

# CRAVATH, SWAINE & MOORE

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WILLIAM H WIDEN  
TIMOTHY G MASSAD  
DAVID MERCADO  
ROWAN D WILSON  
JOHN T GAFFNEY

(212) 474-1114

*Delivered 8/36*

September 30, 1993

18420  
FILED 1993

Union Pacific Railroad Company  
Lease Financing Dated as of September 15, 1993

Dear Mr. Strickland:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Union Pacific Railroad Company, for filing and recordation counterparts of the following documents:

- A. Indenture and Security Agreement dated as of September 15, 1993, between Harris Trust and Savings Bank, as Owner Trustee, and Wilmington Trust Company, as Indenture Trustee.
- B. Lease and Indenture Supplement No. 1 dated as of September 30, 1993, among Harris Trust and Savings Bank, as Owner Trustee/Lessor, Union Pacific Railroad Company, as Lessee, and Wilmington Trust Company, as Indenture Trustee.

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

1. Lessor-Owner Trustee:  
Harris Trust and Savings Bank  
311 West Monroe  
Chicago, IL 60606

*How Number*

*A*

*Handwritten signature/initials on the left margin*

INTERSTATE COMMERCE COMMISSION

2. Indenture Trustee:  
Wilmington Trust Company  
Rodney Square North  
11000 N. Market Street  
Wilmington, DE 19890
3. Lessee:  
Union Pacific Railroad Company  
Martin Tower  
Eighth and Eaton  
Bethlehem, PA 18018

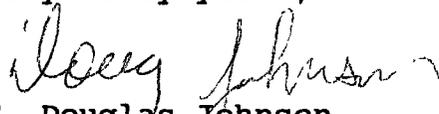
Please file and record the documents referred to in this letter and index them under the names of the Lessor-Owner Trustee, the Indenture Trustee and the Lessee.

The equipment covered by the aforementioned documents is listed on Exhibit A attached hereto. The equipment bears the legend "Ownership subject to a Security Agreement filed with the Interstate Commerce Commission".

There is also enclosed a check of \$36 payable to the Interstate Commerce Commission, representing the fee for recording the Indenture and Security Agreement and the Lease and Indenture Supplement No. 1.

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,

  
G. Douglas Johnson  
as Agent for  
Union Pacific Railroad Company

Mr. Sidney L. Strickland, Jr.  
Interstate Commerce Commission  
Washington, D.C. 20423

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LEASE AND INDENTURE SUPPLEMENT NO. 1 SEP 30 1993 - 9 30 AM

INTERSTATE COMMERCE COMMISSION

Dated September 30, 1993

Among

HARRIS TRUST AND SAVINGS BANK  
not in its individual capacity but solely  
as Owner Trustee,

UNION PACIFIC RAILROAD COMPANY,

and

WILMINGTON TRUST COMPANY, as Indenture Trustee

COVERED HOPPER RAIL CARS AND OTHER RAIL EQUIPMENT

Bu  
A/R

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CERTAIN RIGHTS, TITLE AND INTEREST COVERED HEREBY HAVE BEEN ASSIGNED TO WILMINGTON TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT DATED AS OF SEPTEMBER 15, 1993. 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 WILMINGTON TRUST COMPANY ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF. THIS IS NOT THE ORIGINAL COUNTERPART.

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THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 HAS BEEN 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

LEASE AND INDENTURE SUPPLEMENT NO. 1, dated September 30, 1993 among HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, not in its individual capacity but solely as Owner Trustee under that certain Trust Agreement dated as of September 15, 1993 with CITICORP DEL-LEASE, INC., a Delaware corporation, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, and WILMINGTON TRUST COMPANY, a Delaware banking corporation, as Indenture Trustee.

Lessor, Lessee and Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement, Lessor and Lessee have heretofore entered into a Lease Agreement and Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement, each dated as of September 15, 1993 (capitalized terms used herein without definitions having the meanings set forth in Schedule X to the Lease). The Participation Agreement and the Lease provide that on each Closing Date each Seller shall deliver to Owner Trustee a Bill of Sale by which such Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from such Seller, the Railcars to be conveyed by such Seller on such Closing Date, and said Bill of Sale has been delivered by such Seller and accepted by Owner Trustee on such Closing Date. 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 purpose of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture.

ACCORDINGLY, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor and Indenture Trustee that Lessee has accepted such Railcars for all purposes of the Lease as meeting and being in compliance in all material respects with the specifications attached as Schedule 3 to the Participation Agreement for such Railcars, and in good working order and in conformance with all provisions of the Lease.

3. The aggregate Lessor's Cost of such Railcars is \$7,616,804.58 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each such Railcar are set forth on Schedule 1 hereto. The Stipulated Loss Value percentages, Termination Value percentages and Basic Rent applicable thereto are either set forth on schedules to the Lease or on schedules hereto.

4. In order to secure the prompt payment of the Obligations, Lessor has granted, assigned, transferred, pledged and set over a security interest unto Indenture Trustee in (i) the Railcars listed on Schedule 1 hereto and (ii) the Lease and this Lease and Indenture Supplement, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto Indenture Trustee and its successors and its assigns.

