

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N. Y. 10022

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April 3, 1979

RECORDATION NO. 6509-A Filed 1425

APR 13 1979 - 10 00 AM

INTERSTATE COMMERCE COMMISSION

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

Re: Equipment Trust Agreement, dated as of March 1, 1972, between Citibank, N.A., Trustee, and Union Pacific Railroad Company; Recordation No. 6509

Dear Sir:

Enclosed herewith are executed Counterparts Nos. 1 through 6 of a First Supplemental Agreement, dated as of March 1, 1979, between Citibank, N.A., as Trustee, and Union Pacific Railroad Company, amending and supplementing the above captioned Equipment Trust Agreement.

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

Also enclosed is a check payable to the order of the Interstate Commerce Commission in payment of the fee associated with the filing and recordation of this document.

Very truly yours,

KPJ:b
Encls.

RECORDATION NO. 6509 Filed 1425

FIRST SUPPLEMENTAL AGREEMENT, APR 13 1979 10 00 AM
DATED AS OF MARCH 1, 1979,
BETWEEN INTERSTATE COMMERCE COMMISSION
CITIBANK, N.A., TRUSTEE
AND UNION PACIFIC RAILROAD COMPANY

This FIRST SUPPLEMENTAL AGREEMENT, dated as of March 1, 1979, 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 an Equipment Trust Agreement, dated as of March 1, 1972 (hereinafter called the Agreement), which was filed and recorded pursuant to Section 20c of the Interstate Commerce Act on February 28, 1972, and assigned Recordation No. 6509 and pursuant to which the Trustee has issued \$14,400,000 aggregate principal amount of Union Pacific Equipment Trust No. 1 of 1972 Equipment Trust Certificates (hereinafter called the Trust Certificates); 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 8.4 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 First Supplemental Agreement for the foregoing purpose and such amendment will not adversely affect the interests of the holders of the Trust Certificates, or the rights, 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>
10	Steel sheathed bay window type cabooses, Class CA-11, International Car Company, builder, to be numbered UP 25820 to UP 25829, both inclusive	\$56,000	\$560,000

(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 Sections 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, 1972.

(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 First 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]

ATTEST:



Trust Officer

By



Senior Trust Officer

UNION PACIFIC RAILROAD COMPANY

[SEAL]

ATTEST:



Secretary

By



Vice President and Treasurer

