

DONELAN, CLEARY, WOOD & MASER, P C

ATTORNEYS AND COUNSELORS AT LAW

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May 1, 1990

RECORDATION NO. 16744-B FILED 1425

MAY 1 1990 -9 10 AM
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 Second Amendment to Locomotive Lease Agreement, dated as of April 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, and amended by Amendment to Locomotive Lease Agreement, dated as of March 27, 1990, recorded under Recordation No. 16744-A.

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

The names and addresses of the parties to the enclosed Second 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.

For Maser
Donelan

DONELAN, CLEARY, WOOD & MASER, P C
Letter to Secretary McGee
Page 2
May 1, 1990

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.

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

Second Amendment to Locomotive Lease Agreement, dated as of April 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"), and amended by Amendment to Locomotive Lease Agreement, dated as of March 27, 1990, recorded under Recordation No. 16744-A, 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

5/1/90

OFFICE OF THE SECRETARY

John K. Maser III
Donelan, Cleary, Wood & Maser
1275 K Street N.W.
Washington, D.C. 20005-4006

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 5/1/90 at 9:10am, and assigned recordation number(s). 16744-B

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

SECOND AMENDMENT TO
LOCOMOTIVE LEASE AGREEMENT

RECORDATION NO. 16744-B
FILED 1426
MAY 1 1990 -9 10 AM
INTERSTATE COMMERCE COMMISSION

This Second Amendment to Locomotive Lease Agreement (the "Second Amendment") is made as of the 27th day of April, 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"); 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 Lessee agreed to purchase and the Lessor agreed to sell the Locomotives upon the termination of the Lease Agreement; and

WHEREAS, pursuant to the Amendment to Locomotive Lease Agreement, dated as of March 27, 1990 (the "First Amendment"), the term of the Lease Agreement was extended to April 30, 1990 and the Lessee paid Lessor a deposit as security for payment of the final invoiced cost of the Locomotives.

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

1. The term of the Lease Agreement is hereby extended to June 29, 1990.

2. Lessor shall retain the security deposit previously paid by Lessee pursuant to the terms of the First Amendment.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered by their authorized officers as of the date first above written.

ATTEST:



[Signature]

GENERAL ELECTRIC COMPANY

By: *[Signature]*

Title: Manager - Finance Operation

ATTEST:

[Signature]
Assistant Secretary

UNION PACIFIC RAILROAD COMPANY

By: *[Signature]*

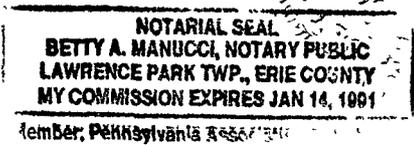
Title: Assistant Treasurer



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Sria)

On the 27th day of April, 1990, before me personally appeared R. H. Tonjes, to me personally known, who being by me duly sworn, says that he is Manager-Finance Operation 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.

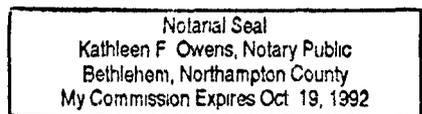
Betty A. Manucci
Notary Public



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On the 27th day of April, 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



Member, Pennsylvania Association of Notaries