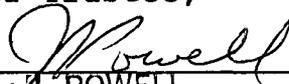
5. This Lease and Indenture Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Lease and Indenture Supplement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury under the laws of the United States of America that the foregoing is a true and correct document and was executed and delivered on the date first above written.

Attest

  
Name: D. G. DONOVAN

HARRIS TRUST AND SAVINGS BANK,  
not in its individual  
capacity but solely as  
Owner Trustee,

By:   
Name: J. POWELL  
Title: VICE PRESIDENT

Attest

\_\_\_\_\_  
Name:

UNION PACIFIC RAILROAD  
COMPANY,

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

Attest

\_\_\_\_\_  
Name:

WILMINGTON TRUST COMPANY,  
as Indenture Trustee

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

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Lease and Indenture Supplement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury under the laws of the United States of America that the foregoing is a true and correct document and was executed and delivered on the date first above written.

Attest

HARRIS TRUST AND SAVINGS BANK,  
not in its individual  
capacity but solely as  
Owner Trustee,

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Name:  
Title:

Attest

UNION PACIFIC RAILROAD  
COMPANY,

\_\_\_\_\_  
Name:

Assistant Secretary

By: \_\_\_\_\_

Name: John B. Larsen  
Title:

**Assistant Treasurer**

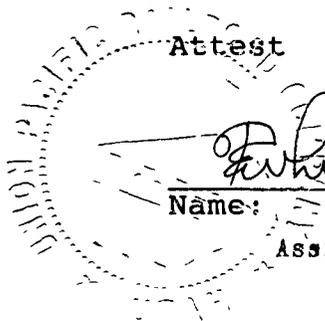
Attest

WILMINGTON TRUST COMPANY,  
as Indenture Trustee

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Name:  
Title:



IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Lease and Indenture Supplement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury under the laws of the United States of America that the foregoing is a true and correct document and was executed and delivered on the date first above written.

Attest

HARRIS TRUST AND SAVINGS BANK,  
not in its individual  
capacity but solely as  
Owner Trustee,

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Name:  
Title:

Attest

UNION PACIFIC RAILROAD  
COMPANY,

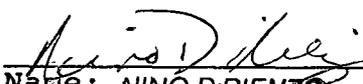
\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Name:  
Title:

Attest

WILMINGTON TRUST COMPANY,  
as Indenture Trustee

  
Name: NINO DIRIENZO

By: \_\_\_\_\_

Name:  
Title: NORMA P. CLOSS  
VICE PRESIDENT

Receipt of this original counterpart of this Lease  
and Indenture Supplement is hereby acknowledged this \_\_\_\_\_  
day of \_\_\_\_\_, 1993.

WILMINGTON TRUST COMPANY,  
as Indenture Trustee

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



STATE OF )

COUNTY OF )

On this \_\_\_\_\_ day of September 1993, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is \_\_\_\_\_ of HARRIS TRUST AND SAVINGS BANK, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said 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 said corporation.

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

[Notarial Seal]

My Commission Expires

COMMONWEALTH  
STATE OF PENNSYLVANIA )  
COUNTY OF LEHIGH ) ss.:

On this 27<sup>th</sup> day of September, 1993, before me personally appeared JOHN B. LARSEN, to me personally known, who, being by me duly sworn, says that he is an ASST. TREASURER of UNION PACIFIC RAILROAD COMPANY, 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 he acknowledge that the execution of the foregoing instrument was the free act and deed of said Corporation.

*Kathleen F. Owens*  
Notary Public

[Notarial Seal]

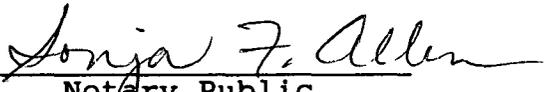
My Commission Expires

Notarial Seal  
Kathleen F Owens, Notary Public  
Bethlehem, Lehigh County  
My Commission Expires Oct. 19, 1996  
Member, Pennsylvania Association of Notaries



STATE OF Delaware )  
 ) ss.:  
COUNTY OF New Castle )

On this <sup>27<sup>th</sup></sup> day of September, 1993, before me personally appeared Norma F. Closs, to me personally known, who, being by me duly sworn, says that he is a <sup>VP</sup> of WILMINGTON TRUST COMPANY, 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 he acknowledge that the execution of the foregoing instrument was the free act and deed of said Corporation.

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

[Notarial Seal]

My Commission Expires

SONJA F. ALLEN  
NOTARY PUBLIC  
My Commission expires May 30, 1994

SCHEDULE 1  
to Lease and  
Indenture  
Supplement No. 1

SCHEDULE OF RAILCARS TO BE DELIVERED

<u>Quantity of Units</u>	<u>Description and Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
135	Rebuilt Refrigerated Box Cars UPFE 463001 - UPFE 463044, both inclusive, UPFE 463075 - UPFE 463165, both inclusive	\$29,531.00	\$3,986,685.00
53	Bi-level Autoracks UPL 90603 - UPL 90655, both inclusive	34,748.86	1,841,689.58
35	Tri-Level Autoracks UPL 90568 - UPL 90602, both inclusive	51,098.00	1,788,430.00