

CHAPMAN AND CUTLER

Theodore S. Chapman  
1877-1943  
Henry E. Cutler  
1879-1959

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50 South Main Street  
Salt Lake City, Utah 84144  
(801) 533-0066

August 14, 1992

RECORDATION NO 17841-C FILED 1425

Mr. Sidney L. Strickland, Jr., Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue, N.W.  
Washington, DC 20423

AUG 14 1992 - 11 55 AM

2-227A017

INTERSTATE COMMERCE COMMISSION

Re: Union Pacific Railroad Company  
Leveraged Lease Financing of Railroad Rolling Stock  
and Container Equipment

17841-C  
AUG 14 1992  
11 55 AM

Dear Mr. Strickland:

I am enclosing for recording pursuant to Section 11303 of Title 49 of the United States Code, two originals of the secondary document described below, which secondary document is related to the two previously recorded primary documents identified below. As one of the attorneys representing the Loan Participants in this transaction, I have knowledge of the matters described in this letter.

The enclosed secondary document is as follows:

Lease and Indenture Supplement No. 2, dated as of August 14, 1992, among First Security Bank of Utah, National Association, as lessor (the "Lessor") and as owner trustee (the "Owner Trustee"), Union Pacific Railroad Company, as lessee ("Lessee"), and Meridian Trust Company, as indenture trustee (the "Indenture Trustee"). The primary documents to which this Lease and Indenture Supplement No. 2 is connected are as follows:

(1) Lease Agreement, dated as of June 15, 1992, between the Lessor and the Lessee, which was recorded on June 30, 1992 and assigned recordation number 17841; and

(2) Indenture and Security Agreement, dated as of June 15, 1992, between the Owner Trustee and the Indenture Trustee, which was recorded on June 30, 1992 and assigned recordation number 17841-A.

*[Handwritten signatures]*

CHAPMAN AND CUTLER

The names and addresses of the parties to this document are as follows:

LEASE AND INDENTURE SUPPLEMENT NO. 2

Lessee:	Union Pacific Railroad Company Martin Tower Eighth and Eaton Avenues Bethlehem, Pennsylvania 18018
Lessor and Owner Trustee:	First Security Bank of Utah, National Association 79 South Main Street Salt Lake City, Utah 84111
Indenture Trustee:	Meridian Trust Company 35 North Sixth Street Reading, Pennsylvania 19601

Lease and Indenture Supplement No. 2 provides, *inter alia*, for the Lease Agreement and the Indenture and Security Agreement to apply to the 76 portable tank containers, the 77 tri-level autoracks, the 50 rebuilt mechanical refrigerated boxcars and the 133 intermodal waste containers bearing the road numbers set forth in Schedule 1 to Lease and Indenture Supplement No. 2, namely the road numbers set forth in Exhibit A hereto.

The description of the equipment covered as of the date hereof by the aforesaid Lease and Indenture Supplement No. 2 is as follows:

77 tri-level autoracks and 50 rebuilt mechanical refrigerated boxcars, each marked on the sides in letters not less than one inch in height with the words "Owned by a bank or finance company, and subject to a security agreement filed with the Interstate Commerce Commission" and bearing road numbers set forth in Exhibit A, and 76 portable tank containers and 133 intermodal waste containers, each marked on the sides in letters not less than one inch in height with the words "Owned by a bank or finance company, and subject to a security interest in favor of one or more financial institutions" and bearing road numbers set forth in Exhibit A.

A fee of sixteen dollars (\$16.00) is enclosed. Please time and date stamp the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return any extra copies of such document and this letter not needed by the Commission for recordation to:

CHAPMAN AND CUTLER

Michael G. McGee, Esq.  
Chapman and Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

A short summary of the document to appear in the index follows:

Lease and Indenture Supplement No. 2 between First Security Bank of Utah, National Association, as Lessor and Owner Trustee, 79 South Main Street, Salt Lake City, Utah 84111, Union Pacific Railroad Company, as Lessee, Martin Tower, Eighth and Eaton Avenues, Bethlehem, Pennsylvania 18018, and Meridian Trust Company, as Indenture Trustee, 35 North Sixth Street, Reading, Pennsylvania 19601, dated as of August 14, 1992, covering the 76 portable tank containers, the 77 tri-level autoracks, the 50 rebuilt mechanical refrigerated boxcars and the 133 intermodal waste containers bearing the road numbers set forth in Schedule 1 to such Lease and Indenture Supplement No. 2, namely road numbers set forth in Exhibit A. Lease and Indenture Supplement No. 2 is related to the Lease Agreement between the Lessor and the Lessee, dated as of June 15, 1992, which was recorded on June 30, 1992 and assigned recordation number 17841, and to the Indenture and Security Agreement between the Owner Trustee and the Indenture Trustee, dated as of June 15, 1992, which was recorded on June 30, 1992 and assigned recordation number 17841-A.

