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INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 1

Dated October 1, 1990

Among

MERIDIAN TRUST COMPANY,  
not in its individual capacity but solely as trustee,  
Lessor/Owner Trustee,

UNION PACIFIC RAILROAD COMPANY,  
as Lessee

and

WILMINGTON TRUST COMPANY,  
not in its individual capacity but solely as trustee,  
Indenture Trustee.

ROTARY DUMP HOPPER CARS

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ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 AND TO THE RAILCARS COVERED HEREBY ON THE PART OF MERIDIAN TRUST COMPANY, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF WILMINGTON TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT DATED AS OF SEPTEMBER 1, 1990. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

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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

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated October 1, 1990, among MERIDIAN TRUST COMPANY, a trust company organized under the laws of Pennsylvania, not in its individual capacity but solely as Owner Trustee under that certain Trust Agreement dated as of September 1, 1990 with CONNELL FINANCE COMPANY, INC., a New Jersey corporation, UNION PACIFIC RAILROAD COMPANY, a Utah corporation and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Indenture Trustee.

W I T N E S S E T H :

WHEREAS, the Lessor, the Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement, the Lessor and the Lessee have heretofore entered into a Lease Agreement and the Indenture Trustee and the Owner Trustee have heretofore entered into an Indenture and Security Agreement, each dated as of September 1, 1990 (capitalized terms used herein without definitions shall have the respective meanings set forth in Schedule X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date Seller shall deliver to the Owner Trustee a Bill of Sale dated such Date by which Seller bargains, conveys, assigns, sets over, sells and delivers to the Owner Trustee, and the Owner Trustee purchases and accepts from the Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by the Owner Trustee on such Closing Date;

WHEREAS, 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 purposes of leasing the Railcars under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture;

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

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

2. The Lessee hereby confirms to the Lessor and the Indenture Trustee that the Lessee has accepted such Railcars for all purposes hereof and of the Lease as meeting and being in compliance in all material respects with the statement of 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 the Railcars leased hereunder is \$8,496,000 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Rotary Dump Hopper Car leased hereunder are set forth on Schedule 1 attached hereto. The Stipulated Loss Value percentages, Termination Value percentages and Basic Rent set forth, respectively, on Schedules 1, 2 and 3 to the Lease shall be applicable in respect of the Rotary Dump Hopper Cars leased hereunder on the date hereof.

4. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 1 on the Basic Term Commencement Date to pay Interim Rent to the Lessor for each Railcar leased hereunder as provided for in the Lease and on each Payment Date during the Basic Term to pay Basic Rent to the Lessor for each Railcar leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued on the date hereof and on any other Notes Outstanding, the Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Railcars listed on Schedule 1 attached hereto and (ii) the Lease and this Lease and Indenture Supplement No. 1, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

6. All of the provisions of the Lease and the Indenture are hereby ratified as amended and supplemented by this Lease and Indenture Supplement No. 1 to the same extent as if the Provisions of this Lease and Indenture Supplement were fully set forth therein.

7. This Lease and Indenture Supplement No. 1 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.

8. This Lease and Indenture Supplement No. 1 is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the law of the State of New York (excluding the laws applicable to conflicts or choice of law), including all matters of construction, validity and performance.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Lease and Indenture Supplement No. 1 to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date set forth below 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 indicated below its signature.

**MERIDIAN TRUST COMPANY,**  
not in its individual  
capacity but solely as Owner  
Trustee

By:   
Name: Paul M. Clancy  
Title: Account Officer

Executed on October 1, 1990.

**UNION PACIFIC RAILROAD  
COMPANY, as Lessee**

By:   
Name: John B. Larsen  
Title: Assistant Treasurer

Executed on October 1, 1990.

**WILMINGTON TRUST COMPANY,**  
as Indenture Trustee

By:   
Name:  
Title: Carolyn C. Daniels  
Financial Services Officer

Executed on October 1, 1990.

Receipt of this original counterpart of this Lease and Indenture Supplement No. 1 is hereby acknowledged this \_\_\_\_ day of \_\_\_\_\_, 1990.

