

# Union Pacific Corporation



Jack E. Jerrett  
Senior Corporate Attorney

December 28, 1992

RECORDATION NO. 10612-E FILED 1425

DEC 30 1992-10 55 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. 4 of 1979**

Dear Sir:

I enclosed for recording under Section 11303 of Title 49 of the United States Code, four executed originals of a Fifth Supplemental Agreement, dated as of December 28, 1992 (the "Supplemental Agreement"), between Union Pacific Railroad Company (the "Company") and Morgan Guaranty Trust Company of New York, 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, 1979 and assigned Recordation No. 10612.

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

TRUSTEE - LESSOR:	Morgan Guaranty Trust Company of New York 60 Wall Street New York, NY 10260
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:

*Handwritten signatures and initials on the left margin.*

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

FIFTH SUPPLEMENTAL AGREEMENT

BETWEEN

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE  
AND UNION PACIFIC RAILROAD COMPANY

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RECORDATION NO. 10612-F  
FILED 125

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INTERSTATE COMMERCE COMMISSION

This FIFTH SUPPLEMENTAL AGREEMENT, dated as of December 28, 1992, is between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York Trust Company, as trustee (hereinafter called the Trustee), and UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called 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 June 1, 1979, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on July 10, 1979, and assigned Recordation No. 10612 and pursuant to which the Trustee has issued \$20,300,000 aggregate principal amount of Union Pacific Equipment Trust No. 4 of 1979 Equipment Trust Certificates (hereinafter called the Trust Certificates); (ii) a First Supplemental Agreement, dated as of July 1, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 U.S.C. §11303 on August 8, 1979 and assigned Recordation No. 10612-A; (iii) a Second Supplemental Agreement, dated as of May 1, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 U.S.C. §11303 on May 16, 1980 and assigned Recordation No. 10612-B; (iv) a Third Supplemental Agreement, dated as of November 1,

1981, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 U.S.C. §11303 on December 22, 1981 and assigned Recordation No. 10612-C; and (v) a Fourth Supplemental Agreement, dated as of March 16, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 U.S.C. §11303 on April 7, 1989 and assigned Recordation No. 10612-D (such Equipment Trust Agreement, as amended, being hereinafter call the Agreement); and

WHEREAS, certain of the Trust Equipment specifically described in the Agreement has suffered a Casualty Occurrence under Section 4.7 of the Agreement, and the Company has deposited with the Trustee Replacement Funds equal to the Fair Value of such Trust Equipment; and

WHEREAS, the Company desires that the Replacement Funds be used for the purchase of additional Equipment pursuant to Section 4.9 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 8.4 of the Agreement provides that the Company and the Trustee without the consent of the holders of the Trust Certificates may from time to time and at any time enter into an agreement or agreements supplemental to the Agreement for the purpose of making any provisions in regard to matters or questions arising under the Agreement as shall not adversely affect the interests of the holders of the Trust Certificates then outstanding or the rights, duties or immunities of the Trustee; and

WHEREAS, the Company, in accordance with Sections 4.3 and 4.9 of the Agreement, desires to execute and deliver this Supplemental Agreement for the foregoing purpose, represents that such amendment will not adversely affect the interests of the holders of the Trust Certificates, or the rights, duties or

immunities of the Trustee, and requests that the Trustee execute and deliver this Supplemental Agreement;

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 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>
2	100-Ton, 60-Foot Covered Hopper Railcars, Nnumbered UP83166, UP83167	\$28,363.35		\$56,726.70

(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 4.9 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.

(7) The recitals contained in this Supplemental Agreement are made by the Company, and the Trustee has no responsibility therefor or for the sufficiency of this Supplemental Agreement.

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.

MORGAN GUARANTY TRUST  
COMPANY OF NEW YORK,  
as Trustee

(Seal)

By: Helen Z. Chin  
Trust Officer  
Vice President

ATTEST:

Catherine F. Donohue  
Assistant Secretary

UNION PACIFIC RAILROAD COMPANY

(Seal)

By: John E. Dowling  
Vice President

ATTEST:

Whitaker  
Assistant Secretary

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

On the 23<sup>rd</sup> day of December, 1992, before me personally appeared Helen G. Chiu, to me personally known, who, being by me duly sworn, says that she is a ~~Trust Officer~~ <sup>Vice President</sup> of Morgan Guaranty Trust Company of New York, 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.

Alison M. Levchuck  
Notary Public

ALISON M. LEVCHUCK  
Notary Public, State of New York  
No. 4997425  
Qualified in Nassau County  
Commission Expires June 8, 1994

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LEHIGH )

On the 28<sup>th</sup> day of December, 1992, before me personally appeared JOHN E. Dowling, 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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Notarial Seal  
Kathleen F. Owens, Notary Public  
Bethlehem, Lehigh County  
My Commission Expires Oct. 19, 1996  
Member, Pennsylvania Association of Notaries