as of August 17, 1992, between Union Pacific Holdings, Inc., as sublessor, and Union Pacific Railroad Company, as sublessee, providing for the sublease of fifty (50) General Motors Model SD-60M diesel electric locomotives bearing road numbers 6316-6365, inclusive.
2. Assignment and Security Agreement, dated as of August 17, 1992, between Union Pacific Holdings, Inc., as assignor, and Electro-Motive Division, General Motors Corporation, as assignee, assigning the assignor's interest in fifty (50) General Motors SD-60M diesel electric locomotives bearing road numbers 6316-6365, inclusive, and a sublease related thereto, as security for assignor's obligation to purchase such locomotives from the assignee.

I have also enclosed a check for \$32.00 to the order of the Interstate Commerce Commission to cover the fee associated with the filing and recordation of the enclosed Sublease and Assignment. Please time and date stamp two of the enclosed counterparts of each document along with the

closed extra copy of this letter as proof of filing and recordation of the enclosed documents and return the same to me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joel Gerrett". The signature is written in black ink and is positioned to the right of the typed name "Sincerely,".

JEJ:ccm
Enclosures

cc: Mr. Keith McCanless

ETLAGM.JJL

RECORDATION NO 17926

AUG 25 1992-2 40 PM

INTERSTATE COMMERCE COMMISSION

LOCOMOTIVE SUBLEASE AGREEMENT

THIS SUBLEASE, made and entered into as of August 17, 1992, by and between Union Pacific Holdings, Inc., a Utah corporation, hereinafter called "Lessor", and Union Pacific Railroad Company, a Utah corporation, hereinafter called "Lessee".

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. Sublease-Daily Basis: Lessee agrees to sublease from Lessor on a daily basis for a period not to extend beyond January 15, 1993, unless otherwise extended by agreement of the parties hereto, the locomotives described in Exhibit A attached hereto, together with all additions and accessories incorporated therein and/or affixed thereto (each a "Locomotive" and collectively the "Locomotives") which have been leased to Lessor by the Electro-Motive Division of General Motors Corporation (the "Owner").

The Lessee will cause the Locomotives to be kept numbered with the identification numbers set forth thereon at the time of their delivery hereunder and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of the Locomotive, in letters not less than one inch in height, the words "General Motors Corporation, Electro-Motive Division, Owner", unless otherwise directed by the Lessor. The Lessee will not place the Locomotives in operation or exercise any control or

dominion over the same unless such words are so marked and will replace promptly any such markings which may be removed, obliterated, defaced or destroyed. The Lessee will not change the identification number of any Locomotive unless and until a statement of the new number to be substituted therefor shall have been filed with the Lessor and duly filed and deposited by the Lessee in all public offices where this Sublease shall have been filed and deposited. The Lessee will not allow the name of any person, association or corporation to be placed on any Locomotive as a designation that might be interpreted as a claim of ownership.

2. Rent: This Sublease shall commence with respect to each Locomotive when said Locomotive is delivered to Lessee and Lessee executes a "Certificate of Acceptance" in the form attached hereto as Exhibit B, and shall continue in effect until said Locomotive is returned to Lessor or January 15, 1993, whichever is sooner, unless otherwise agreed to by the parties hereto; and rent will commence with respect to each Locomotive upon delivery and acceptance of such Locomotive and shall continue until each Locomotive is returned to Lessor pursuant to Section 9 hereof. The daily rental for each Locomotive shall be \$362 per day payable in arrears in respect of any month on the first of the succeeding month.

Lessee shall not be entitled to any reduction of rent or setoff, counterclaim, recoupment or defense against rent or any other amount payable hereunder for any reason whatsoever, including, but not limited to, reductions, setoffs, counterclaims, recoupments or defenses due or alleged to be due by reason of any past, present or future claims of Lessee against Lessor or any other person for any reason whatsoever, except as otherwise provided herein; nor shall this Sublease terminate or the obligations of Lessee be otherwise affected by reason of any defect in the condition, design, operation or fitness for use of any Locomotive or damage to or loss of possession or use or destruction of such Locomotive from whatever cause and of whatever duration, except as otherwise provided herein. Lessee acknowledges that: Lessor has no knowledge or information as to the condition or suitability for Lessee's purpose of the Locomotives and Lessor's decision to enter into this Sublease is made in reliance on Lessee's undertakings herein, including Lessee's express agreement not to assert against Lessor any claims, defenses, setoffs or counterclaims it may now or hereafter have against the Lessor.

3. Warranties: Lessor hereby assigns to Lessee the right to enforce all manufacturer warranties covering the Locomotives.