If you have any questions or need further information, please do not hesitate to contact the undersigned (312-845-3767) or Karl Williams (312-845-3892).

Sincerely,

CHAPMAN AND CUTLER

By   
\_\_\_\_\_  
Michael G. McGee

MGM/b  
Enclosure

**Interstate Commerce Commission**  
Washington, D.C. 20423

8/14/92

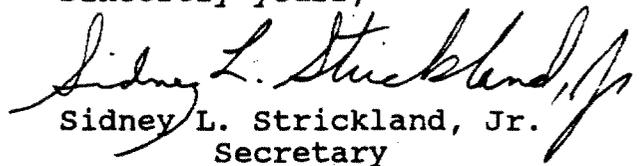
OFFICE OF THE SECRETARY

Michael G. McGee  
Chapman & Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/14/92 at 11:55am, and assigned recordation number(s). 17841-C

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

-CHAPMAN AND CUTLER

**EXHIBIT A**

Road Numbers

<u>Type of Equipment</u>	<u>Quantity</u>	<u>Road/Serial Numbers</u>
Tank Containers	76	UPTU 660071 UPTU 660073-660145, inclusive UPTU 660147-660148, inclusive
Auto Racks		
Trilevels	77	Various -- See Exhibit B
Rebuilt Refrigerator Cars	50	Various -- See Exhibit C
Waste Containers	133	30631-30684, inclusive 35232-35291, inclusive 37231-37249, inclusive

## CHAPMAN AND CUTLER

## EXHIBIT B

(Tri-Level Auto Racks)

CAR MARK	CAR NUMBER	SHIP DATE	RACK NUMBER	SERVICE
-----	-----	-----	-----	-----
TTQX	802843	23-Jul-92	UPL90411	CHRYSLER
TTQX	802840	28-Jul-92	UPL90412	CHRYSLER
TTQX	802858	28-Jul-92	UPL90415	CHRYSLER
TTQX	801996	28-Jul-92	UPL90416	CHRYSLER
TTQX	801987	28-Jul-92	UPL90417	CHRYSLER
TTQX	802754	28-Jul-92	UPL90419	CHRYSLER
TTQX	802091	28-Jul-92	UPL90422	CHRYSLER
TTQX	803050	28-Jul-92	UPL90423	CHRYSLER
TTQX	800047	29-Jul-92	UPL90420	CHRYSLER
TTQX	802079	29-Jul-92	UPL90424	CHRYSLER
TTQX	908460	29-Jul-92	UPL90426	CHRYSLER
TTQX	802050	29-Jul-92	UPL90429	CHRYSLER
TTQX	907445	30-Jul-92	UPL90421	CHRYSLER
TTQX	802085	30-Jul-92	UPL90425	CHRYSLER
TTQX	905641	30-Jul-92	UPL90427	CHRYSLER
TTQX	802539	30-Jul-92	UPL90428	CHRYSLER
TTQX	802828	30-Jul-92	UPL90430	CHRYSLER
TTQX	802076	30-Jul-92	UPL90432	CHRYSLER
TTQX	802650	30-Jul-92	UPL90433	CHRYSLER
TTQX	801900	30-Jul-92	UPL90436	CHRYSLER
TTQX	803156	30-Jul-92	UPL90437	CHRYSLER
TTQX	802859	31-Jul-92	UPL90435	CHRYSLER
TTQX	802086	31-Jul-92	UPL90438	CHRYSLER
TTQX	802831	31-Jul-92	UPL90439	CHRYSLER
TTQX	802098	31-Jul-92	UPL90440	CHRYSLER
TTQX	802487	31-Jul-92	UPL90441	CHRYSLER
TTQX	860193	31-Jul-92	UPL90442	CHRYSLER
TTQX	802946	31-Jul-92	UPL90443	CHRYSLER
TTQX	802041	31-Jul-92	UPL90447	CHRYSLER
TTQX	800243	03-Aug-92	UPL90445	CHRYSLER
TTQX	802546	03-Aug-92	UPL90446	CHRYSLER
TTQX	800468	03-Aug-92	UPL90448	CHRYSLER
TTQX	800399	03-Aug-92	UPL90452	CHRYSLER
TTQX	800050	04-Aug-92	UPL90431	CHRYSLER
TTQX	803145	04-Aug-92	UPL90434	CHRYSLER
TTQX	803261	04-Aug-92	UPL90444	CHRYSLER
TTQX	802497	04-Aug-92	UPL90449	CHRYSLER
TTQX	905883	04-Aug-92	UPL90450	CHRYSLER
TTQX	908486	04-Aug-92	UPL90451	CHRYSLER
TTQX	802848	04-Aug-92	UPL90453	CHRYSLER
TTQX	802504	05-Aug-92	UPL90454	CHRYSLER
TTQX	802938	05-Aug-92	UPL90455	CHRYSLER
TTQX	802101	05-Aug-92	UPL90456	CHRYSLER
TTQX	802126	05-Aug-92	UPL90457	CHRYSLER
TTQX	803028	05-Aug-92	UPL90458	CHRYSLER
TTQX	803032	05-Aug-92	UPL90459	CHRYSLER
TTQX	802861	05-Aug-92	UPL90460	CHRYSLER
TTQX	802815	06-Aug-92	UPL90461	CHRYSLER

