Union Pacific Corporation

9386 - E

Jack E. Jerrett
Senior Corporate Attorney

December 22, 1992

FEDERAL EXPRESS

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., N.W.
Washington, DC 20423

Re: Missouri Pacific Railroad Equipment Trust, Series 8

Dear Sir:

I enclosed for recording under Section 11303 of Title 49 of the United States Code, four executed originals of a Supplemental Agreement, dated as of December 21, 1992 (the "Supplemental Agreement"), between Missouri Pacific Railroad Company (the "Company") and Chemical Bank, Trustee ("the Trustee), 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 June 1, 1978 and assigned Recordation No. 9386.

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 - LESSOR:	Missouri Pacific Railroad Company 1416 Dodge Street Omaha, NE 68179

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:

Counterparts - Attorney

Martin Tower, Eighth and Eaton Avenues, Bethlehem, PA 18018 • 215 861 3200

"Missouri Pacific Railroad Equipment Trust, Series 8,
Chemical Bank, Trustee, Owner and Lessor."

After these documents are filed and recorded, kindly return three of the enclosed copies to me.

I also enclose a check to the order of the Interstate Commerce Commission in the amount of $16.00 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.

Very truly yours,

Jack E. Jarrett

JEJ:ccm
Enclosures

cc: Robert E. Bartos
Peter Morse

mpd18.jjl

9386-E

This Supplemental Agreement has been executed in 5 original counterparts, of which this is Counterpart No. 4.

SUPPLEMENTAL AGREEMENT

BETWEEN

CHEMICAL BANK, AS TRUSTEE

AND MISSOURI PACIFIC RAILROAD COMPANY

This SUPPLEMENTAL AGREEMENT, dated as of December 21, 1992, is 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 referred to below.)

WITNESSETH:

WHEREAS, the Trustee and the Railroad have heretofore entered into (i) an Equipment Trust Agreement, dated as of June 1, 1978, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on May 18, 1978, and assigned Recordation No. 9386 and pursuant to which the Trustee was authorized to issue $16,200,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates, Series No. 8 (hereinafter called the Trust Certificates); (ii) a Supplemental Lease, dated as of May 30, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 U.S.C. §11303 on June 26, 1980 and assigned Recordation No. 9386-A; (iii) a Supplemental Lease, dated as of March 9, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 U.S.C. §11303 on March 23, 1982 and assigned Recordation No. 9386-B; (iv) a Supplemental Agreement, dated as of December 7, 1988, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49

USC §11303 on December 13, 1988 and assigned Recordation No. 9386-C; and (v) a Supplemental Agreement, dated as of January 31, 1992, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 USC §11303 on February 5, 1992 and assigned Recordation No. 9386-D (such Equipment Trust Agreement, as amended, being hereinafter referred to as 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 additional Equipment pursuant to Section 4.7 of the Agreement and will transfer or cause to be transferred to the Trustee such additional Equipment as permitted 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 and 4.7 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

provisions 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 transfer and set over, or cause to be transferred and set over unto the Trustee, subject to all of the terms of the Agreement, the following Equipment (hereinafter called the Additional Equipment):

No. of Units	Description	Builder	Cost
8	100-Ton, 58-Foot Covered Hoper Railcars, numbered UPUP84004, UP84006-UP84012, inclusive	$21,011.76	$168,094.08
1	100-Ton, 60-Foot Covered Hopper Railcar, numbered UP83831	$28,363.35	$28,363.35
		Total:	$196,457.43

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 and 4.7 of the Agreement, pay from Replacement Funds an amount which shall not exceed the Cost of the Equipment.

3. The Railroad hereby accepts the lease of the Additional Equipment, and covenants and agrees to accept delivery and possession thereof and the Trustee agrees to lease the Additional Equipment, subject to all of the terms and conditions of the Agreement.

4. 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.

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

6. This Supplemental Agreement has been simultaneously executed in several counterparts, each of which shall be deemed 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

(Seal)

By: _____
Senior Trust Officer

ATTEST:

_____
Sr. Trust Officer

MISSOURI PACIFIC RAILROAD COMPANY

(Seal)

By: _____
Vice President

ATTEST:

_____
Assistant Secretary

g:\etfile\supas8.jjd

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 21st day of December, 1992, before me personally appeared Vrauen Z. Kelly, to me personally known, who, being by me duly sworn, says that she 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.

Emily Faye
Notary Public

EMILY FAYAN
Notary Public, State of New York
No. 24-4737006
Qualified in Kings County
Certificate Filed in New York County
Commission Expires December 31, 1993

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On the 21st day of December, 1992, 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 such corporation, that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of the corporation.

(SEAL)

Kathleen F. Owens
Notary Public

g:\etfile\supas8.jjd

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