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1-263A011

September 20, 1991

RECORDATION NO. 17473 B  
FILE NO.

SEP 20 1991 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

BY HAND DELIVERY

Secretary  
Interstate Commerce Commission  
Room 2303  
Twelfth and Constitution  
Washington, D.C. 20423

Attention: Mrs. Mildred R. Lee/  
DOCUMENTS FOR RECORDATION

Re: Recordation Number 17473

Dear Secretary:

I am an attorney representing a party to the enclosed document.

I have enclosed multiple original counterparts of the document described below to be recorded pursuant to Section 11303 of Title 49 of the United States Code and the regulations adopted thereto.

This document is a supplement to lease agreement, a secondary document, dated September 19, 1991.

The primary document to which this is connected is recorded under Recordation Number 17473.

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

Lessor: The CIT Group/Equipment Financing, Inc.  
270 Park Avenue  
New York, New York 10017

SEP 20 10 42 AM '91  
RECORDATION UNIT

*Handwritten signature: Cheryl...*

Mrs. Mildred R. Lee

September 20, 1991

Lessee: Union Pacific Railroad Company  
1416 Dodge Street  
Omaha, Nebraska 68179

A description of the equipment covered by the document follows:

82 mechanical refrigerated railroad boxcars having the following running marks and numbers:

UPFE 462192-462273

A fee of \$15.00 is enclosed.

Please return the original and any extra copies not needed by the Commission for recordation and the enclosed copy of this letter, each stamped with your recordation to the bearer of this letter.

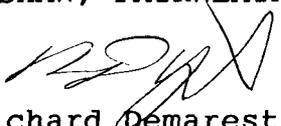
A short summary of the document to appear in the index follows:

Lease Supplement No. 2, dated September 19, 1991, to Equipment Lease Agreement between The CIT Group/Equipment Financing, Inc., New York, New York, and Union Pacific Railroad Company, Omaha, Nebraska, dated July 31, 1991, and covering 82 mechanical refrigerated railroad boxcars.

Very truly yours,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

By

  
Richard Demarest Yant

RDY:lm

Encl.

Interstate Commerce Commission  
Washington, D.C. 20423

9/20/91

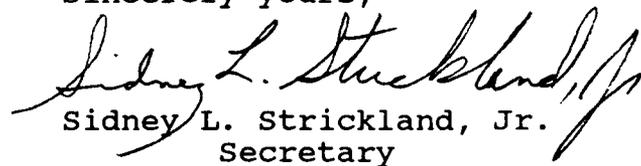
OFFICE OF THE SECRETARY

Richard D. Yant  
Seyfarth, Shaw Fairweather & Geraldson  
55 East Monroe Street  
Chicago, Illinois 60603  
Suite 4200

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 9/20/91 at 10:50am, and assigned recordation number(s) . 17473-B

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

17473-B  
RECORDATION NO. FILED 1426

SEP 20 1991 10 50 AM

INTERSTATE COMMERCE COMMISSION

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LEASE SUPPLEMENT NO. 2

Dated as of September 19, 1991

between

THE CIT GROUP/EQUIPMENT FINANCING, INC.,

Lessor

and

UNION PACIFIC RAILROAD COMPANY,

Lessee

---

FILED WITH THE INTERSTATE COMMERCE COMMISSION

PURSUANT TO 49 U.S.C. § 11303

ON \_\_\_\_\_, 1991 AT \_\_\_\_\_ .M.

RECORDATION NUMBER \_\_\_\_\_

COUNTERPART NUMBER \_\_\_\_\_

LEASE SUPPLEMENT NO. 2

THIS LEASE SUPPLEMENT NO. 2, entered into this 19th day of September, 1991 (this "Supplement"), between THE CIT GROUP/EQUIPMENT FINANCING, INC., a New York corporation (the "Lessor") and UNION PACIFIC RAILROAD COMPANY, a Utah corporation (the "Lessee") with reference to the following:

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have entered into that certain Equipment Lease Agreement dated as of July 31, 1991 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in the Lease;

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

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof;

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

1. Lessee hereby acknowledges, confirms and warrants that (a) the Equipment has been inspected and approved by the Mechanical Division of the AAR and approved by the Transportation Division of the AAR in accordance with Rule 88, (b) the Lessee has filed the applicable letter of intent and Form A (with all supporting documentation) and has complied with all other rules and requirements of the AAR in respect of the Units listed on Schedule I Part A hereto, and (c) such Units comply in all material respects with the Specifications for such Units and are in good working order.

