

18765

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(212) 474-1114

APR 8 1994

0100177037

April 8, 1994

Union Pacific Railroad Company  
Lease Financing Dated as of March 31, 1994

Dear Mr. Strickland:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Union Pacific Railroad Company, for filing and recordation counterparts of the following documents:

- A. Indenture and Security Agreement dated as of March 31, 1994, between NationsBank of South Carolina, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee.
- B. Lease and Indenture Supplement No. 1 dated as of April 8, 1994, among NationsBank of South Carolina, National Association, as Owner Trustee/Lessor, Union Pacific Railroad Company, as Lessee, and Harris Trust and Savings Bank, as Indenture Trustee.

The names and addresses of the parties to the aforementioned agreement are as follows:

- 1. Lessor-Owner Trustee:  
NationsBank of South Carolina, National Association  
1901 Main Street  
Columbia, SC 29201-2434

LICENSING BRANCH

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OFFICE OF THE  
SECRETARY

*Handwritten vertical text on the left margin, possibly a signature or initials.*

2. Indenture Trustee:  
Harris Trust and Savings Bank  
311 West Monroe  
Chicago, IL 60606
3. Lessee:  
Union Pacific Railroad Company  
Martin Tower  
Eighth and Eaton  
Bethlehem, PA 18018

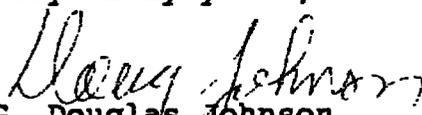
Please file and record the documents referred to in this letter and index them under the names of the Lessor-Owner Trustee, the Indenture Trustee and the Lessee.

The equipment covered by the aforementioned documents is listed on Exhibit A attached hereto. The equipment bears the legend "Ownership subject to a Security Agreement filed with the Interstate Commerce Commission".

There is also enclosed a check of \$36 payable to the Interstate Commerce Commission, representing the fee for recording the Indenture and Security Agreement and the Lease and Indenture Supplement No. 1.

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,

  
G. Douglas Johnson  
as Agent for  
Union Pacific Railroad Company

Mr. Sidney L. Strickland, Jr.  
Interstate Commerce Commission  
Washington, D.C. 20423

Encls.

Q

## EXHIBIT A

<u>No. of Units</u>	<u>Description</u>	<u>Road/Serial Numbers</u>
10	EMD/MP15 multipurpose locomotive	UP1335-1344, both inclusive
15	EMD/GP15-1 general purpose locomotive	UP1555-1569, both inclusive
55	EMD/GP38-2 general purpose locomotive	UP1800-1828, both inclusive, UP2074, UP2076, UP2078, UP2084, UP2087-2090, both inclusive, UP2092, UP2094, UP2096, UP2097, UP2099, UP2101, UP2103, UP2108, UP2111-2120, both inclusive

APR 8 1994

## LEASE AND INDENTURE SUPPLEMENT NO. 1

Dated April 8, 1994

Among

NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION  
not in its individual capacity but solely  
as Owner Trustee,

UNION PACIFIC RAILROAD COMPANY,

and

HARRIS TRUST AND SAVINGS BANK, as Indenture Trustee

LOCOMOTIVES

---

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 MARCH 31, 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.

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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

LEASE AND INDENTURE SUPPLEMENT NO. 1, dated April 8, 1994 among NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee under that certain Trust Agreement dated as of March 31, 1994 with SIGNET LEASING AND FINANCIAL CORPORATION, a Maryland corporation, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, and HARRIS TRUST AND SAVINGS BANK, an Illinois 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 March 31, 1994 (capitalized terms used herein without definitions having the meanings set forth in Schedule X to the Lease).

The Participation Agreement and the Lease provide that on the Closing Date the Seller shall deliver to Owner Trustee a Bill of Sale by which the Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Locomotives to be conveyed by the Seller on the Closing Date, and said Bill of Sale has been delivered by the Seller and accepted by Owner Trustee on the 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 Locomotives under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Locomotives 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 Locomotives listed on Schedule 1 hereto.
2. Lessee hereby confirms to Lessor and Indenture Trustee that Lessee has accepted such Locomotives for all purposes of the Lease as meeting and being in compliance in all material respects with the specifications referred to in Schedule 3 to the Participation Agreement for

such Locomotives, and in good working order and in conformance with all provisions of the Lease.

