Union Pacific Corporation

RECORDATION NO. 16276-B FILED 1425

OCT 11 1989 -11 35 AM

INTERSTATE COMMERCE COMMISSION

Jack E. Jerrett
Senior Corporate Attorney

October 10, 1989

AIRBORNE

9-284A024

OCT 11 11 29 AM '89
RECORDATION UNIT

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

Re: Union Pacific Equipment Trust Series A

Dear Madam:

I enclosed for recording under Section 11303 of Title 49 of the United States Code, six executed originals of a Second Supplemental Agreement, dated as of October 5, 1989 (the "Supplemental Agreement"), between Union Pacific Railroad Company (the "Company") and Citibank, N.A., as Trustee (the "Trustee"), 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 as of April 1, 1989 and assigned Recordation No. 16276.

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

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

GUARANTOR-LESSEE: Union 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:

"Union Pacific Equipment Trust Series A;
Citibank, N.A., Trustee, Owner, Lessor."

After these documents are filed and recorded, kindly return five 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-addressed envelope.

Very truly yours,

Jed Jenett

JEJ:ccm
Enclosures
cc: Edwin A. Willis
Robert E. Bartos

Interstate Commerce Commission
Washington, D.C. 20423

10/12/89

OFFICE OF THE SECRETARY

Jack E. Jerrett
Union Pacific Corporation
Martin Tower
Eighth & Eaton Avenues
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 10/11/89 at 11:35am and assigned recordation number(s). 16276-B

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

This Supplemental Agreement has been executed in 8 original counterparts, of which this is Counterpart No. 6.

SECOND SUPPLEMENTAL AGREEMENT

RECORDATION NO. 16276-B FILED 1425

BETWEEN

OCT 11 1989 11 35 AM

CITIBANK, N.A., TRUSTEE

INTERSTATE COMMERCE COMMISSION

AND UNION PACIFIC RAILROAD COMPANY

This SECOND SUPPLEMENTAL AGREEMENT, dated as of October 5th, 1989, is between CITIBANK, N.A., a national banking association incorporated and existing under the laws of the United States of America, as Trustee (the "Trustee"), and UNION PACIFIC RAILROAD COMPANY, a Utah corporation (the "Company"). Unless otherwise defined herein, terms used in this Second 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 (1) an Equipment Trust Agreement, dated as of April 1, 1989, which was filed and recorded pursuant to 49 U.S.C. §11303 on April 7, 1989 and assigned Recordation No. 16276; and (2) a First Supplemental Agreement, dated as of June 14, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 U.S.C. §11303 on June 19, 1989 and assigned Recordation No. 16276-A (such Equipment Trust Agreement, as amended, being hereinafter referred to as the "Agreement"); and

WHEREAS, pursuant to the Agreement up to $50,796,600 aggregate principal amount of Union Pacific Equipment Trust

Series A Equipment Trust Certificates (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 has requested the Trustee, and the Trustee has agreed, to execute this Second Supplemental Agreement in order to add certain units of Trust Equipment to the Agreement and to increase the maximum aggregate principal amount of Trust Certificates which may be issued thereunder;

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, the parties hereby agree to amend the Agreement as follows:

1. The description of the Trust Equipment set forth as Schedule A to the Agreement is amended to add the following additional units of Equipment (hereinafter referred to as "Additional Equipment"):

No. of Units	Description	Builder	Cost
120	Fully Enclosed Bi-level Auto Racks, numbered 8236 to 8355, inclusive	Thrall Car Manufacturing Company	$3,525,600

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 $50,796,600 to $54,322,200.

3. The Additional Equipment shall be treated for all purposes as Trust Equipment under the Agreement as if originally made a part thereof.

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

5. This Second Supplemental Agreement has been simultaneously executed in several counterparts, each of which shall be deemed 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

(Seal)

By: _____
Vice President

ATTEST:

_____
Senior Trust Officer

UNION PACIFIC RAILROAD COMPANY

(Seal)

By: _____
Treasurer

ATTEST:

_____
Assistant Secretary

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

On the 6th day of October, 1989, before me personally appeared R. 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, that the instrument was signed and sealed on behalf of the 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 5th day of October, 1989, before me personally appeared Gary M. Stuart, 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.

Kathleen F. Owens
Notary Public

Notarial Seal
Kathleen F. Owens, Notary Public
Bethlehem, Northampton County
My Commission Expires Oct. 19, 1992

Member, Pennsylvania Association of Notaries