2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule I Part A hereto. The aggregate Equipment Cost of such Units is set forth in Schedule I Part B hereto.

3. Lessee hereby represents and warrants that as of the date hereof (a) no Event of Loss has occurred with respect to the Units set forth on Schedule I Part A hereto; (b) the representations and the warranties of Lessee contained in any Operative Document to which it is a party and in any certificate delivered pursuant thereto are true and correct as of the date hereof; and (c) as of the date hereof, there is no Default or Event of Default under the Lease.

4. The Closing Date of the Units described in Schedule I hereto is the date of this Lease Supplement set forth in the opening paragraph hereof.

5. The Interim Rent Factor, Basic Rent Factors, Daily Basic Rent Factors, Stipulated Loss Factors and Termination Factors applicable in respect of such Units are set forth, respectively, on Schedules II, III, IV and V hereto, respectively.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer or remanufacturer for the warranties it has made with respect to any Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Lease Agreement dated as of July 31, 1991," the "Lease dated as of July 31, 1991" or the "Equipment Lease Agreement dated as of July 31, 1991," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument; provided, that to the extent this Lease Supplement constitutes chattel paper, no security interest may be created therein except through the transfer or possession of the original counterpart marked "Counterpart No. 1."

11. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

Lessor: THE CIT GROUP/EQUIPMENT FINANCING, INC.

By:   
Name: PAUL LECHNER  
Title: VICE PRESIDENT

Lessee: UNION PACIFIC RAILROAD COMPANY

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

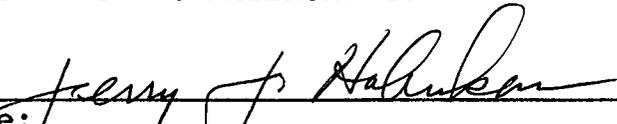
11. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

Lessor: THE CIT GROUP/EQUIPMENT FINANCING, INC.

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

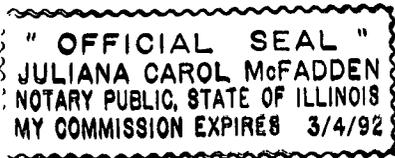
Lessee: UNION PACIFIC RAILROAD COMPANY

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: AVP-Supply \_\_\_\_\_

STATE OF Illinois )  
 ) SS:  
COUNTY OF Peoria )

On this 19<sup>th</sup> day of September, 1991, before me personally appeared Paul J. Hubert to me personally known, who being duly sworn, says that [he] [she] is a VP of THE CIT GROUP/EQUIPMENT FINANCING, INC., that said instrument was signed on 9-19, 1991 on behalf of said corporation by authority of its Board of Directors, and [he] [she] acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Juliana Carol McFadden  
Notary Public



[NOTARIAL SEAL]

My Commission Expires:

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared \_\_\_\_\_, to me personally known, who being duly sworn, says that [he] [she] is a \_\_\_\_\_ of UNION PACIFIC RAILROAD COMPANY, that said instrument was signed on \_\_\_\_\_, 1991 on behalf of said corporation by authority of its Board of Directors, and [he] [she] acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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

[NOTARIAL SEAL]

My Commission Expires:



