

18883-A

RECORDATION NO. _____ FILED 1195

JUL 6 1994 - 9 46 AM

INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 1

Dated as of July 6, 1994

Among

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity but solely
as Owner Trustee,

UNION PACIFIC RAILROAD COMPANY,

and

HARRIS TRUST AND SAVINGS BANK, as Indenture Trustee

HOPPER RAIL CARS AND OTHER RAIL EQUIPMENT

CERTAIN RIGHTS, TITLE AND INTEREST COVERED HEREBY HAVE BEEN ASSIGNED TO HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT DATED AS OF JUNE 1, 1994. NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF. THIS IS NOT THE ORIGINAL COUNTERPART.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 HAS BEEN FILED WITH THE INTERSTATE COMMERCE COMMISSION PURSUANT TO 49 U.S.C. §11303 AND DEPOSITED IN THE OFFICE OF THE REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 90 OF THE RAILWAY ACT OF CANADA

[JOHNSON.UP/L-SUP.615/120A/4575]

LEASE AND INDENTURE SUPPLEMENT NO. 1, dated as of July 6, 1994 among The First National Bank of Boston, a national banking association, not in its individual capacity but solely as Owner Trustee under that certain Trust Agreement dated as of June 1, 1994 with FIRST UNION COMMERCIAL CORPORATION, a North Carolina corporation, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, and HARRIS TRUST AND SAVINGS BANK, a Delaware banking corporation, as Indenture Trustee.

Lessor, Lessee and Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement, Lessor and Lessee have heretofore entered into a Lease Agreement and Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement, each dated as of June 1, 1994 (capitalized terms used herein without definitions having the meanings set forth in Schedule X to the Participation Agreement dated as of June 1, 1994, among Union Pacific Railroad Company, Union Pacific Holdings, Inc., First Union Commercial Corporation, The First National Bank of Boston and Harris Trust and Savings Bank (the "Participation Agreement"). The Participation Agreement and the Lease provide that on each Closing Date Seller shall deliver to Owner Trustee a Bill of Sale by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from Seller, the Railcars to be conveyed by Seller on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date. The Participation Agreement, the Lease and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purpose of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture.

ACCORDINGLY, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

[JOHNSON.UP/L-SUP.615/120A/4575]

2. Lessee hereby confirms to Lessor and Indenture Trustee that Lessee has accepted such Railcars for all purposes of the Lease as meeting and being in compliance in all material respects with the specifications attached as Schedule 3 to the Participation Agreement for such Railcars, and in good working order and in conformance with all provisions of the Lease.

3. The aggregate Lessor's Cost of such Railcars is \$25,985,070.00 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each such Railcar are set forth on Schedule 1 hereto. The Stipulated Loss Value percentages, Termination Value percentages and Basic Rent applicable to such Railcars and to all other Railcars subjected to the Lease are set forth on schedules to the Lease unless replacement schedules are attached hereto in which case such replacement schedules shall apply to such Railcars and to all other Railcars subjected to the Lease.

4. In order to secure the prompt payment of the Obligations, Lessor has granted, assigned, transferred, pledged and set over a security interest unto Indenture Trustee in (i) the Railcars listed on Schedule 1 hereto and (ii) the Lease and this Lease and Indenture Supplement, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto Indenture Trustee and its successors and its assigns.

5. This Lease and Indenture Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

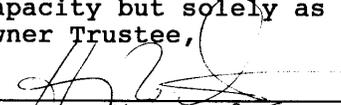
IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Lease and Indenture Supplement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury under the laws of the United States of America that the foregoing is a true and correct document and was executed and delivered on the date first above written.

Attest

[SEAL]


Name: J.E. Mogavero

THE FIRST NATIONAL BANK OF
BOSTON,
not in its individual
capacity but solely as
Owner Trustee,

By: 
Name: HENRY W. SEEMORE
Title: Senior Account Administrator

Attest

[SEAL]

Name:

UNION PACIFIC RAILROAD
COMPANY,

By: _____
Name:
Title:

Attest

[SEAL]

Name:

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Lease and Indenture Supplement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury under the laws of the United States of America that the foregoing is a true and correct document and was executed and delivered on the date first above written.

