

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N. Y. 10022

2/8/80

KENDOR P. JONES
ASSISTANT EASTERN GENERAL COUNSEL

Washington, D. C.
February 7, 1980

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

RECORDATION NO. 8470-A Filed 1425

FEB 8 1980 - 10 22 AM

INTERSTATE COMMERCE COMMISSION

Re: Equipment Trust Agreement, dated as of
September 1, 1976, between The Chase Manhattan
Bank (National Association), as Trustee,
and Union Pacific Railroad Company (Recor-
dation No. 8470)

Dear Mrs. Mergenovich:

Enclosed herewith are executed Counterparts Nos. 1 through 6 of a First Supplemental Agreement, dated as of January 1, 1980, between The Chase Manhattan Bank (National Association), 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

Kendor P. Jones

KPJ:b
Encls.

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

RECORDATION NO. 8470-A Filed 1425

FIRST SUPPLEMENTAL AGREEMENT, FEB 8 1980 -10 25 AM
DATED AS OF JANUARY 1, 1980,
BETWEEN INTERSTATE COMMERCE COMMISSION

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), TRUSTEE
AND UNION PACIFIC RAILROAD COMPANY

This FIRST SUPPLEMENTAL AGREEMENT, dated as of January 1, 1980, between THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), a national banking association, 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 an Equipment Trust Agreement, dated as of September 1, 1976 (hereinafter called the Agreement), which was filed and recorded pursuant to Section 20c of the Interstate Commerce Act on September 10, 1976, and assigned Recordation No. 8470, and pursuant to which the Trustee has issued \$19,500,000 aggregate principal amount of Union Pacific Equipment Trust No. 5 of 1976 Equipment Trust Certificates (hereinafter called the Trust Certificates); 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 and transfer to the Trustee additional Equipment under the Agreement of such Cost that the aggregate final Cost of such additional Equipment will be at least equal to the amount of Replacement Funds; 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 First Supplemental Agreement for the foregoing purpose 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 (other than passenger cars and work equipment) (hereinafter called the Equipment):

<u>No. of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
11	100-ton, 3625 cu. ft. capacity, open top hopper cars, Class H-100-20, Union Pacific Railroad Company, builder, to be numbered UP 44773 to UP 44783, both inclusive	\$36,000	\$396,000

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee shall, subject to the provisions of Section 3.4 and 4.9 of the Agreement, pay the builder thereof the Cost thereof as specified in the invoice to 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 September 1, 1976.

(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 First Supplemental Agreement has been executed in several counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute only one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused this First Supplemental Agreement to be duly executed by their respective officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

THE CHASE MANHATTAN BANK
(National Association),
as Trustee,

By [Signature]
Vice President

[SEAL]

ATTEST:

[Signature]
Assistant Secretary

[SEAL]

ATTEST:

[Signature]
Secretary

UNION PACIFIC RAILROAD COMPANY

By [Signature]
Vice President and Treasurer

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

On this 31st day of January, 1980, before me personally appeared J.A. PAYNE, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), 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.

Anne F. Scalia

Notary Public

ANNE F. SCALIA
NOTARY PUBLIC, State of New York
No. 41-4647308
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1981



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 the Vice President and Treasurer of UNION 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ken do P. Jones

Notary Public

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