WILMINGTON TRUST COMPANY,  
as Indenture Trustee

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

SCHEDULE 1  
to Lease and  
Indenture  
Supplement No. 1

SCHEDULE OF RAILCARS TO BE DELIVERED

Rotary Dump Hopper Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u> *	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
192			

\* See table attached hereto as Exhibit A.

EXHIBIT A

CHTT-500200	CHTT-500266	CHTT-500321	CHTT-500374
CHTT-500201	CHTT-500267	CHTT-500322	CHTT-500375
CHTT-500202	CHTT-500268	CHTT-500323	CHTT-500376
CHTT-500203	CHTT-500269	CHTT-500324	CHTT-500377
CHTT-500204	CHTT-500270	CHTT-500325	CHTT-500378
CHTT-500205	CHTT-500272	CHTT-500326	CHTT-500379
CHTT-500207	CHTT-500273	CHTT-500327	CHTT-500380
CHTT-500218	CHTT-500274	CHTT-500328	CHTT-500381
CHTT-500220	CHTT-500275	CHTT-500329	CHTT-500382
CHTT-500221	CHTT-500276	CHTT-500330	CHTT-500383
CHTT-500222	CHTT-500277	CHTT-500331	CHTT-500384
CHTT-500223	CHTT-500278	CHTT-500332	CHTT-500385
CHTT-500224	CHTT-500279	CHTT-500333	CHTT-500386
CHTT-500225	CHTT-500280	CHTT-500334	CHTT-500387
CHTT-500226	CHTT-500281	CHTT-500335	CHTT-500388
CHTT-500227	CHTT-500282	CHTT-500336	CHTT-500389
CHTT-500228	CHTT-500283	CHTT-500337	CHTT-500390
CHTT-500229	CHTT-500284	CHTT-500338	CHTT-500391
CHTT-500230	CHTT-500285	CHTT-500339	CHTT-500392
CHTT-500231	CHTT-500286	CHTT-500340	CHTT-500393
CHTT-500232	CHTT-500287	CHTT-500341	CHTT-500394
CHTT-500233	CHTT-500288	CHTT-500342	CHTT-500395
CHTT-500234	CHTT-500289	CHTT-500343	CHTT-500396
CHTT-500235	CHTT-500290	CHTT-500344	CHTT-500397
CHTT-500236	CHTT-500291	CHTT-500345	CHTT-500398
CHTT-500237	CHTT-500292	CHTT-500346	CHTT-500399
CHTT-500238	CHTT-500293	CHTT-500347	CHTT-500400
CHTT-500239	CHTT-500294	CHTT-500348	CHTT-500401
CHTT-500240	CHTT-500295	CHTT-500349	CHTT-500402
CHTT-500241	CHTT-500296	CHTT-500350	CHTT-500403
CHTT-500242	CHTT-500297	CHTT-500351	CHTT-500404
CHTT-500243	CHTT-500298	CHTT-500352	CHTT-500405
CHTT-500244	CHTT-500299	CHTT-500353	CHTT-500406
CHTT-500245	CHTT-500300	CHTT-500354	CHTT-500407
CHTT-500246	CHTT-500302	CHTT-500355	CHTT-500408
CHTT-500247	CHTT-500303	CHTT-500356	CHTT-500409
CHTT-500248	CHTT-500304	CHTT-500357	
CHTT-500249	CHTT-500305	CHTT-500358	
CHTT-500251	CHTT-500306	CHTT-500359	
CHTT-500253	CHTT-500307	CHTT-500360	
CHTT-500254	CHTT-500308	CHTT-500361	
CHTT-500255	CHTT-500309	CHTT-500362	
CHTT-500256	CHTT-500310	CHTT-500363	
CHTT-500257	CHTT-500311	CHTT-500365	
CHTT-500258	CHTT-500312	CHTT-500366	
CHTT-500259	CHTT-500313	CHTT-500367	
CHTT-500260	CHTT-500315	CHTT-500368	
CHTT-500261	CHTT-500316	CHTT-500369	
CHTT-500262	CHTT-500317	CHTT-500370	
CHTT-500263	CHTT-500318	CHTT-500371	
CHTT-500264	CHTT-500319	CHTT-500372	
CHTT-500265	CHTT-500320	CHTT-500373	