Union Pacific Corporation

9-080A065

Jack E. Jerrett
Senior Corporate Attorney

March 20, 1989

FEDERAL EXPRESS

RECORDATION NO 9010-D FILED 1425

MAR 21 1989 -11 20 AM

INTERSTATE COMMERCE COMMISSION

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

Re: Missouri Pacific Railroad Equipment Trust
Series No. 4

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 March 14, 1989, 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 as of October 1, 1977 and assigned Recordation No. 9010.

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

MOTOR OPERATING UNIT MAR 21 11 19 AM '89

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. 4, 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-addressed envelope.

Very truly yours,

Jack E. Jenett

JEJ:eb
Enclosures
cc: Edwin A. Willis

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

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INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT,

BETWEEN

CHEMICAL BANK, TRUSTEE

AND MISSOURI PACIFIC RAILROAD COMPANY

This SUPPLEMENTAL AGREEMENT, dated as of March 14, 1989, 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 October 1, 1977, which was filed and recorded pursuant to 49 USC §11303 (formerly Section 20c of the Interstate Commerce Act) on September 22, 1977, and assigned Recordation No. 9010 and pursuant to which the Trustee was authorized to issue $16,275,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates, Series No. 4 (hereinafter called the Trust Certificates); (ii) a Supplemental Lease, dated as of April 4, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 USC §11303 on April 18, 1979 and assigned Recordation No. 9010-A; (iii) a Supplemental Lease, 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. 9010-B; and (iv) a Supplemental Lease, 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. 9010-C (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 pursuant to Sections 4.7 and 4.9 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, 4.7 and 4.9 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):

No. of Units	Description	Estimated Cost Per Unit	Estimated Cost Total
30	Fully enclosed, bi-level auto racks, numbered 7867-7896, inclusive, manufactured by Thrall Car Manufacturing Company	$30,275	$908,250

(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, 4.7 and 4.9 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 October 1, 1977.

(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 15th day of March, 1989, 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)

Hugh J. McMenemy
Notary Public

HUGH J. McMENEMY
Notary Public, State of New York
NO. 24-4736804
Qualified in Kings County
Certificate filed in New York County
Commission Expires April 30, 1989

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

On the 14th day of March, 1989, before me personally appeared Carl von 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
Member, Pennsylvania Association of Notaries