4. Payment of Rent: Lessee shall make the monthly rental payment in accordance with the instructions of the Lessor.

5. Recordkeeping; Inspection: Lessee agrees to keep and maintain and make available to Lessor such record of Lessee's use, operation, inspection, repairs and maintenance of the Locomotives while in its possession as shall be reasonably required by Lessor. Lessor, by such agent or agents as it may designate, shall have the right at all reasonable times to go upon the property of Lessee to inspect the Locomotives while in the possession of Lessee.

If requested, within five days of the end of the term of this Sublease, the Lessee will furnish to the Lessor a certificate signed by the chief mechanical officer of the Lessee (a) setting forth the repairs performed on the Locomotives during the term hereof and such other information regarding the condition and state of repair of the Locomotives as the Lessor may reasonably request. The Lessor, at its sole expense, shall have the right by its agents to inspect the Locomotives and the Lessee's records with respect thereto at such reasonable times as the Lessor may request during the term of this Sublease.

The Lessee shall promptly notify the Lessor of any occurrence of an event of default, as defined in Section 21

hereof, or default, specifying such event of default or default and the nature and status thereof.

6. Loss or Destruction: In the event that a Locomotive during the term hereof shall become lost, stolen, destroyed, irreparably damaged, permanently rendered unfit for use, or, in the reasonable opinion of the Lessee, worn out or damaged beyond the economic limit of repair, from any cause whatsoever (such occurrences being hereinafter called "Casualty Occurrences"), Lessee shall notify Lessor of such Casualty Occurrence. On the rental payment date next following the date of such Casualty Occurrence, Lessee shall pay to Lessor any unpaid rent due on or prior to such date. Lessee is responsible for insuring the Locomotives. Upon a Casualty Occurrence and in addition to all other sums payable under the terms of this Sublease, the Lessee shall cause to be paid to the Lessor \$1,492,891 per Locomotive (hereinafter referred to as "Casualty Value"). If Lessee obtains insurance, such insurance shall cover the respective interests of Lessee, Lessor and the Owner and the proceeds of any insurance shall be paid directly to the Owner and Lessee shall be required only to pay the difference between the sum of said proceeds and the Casualty Value of such Locomotive. Upon making such payment in respect of any Locomotive(s), rentals on such Locomotive(s) shall cease as of the date of such payment, the term of this Sublease as to such

Locomotive(s) shall terminate, and title to and rights in such Locomotive(s) shall thereupon vest in the Lessee; provided, however, that Lessor has the option, to be exercised within fifteen (15) days after payment by Lessee, to retain any Locomotive that is the subject of a Casualty Occurrence, upon payment to Lessee of the scrap or salvage value of such Locomotive, to be determined as agreed by Lessor and Lessee, or failing such agreement by the average of the bids placed upon the whole of such scrap or salvage by three independent parties; and provided, further, that in no event shall Lessor be required to pay more than \$1,492,891. Lessee shall furnish Lessor with certificates or other evidence of compliance with this Section 6 as may be reasonably required.

In the event that a Locomotive is taken or requisitioned by condemnation or otherwise by the United States Government for a period of which shall exceed the remaining term hereof, or by any other government or governmental entity resulting in the loss of possession by the Lessee for a period of sixty (60) consecutive days, Lessor shall relieve Lessee from rental payments for the Locomotive effective with the date such Locomotive was first requisitioned or condemned by said governmental agency and settle with that governmental agency for any proceeds to which Lessor is entitled and Lessee shall immediately pay over to Owner any proceeds received by Lessee as compensation

for Owner's loss of its ownership interest in the Locomotives. For any periods of condemnation of less than sixty (60) days the Lessee will continue to pay rental and handle with and retain any proceeds collected from the governmental agency.

7. Indemnity: The Lessee agrees to indemnify, protect and hold harmless the Lessor and the Owner from and against all losses, damages, injuries, liabilities, claims (including, without limitation, claims for strict liability in tort) and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including, but not limited to, counsel fees and expenses, penalties, and interest, arising from or caused directly by: (a) Lessee's failure to promptly perform any of its obligations under the provisions of Sections 1, 2, 6, 7 and 20 of this Sublease, or (b) injury to person or property resulting from or based upon the actual or alleged use, operation, delivery or transportation of any or all of the Locomotives or their location or condition, or (c) inadequacy of the Locomotives, or any part thereof, for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business; and shall, at its own cost and expense, defend any and all suits which may

be brought against Lessor, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Lessor or the Owner in any such action or actions, provided, however, that (i) Lessor or the Owner must give Lessee written notice of any such claim or demand, and (ii) Lessee shall not be required to indemnify Lessor or Owner for any loss, liability or expense resulting from the gross negligence or willful misconduct of Lessor or the Owner, respectively. The indemnities arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Sublease or the expiration or termination of the term of this Sublease.

