

CHAPMAN AND CUTLER

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1877-1943  
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Salt Lake City, Utah 84144  
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17841-D  
RECORDED BY

SEP 29 1992 11:05 AM

September 28, 1992

2-273A019

INTERSTATE COMMERCE COMMISSION

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

17841-D

SEP 28 11 22 AM '92  
FEDERAL BUREAU OF INVESTIGATION

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

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.

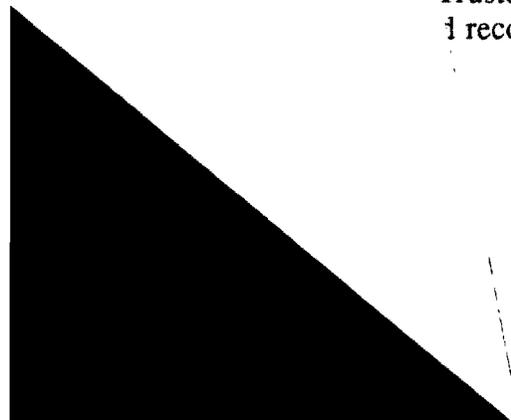
The enclosed secondary document is as follows:

Lease and Indenture Supplement No. 3, dated as of September 30, 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. 3 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

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

Counterparts - [Signature]



Law Offices of  
CHAPMAN AND CUTLER

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

LEASE AND INDENTURE SUPPLEMENT NO. 3

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. 3 provides, *inter alia*, for the Lease Agreement and the Indenture and Security Agreement to apply to the 30 portable tank containers, the 35 rebuilt mechanical refrigerated boxcars and the 129 intermodal waste containers bearing the road numbers set forth in Schedule 1 to Lease and Indenture Supplement No. 3, 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. 3 is as follows:

Thirty-five 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 30 portable tank containers and 129 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:

Law Offices of  
CHAPMAN AND CUTLER

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

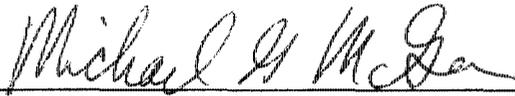
A short summary of the document to appear in the index follows:

Lease and Indenture Supplement No. 3 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 30 portable tank containers, the 35 rebuilt mechanical refrigerated boxcars and the 129 intermodal waste containers bearing the road numbers set forth in Schedule 1 to such Lease and Indenture Supplement No. 3, namely road numbers set forth in Exhibit A. Lease and Indenture Supplement No. 3 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

Law Offices of  
CHAPMAN AND CUTLER

**EXHIBIT A**

TYPE	NUMBER	ROAD/SERIAL NUMBERS
Tank Containers	30	UPTU 660146, UPTU 660149 - UPTU 660169, inclusive, UPTU 660171 - UPTU 660177, inclusive, UPTU 660182
Rebuilt Refrigerator Cars	35	UPFE 462671 - UPFE 462686, inclusive, UPFE 462689, UPFE 462903, UPFE 462905 - UPFE 462921, inclusive
Waste Containers	129	30685-30728, 35292-35316, 0283- 0287, 0289-0321, 0323-0344

# Interstate Commerce Commission

Washington, D.C. 20423

9/29/92

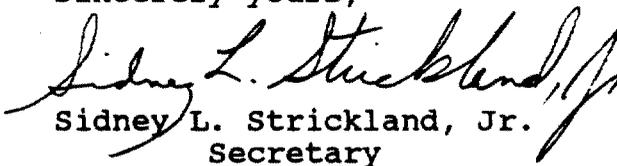
OFFICE OF THE SECRETARY

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

Dear Sirs

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/29/92 at 11:25AM, and assigned recordation number(s). 17341-D

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

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LEASE AND INDENTURE SUPPLEMENT NO. 3

Dated as of September 30, 1992

By and Among

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

---

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 3 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. 3 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. 3 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. 3

THIS LEASE AND INDENTURE SUPPLEMENT NO. 3 (this "*Lease and Indenture Supplement*"), dated as of September 30, 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 Lease and Indenture Supplement No. 2 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 1, 2, 3 and 4 to the Lease shall be applicable with respect to the Units leased hereunder on the date hereof.

