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MORGAN, LEWIS & BOCKIUS

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INTERSTATE COMMERCE COMMISSION

WASHINGTON
NEW YORK
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BRUSSELS
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STEPHEN A. JANNETTA
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INTERSTATE COMMERCE COMMISSION

JAN 31 1991 -12 22 PM January 31, 1991

INTERSTATE COMMERCE COMMISSION

17214
REGISTRATION NO. FILED 1423

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, D.C. 20423

JAN 31 1991 -12 22 PM

INTERSTATE COMMERCE COMMISSION

Re: Lease of Locomotives from NBB Bethlehem Lease Co., Ltd. to Union Pacific Railroad Company

Dear Mr. Strickland:

Enclosed are an original and two originally executed counterparts of the three primary documents described below and three secondary documents which are also described below and which are related to the primary document described as item number 1 below. All of the enclosed documents are to be recorded pursuant to Section 11303, Title 49, of the United States Code.

The enclosed primary documents are:

(1) Lease Agreement, dated as of January 31, 1991, between NBB Bethlehem Lease Co., Ltd., as lessor, and Union Pacific Railroad Company, as lessee.

(2) Mortgage, Assignment and Security Agreement, dated as of January 31, 1991, between NBB Bethlehem Lease Co., Ltd., as mortgagor, and The Sumitomo Bank, Limited, New York Branch, as mortgagee.

(3) Lessor Security Agreement, dated as of January 31, 1991, between NBB Bethlehem Lease Co., Ltd., as debtor, and Union Pacific Railroad Company, as secured party.

The enclosed secondary documents are:

(1) Lease Supplement No. 1, dated as of January 31, 1991, between NBB Bethlehem Lease Co., Ltd., as lessor, and Union Pacific

Rec'd by Mr. Strickland

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Railroad Company, as lessee. The primary document to which this Lease Supplement is connected is being submitted for recording concurrently herewith.

(2) Assignment Agreement, dated as of January 31, 1991, between Union Pacific Railroad Company, as assignor, and NBB Bethlehem Lease Co., Ltd., as assignee. The primary document to which this Assignment Agreement is connected is being submitted for recording concurrently herewith.

(3) Bank Security Agreement, dated as of January 31, 1991, between NBB Bethlehem Lease Co., Ltd., as debtor, and The Sumitomo Bank, Limited, New York Branch, as secured party. The primary document to which this Bank Security Agreement is connected is being submitted for recording concurrently herewith.

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

Lease Agreement

Lessor:
NBB Bethlehem Lease Co., Ltd.
1-12-11 Nihonbashi, Chuo-ku
Tokyo 103, Japan

Lessee:
Union Pacific Railroad Company
Martin Tower
Eighth and Eaton Avenues
Bethlehem, PA 18018

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Lease Supplement

Lessor:
NBB Bethlehem Lease Co., Ltd.
1-12-11 Nihonbashi, Chuo-ku
Tokyo 103, Japan

Lessee:
Union Pacific Railroad Company
Martin Tower
Eighth and Eaton Avenues
Bethlehem, PA 18018

Assignment Agreement

Assignor:
Union Pacific Railroad Company
Martin Tower
Eighth and Eaton Avenues
Bethlehem, PA 18018

Assignee:
NBB Bethlehem Lease Co., Ltd.
1-12-11 Nihonbashi, Chuo-ku
Tokyo 103, Japan

Mortgage, Assignment and Security Agreement

Mortgagor:
NBB Bethlehem Lease Co., Ltd.
1-12-11 Nihonbashi, Chuo-ku
Tokyo 103, Japan

Mortgagee:
The Sumitomo Bank, Limited
New York Branch
One World Trade Center
Suite 9549
New York, NY 10048

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Bank Security Agreement

Debtor:
NBB Bethlehem Lease Co., Ltd.
1-12-11 Nihonbashi, Chuo-ku
Tokyo 103, Japan

Secured Party:
The Sumitomo Bank, Limited
New York Branch
One World Trade Center
Suite 9549
New York, NY 10048

Lessor Security Agreement

Debtor:
NBB Bethlehem Lease Co., Ltd.
1-12-11 Nihonbashi, Chuo-ku
Tokyo 103, Japan

Secured Party:
Union Pacific Railroad Company
Martin Tower
Eighth and Eaton Avenues
Bethlehem, PA 18018