## CHAPMAN AND CUTLER

CAR MARK -----	CAR NUMBER -----	SHIP DATE -----	RACK NUMBER -----	SERVICE -----
TTQX	800330	06-Aug-92	UPL90462	CHRYSLER
TTQX	905590	06-Aug-92	UPL90463	CHRYSLER
TTQX	802044	06-Aug-92	UPL90464	CHRYSLER
TTQX	802026	06-Aug-92	UPL90465	CHRYSLER
TTQX	860224	07-Aug-92	UPL90466	CHRYSLER
TTQX	802110	06-Aug-92	UPL90467	CHRYSLER
TTQX	904207	06-Aug-92	UPL90468	CHRYSLER
TTQX	901535	07-Aug-92	UPL90469	CHRYSLER
TTQX	903852	07-Aug-92	UPL90470	CHRYSLER
TTQX	802097		UPL90471	CHRYSLER
TTQX	800310		UPL90472	CHRYSLER
TTQX	802833		UPL90473	CHRYSLER
TTQX	802022		UPL90474	CHRYSLER
TTQX	800363		UPL90475	CHRYSLER
TTQX	860199		UPL90476	CHRYSLER
TTQX	908186		UPL90477	CHRYSLER
TTQX	800293		UPL90478	CHRYSLER
TTQX	860245		UPL90479	CHRYSLER
TTQX	860265		UPL90480	CHRYSLER
TTQX	802900		UPL90481	CHRYSLER
TTQX	800042		UPL90482	CHRYSLER
TTQX	802114		UPL90483	CHRYSLER
TTQX	860234		UPL90484	CHRYSLER
TTQX	801999		UPL90485	CHRYSLER
TTQX	860205		UPL90486	CHRYSLER
TTQX	901833		UPL90487	CHRYSLER
TTQX	802118		UPL90413	CHRYSLER
TTQX	801995		UPL90414	CHRYSLER
TTQX	802111		UPL90418	CHRYSLER

CHAPMAN AND CUTLER

EXHIBIT C

(Rebuilt Refrigerator Cars Road/Serial Numbers)

UPFE	462867	UPFE	462899
UPFE	462868	UPFE	462900
UPFE	462869	UPFE	462901
UPFE	462874	UPFE	462902
UPFE	462875	UPFE	462904
UPFE	462876	UPFE	462651
UPFE	462880	UPFE	462652
UPFE	462881	UPFE	462653
UPFE	462882	UPFE	462654
UPFE	462883	UPFE	462655
UPFE	462884	UPFE	462656
UPFE	462885	UPFE	462657
UPFE	462886	UPFE	462658
UPFE	462887	UPFE	462659
UPFE	462888	UPFE	462660
UPFE	462889	UPFE	462661
UPFE	462890	UPFE	462662
UPFE	462891	UPFE	462663
UPFE	462892	UPFE	462664
UPFE	462893	UPFE	462665
UPFE	462894	UPFE	462666
UPFE	462895	UPFE	462667
UPFE	462896	UPFE	462668
UPFE	462897	UPFE	462669
UPFE	462898	UPFE	462670