Attest

THE FIRST NATIONAL BANK OF
BOSTON,
not in its individual
capacity but solely as
Owner Trustee,

Name:

By: _____

Name:
Title:

Attest

UNION PACIFIC RAILROAD
COMPANY,

Name:



T. E. WHITAKER

By: _____

Name: John B. Larsen
Title: Assistant Treasurer

Attest

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

Name:

By: _____

Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Lease and Indenture Supplement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury under the laws of the United States of America that the foregoing is a true and correct document and was executed and delivered on the date first above written.

Attest

[SEAL]

Name:

Attest

[SEAL]

Name:

Attest

[SEAL]

Name:

D. G. Donovan
D. G. DONOVAN

THE FIRST NATIONAL BANK OF
BOSTON,
not in its individual
capacity but solely as
Owner Trustee,

By: _____

Name:
Title:

UNION PACIFIC RAILROAD
COMPANY,

By: _____

Name:
Title:

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: _____

Kevin O. Healey
Name: KEVIN O. HEALEY
Title: VICE PRESIDENT

Receipt of this original counterpart of this Lease
and Indenture Supplement is hereby acknowledged this 6th day
of July, 1994.

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: _____
Name:
Title:

[JOHNSON.UP/L-SUP.615/120A/4575]

STATE OF)
)
COUNTY OF)

On this _____ day of _____ 1994, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of HARRIS TRUST AND SAVINGS BANK, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation on such day 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.

Notary Public

[Notarial Seal]

My Commission Expires _____

COMMONWEALTH

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

On this 21st day of June, 1994, before me a notary public personally appeared John B. Larsen, to me personally known, who, being by me duly sworn, says that he is an Asst. 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 on such day 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.

Kathleen F. Owens
Notary Public

[Notarial Seal]

My Commission Expires _____

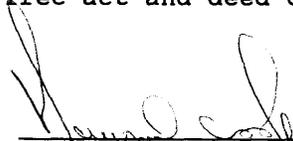
Notarial Seal
Kathleen F. Owens, Notary Public
Bethlehem, Lehigh County
My Commission Expires Oct. 19, 1996
Member, Pennsylvania Association of Notaries

[JOHNSON.UP/L-SUP.615/120A/4576]

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 28th day of June 1994, before me personally appeared Kevin O. Healey, to me personally known, who, being by me duly sworn, says that he is Vice President of HARRIS TRUST AND SAVINGS BANK, that one of the seals affixed to the foregoing instrument is the 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.

~~~~~  
"OFFICIAL SEAL"  
Marianne Cody  
Notary Public, State of Illinois  
My Commission Expires 5/29/97  
~~~~~



Notary Public

[Notarial Seal]
My Commission Expires

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 1994, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ 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.

Notary Public

[Notarial Seal]
My Commission Expires

[JOHNSON.UP/L-SUP.527/120A/457B]

SCHEDULE 1
to Lease and
Indenture
Supplement No. 1

SCHEDULE OF RAILCARS TO BE DELIVERED

<u>Quantity of Units</u>	<u>Description and Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
245	Covered Hoppers UP88350-UP88567, both inclusive and UP88569-UP88595, both inclusive	\$46,689.00	\$11,438,805.00
115	Open Hoppers UP48100-UP48204, inclusive UP48206-UP48210, inclusive UP48212-UP48215, inclusive and UP48217	\$53,000.00	\$6,095,000.00
100	Bi-Level Autoracks UPL90873-UPL90972, both inclusive	\$39,494.00	\$3,949,400.00
69	Tri-Level Autoracks UPL90973-UPL91041, both inclusive	\$53,573.00	\$3,696,537.00
16	Tri-Level Autoracks UPL91042-UPL91057, both inclusive	\$50,333.00	\$805,328.00