

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N. Y. 10022

KENDOR P. JONES  
ASSISTANT EASTERN GENERAL COUNSEL

April 3, 1979

RECORDATION NO. *7729-A* Filed 1425

APR 13 1979 - 10 02 AM

INTERSTATE COMMERCE COMMISSION

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

Re: Equipment Trust Agreement, dated as of November 1, 1974, between The Chase Manhattan Bank (National Association), Trustee, and Union Pacific Railroad Company; Recordation No. 7729

Dear Sir:

Enclosed herewith are executed Counterparts Nos. 1 through 6 of a First Supplemental Agreement, dated as of March 1, 1979, between The Chase Manhattan Bank (National Association), 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,

A handwritten signature in cursive script that reads "Kendor P. Jones".

KPJ:ib  
Enclosures

EXECUTED COUNTERPART No. 2

FIRST SUPPLEMENTAL AGREEMENT,  
DATED AS OF MARCH 1, 1979,  
BETWEEN  
THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), TRUSTEE  
AND UNION PACIFIC RAILROAD COMPANY

RECORDATION NO. 7729 A  
Filed 1425

APR 13 1979 - 10 00 AM  
INTERSTATE COMMERCE COMMISSION

This FIRST SUPPLEMENTAL AGREEMENT, dated as of  
March 1, 1979, between THE CHASE MANHATTAN BANK (NATIONAL  
ASSOCIATION), a national banking association, 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 Novem-  
ber 1, 1974 (hereinafter called the Agreement), which was  
filed and recorded pursuant to Section 20c of the Interstate  
Commerce Act (hereinafter called the Act) on November 27, 1974,  
and assigned Recordation No. 7729, and pursuant to which the  
Trustee has issued \$15,000,000 aggregate principal amount  
of Union Pacific Equipment Trust No. 1 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 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 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 (other than passenger cars and work equipment) (herein called the Equipment):

<u>No. of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
14	Steel sheathed bay window type cabooses, Class CA-11, International Car Company, builder, to be numbered UP 25845 to UP 25858, both inclusive	\$ 56,000	\$ 784,000

(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 3.4 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 November 1, 1974.

(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 executed in several counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute only one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused this First Supplemental Agreement to be duly executed by their respective officers thereunto duly authorized and their respective corporate seals, duly

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

THE CHASE MANHATTAN BANK  
(National Association),  
as Trustee

By [Signature]  
Vice President

[SEAL]

ATTEST:

[Signature]  
Assistant Secretary

UNION PACIFIC RAILROAD COMPANY

[SEAL]

By [Signature]  
Vice President and Treasurer

ATTEST:

[Signature]  
Secretary

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

On this 2nd day of April, 1979, before me personally appeared J.A. Payne, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), 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.

*Della M. Killett*

Notary Public  
DELLA M. KILLETT  
Notary Public, State of New York  
No. 24-4559557  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires March 30, 1981

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

On this 29th day of March, 1979, before me personally appeared H. B. SHUTTLEWORTH, to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer 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. 31-7115525  
Qualified in New York County  
Commission Expires March 30, 1980