

Union Pacific Corporation



December 12, 1988

Jack E. Jerrett
Senior Corporate Attorney

FEDERAL EXPRESS

INTERSTATE COMMERCE COMMISSION

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., N.W.
Washington, DC 20423

DEC 13 1988 11:55 AM

RECORDATION NO. 9386-C Filed 1486

Re: Missouri Pacific Railroad Equipment Trust
Series No. 8

Dear Madam:

I enclose for recording under Section 11303 of Title 49 of the United States Code, five executed originals of a Supplemental Agreement, dated as of December 7, 1988, between Missouri Pacific Railroad Company (the "Company") and Chemical Bank, Trustee (the "Trustee") (the "Supplemental Agreement"), covering the purchase by the Trustee and lease to the Company of certain additional railroad equipment described in Paragraph 1 thereto. The primary document to which this is connected is an Equipment Trust Agreement, dated June 1, 1978 and assigned Recordation No. 9386.

The names and addresses of the parties to the enclosed Supplemental Agreement are:

TRUSTEE-LESSOR:	Chemical Bank 55 Water Street Suite 1820 New York, NY 10041
GUARANTOR-LESSEE:	Missouri Pacific Railroad Company 1416 Dodge Street Omaha, Nebraska 68179

At the time of delivery and thereafter until the Lessee has fully performed its obligations under the Equipment Trust Agreement, each unit of additional railroad equipment covered by the Supplemental Agreement will bear the marking:

"Missouri Pacific Railroad Equipment Trust Series
No. 8, Chemical Bank, Trustee, Owner and Lessor."

After these documents are filed and recorded, kindly
return four of the enclosed copies to me.

I also enclose a check to the order of the
Interstate Commerce Commission in the amount of \$13.00 to
cover the fee associated with the filing and recordation
of the Supplemental Agreement.

Please acknowledge your receipt of this letter by
stamping and returning to the undersigned the enclosed
copy of this letter in the enclosed stamped, self-ad-
dressed envelope.

Very truly yours,

Jose E. Jenett

JEJ:eb
Enclosures
cc: Richard J. Ressler, Esq.
Edwin A. Willis

This Supplemental Agreement has been executed in 8 original counterparts, of which this is Counterpart No. 2.

SUPPLEMENTAL AGREEMENT,
BETWEEN
CHEMICAL BANK, TRUSTEE
AND MISSOURI PACIFIC RAILROAD COMPANY

INTERSTATE COMMERCE COMMISSION

DEC 13 1988 11-55 AM

RECORDATION NO. 9386-A Filed 12/13/88

This SUPPLEMENTAL AGREEMENT, dated as of December 7, 1988, between CHEMICAL BANK, a New York corporation, as Trustee (hereinafter called the Trustee), and MISSOURI PACIFIC RAILROAD COMPANY, a Delaware corporation (previously a Missouri corporation) (hereinafter called the Railroad). (Terms used in this Supplemental Agreement shall have the same meanings as set forth in Article I of the Equipment Trust Agreement.)

WITNESSETH:

WHEREAS, the Trustee and the Railroad have heretofore entered into (i) an Equipment Trust Agreement, dated as of June 1, 1978, which was filed and recorded pursuant to 49 USC §11303 (formerly Section 20c of the Interstate Commerce Act) on May 18, 1978, and assigned Recordation No. 9386 and pursuant to which the Trustee was authorized to issue \$16,200,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates, Series No. 8 (hereinafter called the Trust Certificates); (ii) a Supplemental Lease of Railroad Equipment, dated as of May 30, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 USC §11303 on June 26, 1980 and assigned Recordation No. 9386-A; and (iii) a Supplemental Lease of

Railroad Equipment, dated as of March 9, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 USC §11303 on March 23, 1982 and assigned Recordation No. 9386-B (such Equipment Trust Agreement, as amended, being hereinafter called the Agreement); and

WHEREAS, certain of the Trust Equipment specifically described in the Agreement has been destroyed or become unsuitable for use under Section 4.7 of the Agreement, and the Railroad has deposited with the Trustee cash in an amount equal to the Fair Value of such destroyed or unsuitable Trust Equipment (hereinafter called Replacement Funds); and

WHEREAS, the Railroad desires that the Replacement Funds be used for the purchase of such additional Equipment as required pursuant to Section 4.7 of the Agreement and will construct and transfer to the Trustee such additional Equipment as required under the Agreement; and

WHEREAS, Section 4.2 of the Agreement provides that the Railroad may cause to be constructed or transferred to the Trustee other equipment in substitution for the Trust Equipment pursuant to an agreement or agreements supplemental to the Agreement; and

WHEREAS, the Railroad and the Trustee, in accordance with Sections 4.2 and 4.7 of the Agreement, desire to execute and deliver this Supplemental Agreement for the foregoing purpose; and

WHEREAS, the Railroad and the Trustee agree that this Supplemental Agreement 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 Railroad, as promptly as possible hereafter, shall construct and shall sell, assign, transfer and set over unto the Trustee, subject to all of the terms of the Agreement, the following standard gauge railroad equipment (other than passenger equipment or work equipment) (hereinafter called the Additional Equipment):

<u>No. of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
1	Fully enclosed, bi-level auto rack, numbered 7766, manufactured by Thrall Car Manufacturing Company	\$28,500	\$28,500
24	Fully enclosed, bi-level auto racks, numbered 7918-7941, inclusive, manufactured by Thrall Car Manufacturing Company	\$30,275	\$726,600

(2) When and as the Additional Equipment shall have been delivered to the Trustee, the Trustee shall, pursuant to the provisions of Sections 3.4 and 4.7 of the Agreement, pay to the manufacturer thereof from Replacement Funds an amount which shall equal the Cost of the Equipment as specified in the invoice from the manufacturer.

(3) Pursuant to Section 4.1 of the Agreement, the Trustee hereby leases the Additional Equipment to the Railroad for a term ending 15 years from and after June 1, 1978.

(4) The Railroad hereby accepts the lease of the Additional 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 Additional 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 Additional Equipment was originally made 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 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 Railroad 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.

CHEMICAL BANK,
as Trustee

By:
Senior Trust Officer

(SEAL)

ATTEST:

Trust Officer

MISSOURI PACIFIC RAILROAD COMPANY

By:
Vice President

(SEAL)

ATTEST:

Assistant Secretary

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

On the 8th day of December, 1988, before me personally appeared R. LORENZEN, 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 that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Emily Fayard
Notary Public
EMILY FAYARD
Notary Public, State of New York
No. 24-025708
Qualified in Kings County
Governor, State of New York County
Commission Expires December 31, 1990

STATE OF PENNSYLVANIA)
) ss.:
COUNTY OF LEHIGH)

On the 7th day of December, 1988, before me personally appeared Carl W. van Bernuth, to me personally known, who being by me duly sworn, says, that he is a Vice President of Missouri Pacific Railroad Company, 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 that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Laurie A. Fehr
Notary Public

NOTARIAL SEAL
LAURIE A. FEHR, NOTARY PUBLIC
BETHLEHEM, LEHIGH COUNTY
MY COMMISSION EXPIRES NOV. 2, 1992