

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N.Y. 10022

KENDOR P. JONES
ASSISTANT EASTERN GENERAL COUNSEL

September 12, 1979

RECORDATION NO. 7857-C Filed 1425

SEP 14 1979

Hon. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

SEP 14 1979 - 1 55 PM

NO.

Date

SEP 14 1979

Fee \$ 10.00

Re: Equipment Trust Agreement, dated as of March 1, 1975, between Citibank, N.A., as Trustee, and Union Pacific Railroad Company (Recordation No. 7857), as amended by a First Supplemental Agreement (Recordation No. 7857-A) and a Second Supplemental Agreement (Recordation No. 7857-B)

Dear Mrs. Mergenovich:

Enclosed herewith are executed Counterparts Nos. 1 through 6 of a Third Supplemental Agreement, dated as of August 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,

Kendor P. Jones

KPJ:b
Encls.

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This Third Supplemental Agreement has been executed
in 10 original counterparts of which this is
counterpart 2

THIRD SUPPLEMENTAL AGREEMENT,
DATED AS OF AUGUST 1, 1979
BETWEEN
CITIBANK, N.A., TRUSTEE
AND UNION PACIFIC RAILROAD COMPANY

RECORDATION NO. 7857-C Filed 1425
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INTERSTATE COMMERCE COMMISSION

This THIRD SUPPLEMENTAL AGREEMENT, dated as of August 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 (i) an Equipment Trust Agreement, dated as of March 1, 1975, which was filed and recorded pursuant to Section 20c of the Interstate Commerce Act (hereinafter called the Act) on March 10, 1975, and assigned Recordation No. 7857, (ii) a First Supplemental Agreement, dated as of May 1, 1975, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 20c of the Act on June 2, 1975, and assigned Recordation No. 7857-A, and (iii) a Second Supplemental Agreement, dated as of July 1, 1975, which was filed and recorded, pursuant to Section 20c of the Act on September 4, 1975, and assigned Recordation No. 7857-B (such Equipment Trust Agreement, as amended by such First and Second Supplemental Agreements, is hereinafter called the Agreement); and

WHEREAS, pursuant to the Agreement the Trustee has issued \$60,000,000 aggregate principal amount of Union Pacific Equipment Trust No. 3 of 1975 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 5.7 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 5.9 of the Agreement and has contracted or will contract for the construction and transfer to the Trustee of such additional Equipment; and

WHEREAS, Section 9.4 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 5.3 of the Agreement, desire to execute and deliver this Third 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>
22	100-ton, 61' bulkhead flat cars, Class F-100-14, Portec, Inc., builder, to be numbered UP215671 to UP215692, both inclusive	\$ 47,500	\$ 1,045,000

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee shall, subject to the provisions of Sections 4.4 and 5.9 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 5.1 and 5.2 of the Agreement, the Trustee hereby leases the Equipment to the Company for a term ending 15 years from and after March 1, 1975.

(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.

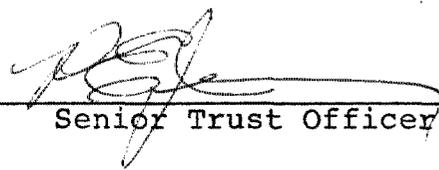
(7) This Third Supplemental Agreement has been simultaneously executed in several counterparts each of which shall be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

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

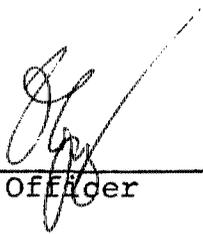
attested, to be hereunto affixed as of the day and year first above written.

CITIBANK, N.A.,
as Trustee

(SEAL)

By: 
Senior Trust Officer

ATTEST:

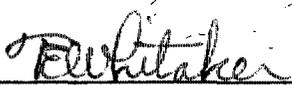

Trust Officer

UNION PACIFIC RAILROAD COMPANY

(SEAL)

By: 
Vice President and Treasurer

ATTEST:


Assistant Secretary

