

Union Pacific Corporation



Jack E. Jerrett
Senior Corporate Attorney

June 19, 1989

9-172A005

HAND DELIVERY

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

RECORDATION NO 8470-E FILED 1425
JUN 21 1989 - 11 05 AM
INTERSTATE COMMERCE COMMISSION

Re: Union Pacific Equipment Trust No. 5 of 1976

Dear Madam:

I enclose for recording under Section 11303 of Title 49 of the United States Code, five executed originals of a Fifth Supplemental Agreement, dated as of June 12, 1989, between Union Pacific Railroad Company (the "Company") and Chemical Bank, as Trustee (the "Trustee") (the "Supplemental Agreement"). The primary document to which this is connected is an Equipment Trust Agreement, dated as of September 1, 1976 and assigned Recordation No. 8470 (the "Equipment Trust Agreement"). The purpose of the Supplemental Agreement is to eliminate certain railroad equipment described in Paragraph 1 thereto from the Equipment Trust Agreement.

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

TRUSTEE-LESSOR: The Chase Manhattan Bank
(National Association)
14th Floor
1 New York Plaza
New York, New York 10081

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

JUN 21 10 55 AM '89

Charles E. Jerrett

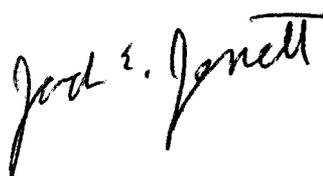
Hon. Noretta R. McGee
Page 2
June 19, 1989

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,

A handwritten signature in cursive script, appearing to read "J. J. Janett". The signature is written in dark ink and is positioned below the typed name "J. J. Janett".

JEJ:eb

Enclosures

cc: Edwin A. Willis
Robert Bartos

Interstate Commerce Commission
Washington, D.C. 20423

6/21/89

OFFICE OF THE SECRETARY

Jack E. Jerratt
Senior Corporate Attorney
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 6/21/89 at 11:05am, and assigned recordation number(s). 3470-E

Sincerely yours,



Secretary

Enclosure(s)

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

RECORDATION NO. 8470-E FILED 1483

FIFTH SUPPLEMENTAL AGREEMENT,

JUN 21 1989 -11 05 AM

BETWEEN

INTERSTATE COMMERCE COMMISSION

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), TRUSTEE

AND UNION PACIFIC RAILROAD COMPANY

This FIFTH SUPPLEMENTAL AGREEMENT, dated as of June 12, 1989, 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). (Terms used in this Supplemental Agreement shall have the same meanings as set forth in Section 1.1 of the Equipment Trust Agreement.)

WITNESSETH:

WHEREAS, the Trustee and the Company have heretofore entered into (i) an Equipment Trust Agreement, dated as of September 1, 1976, which was filed and recorded pursuant to 49 USC §11303 (formerly Section 20c of the Interstate Commerce Act) on September 10, 1976 and assigned Recordation No. 8470 and pursuant to which the Trustee was authorized to issue \$19,500,000 aggregate principal amount of Union Pacific Equipment Trust No. 5 of 1976 Equipment Trust Certificates (hereinafter called the Trust Certificates); (ii) a First Supplemental Agreement, dated as of January 1, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 USC §11303 on February 8, 1980

and assigned Recordation No. 8470-A; (iii) a Second Supplemental Agreement, dated as of April 30, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 USC §11303 on June 11, 1982 and assigned Recordation No. 8470-B; (iv) a Third Supplemental Agreement, dated as of June 1, 1983, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 USC §11303 on June 2, 1983 and assigned Recordation No. 8470-C; and (v) a Fourth Supplemental Agreement, dated as of March 16, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 USC §11303 on April 3, 1989 and assigned Recordation No. 8470-D (such Equipment Trust Agreement, as amended, being hereinafter called the Agreement); and

WHEREAS, the Cost of certain Equipment recently substituted for Trust Equipment suffering a Casualty Occurrence exceeds the amount of Replacement Funds previously deposited by the Company with the Trustee; and

WHEREAS, for foregoing reason the parties desire to remove certain units of such Equipment from the Agreement so that such units do not constitute Trust Equipment subject to the terms and conditions of the Agreement; and

WHEREAS, none of the units of Equipment being removed by this Supplemental Agreement has been delivered to the Company by the manufacturer thereof; 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 agree that the removal of such units of Equipment 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 following units of Equipment are hereby removed from the Agreement:

<u>No. of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
15	Fully enclosed, bi-level auto racks, numbered 8026-8040, inclusive, manufactured by Thrall Car Manufacturing Company	\$30,275	\$454,125

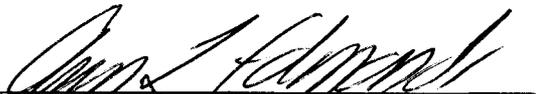
(2) It is understood and agreed that the units of Equipment removed hereby shall not constitute or be a part of the Trust Equipment or be subject to the terms and conditions of the Agreement.

(3) Except as amended and supplemented hereby, the Agreement shall remain in full force and effect.

(4) 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 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.

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
as Trustee

By: 
Vice President

(SEAL)

ATTEST:


Assistant Secretary

UNION PACIFIC RAILROAD COMPANY

By: 
Vice President

(SEAL)

ATTEST:


Assistant Secretary

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

On the 15th day of June, 1989, before me personally appeared ANN L. EDMONDS, 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 that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL) JERONIMO M. COLLACO
Notary Public, State of New York
No. 41-4830257
Qualified in Queens County
Certificate filed in New York County
Commission Expires December 15, 1990

J. M. Collaco
Notary Public

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

On the 12th day of June, 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 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 that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

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