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CERTIFICATION UNIT

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N.Y. 10022

No. 1741067
JUN 23 1978

Date.....

Fee \$ 10

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KENDOR P. JONES
ASSISTANT EASTERN GENERAL COUNSEL

ICC WASHINGTON, D. C.

RECORDATION NO. 5958-10 Filed & Recorded June 21, 1978

JUN 23 1978 - 11 04 AM

INTERSTATE COMMERCE COMMISSION

Hon. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Re: Equipment Trust Agreement, dated as of
March 1, 1971, between Citibank, N.A.,
Trustee, and Union Pacific Railroad
Company; Recordation No. 5958

Dear Sir:

Enclosed herewith are executed Counter-
parts Nos. 1 through 6 of a Second Supplemental
Agreement, dated as of May 6, 1978, between Citi-
bank, N.A., as Trustee, and Union Pacific Railroad
Company, amending and supplementing the above
captioned Equipment Trust Agreement, as previously
amended.

After filing and recordation, at least four
of the Counterparts should be returned to the under-
signed or given to the bearer of this letter.

Also enclosed is a check payable to the
order of the Interstate Commerce Commission in the
amount of \$10.00 for the fee associated with the
filing and recordation of this document.

Very truly yours,

Kendor P. Jones

KPJ:b
Encls.

Handwritten notes:
Vertical text on the left margin, possibly "Kendor P. Jones" and "H. G. Homme, Jr."

RECORDATION NO. 5958-B Filed & Recorded

JUN 23 1978 - 11 05 AM

~~UNION PACIFIC RAILROAD COMPANY~~
SECOND SUPPLEMENTAL AGREEMENT,
DATED AS OF MAY 1, 1978,
BETWEEN
CITIBANK, N.A., TRUSTEE
AND UNION PACIFIC RAILROAD COMPANY

This SECOND SUPPLEMENTAL AGREEMENT, dated as of May 1, 1978, between CITIBANK, N.A. (formerly First National City Bank), a national banking association incorporated and existing under the laws of the United States of America, as Trustee (hereinafter called the Trustee), and UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Trustee and the Company have heretofore entered into (i) an Equipment Trust Agreement, dated as of March 1, 1971, which was filed and recorded pursuant to Section 20c of the Interstate Commerce Act (hereinafter called the Act) on February 25, 1971, and assigned Recordation No. 5958 and pursuant to which the Trustee has issued \$12,000,000 aggregate principal amount of Union Pacific Equipment Trust No. 3 of 1971 Equipment Trust Certificates (hereinafter called the Trust Certificates), and (ii) a First Supplemental Agreement, dated as of May 1, 1972, amending such Equipment Trust Agreement, which was filed and

recorded pursuant to Section 20c of the Act on June 1, 1972, and assigned Recordation No. 5958-A (such Equipment Trust Agreement, as amended by such First Supplemental Agreement, is hereinafter called the Agreement); and

WHEREAS, certain of the Trust Equipment specifically described in the Agreement has been destroyed, constituting a Casualty Occurrence under Section 4.7 of the Agreement, and the Company has deposited with the Trustee Replacement Funds equal to the Fair Value of such destroyed Trust Equipment; and

WHEREAS, the Company desires that the Replacement Funds be used for the purchase of additional Equipment pursuant to Section 4.9 of the Agreement and has contracted or will contract for the construction and transfer to the Trustee of additional Equipment under the Agreement of such Cost that the aggregate final Cost of such additional Equipment will be at least equal to the amount of Replacement Funds; and

WHEREAS, Section 8.5 of the Agreement provides that the Company and the Trustee without the consent of the holders of the Trust Certificates may from time to time and at any time enter into an agreement or agreements supplemental to the Agreement for the purpose of making any provisions in regard to matters or questions arising under the

Agreement as shall not adversely affect the interests of the holders of the Trust Certificates then outstanding or the rights, duties or immunities of the Trustee; and

WHEREAS, the Company and the Trustee, in accordance with Section 4.3 of the Agreement, desire to execute and deliver this Second Supplemental Agreement for the foregoing purpose and such amendment will not adversely affect the interests of the holders of the Trust Certificates, or the right, duties or immunities of the Trustee;

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

(1) The Company, as promptly as possible hereinafter, shall cause to be constructed and shall cause to be sold, assigned and transferred and set over unto the Trustee, subject to all of the terms of the Agreement, the following new standard-gauge railroad equipment (hereinafter called the Equipment):

<u>No. of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
4	100-ton, 4,750 cu. ft. capacity, covered hopper cars, Class CH-100-37, Pullman Incorporated (Pullman-Standard Division), builder, to be numbered UP 78746 to UP 78749, both inclusive	\$ 35,000	\$140,000

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee shall, subject to the provisions of Sections 3.4 and 4.9 of the Agreement, pay the builder thereof the Cost thereof as specified in the invoice of the builder.

(3) Pursuant to the provisions of Section 4.1 and 4.2 of the Agreement, the Trustee hereby leases the Equipment to the Company for a term ending 15 years from and after March 1, 1971.

(4) The Company hereby accepts the lease of the Equipment, and covenants and agrees to accept delivery and possession thereof subject to all of the terms and conditions of the Agreement.

(5) It is understood and agreed that the Equipment shall constitute and be a part of the Trust Equipment under the Agreement, subject to all terms and conditions thereof in all respects as though the Equipment had originally been a part of the Trust Equipment specifically described therein.

(6) Except as amended and supplemented hereby, the Agreement shall remain in full force and effect.

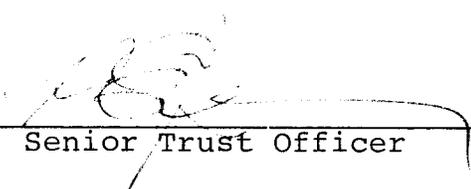
(7) This Second Supplemental Agreement has been simultaneously executed in several counterparts each of which shall be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their officers

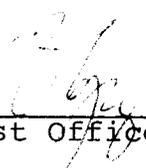
thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

CITIBANK, N.A.,
as Trustee

[SEAL]

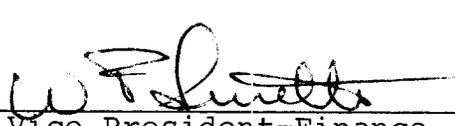
By 
Senior Trust Officer

ATTEST:


Trust Officer

UNION PACIFIC RAILROAD COMPANY

[SEAL]

By 
Vice President-Finance

ATTEST:


Secretary