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LEASE AND INDENTURE SUPPLEMENT NO. 2

REGISTRATION NO. 17841-C  
FILED 1425

Dated as of August 14, 1992

AUG 14 1992 -11 55 AM

By and Among

INTERSTATE COMMERCE COMMISSION

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION,  
not in its individual capacity but solely  
as Trustee, as the Lessor and as the Owner Trustee,

UNION PACIFIC RAILROAD COMPANY,  
as the Lessee

and

MERIDIAN TRUST COMPANY,  
as the Indenture Trustee

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CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND TO THE UNITS COVERED HEREBY ON THE PART OF FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, AS THE OWNER TRUSTEE, HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERIDIAN TRUST COMPANY, AS THE INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT DATED AS OF JUNE 15, 1992. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 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. 2 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERIDIAN TRUST COMPANY, AS THE 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

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## LEASE AND INDENTURE SUPPLEMENT NO. 2

THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 (this "*Lease and Indenture Supplement*"), dated as of August 14, 1992, by and among FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement (as hereinafter defined) (the "*Lessor*" or the "*Owner Trustee*"); UNION PACIFIC RAILROAD COMPANY, a Utah corporation (the "*Lessee*"); and MERIDIAN TRUST COMPANY, a trust company organized under the laws of Pennsylvania, in its capacity as Indenture Trustee under the Indenture (as hereinafter defined) (the "*Indenture Trustee*");

### WITNESSETH THAT

WHEREAS, the Lessor, the Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement dated as of June 15, 1992 (the "*Participation Agreement*"); the Lessor and the Lessee have heretofore entered into a Lease Agreement dated as of June 15, 1992 (the "*Lease*"); and the Indenture Trustee and the Owner Trustee have heretofore entered into an Indenture and Security Agreement dated as of June 15, 1992 (the "*Indenture*") (capitalized terms used herein and not defined herein shall have the respective meanings assigned to them in the Lease or, if they are not defined in the Lease, in the Participation Agreement); and

WHEREAS, the Participation Agreement and the Lease provide that on each Funding Date each of the applicable Sellers shall deliver to the Owner Trustee a Bill of Sale dated such Funding Date by which such Sellers bargain, convey, assign, set over, sell and deliver to the Owner Trustee, and the Owner Trustee purchases and accepts from such Sellers, the Units to be conveyed on such Funding Date, and such a Bill of Sale has been delivered by the applicable Sellers and accepted by the Owner Trustee as of the date hereof; and

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 Units under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof and subjecting such Units to the lien of the Indenture;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

*Section 1.* The Lessor hereby delivers and leases to the Lessee, and the Lessee hereby accepts and leases from the Lessor, under the Lease as heretofore supplemented by Lease and Indenture Supplement No. 1 and as hereby supplemented, the Units listed on *Schedule 1* attached hereto.

*Section 2.* The Lessee hereby confirms to the Lessor and the Indenture Trustee that the Lessee has accepted such Units for all purposes hereof and of the Lease as meeting

and being in compliance in all material respects with the statement of specifications applicable to such Units attached to the Participation Agreement as *Schedule 3*, and in good working order and in conformance with all provisions of the Lease.

*Section 3.* The aggregate amount of Lessor's Cost of the Units leased hereunder and the amount of the Lessor's Cost of each Unit leased hereunder are as set forth on *Schedule 1* attached hereto. The Basic Rent percentages, Termination Value percentages, Stipulated Loss Value percentages and Early Buy-Out Price percentages set forth, respectively, on Schedules 1B, 2B, 3B and 4B attached hereto shall be applicable with respect to the Units leased hereunder on the date hereof and Schedules 1, 2, 3 and 4 to the Lease are hereby deleted in their entirety and replaced, respectively, with Schedules 1B, 2B, 3B and 4B attached hereto. The percentages set forth on Schedules 1C, 2C, 3C, 4C and 5C attached hereto shall be applicable with respect to the Series A Notes, Series B Notes, Series C Notes, Series D Notes and Series E Notes, respectively, issued on the date hereof and Schedules 1, 2, 3, 4 and 5 to the Indenture are hereby deleted in their entirety and replaced, respectively, with Schedules 1C, 2C, 3C, 4C and 5C attached hereto.