The description of the equipment covered by the
aforesaid Lease, Lease Supplement and Assignment is as follows:

Twenty-seven General Motors Corporation
(Electro-Motive Division) SD-60 diesel
electric locomotives each marked on the sides
in letters not less than one inch in height
with the words "Ownership Subject to
Documents Filed with the Interstate Commerce
Commission" and bearing a nameplate with the
legible inscription "TITLE TO THIS LOCOMOTIVE
IS HELD BY NBB BETHLEHEM LEASE CO., LTD., THE
LESSOR, WHICH HAS LEASED THIS LOCOMOTIVE TO
UNION PACIFIC RAILROAD COMPANY AND SUCH TITLE
IS SUBJECT TO A MORTGAGE IN FAVOR OF THE
SUMITOMO BANK, LIMITED, NEW YORK BRANCH, AS
AGENT" and bearing the road numbers 6216
through 6242, inclusive.

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Included in the property covered by the Mortgage, Assignment and Security Agreement are twenty-seven (27) General Motors Corporation (Electro-Motive Division) SD-60 diesel electric locomotives and all additions, alterations and modifications thereto or replacements thereof and certain rights of NBB Bethlehem Lease Co., Ltd. in the Lease Agreement, dated as of January 31, 1991, between NBB Bethlehem Lease Co., Ltd., as lessor, and Union Pacific Railroad Company, as lessee, and the Assignment Agreement, dated as of January 31, 1991, between Union Pacific Railroad Company, as assignor, and NBB Bethlehem Lease Co., Ltd., as assignee.

Included in the collateral covered by the Bank Security Agreement are certain payments to be made in U.S. Dollars by Union Pacific Railroad Company, as lessee, to NBB Bethlehem Lease Co., Ltd., as lessor, in respect of the twenty-seven (27) General Motors Corporation (Electro-Motive Division) SD-60 diesel electric locomotives.

Included in the property covered by the Lessor Security Agreement are twenty-seven (27) General Motors Corporation (Electro-Motive Division) SD-60 diesel electric locomotives and all additions, alterations and modifications thereto or replacements thereof, subject to the Mortgage, Assignment and Security Agreement, dated as of January 31, 1991, between NBB Bethlehem Lease Co., Ltd., as mortgagor, and The Sumitomo Bank, Limited, New York Branch, as mortgagee.

A fee of Ninety Dollars (\$90.00) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Stephen A. Jannetta, Esquire
Morgan, Lewis & Bockius
2000 One Logan Square
Philadelphia, PA 19103

A short summary of each of the documents to appear in the index follows:

- 1) Lease Agreement:
Lease Agreement, dated as of January 31, 1991, between NBB Bethlehem Lease Co., Ltd., as lessor, 1-12-11 Nihonbashi, Chuo-ku, Tokyo 103, Japan and Union Pacific Railroad Company, as lessee, Martin Tower, Eighth and Eaton Avenues,

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Bethlehem, PA 18018, covering twenty-seven (27) General Motors Corporation (Electro-Motive Division) SD-60 diesel electric locomotives bearing road numbers 6216 through 6242 inclusive.

- 2) Lease Supplement No. 1:
Lease Supplement No. 1, dated as of January 31, 1991, between NBB Bethlehem Lease Co., Ltd., as lessor, and having its principal office at 1-12-11 Nihonbashi, Chuo-ku, Tokyo 103, Japan and Union Pacific Railroad Company, as lessee, Martin Tower, Eighth and Eaton Avenues, Bethlehem, PA 18018, covering twenty-seven (27) General Motors Corporation (Electro-Motive Division) SD-60 diesel electric locomotives bearing road numbers 6216 through 6242 inclusive.
- 3) Assignment Agreement:
Assignment Agreement, dated as of January 31, 1991, between Union Pacific Railroad Company, as assignor, Martin Tower, Eighth and Eaton Avenues, Bethlehem, PA 18018 and NBB Bethlehem Lease Co., Ltd., as assignee, 1-12-11 Nihonbashi, Chuo-ku, Tokyo 103, Japan, relating to the purchase of twenty-seven (27) General Motors Corporation (Electro-Motive Division) SD-60 diesel electric locomotives bearing road numbers 6216 through 6242 inclusive.
- 4) Mortgage, Assignment and Security Agreement:
Mortgage, Assignment and Security Agreement, dated as of January 31, 1991, between NBB Bethlehem Lease Co., Ltd., as mortgagor, 1-12-11 Nihonbashi, Chuo-ku, Tokyo 103, Japan and The Sumitomo Bank, Limited, New York Branch, as mortgagee, One World Trade Center, Suite 9549, New York, NY 10048, securing Mortgagor's obligations relating to twenty-seven (27) General Motors