Except as otherwise expressly provided in this Sublease, the Lessee shall bear the responsibility and risk for, and shall not be released from its obligations hereunder in the event of, any damage to or the destruction or loss of the Locomotives.

The Lessee agrees to prepare and deliver to the Lessor within a reasonable time prior to the required filing date (or to the extent permissible, file on behalf of the Lessor) any and all reports (other than tax returns) to be filed by the Lessor or the Owner with any federal, state or other regulatory authority by reason of the ownership

of the Locomotives by the Owner, or the subleasing thereof by Lessor to the Lessee.

8. Compliance with Law; Repair and Maintenance: Lessee shall comply with all Federal Railroad Administration ("FRA") rules and regulations, the interchange rules of the Association of American Railroads and all other applicable governmental laws, regulations and requirements and other binding regulations, with respect to the use, maintenance and operation of the Locomotives during the term of this Sublease. The Lessee shall use the Locomotives only in the manner for which designed and intended and so as to subject them only to ordinary wear and tear.

Except for repair or replacement that is a manufacturer responsibility as a result of Section 3 above, Lessee shall, at its own cost and expense, maintain and service the Locomotives in accordance with prudent industry practice including testing and repair of the Locomotives so that the Locomotives will remain (a) in as good operating condition as when delivered (ordinary wear and tear excepted), (b) in compliance with any and all applicable laws and regulations, and (c) suitable for immediate use by a line-haul railroad (not then or prospectively a debtor in any insolvency or reorganization proceedings) in the event of release upon default by the Lessee. In no event shall the Locomotives be maintained or scheduled for

maintenance on a basis less frequent than the maintenance or maintenance scheduling basis employed as of the date hereof by the Lessee for similar equipment. Any parts installed or replacements made by Lessee upon the Locomotives shall be considered accessions to the Locomotives and title thereto shall be immediately vested in Lessor, without cost or expense to Lessor; provided, however, Lessee may remove from the Locomotives any (a) communications equipment, (b) train control, (c) end of train telemetry, and (d) recording devices, which Lessee paid for and installed but only if such removal may be accomplished without damage to the Locomotives.

9. Return of Locomotives to Lessor: At the end of the term of this Sublease or upon earlier termination, Lessee shall return the Locomotives to the Lessor at a point on Lessee's lines designated by Lessor.

Locomotives must be delivered to Lessor with no FRA defects or FRA periodic inspections past due. All replacement of missing parts, failure repairs (except those that are a manufacturer responsibility under Section 3 above), routine maintenance operations, and FRA inspections, that are due or occur before the Sublease termination date, must be completed prior to Sublease termination.

10. Assignment by Lessee: Lessee shall not assign or sublet its interest, or any parts thereof, under this Sublease, or permit the use or operation of the Locomotives subject to this Sublease by any other person, firm or corporation, other than wholly-owned subsidiaries of the Lessor, without the prior written consent of Lessor. Lessor expressly consents to incidental operation and use on railroads other than the Lessee's under standard run-through arrangements and horsepower hour exchanges; provided, however, that a Locomotive may not be so operated or used outside the 48 contiguous states of the United States. Notwithstanding any assignment or sublease permitted under this paragraph, Lessee shall not be relieved of its obligations under this Sublease.
11. Assignment by Lessor: Lessor may at any time assign its rights and obligations under this Sublease and in the Locomotives without notice to or prior consent of Lessee and in such event Lessor's transferee as assignee shall have, to the extent provided in the assignment, the rights, powers, privileges and remedies of Lessor hereunder.
12. Notices: Unless otherwise specifically provided, any notices to be given under this Sublease or any other communications between the parties shall be given by certified mail, postage prepaid in the following manner:

(a) Notices from Lessor to Lessee shall be sent to:

Jerry Habraken, Vice President - Supply
Union Pacific Railroad
1416 Dodge Street
Omaha, Nebraska 68179

or to such other address as Lessee may from time to time indicate by written notice to Lessor.