*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 \$607.19.

*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 21st day of September, 1992

UNION PACIFIC RAILROAD COMPANY, as the Lessee

[CORPORATE SEAL]

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

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

MERIDIAN TRUST COMPANY, as Indenture Trustee

[CORPORATE SEAL]

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

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

UNION PACIFIC RAILROAD COMPANY, as the Lessee

[CORPORATE SEAL]

By Carl von Bernuth

Name: Carl von Bernuth

Title: Vice President

Executed on this 23<sup>rd</sup> day of September, 1992

MERIDIAN TRUST COMPANY, as Indenture Trustee

[CORPORATE SEAL]

By \_\_\_\_\_

Name:

Title:

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

UNION PACIFIC RAILROAD COMPANY, as the Lessee

[CORPORATE SEAL]

By \_\_\_\_\_

Name:

Title:

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

MERIDIAN TRUST COMPANY, as Indenture Trustee

[CORPORATE SEAL]

By Michael G. Ruppel

Name: Michael G. Ruppel

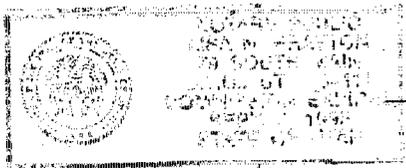
Title: Account Officer

Executed on this 24<sup>th</sup> day of September, 1992

STATE OF Utah )  
 ) SS  
COUNTY OF SALT LAKE )

On this 21<sup>st</sup> day of September, 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~~ 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 September 21<sup>st</sup>, 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]



Yuse N. Branton  
Notary Public

My commission expires: Sept. 5<sup>th</sup> 1995

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

On this \_\_\_\_\_ day of September, 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 September \_\_\_\_, 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 September, 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 September \_\_, 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:

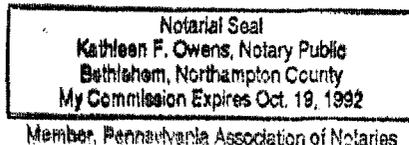
COMMONWEALTH  
STATE OF Pennsylvania )  
 ) SS  
COUNTY OF Lehigh )

On this 23rd day of September, 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 September 23, 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:



STATE OF PENNSYLVANIA )  
 ) SS  
COUNTY OF BERKS )

On this 24th day of September, 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 September 24, 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. Cattagione  
Notary Public

My commission expires:

Notarial Seal  
Colleen M. Cattagione, Notary Public  
Reading, Berks County  
My Commission Expires Feb. 27, 1995  
Member, Pennsylvania Association of Notaries

**SCHEDULE OF UNITS TO BE DELIVERED**

<b>TYPE</b>	<b>NUMBER</b>	<b>ROAD/SERIAL NUMBERS</b>	<b>LESSOR'S COST</b>
Tank Containers	30	UPTU 660146, UPTU 660149 - UPTU 660169, inclusive, UPTU 660171 - UPTU 660177, inclusive, UPTU 660182	\$1,006,576.50; \$33,552.55/unit
Rebuilt Refrigerator Cars	35	UPFE 462671 - UPFE 462686, inclusive, UPFE 462689, UPFE 462903, UPFE 462905 - UPFE 462921, inclusive	\$1,038,310.00; \$29,666.00/unit
Waste Containers	129	30685-30728, 35292-35316, 0283-0287, 0289-0321, 0323- 0344	\$783,272.00; \$6,071.88/unit

**SCHEDULE 1**  
**(to Lease and Indenture Supplement No. 3)**

## EARLY BUY-OUT PRICE

(Amounts expressed as a percentage of Lessor's Cost)

Type A Equipment Early Buy-Out Price = 50.15%

Type B Equipment Early Buy-Out Price = 41.24%

Type C Equipment Early Buy-Out Price = 51.51%

Type D Equipment Early Buy-Out Price = 48.51%

SCHEDULE 4B

(to Lease and Indenture Supplement No. 2)

## LOAN AMORTIZATION

### Type A Equipment

(Amounts expressed as a percentage of original principal amount of Series A Note)

