

9-170A002

Union Pacific Corporation



Jack E. Jerrett
Senior Corporate Attorney

June 16, 1989

RECORDATION NO. 16276-A
FILED 1425

HAND DELIVERY

JUN 19 1989 - 10 15 AM

Hon. Noretta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

MOTOR OPERATING UNIT
JUN 19 10 10 AM '89

Re: Union Pacific Equipment Trust Series A

Dear Madam:

I enclose for recording under Section 11303 of Title 49 of the United States Code, five executed originals of a First Supplemental Agreement, dated as of June 14, 1989, between Union Pacific Railroad Company (the "Company") and Citibank, N.A., Trustee (the "Trustee") (the "Supplemental Agreement"). The primary document to which this is connected is an Equipment Trust Agreement, dated as of April 1, 1989 and assigned Recordation No. 16276 (the "Equipment Trust Agreement"). The purpose of the Supplemental Agreement is to delete 10 diesel-electric locomotives (having Road Numbers 6129, 6133, 6135, 6139, 6142, 6144, 6146, 6148, 6151, 6153) from the Equipment Trust Agreement, as described in Paragraph 1 to the Supplemental Agreement.

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

TRUSTEE-LESSOR: Citibank, N.A.
Corporate Trust Administration
120 Wall Street, 13th Floor
New York, New York 10043

GUARANTOR-LESSEE: Union Pacific Railroad
Company
1416 Dodge Street
Omaha, Nebraska 68179

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

Handwritten signature: C. E. Jerrett

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-addressed envelope.

Very truly yours,

John E. Jenett

JEJ:eb

Enclosures

cc: Edwin A. Willis
Robert Bartos

Interstate Commerce Commission
Washington, D.C. 20423

6/19/89

OFFICE OF THE SECRETARY

Jack E. Jerrett
Senior Corporate Atty.
Union Pacific Corporation
Martin Tower Eighth & Eaton Ave.
Bethlehem PA. 18018

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/19/89 at 10:15am, and assigned recordation number(s). 16276-A

Sincerely yours,

Nerita L. McEwen

Secretary

Enclosure(s)

This Supplemental Agreement has been executed in 8 original counterparts, of which this is Counterpart No. 5.

FIRST SUPPLEMENTAL AGREEMENT,
BETWEEN
CITIBANK, N.A., TRUSTEE,
AND UNION PACIFIC RAILROAD COMPANY

RECORDATION NO. 16276-A FILED 1989
JUN 19 1989 - 10 15 AM
INTERSTATE COMMERCE COMMISSION

This FIRST SUPPLEMENTAL AGREEMENT, dated as of June 14, 1989, 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). (Terms used in this Supplemental Agreement shall have the same meanings as set forth in Section 1.1 of the Equipment Trust Agreement referred to below.)

WITNESSETH:

WHEREAS, the Trustee and the Company have heretofore entered into an Equipment Trust Agreement, dated as of April 1, 1989 (the "Agreement"), which was filed and recorded pursuant to 49 U.S.C. §11303 on April 7, 1989 and assigned Recordation No. 16276, and pursuant to which up to \$63,348,000 aggregate principal amount of Union Pacific Equipment Trust Series A Equipment Trust Certificates (hereinafter called the Trust Certificates) may be issued; and

WHEREAS, Section 9.4 of the Agreement provides that, in the event that no Trust Certificates have been issued and are outstanding, the Company and the Trustee may amend, supplement or delete any of the provisions of the Agreement; and

WHEREAS, there are no Trust Certificates which have been issued and are outstanding under the Agreement; and

WHEREAS, the Company and the Trustee desire to remove certain diesel-electric locomotives from the Trust Equipment covered by the Agreement and to reduce the maximum aggregate principal amount of Trust Certificates which may be issued thereunder; and

WHEREAS, the Company and the Trustee desire to execute and deliver this First Supplemental Agreement for the foregoing purposes;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The description of the Trust Equipment set forth as Schedule A to the Agreement is amended to eliminate 10 diesel-electric locomotives by substituting the following description therefor:

<u>No. of Units</u>	<u>Description</u>	<u>Builder</u>	<u>Cost</u>
40	3,800 H.P. SD-60 Diesel-Electric Locomotives numbered 6110-6128, inclusive, 6130-6132, inclusive, 6134, 6136-6138, inclusive, 6140, 6141, 6143, 6145, 6147, 6149, 6150, 6152, 6154-6159, inclusive	Electro-Motive Division, General Motors Corporation	\$50,796,600

2. The references to the aggregate principal amount of Trust Certificates in (a) the fourth line of the third recital paragraph on page 1 of the Agreement, (b) the heading to the form of Trust Certificate on page 2 of the Agreement, (c) the fourth line of the first full paragraph on page 3 of the Agreement, and (d) the third line of the last paragraph beginning on page 9 of the Agreement, are hereby changed from \$63,348,00 to \$50,796,600.

3. The Trustee hereby releases all right, title or interest it may have in the 10 diesel-electric locomotives deleted from Schedule A as provided in paragraph 1, above.

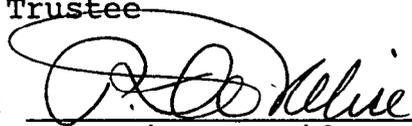
4. Except as supplemented hereby, the Agreement shall remain in full force and effect.

5. 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:


Vice President

(SEAL)

ATTEST:


Senior Trust Officer

UNION PACIFIC RAILROAD COMPANY

By:


Treasurer

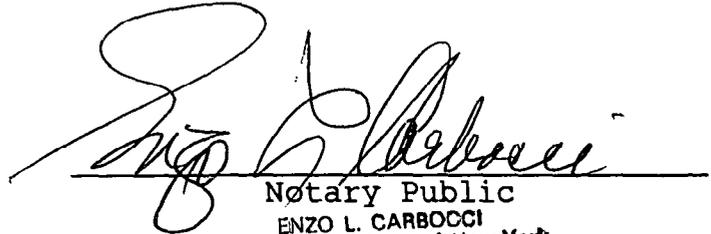
(SEAL)

ATTEST:


Assistant Secretary

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

On the 14th day of June, 1989, before me personally appeared P. DeFELICE, to me personally known, who, being by me duly sworn, says that he is a Vice President of CITIBANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of such bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such bank.



Notary Public
ENZO L. CARBOCCI
Notary Public, State of New York
No. 43-5605595
Qualified in Richmond County
Certificate Filed in New York County
Term Expires March 30, 1990

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On the 14th day of June, 1989, before me personally appeared Gary M. Smart, to me personally known, who being by me duly sworn, says that he is Treasurer of UNION PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of such corporation, that the instrument was signed and sealed on behalf of the 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 the corporation.



Notary Public

NOTARIAL SEAL
JUDITH E. RITTER, NOTARY PUBLIC
ALLENTOWN, LEHIGH COUNTY
MY COMMISSION EXPIRES MAY 25, 1991
Member, Pennsylvania Association of Notaries