(b) Notices from Lessee to Lessor shall be sent to:

Union Pacific Holdings, Inc.
Martin Tower
Eighth and Eaton Avenues
Bethlehem, PA 18018
Attn: Treasurer

13. Quiet Enjoyment: So long as Lessee makes its aforesaid rental payments and otherwise complies with the terms and provisions hereof, Lessee shall be entitled to the use and possession of the Locomotives according to the terms hereof without interference by the Lessor or by any party lawfully claiming by or through the Lessor.
14. Authority: The undersigned signatories herewith represent and warrant that they are fully authorized to execute this

Sublease and bind the respective parties to the terms and provisions hereof.

15. Late Charges - Failure to Return Locomotives: Delinquent installments of rent shall bear interest at the rate of 1-1/2% per month if not prohibited by law, otherwise at the highest lawful contract rate. Should Lessee fail to return any Locomotive by January 15, 1993, Lessor may, in addition to any other remedies available under this Sublease, extend the term and all conditions of this Sublease on a daily basis and assess rental charges of \$362.00 per Locomotive per day.

16. Protection of Lessor's Interest: Lessor may, at its option, cause this Sublease to be duly filed, registered or recorded in conformity with the Interstate Commerce Act, 49 USC § 11303, or in other places within or without the United States as Lessor may reasonably request for the protection of the Lessor's and the Owner's interest in the Locomotives. Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, reregister, or rerecord whenever required) any and all further instruments required by law or reasonably requested by Lessor, for the purpose of protecting the Lessor's and the Owner's interest in the Locomotives to the satisfaction of Lessor's and the Owner's counsel or for the

purpose of carrying out the intention of this Sublease, and in connection with any such action, will deliver to Lessor proof of such filing.

17. Taxes: Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales (but only as it relates to a sale to Lessee), use and property taxes, gross receipts taxes arising out of receipts from use or operation of the Locomotives including without limitation amounts payable under Sections 2, 6 and 9 hereof and other taxes (excluding any tax measured by Lessor's net income), together with any penalties or interest thereon, imposed by any state, federal or local government upon the Locomotives and whether or not the same shall be assessed against or in the name of Lessor, Lessee or Owner.

18. Performance of Obligations of Lessee by Lessor: In the event that the Lessee shall fail duly and promptly to perform any of its obligations under the provisions of this Sublease, the Lessor may, at its option, perform the same for the account of Lessee without thereby waiving such default, and any amount paid or expense (including reasonable attorneys' fees), penalty or other liability incurred by the Lessor in such performance, together with interest at the lesser of 1-1/2% per month or the highest amount allowed by law thereon until paid by the Lessee to

the Lessor, shall be payable by the Lessee upon demand as additional rent hereunder.

19. Further Assurance: Lessee shall execute and deliver to Lessor, upon Lessor's request such instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of this Sublease and Lessor's rights hereunder.

20. Lessee's Covenants: Lessee will: (a) defend at Lessee's own cost any action, proceeding or claim affecting the Locomotives; (b) do everything necessary or expedient to preserve or perfect the Lessor's and the Owner's interest in the Locomotives; (c) not misuse, fail to keep in good repair (ordinary wear and tear excepted), secrete, or, without the prior written consent of Lessor and notwithstanding Lessor's claim to proceeds, sell, rent, lend, encumber or transfer the Locomotives, except as provided in Section (10) of this Sublease; (d) permit Lessor to enter upon Lessee's premises or wherever the Locomotives may be located at any reasonable time and upon reasonable notice to inspect the Locomotives; and (e) except as provided in Section 10 of this Sublease, not permit the use of the Locomotives by any other party, without the Lessor's consent to be granted in its sole discretion.

21. Default: An event of default shall occur if: (a) Lessee fails to pay when due any installment of rent and such failure continues for a period of 10 days; (b) Lessee shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder and such failure continues uncured for 15 days after written notice thereof to Lessee by Lessor, (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action looking to its dissolution or liquidation; (d) within 60 days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 60 days after the appointment without

Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated; or (e) Lessee attempts to remove, sell, transfer, encumber, part with possession or sublet the Locomotives or any part thereof in a manner prohibited hereunder.

Upon the occurrence of an event of default, Lessor, at its option, may: (a) declare all sums due and to become due hereunder immediately due and payable; (b) proceed by appropriate court action or other proceedings either at law or in equity to enforce performance by the Lessee of any and all covenants of this Sublease and to recover damages for the breach thereof; (c) demand that Lessee deliver the Locomotives forthwith to Lessor at Lessee's expense at such place as Lessor may designate; and (d) Lessor and/or its agents may, without notice or liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the Locomotives may be or by Lessor is believed to be, and retake all or any item thereof, disconnecting and separating all thereof from any other property and using all force necessary or permitted by applicable law so to do, Lessee hereby expressly waiving all further rights to possession of the Locomotives and all claims for damages suffered through or loss caused by such retaking. If any statute governing any proceeding hereunder specifies the

amount of Lessor's deficiency or other damages for breach of this Sublease by the Lessee, Lessor shall be entitled to prove as and for damages for the breach an amount equal to that allowed under such statute. The provisions of this paragraph shall be without prejudice to any rights given to the Lessor by such statute to prove for any amounts allowed thereby. Should any proceedings be instituted by or against Lessor for monies due to Lessor hereunder and/or for possession of the Locomotives or for any other relief, Lessee shall pay a reasonable sum as attorneys' fees.

