

Union Pacific Corporation



1-183A020

Jack E Jerrett
Senior Corporate Attorney

July 2, 1991

HAND DELIVERY

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

RECORDATION NO. 17268-A FILED 1991

JUL 2 1991 - 12:30 PM

INTERSTATE COMMERCE COMMISSION

Re: Union Pacific Equipment Trust Series B

Dear Mr. Strickland:

I enclose for recording under Section 11303 of Title 49 of the United States Code, four executed original counterparts of a First Supplemental Agreement, dated as of June 28, 1991 (the "First Supplemental Agreement"), between Union Pacific Railroad Company (the "Company") and Citibank, N.A., as trustee (the "Trustee"). The primary document to which this document is connected is an Equipment Trust Agreement, dated as of March 15, 1991, between the Company and the Trustee, which was filed with the Commission under Recordation No. 17268.

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

TRUSTEE-LESSOR:	Citibank, N.A. 120 Wall Street, 13th Floor New York, New York 10043
GUARANTOR-LESSEE:	Union Pacific Railroad Company Martin Tower Eighth and Eaton Avenues Bethlehem, Pennsylvania 18018

The purpose of the First Supplemental Agreement is to add five additional diesel-electric locomotives

bearing road numbers 9451-9455, inclusive, to the equipment covered by the above-referenced Equipment Trust Agreement. At the time of delivery and thereafter until the Company has fully performed its obligations under the Equipment Trust Agreement as amended by the First Supplemental Agreement, each unit of railroad equipment covered thereby will bear the following marking:

"Union Pacific Equipment Trust Series B;
Citibank, N.A., Trustee, Owner, Lessor."

A short summary of the First Supplemental Agreement to appear in the index follows:

First Supplemental Agreement, dated as of June 28, 1991, between Union Pacific Railroad Company, as lessee, and Citibank, N.A., as trustee and lessor, adding five General Electric Company Dash 8-40CW diesel-electric locomotives, bearing road numbers 9451-9455, inclusive, to the equipment covered by the Equipment Trust Agreement, dated as of March 15, 1991, between the lessee and the trustee/lessor.

After the enclosed document is filed and recorded, kindly return three of the enclosed counterparts to me.

I also enclose a check to the order of the Interstate Commerce Commission in the amount of \$15.00 to cover the fee associated with the filing and recordation of the First Supplemental Agreement.

Please acknowledge your receipt of this letter by stamping and returning to the undersigned the enclosed copy of this letter.

Very truly yours,

A handwritten signature in cursive script that reads "Jack Jonett". The signature is written in black ink and is positioned below the typed name "Jack Jonett".

JEJ:ccm
Enclosures

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

FIRST SUPPLEMENTAL AGREEMENT

~~RECORDED~~ 17268A

BETWEEN

JUL 2 1991 - 12:30 AM

CITIBANK, N.A., TRUSTEE INTERSTATE COMMERCE COMMISSION

AND UNION PACIFIC RAILROAD COMPANY

This FIRST SUPPLEMENTAL AGREEMENT, dated as of June 28, 1991, 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"). Unless otherwise defined herein, terms used in this First 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 an Equipment Trust Agreement, dated as of March 15, 1991, which was filed and recorded pursuant to 49 U.S.C. §11303 on April 1, 1991 and assigned Recordation No. 17268 (such Equipment Trust Agreement being hereinafter referred to as the "Agreement"); and

WHEREAS, pursuant to the Agreement up to \$70,648,200 aggregate principal amount of Union Pacific Equipment Trust Series B Equipment Trust Certificates (the "Trust Certificates") may be issued; and

WHEREAS, Section 9.4 of the Agreement provides that the Company and the Trustee may enter into an agreement or agreements

supplemental hereto for the purpose of making any provision in regard to matters 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 has requested the Trustee, and the Trustee has agreed, to execute this First Supplemental Agreement in order to add certain units of Trust Equipment to the Agreement which addition of units of Trust Equipment shall not adversely affect the interests of the holders of the Trust Certificates outstanding as of the date hereof or the rights, duties or immunities of the Trustee;

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, the parties hereby agree to amend the Agreement as follows:

1. The description of the Trust Equipment set forth in Schedule A to the Agreement is amended to read as follows:

<u>Number of Units</u>	<u>Description</u>	<u>Builder</u>	<u>Cost</u>
50	Dash 8-40CW Diesel Electric Locomotives, numbered 9406- 9455, inclusive	General Electric Company	\$70,648,200

2. The Trust Equipment added by this First Supplemental Agreement shall be treated for all purposes as Trust Equipment under the Agreement as if originally made a part thereof.

3. Except as supplemented hereby, the Agreement shall remain in full force and effect.

4. This First 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.

(Seal)

ATTEST:

Carole Ng
Senior Trust Officer

CITIBANK, N.A.,
as Trustee

By: *[Signature]*
Vice President

(Seal)

ATTEST:

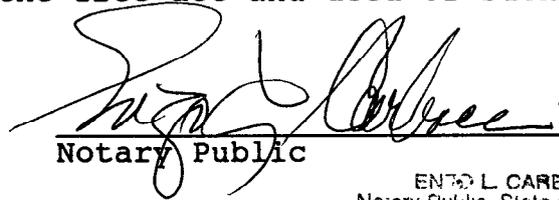
[Signature]
Assistant Secretary

UNION PACIFIC RAILROAD COMPANY

By: *[Signature]*
Assistant Treasurer

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

On the 28th day of June, 1991, 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 such bank, that the instrument was signed and sealed on behalf of the bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such bank.

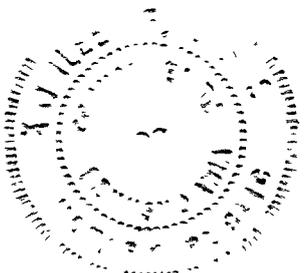


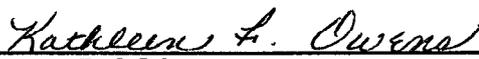
Notary Public

ENTO L CARBOCCI
Notary Public, State of New York
No. 43 3310595
Qualified in Richmond County
Certificate Filed in New York County
Term Expires March 30, 1992

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On the 27th day of June, 1991, before me personally appeared JOHN B. LARSEN, to me personally known, who being by me duly sworn, says that he is ASSISTANT TREASURER of UNION PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of such corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.





Notary Public

Notarial Seal
Kathleen F Owens, Notary Public
Bethlehem, Northampton County
My Commission Expires Oct. 19, 1992
Member, Pennsylvania Association of Notaries