

DONELAN, CLEARY WOOD & MASER, P C

ATTORNEYS AND COUNSELORS AT LAW

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3-059A002

March 30, 1990

RECORDATION NO 16744-A FILED 1428

MAR 30 1990 -12 15 PM

INTERSTATE COMMERCE COMMISSION

The Honorable Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary McGee:

Enclosed for recordation, under the provisions of 49 U.S.C. §11303(a) and the regulations thereunder, are an original and three counterparts of Amendment to Locomotive Lease Agreement, dated as of March 27, 1990, relating to a Locomotive Lease Agreement between General Electric Company ("Lessor"), and Union Pacific Railroad Company ("Lessee"), a primary document, dated as of December 29, 1989, recorded under Recordation No. 16744.

It is my understanding that the recordation number to be assigned to this new document, as described in the preceding paragraph, is: 16744-A.

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

LESSOR: General Electric Company
2901 East Lake Road
Erie, Pennsylvania 16531

LESSEE: Union Pacific Railroad Company
1414 Dodge Street
Omaha, Nebraska 68179

A general description of the railroad locomotives covered by the enclosed documents is attached hereto as Schedule I.

The undersigned is the attorney-in-fact of General Electric Company. Please return the original of the enclosed document to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005-4006 or to the bearer hereto.

Counterparts - J.K. Maser

DONELAN, CLEARY, WOOD & MASER, P C

Letter to Secretary McGee

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Also enclosed is a remittance in the amount of \$15.00 for the required recording fee.

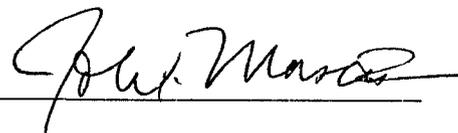
A short summary of the document to appear in the index follows:

SECONDARY DOCUMENT

Amendment to Locomotive Lease Agreement, dated as of March 27, 1990, relating to Locomotive Lease Agreement, dated as of December 29, 1989, recorded under Recordation No. 16744, between General Electric Company ("Lessor") and Union Pacific Railroad Company ("Lessee"), relating to fifty (50) General Electric Dash 8 C-40 diesel electric locomotives, bearing identification marks "Union Pacific" and Road Nos. 9356-9405, inclusive.

Respectfully submitted,

By:



John K. Maser III
Attorney-In-Fact

Enclosures
004/FS

Schedule I

Description of Locomotives

<u>Type of Equipment</u>	<u>Number</u>	<u>Identifying Marks</u>	<u>Road Numbers</u>
General Electric Dash 8 C-40, diesel electric locomotives	50 locomotives	Marked "Union Pacific" on both sides of locomotive	9356-9405, inclusive

Interstate Commerce Commission

Washington, D.C. 20423

3/30/90

OFFICE OF THE SECRETARY

John K. Maser III-Attorney-In-Fact
Donelan, Cleary, Wood & Maser, PC
Suite 850
1275 K Street, N. W.
Washington, D.C. 20005-4006

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/30/90 at 12:15PM and assigned recordation number(s). 16744-A

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

MAR 30 1990 -12 15 PM

Amendment to
Locomotive Lease Agreement

INTERSTATE COMMERCE COMMISSION

This Amendment to Locomotive Lease Agreement (the "Amendment") is made as of the 27th day of March 1990 between Union Pacific Railroad Company, a Utah corporation (the "Lessee"), and General Electric Company, a New York corporation (the "Lessor").

WHEREAS, pursuant to a Locomotive Lease Agreement, dated December 29, 1989 (the "Lease Agreement"), Lessee has leased from the Lessor fifty (50) Dash 8-40C diesel electric locomotives (the "Locomotives") for a term ending on March 31, 1990; and

WHEREAS, pursuant to the Union Pacific Railroad Multi Year Locomotive Proposal, dated July 8, 1988, as amended by the Purchase Agreement, dated December 29, 1989, between the Lessee and Lessor (the "Purchase Agreement"), the Lessee has agreed to purchase and the Lessor has agreed to sell the Locomotives upon the termination of the Lease Agreement, pursuant to the terms set forth in the Purchase Agreement; and

WHEREAS, the Lessee has requested and the Lessor has agreed to an extension of the term of the Lease Agreement in consideration for the payment by the Lessee of a security deposit as described more fully below.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. On March 30, 1990, the Lessee shall deposit with the Lessor a sum equal to the number of Locomotives delivered to and accepted by the Lessee as of the end of that day under Sections 2.0 and 3.0 of the Lease Agreement, multiplied by the purchase price therefor under the Purchase Agreement plus any additional charges agreed to by the Lessee. As to any Locomotives so delivered to and accepted by the Lessee after March 30, 1990, Lessee shall deposit a sum equal to the purchase price therefor under the Purchase Agreement plus any additional charges agreed to by the Lessee within twenty-four (24) hours after such delivery and acceptance. Payment of any such deposits shall be made by wire transfer of immediately available funds to an account designated in advance by the Lessor.

2. The amounts deposited by Lessee pursuant to Paragraph 1 above will be retained by the Lessor as security for the payment to the Lessor of the final invoiced cost of the Locomotives. During the period of deposit, the Lessor will have full use of the funds on deposit. Upon receipt by the Lessor of full payment for the Locomotives under a permanent financing arrangement, the Lessor shall repay the amount of all deposits made pursuant to Paragraph 1 above to the Lessee without interest. Such payment shall be made by wire transfer of immediately available funds to an account designated in advance by the Lessee.

3. The parties hereto agree that payment of a security deposit hereunder shall give Lessee no ownership interest in any of the Locomotives and shall not be considered a payment or partial payment therefor. Lessor shall retain full legal title to the Locomotives until the term of the Lease Agreement (as extended hereunder) has expired and the final invoiced cost of the Locomotives has been paid to the Lessor, at which time Lessor shall transfer full legal title to the Locomotives, free of all prior claims, liens and encumbrances, to the Lessee or such other party as may be required under a permanent financing arrangement.

4. Lessor and Lessee hereby agree to extend the term of the Lease Agreement to April 30, 1990. Lessee shall cease paying rent under the Lease Agreement for any Locomotive once a security deposit in respect of such Locomotive has been paid to the Lessor. Payment of a security deposit shall not affect Lessor's obligation to pay rent incurred prior to the payment of such security deposit.

5. Except as amended hereby, the Lease Agreement shall continue in full force and effect and shall be binding upon the parties hereto.

6. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

GENERAL ELECTRIC COMPANY

By: Royce H. Joyce
Title: Manager - Finance Operations

UNION PACIFIC RAILROAD COMPANY

By: John A. Olson
Title: Assistant Treasurer

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF)

On the 29th day of March, 1990, before me personally appeared Royce H. Tonjes, to me personally known, who being by me duly sworn, says that he is Manager - Finance Operations of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of such corporation, that the instrument was signed and sealed on behalf of the 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 the corporation.

Betty A. Manucci

Notary Public
NOTARIAL SEAL
BETTY A. MANUCCI, NOTARY PUBLIC
LAWRENCE PARK TWP., ERIE COUNTY
MY COMMISSION EXPIRES JAN 14, 1991

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On the 27th day of March, 1990, before me personally appeared John B. Larsen, to me personally known, who being by me duly sworn, says that he is Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of such corporation, that the instrument was signed and sealed on behalf of the 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 the corporation.

Kathleen F. Owens
Notary Public

Notarial Seal
Kathleen F Owens, Notary Public
Bethlehem, Northampton County
My Commission Expires Oct 19, 1992