

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N.Y. 10022

RECORDATION NO. 9289-17 Filed 1425

OCT 29 1979 - 2 20 PM

INTERSTATE COMMERCE COMMISSION

KENDOR P. JONES
ASSISTANT EASTERN GENERAL COUNSEL

October 24, 1979

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

Re: Equipment Trust Agreement, dated as of
March 1, 1978, between Citibank, N.A.,
as Trustee, and Union Pacific Railroad
Company (Recordation No. 9289)

Dear Mrs. Mergenovich:

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

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 payment of the
fee associated with the filing and recordation of this
document.

Very truly yours,

Kendor P. Jones

KPJ:b
Encls.

No. 9-308A046 4

Date OCT 29 1979

Fee \$ 10.00

ICC Washington, D. C.

FILED
OCT 27 1979
FEE \$ 10.00

Counterpart - Joe Dot

This First Supplemental Agreement has been executed in
10 original counterparts of which this is
counterpart 6

RECORDATION NO. 9289-A Filed 1425

OCT 29 1979 2 20 PM

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

INTERSTATE COMMERCE COMMISSION

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of
October 1, 1979, between CITIBANK, N.A., 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 corpo-
ration (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Trustee and the Company have heretofore
entered into an Equipment Trust Agreement, dated as of March 1,
1978 (hereinafter called the Agreement), which was filed and
recorded pursuant to Section 20c of the Interstate Commerce Act
on March 20, 1978, and assigned Recordation No. 9289 and pur-
suant to which the Trustee has issued \$19,500,000 aggregate
principal amount of Union Pacific Equipment Trust No. 4 of
1978 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 issued, 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 issued; 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 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>
1	3000 HP C30-7 Diesel-electric road freight locomotives, General Electric Co., builder, to be numbered UP 2474	\$ 760,000	\$ 760,000

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee shall, subject to the provisions of Sections 3.2, 3.3 and 3.4 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, 1978.

(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

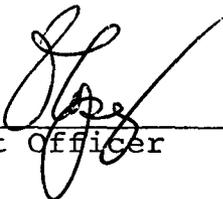
attested. to be hereunto affixed as of the day and year first above written.

CITIBANK, N.A.,
as Trustee

By: 
Senior Trust Officer

[SEAL]

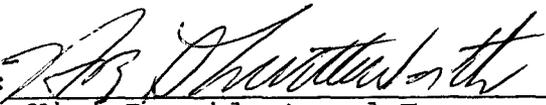
ATTEST:


Trust Officer

UNION PACIFIC RAILROAD COMPANY

[SEAL]



By: 
Vice President and Treasurer

ATTEST:


Secretary

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

On this *19th* day of October, 1979, before me personally appeared RALPH E. JOHNSON, to me personally known, who being by me duly sworn, says that he is a Senior Trust Officer of CITIBANK, N.A., 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.

Enzo L. Carbocci

Notary Public

ENZO L. CARBOCCI
Notary Public, State of New York
No. 43-5605595
Qualified in Richmond County
Cert. filed in New York County
Term Expires March 30, 1980

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

On this *17th* day of October, 1979, before me personally appeared H. B. SHUTTLEWORTH, to me personally known, who, being by me duly sworn, says that he is 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 the 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.

Ray Green

Notary Public

RAY GREEN
NOTARY PUBLIC, State of New York
No. 31-0041730
Qualified in New York County
Corr