

Union Pacific Corporation

2-358A025



Jack E. Jerrett  
Senior Corporate Attorney

December 22, 1992

14875-B

DEC 23 1992-11:29 AM

INTERSTATE COMMERCE COMMISSION

**FEDERAL EXPRESS**

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

Re: **Union Pacific Equipment Trust No. 1 of 1985**

Dear Sir:

I enclosed for recording under Section 11303 of Title 49 of the United States Code, four executed originals of a Second Supplemental Agreement, dated as of December 17, 1992 (the "Supplemental Agreement"), between Union Pacific Railroad Company (the "Company") and Citibank, N.A., 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 December 15, 1985 and assigned Recordation No. 14875.

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

TRUSTEE - LESSOR:	Citibank, N.A. 120 Wall Street New York, NY 10043
GUARANTOR - LESSOR:	Union Pacific Railroad Company 1416 Dodge Street Omaha, NE 68179

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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 -*

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

SECOND SUPPLEMENTAL AGREEMENT

RECORDED BY 14875-B FILED 1425

BETWEEN

DEC 23 1992-11 <sup>AM</sup>

CITIBANK, N.A., TRUSTEE

INTERSTATE COMMERCE COMMISSION

AND UNION PACIFIC RAILROAD COMPANY

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This SECOND SUPPLEMENTAL AGREEMENT, dated as of December 17<sup>th</sup>, 1992, is between CITIBANK, N.A., a national banking association, incorporated and existing under the laws of the United States of America, as trustee (the Trustee), and UNION PACIFIC RAILROAD COMPANY, a Utah corporation (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 referred to below.)

WITNESSETH:

WHEREAS, the Trustee and the Company have heretofore entered into (i) an Equipment Trust Agreement, dated as of December 15, 1985, which was filed and recorded pursuant to 49 U.S.C. §11303 on January 6, 1986 and assigned Recordation No. 14875 and pursuant to which the Trustee was authorized to issue up to \$43,840,000 aggregate principal amount of Union Pacific Equipment Trust No. 1 of 1985 Equipment Trust Certificates (the Trust Certificates); and (ii) a First Supplemental Agreement, dated as of February 15, 1986, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 U.S.C. §11303 on March 4, 1986 and assigned Recordation No. 14875-A (such Equipment Trust Agreement, as amended, being hereinafter call the Agreement); and

(1) The Company, as promptly as possible hereafter, will sell, assign, transfer and set over unto the Trustee, subject to all of the terms of the Agreement, the following Equipment (hereinafter called the Additional Equipment):

<u>No. of Units</u>	<u>Description</u>	<u>Per Unit</u>	<u>Estimated Cost</u>	<u>Total</u>
48	100-Ton, 55-Foot Covered Hopper Railcars, Nnumbered UP83504-UP83508, inclusive, UP83510-UP83552, inclusive	\$22,593.29		\$1,084,477.92

(2) When and as the Additional Equipment shall have been delivered to the Trustee, the Trustee shall, pursuant to the provisions of Sections 4.4 and 5.9 of the Agreement, pay from Replacement Funds an amount which will not exceed the Cost of the Additional Equipment.

(3) The Company hereby accepts the lease of the Additional Equipment, and covenants and agrees to accept delivery and possession thereof 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 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.

CITIBANK, N.A.,  
as Trustee

(Seal)

By:   
VICE PRESIDENT

ATTEST:

  
CAROL NG  
Assistant Vice President

UNION PACIFIC RAILROAD COMPANY

(Seal)

By:   
Vice President

ATTEST:

  
Assistant Secretary

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

On the 17<sup>th</sup> day of December, 1992, before me personally appeared P. DeFELICE, to me personally known, who, being by me duly sworn, says that he is a VICE PRESIDENT of Citibank, N.A., 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.

Peter M. Palyshin  
Notary Public  
PETER M. PALYSHIN  
Notary Public, State of New York  
No. 41-4991297  
Qualified in Queens County  
SS: Certificate Filed in New York County  
Commission Expires January 27, 1994

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LEHIGH )

On the 18<sup>th</sup> 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 Union 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

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