*Section 4.* The Lessee hereby confirms its agreement to pay Rent to the Lessor for each Unit leased under the Lease and hereunder, all as provided in the Lease as amended and supplemented by this Lease and Indenture Supplement.

*Section 5.* The Fixed Purchase Price for each Unit of Type E Equipment leased hereunder is \$566.18.

*Section 6.* In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes of each series issued on the date hereof and 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 Units listed on *Schedule 1* attached hereto and (ii) the Lease and this Lease and Indenture Supplement, in each case excluding Excepted Property and Excepted Rights (as defined in the Indenture), to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever. To the extent, if any, that this Lease and Indenture Supplement 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 may be created through the transfer or possession of any counterpart other than the original counterpart that contains the receipt therefor executed by the Indenture Trustee on or immediately following the signature page thereof.

*Section 7.* All of the provisions of the Lease and the Indenture, as heretofore amended and supplemented and as further amended and supplemented by this Lease and Indenture Supplement, are hereby ratified and confirmed and shall, as so amended and supplemented, remain in full force and effect. From and after the date hereof, all references in any document or instrument to the Lease shall mean the Lease as heretofore amended and supplemented and as further amended and supplemented by this Lease and Indenture Supplement, and all references in any document or instrument to the Indenture shall mean

the Indenture as heretofore amended and supplemented and as further amended and supplemented by this Lease and Indenture Supplement.

*Section 8.* 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.

*Section 9.* This Lease and Indenture Supplement shall in all respects be governed by, and construed in accordance with, the law of the State of Utah (excluding the laws applicable to conflicts or choice of law), including all matters of construction, validity and performance.

*Section 10.* Although this Lease and Indenture Supplement is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth adjacent to the corresponding signatures hereto, and when executed by all of the parties hereto, this Lease and Indenture Supplement shall be effective on, and shall not be binding upon any of the parties hereto until, the latest of such dates.

IN WITNESS WHEREOF, the parties hereto have caused this Lease and Indenture Supplement to be duly executed by their respective officers thereunto duly authorized on the respective dates set forth below.

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not in its individual capacity but solely as the Owner Trustee, as the Owner Trustee and the Lessor

[CORPORATE SEAL]

By Nancy M. Dahl  
Name: Nancy M. Dahl  
Title: Assistant Vice President

Executed on this 6th day of August, 1992

UNION PACIFIC RAILROAD COMPANY, as the Lessee

[CORPORATE SEAL]

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

Executed on this \_\_\_ day of August, 1992

MERIDIAN TRUST COMPANY, as Indenture Trustee

[CORPORATE SEAL]

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

Executed on this \_\_\_ day of August, 1992

IN WITNESS WHEREOF, the parties hereto have caused this Lease and Indenture Supplement to be duly executed by their respective officers thereunto duly authorized on the respective dates set forth below.

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not in its individual capacity but solely as the Owner Trustee, as the Owner Trustee and the Lessor

[CORPORATE SEAL]

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

Executed on this \_\_\_ day of August, 1992

UNION PACIFIC RAILROAD COMPANY, as the Lessee

[CORPORATE SEAL]

By Carl von Bernuth  
Name: Carl von Bernuth  
Title: Vice President

Executed on this 5th day of August, 1992

MERIDIAN TRUST COMPANY, as Indenture Trustee

[CORPORATE SEAL]

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

Executed on this \_\_\_ day of August, 1992

IN WITNESS WHEREOF, the parties hereto have caused this Lease and Indenture Supplement to be duly executed by their respective officers thereunto duly authorized on the respective dates set forth below.

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not in its individual capacity but solely as the Owner Trustee, as the Owner Trustee and the Lessor

[CORPORATE SEAL]

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

Executed on this \_\_\_\_ day of August, 1992

UNION PACIFIC RAILROAD COMPANY, as the Lessee

[CORPORATE SEAL]

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

Executed on this \_\_\_\_ day of August, 1992

MERIDIAN TRUST COMPANY, as Indenture Trustee

[CORPORATE SEAL]

By Michael G. Ruppel  
Name: Michael G. Ruppel  
Title: Account Officer

Executed on this 14<sup>th</sup> day of August, 1992

Receipt of this original counterpart of this Lease and Indenture Supplement No. 2 is hereby acknowledged this \_\_\_\_ day of August, 1992.