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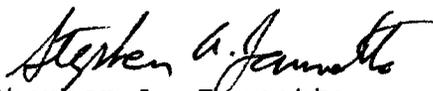
Corporation (Electro-Motive Division)
SD-60 diesel electric locomotives.

- 5) **Bank Security Agreement:**
Bank Security Agreement, dated as of January 31, 1991, between NBB Bethlehem Lease Co., Ltd., as debtor, 1-12-11 Nihonbashi, Chuo-ku, Tokyo 103, Japan and The Sumitomo Bank, Limited, New York Branch, as secured party, One World Trade Center, Suite 9549, New York, NY 10048, securing debtor's obligations relating to twenty-seven (27) General Motors Corporation (Electro-Motive Division) SD-60 diesel electric locomotives.

- 6) **Lessor Security Agreement:**
Lessor Security Agreement, dated as of January 31, 1991, between NBB Bethlehem Lease Co., Ltd., as debtor, 1-12-11 Nihonbashi, Chuo-ku, Tokyo 103, Japan and The Union Pacific Railroad Company, as secured party, Martin Tower, Eighth and Eaton Avenues, Bethlehem, PA 18018, securing debtor's obligations relating to twenty-seven (27) General Motors Corporation (Electro-Motive Division) SD-60 diesel electric locomotives bearing road numbers 6216 through 6242, inclusive.

If you have any questions, please do not hesitate to call the undersigned.

Very truly yours,


Stephen A. Jannetta

SAJ/bas
Enclosures

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INTERSTATE COMMERCE COMMISSION

[EXECUTION COPY]

LEASE SUPPLEMENT NO. 1

Between

**NBB BETHLEHEM LEASE CO., LTD.,
as Lessor**

and

**UNION PACIFIC RAILROAD COMPANY,
as Lessee**

**Twenty-Seven General Motors Corporation
(Electro-Motive Division) SD-60
Diesel Electric Locomotives**

Dated as of January 31, 1991

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE SUPPLEMENT NO. 1 AND TO THE ITEMS OF EQUIPMENT COVERED HEREBY ON THE PART OF NBB BETHLEHEM LEASE CO., LTD. HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF THE SUMITOMO BANK, LIMITED, NEW YORK BRANCH, AS AGENT, UNDER A MORTGAGE, ASSIGNMENT AND SECURITY AGREEMENT AND A BANK SECURITY AGREEMENT, EACH DATED AS OF JANUARY 31, 1991. TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY THE SUMITOMO BANK, LIMITED, NEW YORK BRANCH, AS AGENT, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

[EXECUTION COPY]

LEASE SUPPLEMENT NO. 1, dated January 31, 1991 between NBB BETHLEHEM LEASE CO., LTD., a corporation formed under the laws of Japan ("Lessor"), and UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease Agreement, dated as of January 31, 1991 (herein called the "Lease Agreement"). All capitalized terms used herein without definition shall have the meanings specified in Appendix X to the Lease. The Lease Agreement provides for the execution and delivery from time to time of Lease Supplements, each substantially in the form hereof for the purpose of leasing specific Items of Equipment under the Lease Agreement as and when delivered by Lessor to Lessee in accordance with the terms thereof.

WHEREAS, the Lease Agreement relates to the Items of Equipment described below, a counterpart of the Lease Agreement is attached hereto and made a part hereof and this Lease Supplement, together with such attachment, is being filed for recordation on the date hereof with the Interstate Commerce Commission as one document.

NOW THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee under the Lease Agreement, and Lessee hereby accepts and leases from Lessor under the Lease Agreement twenty-seven General Motors Corporation (Electro-Motive Division) SD-60 Diesel Electric Locomotives bearing Lessee's road numbers 6216 through 6242, inclusive.
2. The Delivery Date of the Items of Equipment is the date of this Lease Supplement set forth in the opening paragraph hereof.
3. Lessor's Cost for each Item of Equipment is \$1,472,785.00 and the aggregate Lessor's Cost for all of the Items of Equipment is \$39,765,195.00.
4. The Term for the Items of Equipment shall commence on the Delivery Date and, except as otherwise provided in the Lease Agreement, shall end on the Lease Expiry Date.

