

UNION PACIFIC RAILROAD COMPANY

RECEIVED

345 PARK AVENUE



NEW YORK, N.Y. 10022

JUN 23 11 00 AM '78

CERTIFICATION UNIT

KENDOR P. JONES
ASSISTANT EASTERN GENERAL COUNSEL

RECORDATION NO. *8226* Filed & Recorded

JUN 23 1978 11 02 AM

June 21, 1978

INTERSTATE COMMERCE COMMISSION

NS-174A067
JUN 23 1978

Date.....
Fee \$ *10*

ICC Washington, D. C.

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

Re: Equipment Trust Agreement, dated as of
April 1, 1976, between Chemical Bank,
Trustee, and Union Pacific Railroad
Company, Recordation No. 8226

Dear Sir:

Enclosed herewith are executed Counterparts Nos. 1 through 6 of a First Supplemental Agreement, dated as of May 1, 1978, between Chemical Bank, 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 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.

Counterparts - Paul Snyder

RECORDATION NO. 8226-A Filed & Recorded

JUN 23 1978 11 25 AM

INTERSTATE COMMERCE COMMISSION

FIRST SUPPLEMENTAL AGREEMENT,
 DATED AS OF MAY 1, 1978,
 BETWEEN
 CHEMICAL BANK, TRUSTEE
 AND UNION PACIFIC RAILROAD COMPANY

This FIRST SUPPLEMENTAL AGREEMENT, dated as of May 1, 1978, between CHEMICAL BANK, a New York corporation, 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 April 1, 1976 (hereinafter called the Agreement), which was filed and recorded pursuant to Section 20c of the Interstate Commerce Act on February 27, 1976, and assigned Recordation No. 8226, and pursuant to which the Trustee has issued \$19,500,000 aggregate principal amount of Union Pacific Equipment Trust No. 2 of 1976 Equipment Trust Certificates (hereinafter called the Trust Certificates); and

WHEREAS, in order that the aggregate final Cost of the Trust Equipment specifically described in the Agreement shall not be less than 125% of the \$19,500,000 aggregate principal amount of the Trust Certificates, the Company desires, pursuant to the provisions of Sections 3.1 and 3.4 of the Agreement, to cause to be constructed and transferred to the Trustee additional Equipment under the Agreement of such

Cost that the aggregate final Cost of all the Trust Equipment will be at least 125% of such \$19,500,000 aggregate principal amount of Trust Certificates; 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 interest of the holders of the Trust Certificates now outstanding, 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 hereafter, will cause to be constructed and will cause to be sold, assigned,

transferred and set over unto the Trustee, subject to all 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>
44	100-ton, 4,750 cu. ft. capacity, covered hopper cars, Class CH-100-37, Pullman Incorporated (Pullman-Standard Division), builder, to be numbered UP 78670 to UP 78713, both inclusive	\$35,000	\$1,540,000

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee and the Company shall, subject to the provisions of Sections 3.2, 3.3, 3.4 and 4.4(A)(2) 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 April 1, 1976.

(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.

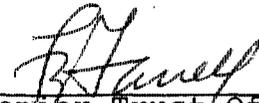
IN WITNESS THEREOF, the Company and the Trustee have caused this First Supplemental Agreement to be duly executed by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first written.

[Seal]

ATTEST:

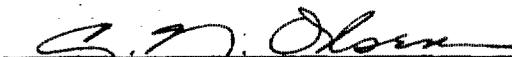

Assistant Secretary

CHEMICAL BANK,
as Trustee

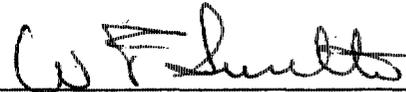
By 
Senior Trust Officer

[Seal]

ATTEST:


Secretary

UNION PACIFIC RAILROAD COMPANY

By 
Vice President-Finance

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

On this 16th day of June, 1978, before me personally appeared F. J. FARRELL, to me personally known, who, being by me duly sworn, says that he is a Senior Trust Officer of CHEMICAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of 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.

Kenneth Gaglione

Notary Public

KENNETH GAGLIONE
Notary Public, State of New York
No. 03-482558
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 30, 1979

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

On this 13th day of June, 1978, before me personally appeared W. F. SURETTE, to me personally known, who, being by me duly sworn, says that he is the 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 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.

Kendor P. Jones

Notary Public

KENDOR P. JONES
Notary Public, State of New York
No. 31-7115323
Qualified in New York County
Commission Expires March 30, 1980