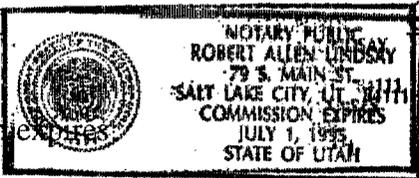
MERIDIAN TRUST COMPANY, as Indenture  
Trustee

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

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 6th day of August, 1992, before me personally appeared Nancy M. Dahl, to me personally known, who being by me duly sworn, says that he or she is the Assistant Vice President of First Security Bank of Utah, National Association, that the seal affixed to the foregoing instrument is the seal of said association, that said instrument was signed and sealed on August 6, 1992 on behalf of said association by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

[NOTARY SEAL]



My commission expires:

Robert Allen Lindsay  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of August, 1992, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he or she is the \_\_\_\_\_ of Union Pacific Railroad Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on August \_\_\_\_, 1992 on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARY SEAL]

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

My commission expires:



STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of August, 1992, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he or she is the \_\_\_\_\_ of First Security Bank of Utah, National Association, that the seal affixed to the foregoing instrument is the seal of said association, that said instrument was signed and sealed on August \_\_\_\_, 1992 on behalf of said association by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

[NOTARY SEAL]

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

My commission expires:

COMMONWEALTH

~~STATE~~ OF Pennsylvania )  
 ) SS  
COUNTY OF Lehigh )

On this 5th day of August, 1992, before me personally appeared Carl von Bernuth, to me personally known, who being by me duly sworn, says that he or she is the Vice President of Union Pacific Railroad Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on August 5th, 1992 on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARY SEAL]

Kathleen F. Owens  
Notary Public

My commission expires:

Notarial Seal  
Kathleen F. Owens, Notary Public  
Bethlehem, Northampton County  
My Commission Expires Oct. 19, 1992

Member, Pennsylvania Association of Notaries



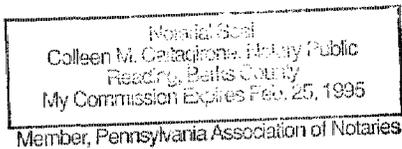
STATE OF PENNSYLVANIA )  
 ) SS  
COUNTY OF Berks )

On this 14<sup>th</sup> day of August, 1992, before me personally appeared Michael G. Ruppel to me personally known, who being by me duly sworn, says that he or she is the Account Officer of Meridian Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on August 11<sup>th</sup>, 1992 on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARY SEAL]

Colleen M. Callaghan  
Notary Public

My commission expires:



**SCHEDULE OF UNITS TO BE DELIVERED**

TYPE	NUMBER	ROAD/SERIAL NUMBERS	LESSOR'S COST
Tank Containers	76	UPTU 660071 UPTU 660073-660145, inclusive UPTU 660147-660148, inclusive	\$2,549,993.80; \$33,552.54/unit
Auto Racks Trilevels	77	Various — See Exhibit A	\$3,821,202; \$49,622/unit
Rebuilt Refrigerator Cars	50	Various — See Exhibit B	\$1,483,3000; \$29,666/unit
Waste Containers	133	30631-30684 35232-35291 37231-37249	\$ 753,014; \$5,661.76/unit

## EXHIBIT A

(Tri-Level Auto Racks)