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Dec 30 1992	0.00000	1.99843	1.99843	100.00000
Jun 30 1993	0.00000	3.89500	3.89500	100.00000
Dec 30 1993	3.78649	3.89500	7.68149	96.21351
Jun 30 1994	0.00000	3.74752	3.74752	96.21351
Dec 30 1994	4.08145	3.74752	7.82897	92.13206
Jun 30 1995	0.00000	3.58854	3.58854	92.13206
Dec 30 1995	4.39940	3.58854	7.98794	87.73266
Jun 30 1996	0.00000	3.41719	3.41719	87.73266
Dec 30 1996	4.74211	3.41719	8.15930	82.99055
Jun 30 1997	0.00000	3.23248	3.23248	82.99055
Dec 30 1997	5.11152	3.23248	8.34400	77.87902
Jun 30 1998	0.00000	3.03339	3.03339	77.87902
Dec 30 1998	4.12844	3.03339	7.16183	73.75058
Jun 30 1999	0.00000	2.87259	2.87259	73.75058
Dec 30 1999	5.23124	2.87259	8.10382	68.51934
Jun 30 2000	9.16850	2.66883	11.83732	59.35085
Dec 30 2000	0.00000	2.31172	2.31172	59.35085
Jun 30 2001	9.91167	2.31172	12.22338	49.43918
Dec 30 2001	0.00000	1.92566	1.92566	49.43918
Jun 30 2002	10.71508	1.92566	12.64074	38.72410
Dec 30 2002	0.00000	1.50830	1.50830	38.72410
Jun 30 2003	11.58361	1.50830	13.09192	27.14049
Dec 30 2003	0.00000	1.05712	1.05712	27.14049
Jun 30 2004	0.00000	1.05712	1.05712	27.14049
Dec 30 2004	0.00000	1.05712	1.05712	27.14049
Jun 30 2005	0.92441	1.05712	1.98154	26.21607
Dec 30 2005	0.00000	1.02112	1.02112	26.21607
Jun 30 2006	12.59748	1.02112	13.61860	13.61860
Dec 30 2006	0.00000	0.53044	0.53044	13.61860
Jun 30 2007	13.61860	0.53044	14.14904	0.00000

## LOAN AMORTIZATION

### Type B Equipment

(Amounts expressed as a percentage of original principal amount of Series B Note)

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Dec 30 1992	0.00000	2.77978	2.77978	100.00000
Jun 30 1993	0.00000	3.89500	3.89500	100.00000
Dec 30 1993	4.47388	3.89500	8.36888	95.52612
Jun 30 1994	0.00000	3.72074	3.72074	95.52612
Dec 30 1994	4.82240	3.72074	8.54314	90.70372
Jun 30 1995	0.00000	3.53291	3.53291	90.70372
Dec 30 1995	5.19806	3.53291	8.73097	85.50565
Jun 30 1996	0.00000	3.33045	3.33045	85.50565
Dec 30 1996	5.60299	3.33045	8.93344	79.90266
Jun 30 1997	0.00000	3.11221	3.11221	79.90266
Dec 30 1997	6.03947	3.11221	9.15168	73.86319
Jun 30 1998	0.00000	2.87697	2.87697	73.86319
Dec 30 1998	6.50994	2.87697	9.38691	67.35325
Jun 30 1999	0.00000	2.62341	2.62341	67.35325
Dec 30 1999	6.80313	2.62341	9.42654	60.55012
Jun 30 2000	0.00000	2.35843	2.35843	60.55012
Dec 30 2000	5.72950	2.35843	8.08792	54.82062
Jun 30 2001	9.26158	2.13526	11.39684	45.55904
Dec 30 2001	0.00000	1.77452	1.77452	45.55904
Jun 30 2002	11.90380	1.77452	13.67832	33.65524
Dec 30 2002	0.00000	1.31087	1.31087	33.65524
Jun 30 2003	12.86868	1.31087	14.17956	20.78656
Dec 30 2003	0.00000	0.80964	0.80964	20.78656
Jun 30 2004	13.91178	0.80964	14.72142	6.87478
Dec 30 2004	0.00000	0.26777	0.26777	6.87478
Jun 30 2005	0.00000	0.26777	0.26777	6.87478
Dec 30 2005	6.87478	0.26777	7.14255	0.00000