## Part A

## MECHANICAL REFRIGERATED RAILROAD BOXCARS

NEW UPFE CAR NUMBER	OLD UPFE CAR NUMBER	DATE RELEASED FROM POCA TELLO	MONTH ADDED TO FORM 865
UPFE 462192	UPFE 460320	07/09/91	07/91
UPFE 462193	UPFE 460251	07/11/91	07/91
UPFE 462194	UPFE 460261	07/10/91	07/91
UPFE 462195	UPFE 460114	07/17/91	07/91
UPFE 462196	UPFE 460493	07/09/91	07/91
UPFE 462197	UPFE 460681	08/01/91	08/91
UPFE 462198	UPFE 460663	07/15/91	07/91
UPFE 462199	UPFE 460550	07/15/91	07/91
UPFE 462200	UPFE 460232	07/12/91	07/91
UPFE 462201	UPFE 460513	07/12/91	07/91
UPFE 462202	UPFE 460111	07/16/91	07/91
UPFE 462203	UPFE 460553	07/17/91	07/91
UPFE 462204	UPFE 460177	07/18/91	08/91
UPFE 462205	UPFE 460345	07/16/91	07/91
UPFE 462206	UPFE 460303	07/16/91	07/91
UPFE 462207	UPFE 460468	07/19/91	08/91
UPFE 462208	UPFE 460348	07/18/91	08/91
UPFE 462209	UPFE 460559	07/19/91	08/91
UPFE 462210	UPFE 460185	07/22/91	08/91
UPFE 462211	UPFE 460404	07/25/91	08/91
UPFE 462212	UPFE 460588	07/23/91	08/91
UPFE 462213	UPFE 460278	07/23/91	08/91
UPFE 462214	UPFE 460214	07/24/91	08/91
UPFE 462215	UPFE 460526	07/22/91	08/91
UPFE 462216	UPFE 460225	07/24/91	08/91
UPFE 462217	UPFE 460459	07/26/91	08/91
UPFE 462218	UPFE 460383	07/25/91	08/91
UPFE 462219	UPFE 460640	07/26/91	08/91
UPFE 462220	UPFE 460314	07/29/91	08/91
UPFE 462221	UPFE 460441	07/31/91	08/91
UPFE 462222	UPFE 460117	07/26/91	08/91
UPFE 462223	UPFE 460282	07/30/91	08/91
UPFE 462224	UPFE 460434	07/30/91	08/91
UPFE 462225	UPFE 460271	07/31/91	08/91
UPFE 462226	UPFE 460113	07/29/91	08/91
UPFE 462227	UPFE 460273	08/01/91	08/91
UPFE 462228	UPFE 460474	07/31/91	08/91
UPFE 462229	UPFE 460341	08/02/91	08/91
UPFE 462230	UPFE 460653	08/02/91	08/91
UPFE 462231	UPFE 460443	08/05/91	08/91
UPFE 462232	UPFE 460501	08/05/91	08/91
UPFE 462233	UPFE 460343	08/06/91	08/91
UPFE 462234	UPFE 460673	08/06/91	08/91
UPFE 462235	UPFE 460450	08/07/91	08/91
UPFE 462236	UPFE 460531	08/07/91	08/91
UPFE 462237	UPFE 460104	08/08/91	08/91
UPFE 462238	UPFE 460535	08/08/91	08/91

UPFE 462239	UPFE 460685	08/09/91	08/91
UPFE 462240	UPFE 460368	08/09/91	08/91
UPFE 462241	UPFE 460204	08/12/91	08/91
UPFE 462242	UPFE 460196	08/14/91	08/91
UPFE 462243	UPFE 460224	08/13/91	08/91
UPFE 462244	UPFE 460419	08/15/91	08/91
UPFE 462245	UPFE 460699	08/16/91	09/91
UPFE 462246	UPFE 460471	08/14/91	08/91
UPFE 462247	UPFE 460409	08/15/91	08/91
UPFE 462248	UPFE 460183	08/13/91	08/91
UPFE 462249	UPFE 460239	08/16/91	09/91
UPFE 462250	UPFE 460327	08/19/91	09/91
UPFE 462251	UPFE 460323	08/12/91	08/91
UPFE 462252	UPFE 460458	08/19/91	09/91
UPFE 462253	UPFE 460613	08/20/91	09/91
UPFE 462254	UPFE 460407	08/20/91	09/91
UPFE 462255	UPFE 460159	08/21/91	09/91
UPFE 462256	UPFE 460242	08/21/91	09/91
UPFE 462257	UPFE 460674	08/22/91	09/91
UPFE 462258	UPFE 460455	08/22/91	09/91
UPFE 462259	UPFE 460312	08/23/91	09/91
UPFE 462260	UPFE 460178	08/23/91	09/91
UPFE 462261	UPFE 460472	08/26/91	09/91
UPFE 462262	UPFE 460451	09/09/91	09/91
UPFE 462263	UPFE 460686	09/09/91	09/91
UPFE 462264	UPFE 460207	09/10/91	09/91
UPFE 462265	UPFE 460220	09/06/91	09/91
UPFE 462266	UPFE 460234	09/06/91	09/91
UPFE 462267	UPFE 460562	09/10/91	09/91
UPFE 462268	UPFE 460197	09/11/91	09/91
UPFE 462269	UPFE 460266	09/11/91	09/91
UPFE 462270	UPFE 460338	09/12/91	09/91
UPFE 462271	UPFE 460597	09/12/91	09/91
UPFE 462272	UPFE 460484	09/13/91	09/91
UPFE 462273	UPFE 460628	09/13/91	09/91