6282-A

UNION PACIFIC RAILROAD COMPANY

6171-B

345 PARK AVENUE NEW YORK, N.Y. 10022

KENDOR P. JONES
ASSISTANT EASTERN GENERAL COUNSEL

10

August 6, 1976

Hon. Robert L. Oswald, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Re: Conditional Sale Agreement, dated as of May 1, 1971 between General Electric Company, Gunderson, Inc., International Car Company (Division of International Ramco, Inc.), Pacific Car and Foundry Company, Union Pacific Motor Freight Company, The Darby Products of Steel Plate Corporation and Union Pacific Railroad Company, and the Agreement and Assignment, dated as of May 1, 1971, between such Manufacturers and The Chase Manhattan Bank, N.A., as Agent; Recordation Nos. 6171-A and 6282

Dear Sir:

I enclose herewith for filing and recordation pursuant to Section 20c of the Interstate Commerce Act, six executed counterparts of a First Supplemental Agreement, dated August 6, 1976, between The Chase Manhattan Bank, N.A., as Agent, and Union Pacific Railroad Company, amending and supplementing the above captioned Conditional Sale Agreement and Agreement and Assignment.

After filing and recordation, Nos. 1 through 4 of the enclosed counterparts should be returned to Kendor P. Jones, Esq., Assistant Eastern General Counsel, Union Pacific Railroad Company, 345 Park Avenue, New York, New York 10022, or given to the bearer of this letter.

The fee of $10.00 for filing and recordation is enclosed herewith.

Very truly yours,

Kendor P. Jones

KPJ:b
Encls.

Counterpart - Paul Snyder

RECEIVED
AUG 6 12 36 PM '76
I.C.C.
FEE OPERATION BR.

EXECUTED COUNTERPART NO. 6

6282-A

6171-B

FIRST SUPPLEMENTAL AGREEMENT
DATED AUGUST 6, 1976
BETWEEN
THE CHASE MANHATTAN BANK, N.A., AS AGENT
AND UNION PACIFIC RAILROAD COMPANY

FIRST SUPPLEMENTAL AGREEMENT, dated August 6, 1976, between THE CHASE MANHATTAN BANK, N.A., a national banking association (the "Agent"), and UNION PACIFIC RAILROAD COMPANY, a Utah corportion (the "Company"):

WITNESSETH:

WHEREAS, the Agent, the Company, and certain manufacturers have previously entered into a Conditional Sale Agreement and Agreement and Assignment, dated as of May 1, 1971 (the "Conditional Sale Agreement"); and

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on August 16, 1971, and assigned Recordation Nos. 6171-A and 6282; and

WHEREAS, the Agent and the Company desire to execute and deliver this First Supplemental Agreement for the purpose of amending the Conditional Sale Agreement to provide for the substitution of certain railroad equipment for certain of the Equipment (as that term is defined in the Conditional Sale Agreement) which the Company anticipates may suffer a higher than normal rate of mechanical failure; and

WHEREAS, the equipment to be substituted for the Equipment has a fair value equal to or in excess of the Casualty Value (as that term is defined in the Conditional Sale Agreement); and

WHEREAS, Article 7 of the Conditional Sale Agreement provides that the Company shall execute, acknowledge, deliver, file, record or deposit all documents (including the filing with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act of an appropriate supplemental agreement describing such replacements) and do any and all such acts as may be necessary to cause such replacements to come under and be subject to the Conditional Sale Agreement, and to protect the title of the Agent to such replacement units;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree that the Conditional Sale Agreement be, and it hereby is, amended as follows:

1. There is hereby deleted from Schedule A to the Conditional Sale Agreement the following reference:

General Electric	U-50-C 5000 HP Diesel Electric Locomotive	Company's P.O. No. 6245-6, dated December 24, 1968, accepted January 13, 1969, as amended November 13, 1969, April 11, 1969, March 1, 1970, and April 1, 1971	3	UP 5037-5039, both inclusive	$461,622	$1,384,866	September-October 1971 Erie, Pennsylvania

2. There is hereby inserted in Schedule A the following reference:

1	6600 HP diesel electric locomotives, General Motors Corporation (Electro-Motive Division), builder, numbered UP 6946	$542,800	$542,800

3. The Agent hereby accepts this First Supplementary Agreement but only upon the terms and conditions set forth in this Agreement. The Agent shall be entitled to, may exercise, and shall be protected by, to the full extent the same are applicable, all the rights, powers, privileges, immunities and acceptions provided in the Agreement as if provisions concerning the same were incorporated herein at length. The recitals and statements in this First Supplementary Agreement shall be taken as statements of the Company alone.

IN WITNESS WHEREOF, the Company and the Agent have caused their names to be signed hereto by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

THE CHASE MANHATTAN BANK, N.A.

By: _____
SECOND VICE PRESIDENT

(SEAL)

ATTEST:

_____
Assistant Secretary

UNION PACIFIC RAILROAD COMPANY

By: _____
Vice President-Finance

(SEAL)

ATTEST:

_____
Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 6th day of August, 1976, before me personally appeared J. J. DALY, to me known, who, being by me duly sworn, says that he is a SECOND VICE PRESIDENT of The Chase Manhattan Bank, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking association.

Isabelle B. Shaw
Notary Public

ISABELLE B. SHAW
NOTARY PUBLIC, State of New York
No. 43-3619760
Qualified in Richmond County
Certificate Filed with New York Co. Clerk
Commission Expires March 30, 1977

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 6th day of August, 1976, before me personally appeared W. F. SURETTE, to me personally known, who, being by me duly sworn, says that he is Vice President-Finance of Union Pacific Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of the said 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 said corporation.

ELIZABETH L. VELLA
Notary Public, State of New York
No. 30-6451300
Qualified in Nassau County
Certificate Filed in N. Y. Co. Clk's Office
Commission Expires March 30, 1978

Elizabeth L. Vella
Notary Public