## LOAN AMORTIZATION

### Type C Equipment

(Amounts expressed as a percentage of original principal amount of Series C Note)

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Dec 30 1992	0.00000	3.42674	3.42674	100.00000
Jun 30 1993	0.00000	3.89500	3.89500	100.00000
Dec 30 1993	5.79191	3.89500	9.68691	94.20809
Jun 30 1994	0.00000	3.66940	3.66940	94.20809
Dec 30 1994	6.24310	3.66940	9.91251	87.96498
Jun 30 1995	0.00000	3.42624	3.42624	87.96498
Dec 30 1995	6.72944	3.42624	10.15568	81.23554
Jun 30 1996	0.00000	3.16412	3.16412	81.23554
Dec 30 1996	7.25366	3.16412	10.41779	73.98188
Jun 30 1997	0.00000	2.88159	2.88159	73.98188
Dec 30 1997	7.81873	2.88159	10.70032	66.16315
Jun 30 1998	11.90990	2.57705	14.48695	54.25326
Dec 30 1998	0.00000	2.11316	2.11316	54.25326
Jun 30 1999	12.87528	2.11316	14.98844	41.37798
Dec 30 1999	0.00000	1.61167	1.61167	41.37798
Jun 30 2000	13.91891	1.61167	15.53059	27.45906
Dec 30 2000	0.00000	1.06953	1.06953	27.45906
Jun 30 2001	2.29113	1.06953	3.36066	25.16793
Dec 30 2001	0.00000	0.98029	0.98029	25.16793
Jun 30 2002	15.23285	0.98029	16.21314	9.93508
Dec 30 2002	0.00000	0.38697	0.38697	9.93508
Jun 30 2003	9.93508	0.38697	10.32205	0.00000

## LOAN AMORTIZATION

### Type D Equipment

(Amounts expressed as a percentage of original principal amount of Series D Note)

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Dec 30 1992	0.00000	2.34004	2.34004	100.00000
Jun 30 1993	0.00000	3.89500	3.89500	100.00000
Dec 30 1993	3.88225	3.89500	7.77725	96.11775
Jun 30 1994	0.00000	3.74379	3.74379	96.11775
Dec 30 1994	4.18468	3.74379	7.92847	91.93307
Jun 30 1995	0.00000	3.58079	3.58079	91.93307
Dec 30 1995	4.51067	3.58079	8.09146	87.42240
Jun 30 1996	0.00000	3.40510	3.40510	87.42240
Dec 30 1996	4.86205	3.40510	8.26715	82.56036
Jun 30 1997	0.00000	3.21573	3.21573	82.56036
Dec 30 1997	5.24080	3.21573	8.45653	77.31956
Jun 30 1998	0.00000	3.01160	3.01160	77.31956
Dec 30 1998	5.64906	3.01160	8.66066	71.67050
Jun 30 1999	0.00000	2.79157	2.79157	71.67050
Dec 30 1999	8.68295	2.79157	11.47452	62.98754
Jun 30 2000	9.73868	2.45336	12.19204	53.24886
Dec 30 2000	0.00000	2.07404	2.07404	53.24886
Jun 30 2001	10.52807	2.07404	12.60211	42.72080
Dec 30 2001	0.00000	1.66398	1.66398	42.72080
Jun 30 2002	11.38144	1.66398	13.04542	31.33935
Dec 30 2002	0.00000	1.22067	1.22067	31.33935
Jun 30 2003	12.30399	1.22067	13.52466	19.03536
Dec 30 2003	0.00000	0.74143	0.74143	19.03536
Jun 30 2004	9.32317	0.74143	10.06459	9.71220
Dec 30 2004	0.00000	0.37829	0.37829	9.71220
Jun 30 2005	9.71220	0.37829	10.09049	0.00000

## LOAN AMORTIZATION

### Type E Equipment

(Amounts expressed as a percentage of original principal amount of Series E Note)