5. Lessee hereby confirms to Lessor that the Items of Equipment shall, as soon as practicable, be duly marked in accordance with the terms of Section 7(f) of the Lease Agreement and that Lessee has accepted the Items of Equipment for all purposes hereof and of the Lease Agreement as being (i) in good working order and repair and without defect or inherent vice in title, condition, design, workmanship, operation or fitness for use whether or not discoverable by Lessee as of the date hereof, (ii) fully equipped to operate in commercial freight rail business in the United States and Canada and (iii) free and clear of all Liens except Permitted Liens; provided, however, that nothing contained herein or in the Lease Agreement shall in any way diminish or otherwise affect any right Lessee or Lessor may have with respect to the Items of Equipment against the Manufacturer, or any subcontractor or supplier of the Manufacturer, under the Purchase Agreement or otherwise.

6. Lessee hereby confirms its agreement to pay Lessor, in accordance with the terms of Section 3 of the Lease Agreement, Rent for the Items of Equipment throughout the Term therefor in accordance with Section 3 of the Lease Agreement.

7. All of the terms and provisions of the Lease Agreement are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

8. This Lease Supplement may be executed in any number of counterparts (and each of the parties hereto shall not be required to execute the same counterpart). Each counterpart of this Lease Supplement, including a signature page executed by each of the parties hereto, shall be an original counterpart of this Lease Supplement, but all of such counterparts together shall constitute one instrument.

9. This Lease Supplement has been delivered in Philadelphia, Pennsylvania. It shall in all respects be governed by, and construed in accordance with, the laws of Japan, including all matters of construction, validity and performance.

10. The parties hereto agree that certain rights, title and interest of Lessor in and to this Lease Supplement No. 1 and to the Items of Equipment have been assigned to and are subject to a lien and security interest in favor of The Sumitomo Bank, Limited, New York Branch, as Agent, under the Mortgage and the Bank Security Agreement. To the extent, if any, that this Lease constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease Supplement No. 1 may be created through the transfer or possession of any counterpart other than the original counterpart that contains the receipt therefor executed by The Sumitomo Bank, Limited, New York Branch, as Agent on or immediately following the signature page thereof.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Lease Supplement to be duly executed as of the day and year first above written.

LESSOR:

NBB BETHLEHEM LEASE CO., LTD.

By 
Name: Leonard B. Shavel
Title: Attorney-in-fact

LESSEE:

UNION PACIFIC RAILROAD COMPANY

By 
Name: John B. Larsen
Title: Assistant Treasurer

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF PHILADELPHIA :

On this, the 30 day of January, 1991, before me, a notary public, personally appeared Leonard B. Shavel, who acknowledged himself to be the Attorney-in-fact of NBB Bethlehem Lease Co., Ltd., and that he, as such Attorney-in-fact, being duly empowered and authorized to do so, executed the within instrument for the purposes therein contained, by signing his name as such Attorney-in-fact.

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

(NOTARIAL SEAL)


Notary Public

My Commission Expires:

NOTARIAL SEAL Rosemary Pasquariello Notary Public City of Philadelphia Phila County My Commission Expires May 16, 1992

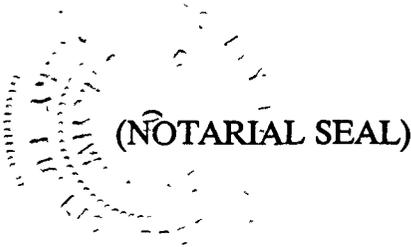
COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF PHILADELPHIA :

On this, the 30 day of January, 1991, before me, a notary public, personally appeared John B. Larsen, who acknowledged himself to be the Assistant Treasurer of Union Pacific Railroad Company, and that he, as such Assistant Treasurer, being duly empowered and authorized to do so, executed the within instrument for the purposes therein contained, by signing his name as such Assistant Treasurer.

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



Rosemary Pasquariello
Notary Public

My Commission Expires:

NOTARIAL SEAL Rosemary Pasquariello Notary Public City of Philadelphia, Phila County My Commission Expires May 16 1992
