

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N.Y. 10022

RECORDATION NO. 8769-B Filed 1425

FEB 8 1980 -10 25 AM

February 7, 1980 INTERSTATE COMMERCE COMMISSION

KENDOR P. JONES  
ASSISTANT EASTERN GENERAL COUNSEL

Date 2/8/80  
Fee \$ 10.00

ICC Washington, D. C.

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

Re: Equipment Trust Agreement, dated as of March 1, 1977, between Citibank, N.A., as Trustee, and Union Pacific Railroad Company (Recordation No. 8769), as amended by a First Supplemental Agreement (Recordation No. 8769-A)

Dear Mrs. Mergenovich:

Enclosed herewith are executed Counterparts Nos. 1 through 6 of a Second Supplemental Agreement, dated as of January 1, 1980, 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.

*C. [Signature]*

This Second Supplemental Agreement has been executed in 10 original counterparts, of which this is Counterpart No. 1.

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SECOND SUPPLEMENTAL AGREEMENT,  
DATED AS OF JANUARY 1, 1980, FEB 8 1980 - 10 25 AM  
BETWEEN  
CITIBANK, N.A., TRUSTEE  
AND UNION PACIFIC RAILROAD COMPANY INTERSTATE COMMERCE COMMISSION

This SECOND SUPPLEMENTAL AGREEMENT, dated as of January 1, 1980, 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 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, 1977, which was filed and recorded pursuant to Section 20c of the Interstate Commerce Act (hereinafter called the Act) on April 1, 1977, and assigned Recordation No. 8769, and pursuant to which the Trustee has issued \$16,500,000 aggregate principal amount of Union Pacific Equipment Trust No. 3 of 1977 Equipment Trust Certificates (hereinafter called the Trust Certificates), and (ii) a First Supplemental Agreement, dated as of July 24, 1978, to such Equipment Trust Agreement, which was filed and recorded pursuant to Section 20c of the Act on August 10, 1978, and assigned Recordation No. 8769-A (such Equipment Trust Agreement, as amended, being

hereinafter called the Agreement); 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 \$16,500,000 aggregate principal amount of the Trust Certificates issued, the Company desires, pursuant to the provisions of Section 3.1 and 3.4 of the Agreement, to construct and transfer 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 \$16,500,000 aggregate principal amount of Trust Certificates issued; 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 will construct such additional Equipment and transfer it to the Trustee under the Agreement; 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 Second Supplemental Agreement for the foregoing purposes 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 construct and will sell, assign, transfer 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>
33	100-ton, 3625 cu. ft. capacity, open top hopper cars, Class H-100-20, Union Pacific Railroad Company, builder, to be numbered UP 44845 to UP 44877, both inclusive	\$36,000	\$1,188,000

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee shall, subject to the provisions of Section 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 Section 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, 1977.

(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 Second 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 here-  
unto affixed as of the day and year first above written.

CITIBANK, N.A., as Trustee

[SEAL]

By *[Signature]*  
Senior Trust Officer

ATTEST:

*[Signature]*  
Trust Officer

UNION PACIFIC RAILROAD COMPANY

[SEAL]

By *[Signature]*  
Vice President and Treasurer

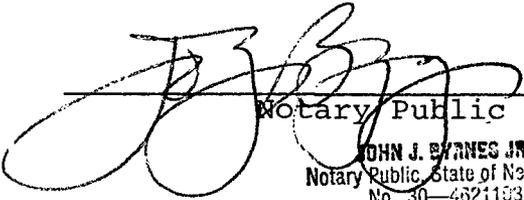
ATTEST:

*[Signature]*  
Secretary



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

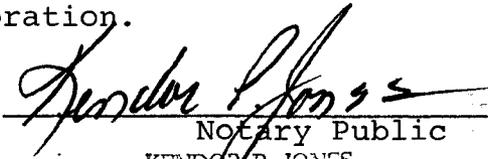
On this 31 day of January, 1980, before me personally appeared P. DeFELICE, to me personally known, who being by me duly sworn, says that he is a Senior Trust Officer of CITIBANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument 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.

  
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Notary Public

JOHN J. BARNES JR.  
Notary Public, State of New York  
No. 30-4321133  
Qualified in Nassau County  
Cert. filed in New York County  
Term Expires March 30, 1984

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

On this 30th day of January, 1980, 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.

  
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Notary Public

KENDON P. JONES  
Notary Public, State of New York  
No. 31-7115525  
Qualified in New York County  
Commission Expires March 30, 1981