<u>Date</u>	<u>Principal Repayment</u>	<u>Interest Amount</u>	<u>Total Debt Service</u>	<u>Loan Balance</u>
Dec 30 1992	0.00000	2.31266	2.31266	100.00000
Jun 30 1993	0.00000	3.89500	3.89500	100.00000
Dec 30 1993	10.81452	3.89500	14.70952	89.18548
Jun 30 1994	0.00000	3.47377	3.47377	89.18548
Dec 30 1994	12.50803	3.47377	15.98181	76.67745
Jun 30 1995	0.00000	2.98659	2.98659	76.67745
Dec 30 1995	13.48241	2.98659	16.46900	63.19504
Jun 30 1996	0.00000	2.46145	2.46145	63.19504
Dec 30 1996	18.85615	2.46145	21.31760	44.33889
Jun 30 1997	21.14879	1.72700	22.87579	23.19010
Dec 30 1997	0.00000	0.90325	0.90325	23.19010
Jun 30 1998	22.86305	0.90325	23.76631	0.32704
Dec 30 1998	0.00000	0.01274	0.01274	0.32704
Jun 30 1999	0.32704	0.01274	0.33978	0.00000

CHAPMAN AND CUTLER

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

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2 North Central Avenue  
Phoenix, Arizona 85004  
(602) 256-4060

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

December 11, 1992

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

2-345A019  
RECORDED IN 17841-E  
DEC 10 1992 - 11 03 AM  
INTERSTATE COMMERCE COMMISSION  
17841-E

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

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. 4, dated as of December 11, 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. 4 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 and initials on the left margin]*

CHAPMAN AND CUTLER

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

LEASE AND INDENTURE SUPPLEMENT NO. 4

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. 4 provides, *inter alia*, for the Lease Agreement and the Indenture and Security Agreement to apply to the 63 portable tank containers, the 80 bi-level autoracks, the 91 rebuilt mechanical refrigerated boxcars and the 203 intermodal waste containers bearing the road numbers set forth in Schedule 1 to Lease and Indenture Supplement No. 4, 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. 4 is as follows:

80 bi-level autoracks and 91 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 63 portable tank containers and 203 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. 4 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 December 11, 1992, covering the 63 portable tank containers, the 80 bi-level autoracks, the 91 rebuilt mechanical refrigerated boxcars and the 203 intermodal waste containers bearing the road numbers set forth in Schedule 1 to such Lease and Indenture Supplement No. 4, namely road numbers set forth in Exhibit A. Lease and Indenture Supplement No. 4 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  
Michael G. McGee

MGM/b  
Enclosure

Interstate Commerce Commission  
Washington, D.C. 20423

12/10/92

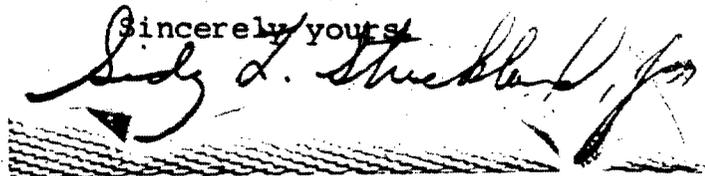
OFFICE OF THE SECRETARY

Michael G. McGee, Esq.  
Chapman & Cutler  
111 West Monroe St  
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 12/10/92 at 11:05 , and assigned re-  
recording number(s). 17841-E

Sincerely yours



Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SE-30  
(7/79)

## CHAPMAN AND CUTLER

## EXHIBIT A

## SCHEDULE OF UNITS TO BE DELIVERED

TYPE	NUMBER	ROAD/SERIAL NUMBERS
Tank Containers	63	UPTU 660178 - UPTU 660181 inclusive UPTU 660183 UPTU 660170 UPTU 660184 - UPTU 660221 inclusive UPTU 660326 - UPTU 660340 inclusive UPTU 660342 - UPTU 660344 inclusive UPTU 660346
Bi-level Autoracks	80	See Exhibit B hereto
Rebuilt Refrigerator Cars	91	UPFE 462922 - UPFE 462974 inclusive UPFE 462687 UPFE 462688 UPFE 462690 - UPFE 462725 inclusive
Waste Containers	203	30729 - 30741 inclusive 410322 410345 - 410390 inclusive 410391 - 410532 inclusive 410288

CHAPMAN AND CUTLER

EXHIBIT B

RACK  
NUMBER  
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RACK  
NUMBER  
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UPL90488  
UPL90489  
UPL90490  
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