3. The aggregate Lessor's Cost of such Locomotives is \$21,107,342.00 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each such Locomotive are set forth on Schedule 1 hereto. The Stipulated Loss Value percentages, Termination Value percentages and Basic Rent applicable thereto are set forth on schedules 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 Locomotives 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

NATIONSBANK OF SOUTH CAROLINA,  
NATIONAL ASSOCIATION,  
not in its individual  
capacity but solely as  
Owner Trustee,

Stefan V. Gray  
Name: Stefan V. Gray  
Trust Officer

By: [Signature]  
Name: Howard L. Sheikopf  
Title: Vice President

Attest

UNION PACIFIC RAILROAD COMPANY,

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

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

NATIONSBANK OF SOUTH CAROLINA,  
NATIONAL ASSOCIATION,  
not in its individual  
capacity but solely as  
Owner Trustee,

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:  
Title:

Attest

UNION PACIFIC RAILROAD COMPANY,

  
\_\_\_\_\_  
Name:

By:   
\_\_\_\_\_  
Name:  
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

NATIONSBANK OF SOUTH CAROLINA,  
NATIONAL ASSOCIATION,  
not in its individual  
capacity but solely as  
Owner Trustee,

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Name:  
Title:

Attest

UNION PACIFIC RAILROAD COMPANY,

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Name:  
Title:

Attest

HARRIS TRUST AND SAVINGS BANK,  
as Indenture Trustee

  
\_\_\_\_\_  
Name: D. J. DONOVAN

By: 

Name: J. SANTOLINI  
Title: VICE PRESIDENT



STATE OF )  
 )  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 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 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 \_\_\_\_\_

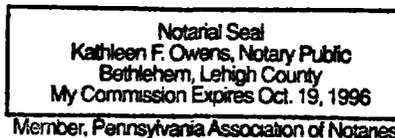
STATE OF PENNSYLVANIA )  
 ) ss.:  
COUNTY OF LEHIGH )

On this 6th day of April, 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 by authority of its Board of Directors, and he acknowledge that the execution of the foregoing instrument was the free act and deed of said Corporation.

*Kathleen F. Owens*  
Notary Public

[Notarial Seal]

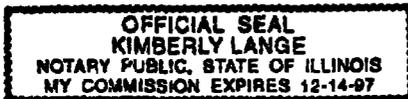
My Commission Expires \_\_\_\_\_

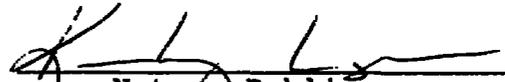


[D. JOHNSON-UP/SUP1-394/4575/1200]

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

On this 29th day of March, 1994, before me personally appeared J. Bartolini, to me personally known, who, being by me duly sworn, says that she 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.



  
Notary Public

[Notarial Seal]

My Commission Expires

STATE OF )  
 ) ss.:  
COUNTY OF )

On this day of , 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 acknowledge that the execution of the foregoing instrument was the free act and deed of said Corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires

[D. JOHNSON-UP/SUP1-394/4575/1200]

SCHEDULE 1  
to Lease and  
Indenture  
Supplement No. 1

SCHEDULE OF LOCOMOTIVES 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>
10	EMD/MP15 multipurpose locomotives UP1335-UP1344, both inclusive	\$195,423	\$1,954,230
15	EMD/GP15-1 general purpose locomotives UP1555-UP1569, both inclusive	\$224,688	\$3,370,323
55	EMD/GP38-2 general purpose locomotives UP1800-UP1828, both inclusive, UP2074, UP2076, UP2078, UP2084, UP2087-UP2090, both inclusive, UP2092, UP2094, UP2096, UP2097, UP2099, UP2101, UP2103, UP2108, UP2111-UP2120, both inclusive	\$286,960	\$15,782,789