The remedies in this Sublease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative and may be exercised concurrently or consecutively, and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver is not, at the time in question, prohibited by law. The Lessee hereby waives any and all existing or future claims to any offset against the rental payments due hereunder, and agrees to make such payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf. The Lessor and the Lessee agree that the Lessor shall be entitled to all rights (such rights being fundamental to

the willingness of the Lessor to enter into this Sublease) provided for in the Bankruptcy Code or of any other bankruptcy act, so that the Lessor shall have the right to take possession of the Locomotives upon any event of default under this Sublease regardless of whether the Lessee is in reorganization. No failure by the Lessor to exercise, and no delay by the Lessor in exercising, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege by the Lessor preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

22. Choice of Law: This Sublease shall be governed in all respects by the laws of the State of Illinois.

23. This Sublease is subject and subordinate to the Locomotive Operating Lease Agreement, dated as of August 17, 1992 (the "Primary Lease"), between the Owner, as lessor, and the Lessor, as lessee, and this Sublease shall terminate no later than the date the Primary Lease is terminated.

24. Miscellaneous: All transportation charges for delivery of the Locomotives to Lessee and the return of the Locomotives to a point on the Lessee's lines specified by Lessor shall be borne by Lessee. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws

or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. This Sublease is irrevocable for the full term hereof and for the aggregate rental herein received. Lessee admits the receipt of a true copy of this Sublease.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Sublease as of the date first written above.

Union Pacific Holdings, Inc.

[Seal]

Attest: Jane M L Gorman

By: Gary M Stuart

Title: Vice President
GARY M. STUART
Vice President & Treasurer

Union Pacific Railroad Company

[Seal]

Attest: Jane M L Gorman

By: Gary M Stuart

Title: GARY M. STUART
Vice President & Treasurer

EXHIBIT A

Road Numbers

6316 - 6365, inclusive

EXHIBIT B

UNION PACIFIC RAILROAD COMPANY

CERTIFICATE OF ACCEPTANCE

I, an authorized representative of General Motors Corporation and having been delegated authority by Union Pacific Railroad Company (the "Railroad"), do hereby certify that I have inspected, approved, and accepted delivery for the Railroad of the following Units of Equipment:

TYPE OF EQUIPMENT: SD60M DIESEL ELECTRIC LOCOMOTIVES

PLACE ACCEPTED: _____

ROAD NUMBER(S): _____

DATE ACCEPTED: _____

NUMBER OF UNITS: _____

I do further certify that the foregoing Units of Equipment are in good order and condition, and conform to the specifications, requirements and standards of the Railroad. Each unit has been inspected and accepted and marked by means of a plate or stencil printed in contrasting colors upon each side of the unit in letters not less than one inch in height as follows:

"GENERAL MOTORS CORPORATION
ELECTRO-MOTIVE DIVISION
OWNER"

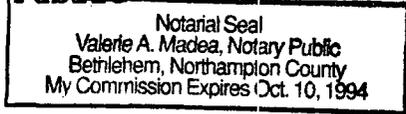
Dated: _____, 1992

Its: _____

Commonwealth of Pennsylvania)
) ss.
County of Lehigh)

On this 18th day of August, 1992, before me personally appeared Gary M. Stuart to me personally known, who, being by me duly sworn, did say that he is a Vice President of Union Pacific Holdings, Inc., 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.

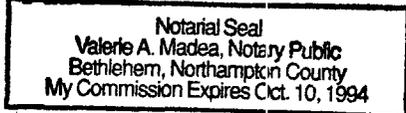
Valerie A. Madea
Notary Public



Commonwealth of Pennsylvania)
) ss.
County of Lehigh)

On this 18th day of August, 1992, before me personally appeared Gary M. Stuart to me personally known, who, being by me duly sworn, did say that he is a Vice President of the Union Pacific Railroad Company, 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 of such corporation.

Valerie A. Madea
Notary Public



locosls.jjdnlr