

Union Pacific Corporation



RECORDATION NO. 11130-D FILED 1425

DEC 30 1992 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

Jack E. Jerrett
Senior Corporate Attorney

December 29, 1992

FEDERAL EXPRESS

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

Re: The Western Pacific Railroad Equipment Trust, First 1980 Series

Dear Sir:

I enclosed for recording under Section 11303 of Title 49 of the United States Code, four executed originals of a Second Supplement, dated as of December 28, 1992 (the "Supplement"), between Union Pacific Railroad Company (the "Company"), as successor to The Western Pacific Railroad Company, and The Chase Manhattan Bank (National Association), 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 October 1, 1979 and assigned Recordation No. 11130.

The names and addresses of the parties to the enclosed Supplement are:

TRUSTEE - LESSOR: The Chase Manhattan Bank
 (National Association)
 Four Chase MetroTech Center
 Brooklyn, NY 11245

GUARANTOR - LESSOR: Union Pacific Railroad
 Company
 1416 Dodge Street
 Omaha, NE 68179

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 Supplement will bear the marking:

Handwritten signature: C. [unclear] [unclear]

"Ownership Subject To A Security Agreement Filed With The
Interstate Commerce Commission."

After these documents are filed and recorded, kindly return three of
the enclosed copies to me.

I also enclose a check to the order of the Interstate Commerce
Commission in the amount of \$16.00 to cover the fee associated with the filing
and recordation of the Supplement.

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 black ink, appearing to read "Jack Jenett". The signature is written in a cursive style with a long horizontal stroke at the end.

JEJ:ccm
Enclosures

cc: Robert E. Bartos
Janice Tolve

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

RECORDATION NO. 11130-A
FILED 1225

SECOND SUPPLEMENT

DEC 30 1992-10 05 AM

BETWEEN

INTERSTATE COMMERCE COMMISSION

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), TRUSTEE

AND UNION PACIFIC RAILROAD COMPANY

This SECOND SUPPLEMENT, dated as of December 28, 1992, is between THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), a national banking association, as trustee (hereinafter called the Trustee), and UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called the Company) and the successor to The Western Pacific Railroad Company, a Delaware corporation (hereinafter called Western Pacific). (Terms used in this Supplement shall have the same meanings as set forth in Section 2.01 of the Equipment Trust Agreement referred to below.)

WITNESSETH:

WHEREAS, the Trustee and Western Pacific have heretofore entered into (i) an Equipment Trust Agreement, dated as of October 1, 1979, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on December 14, 1979, and assigned Recordation No. 11130 and pursuant to which the Trustee was authorized to issue \$3,575,000 aggregate principal amount of The Western Pacific Railroad Company Equipment Trust Certificates, First 1980 Series (hereinafter called the Trust Certificates); and (ii) a First Supplement, dated as of May 7, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 U.S.C. §11303 on May 15, 1980 and assigned Recordation No. 11130-A (such Equipment Trust Agreement, as amended, being hereinafter called the Agreement); and

WHEREAS, the Company acquired Western Pacific on June 16, 1987 and

assumed all of Western Pacific's obligations including the Agreement; and

WHEREAS, certain of the Trust Equipment specifically described in the Agreement has suffered a Casualty Occurrence under Section 5.07 of the Agreement, and an amount of cash equal to the Value of such Trust Equipment has been deposited with the Trustee (hereinafter referred to as Replacement Funds); and

WHEREAS, the Company desires that certain additional Equipment be substituted for the Equipment suffering a Casualty Occurrence and that the Replacement Funds be applied to the purchase of such additional Equipment, as provided under Section 5.07 of the Agreement; and

WHEREAS, Section 5.03 of the Agreement provides that additional Equipment may be substituted for and included as part of the Trust Equipment pursuant to a supplement to the Agreement; and

WHEREAS, the Company and the Trustee, in accordance with Sections 5.03 and 5.07 of the Agreement, desire to execute and deliver this Second Supplement for the foregoing purpose and such Supplement will not adversely affect the interests of the holders of the Trust Certificates, or the rights, duties or immunities of the Trustee;

NOW, THEREFORE, in consideration of the mutual covenants and promises 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 cause to be sold to 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>
1	100-Ton, 60-Foot Covered Hopper Railcar, Nnumbered UP83168	\$28,363.35		\$28,363.35

(2) When and as the Additional Equipment shall have been delivered to the Trustee or to the Company as agent for the Trustee, the Trustee shall, pursuant to the provisions of Section 5.07 of the Agreement, use Replacement Funds to pay the cost of the Additional Equipment (up to the Value thereof) as specified in the invoice from the Owner.

(3) Pursuant to Sections 5.01 and 5.03 of the Agreement, the Trustee hereby leases the Additional Equipment to the Company for a term ending on the date on which the final payment of principal and interest on the Trust Certificates is due.

(4) 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.

(5) 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.

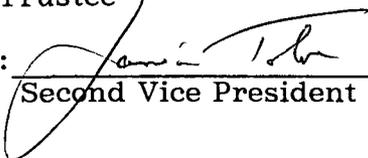
(6) Except as amended and supplemented hereby, the Agreement shall remain in full force and effect.

(7) This Second Supplement 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.

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
as Trustee

(Seal)

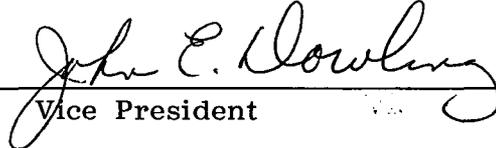
By: 
Second Vice President

ATTEST:

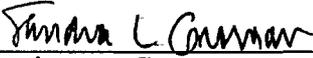

Assistant Secretary

UNION PACIFIC RAILROAD COMPANY,
Successor to The Western Pacific
Railroad Company

(Seal)

By: 
Vice President

ATTEST:


Assistant Secretary

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

On the 24th day of December, 1992, before me personally appeared Janice Tolve, to me personally known, who, being by me duly sworn, says that he or she is a Second Vice President of The Chase Manhattan Bank (National Association), 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.

JOSEPHINE MANNINO
Notary Public, State of New York
No. 4979089
Qualified in Suffolk County
Certificate Filed in New York County
Certificate Filed in Kings County
Commission Expires March 18, 1993

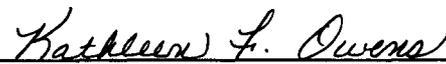

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On the 29th 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)

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Notary Public

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