CAR MARK	CAR NUMBER	SHIP DATE	RACK NUMBER	SERVICE
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TTQX	802843	23-Jul-92	UPL90411	CHRYSLER
TTQX	802840	28-Jul-92	UPL90412	CHRYSLER
TTQX	802858	28-Jul-92	UPL90415	CHRYSLER
TTQX	801996	28-Jul-92	UPL90416	CHRYSLER
TTQX	801987	28-Jul-92	UPL90417	CHRYSLER
TTQX	802754	28-Jul-92	UPL90419	CHRYSLER
TTQX	802091	28-Jul-92	UPL90422	CHRYSLER
TTQX	803050	28-Jul-92	UPL90423	CHRYSLER
TTQX	800047	29-Jul-92	UPL90420	CHRYSLER
TTQX	802079	29-Jul-92	UPL90424	CHRYSLER
TTQX	908460	29-Jul-92	UPL90426	CHRYSLER
TTQX	802050	29-Jul-92	UPL90429	CHRYSLER
TTQX	907445	30-Jul-92	UPL90421	CHRYSLER
TTQX	802085	30-Jul-92	UPL90425	CHRYSLER
TTQX	905641	30-Jul-92	UPL90427	CHRYSLER
TTQX	802539	30-Jul-92	UPL90428	CHRYSLER
TTQX	802828	30-Jul-92	UPL90430	CHRYSLER
TTQX	802076	30-Jul-92	UPL90432	CHRYSLER
TTQX	802650	30-Jul-92	UPL90433	CHRYSLER
TTQX	801900	30-Jul-92	UPL90436	CHRYSLER
TTQX	803156	30-Jul-92	UPL90437	CHRYSLER
TTQX	802859	31-Jul-92	UPL90435	CHRYSLER
TTQX	802086	31-Jul-92	UPL90438	CHRYSLER
TTQX	802831	31-Jul-92	UPL90439	CHRYSLER
TTQX	802098	31-Jul-92	UPL90440	CHRYSLER
TTQX	802487	31-Jul-92	UPL90441	CHRYSLER
TTQX	860193	31-Jul-92	UPL90442	CHRYSLER
TTQX	802946	31-Jul-92	UPL90443	CHRYSLER
TTQX	802041	31-Jul-92	UPL90447	CHRYSLER
TTQX	800243	03-Aug-92	UPL90445	CHRYSLER
TTQX	802546	03-Aug-92	UPL90446	CHRYSLER
TTQX	800468	03-Aug-92	UPL90448	CHRYSLER
TTQX	800399	03-Aug-92	UPL90452	CHRYSLER
TTQX	800050	04-Aug-92	UPL90431	CHRYSLER
TTQX	803145	04-Aug-92	UPL90434	CHRYSLER
TTQX	803261	04-Aug-92	UPL90444	CHRYSLER
TTQX	802497	04-Aug-92	UPL90449	CHRYSLER
TTQX	905883	04-Aug-92	UPL90450	CHRYSLER
TTQX	908486	04-Aug-92	UPL90451	CHRYSLER
TTQX	802848	04-Aug-92	UPL90453	CHRYSLER
TTQX	802504	05-Aug-92	UPL90454	CHRYSLER
TTQX	802938	05-Aug-92	UPL90455	CHRYSLER
TTQX	802101	05-Aug-92	UPL90456	CHRYSLER
TTQX	802126	05-Aug-92	UPL90457	CHRYSLER
TTQX	803028	05-Aug-92	UPL90458	CHRYSLER
TTQX	803032	05-Aug-92	UPL90459	CHRYSLER
TTQX	802861	05-Aug-92	UPL90460	CHRYSLER
TTQX	802815	06-Aug-92	UPL90461	CHRYSLER

CAR MARK ----	CAR NUMBER -----	SHIP DATE ----	RACK NUMBER -----	SERVICE -----
TTQX	800330	06-Aug-92	UPL90462	CHRYSLER
TTQX	905590	06-Aug-92	UPL90463	CHRYSLER
TTQX	802044	06-Aug-92	UPL90464	CHRYSLER
TTQX	802026	06-Aug-92	UPL90465	CHRYSLER
TTQX	860224	07-Aug-92	UPL90466	CHRYSLER
TTQX	802110	06-Aug-92	UPL90467	CHRYSLER
TTQX	904207	06-Aug-92	UPL90468	CHRYSLER
TTQX	901535	07-Aug-92	UPL90469	CHRYSLER
TTQX	903852	07-Aug-92	UPL90470	CHRYSLER
TTQX	802097		UPL90471	CHRYSLER
TTQX	800310		UPL90472	CHRYSLER
TTQX	802833		UPL90473	CHRYSLER
TTQX	802022		UPL90474	CHRYSLER
TTQX	800363		UPL90475	CHRYSLER
TTQX	860199		UPL90476	CHRYSLER
TTQX	908186		UPL90477	CHRYSLER
TTQX	800293		UPL90478	CHRYSLER
TTQX	860245		UPL90479	CHRYSLER
TTQX	860265		UPL90480	CHRYSLER
TTQX	802900		UPL90481	CHRYSLER
TTQX	800042		UPL90482	CHRYSLER
TTQX	802114		UPL90483	CHRYSLER
TTQX	860234		UPL90484	CHRYSLER
TTQX	801999		UPL90485	CHRYSLER
TTQX	860205		UPL90486	CHRYSLER
TTQX	901833		UPL90487	CHRYSLER
TTQX	802118		UPL90413	CHRYSLER
TTQX	801995		UPL90414	CHRYSLER
TTQX	802111		UPL90418	CHRYSLER