

RECORDATION NO. 25099-6 FILED

JUL 02 '09 -8 0 0 AM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

July 2, 2009

Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease and Indenture Supplement No. 3, dated as of July 2, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 25099.

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

Owner Trustee/ Lessor:	Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890
Lessee:	Union Pacific Railroad Company 1416 Dodge Street Omaha, NE 68179
Indenture Trustee:	Wells Fargo Bank Northwest, N.A. 299 South Main Street, 12 th Floor Salt Lake City, UT 84111

Anne K. Quinlan, Esq.
July 2, 2009
Page 6

A description of the railroad equipment covered by the enclosed document is:

1 locomotive: UP 5197.

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

Lease and Indenture Supplement No. 3.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

RECORDATION NO.

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SURFACE TRANSPORTATION BOARD

LEASE AND INDENTURE SUPPLEMENT No. 3

Dated July 2, 2009

among

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as Owner Trustee/Lessor

UNION PACIFIC RAILROAD COMPANY,
as Lessee

and

WELLS FARGO BANK NORTHWEST, N.A.,
as Indenture Trustee

Locomotives

THIS LEASE AND INDENTURE SUPPLEMENT AND CERTAIN RIGHTS AND INTERESTS COVERED HEREBY HAVE BEEN ASSIGNED TO WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT DATED AS OF JULY 1, 2004. 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. THIS IS [NOT] THE ORIGINAL COUNTERPART.

EVIDENCE OF THIS LEASE AND INDENTURE SUPPLEMENT HAS BEEN RECORDED WITH THE SURFACE TRANSPORTATION BOARD PURSUANT TO 49 U.S.C. §11301 AND DEPOSITED IN THE OFFICE OF THE REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 105 OF THE CANADA TRANSPORTATION ACT

LEASE AND INDENTURE SUPPLEMENT NO. 3, dated July 2, 2009 among WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("*Lessor*"), UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("*Lessee*"), and WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, a national banking association, as Indenture Trustee ("*Indenture Trustee*").

Lessor, Lessee and Indenture Trustee, with the other parties thereto, have heretofore entered into a Participation Agreement (as amended, the "*Participation Agreement*"), Lessor and Lessee have heretofore entered into a Lease Agreement (as amended, the "*Lease*") and Indenture Trustee and Lessor have heretofore entered into an Indenture and Security Agreement (as amended, the "*Indenture*"), each dated as of July 1, 2004 (capitalized terms used herein without definitions having the meanings set forth in Schedule X to the Participation Agreement). The Participation Agreement, the Lease and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hercof for the purpose of confirming that certain Units identified therein have been leased to Lessee under the Lease as and when delivered and accepted in accordance with the terms thereof and that such Units have been subjected to the lien of the Indenture.

An Event of Loss has occurred with respect to the Unit bearing reporting mark and road number UP 3833 (the "*Casualtied Unit*"). Pursuant to Section 12(c) of the Lease, Lessee shall convey or cause to be conveyed to the Lessor the Unit set forth on Schedule 1 hereto (the "*Replacement Unit*") as replacement for the Casualtied Unit. In connection therewith, Section 12(c) of the Lease provides for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purpose of confirming that the Replacement Unit has been leased to Lessee under the Lease as and when delivered and accepted in accordance with the terms thereof and that the Replacement Unit has been subjected 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 confirms the delivery and leasing to Lessee, and Lessee hereby confirms the acceptance and leasing from Lessor, under the Lease as hereby supplemented, of the Replacement Unit.
2. Lessee hereby confirms to Lessor and Indenture Trustee that Lessee has accepted the Replacement Unit 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 Replacement Unit, and in good working order and in conformance with all provisions of the Lease.
3. The Lessor's Cost of the Replacement Unit is \$1,396,000. The Stipulated Loss Value percentages, Termination Value percentages and Basic Rent applicable to the Replacement Unit are set forth in Schedules 2 and 3 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 Replacement Unit 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. The Basic Term Commencement Date of the Replacement Unit is the date hereof. The Basic Term shall expire on January 29, 2028.

6. The first Renewal Term contemplated by Section 4(a)(ii) of the Lease shall be not less than 18 months (subject to the limitation set forth in said Section 4(a)(ii)).

7. If the Basic Rent payable during the Renewal Term, if any, contemplated by Section 4(a) of the Lease is not Fair Market Rent with respect to the Replacement Unit, such Basic Rent will be 100% of the Average Rent in respect of such Unit.

8. The Basic Term Purchase Option Price contemplated by Section 4(c)(ii)(A) of the Lease is 39.00% of Lessor's Cost.

9. (a) The EBO Purchase Price contemplated by Section 4(c)(ii)(C) of the Lease is the following percentage of Lessor's Cost on the date specified below:

Date	Gross EBO Purchase Price	Adjustment for Overpayment/Underpayment of Basic Rent	Adjusted EBO Purchase Price
July 2, 2025	42.81921354%	-0.70735874%	42.11185480%

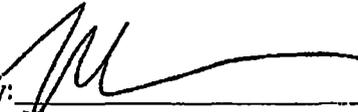
(b) If Lessee elects the deferred purchase price option pursuant to Section 4(f) of the Lease, the purchase price shall be the following percentages of Lessor's Cost, payable on the dates specified below:

Date	Gross Percentage	Adjustment for Overpayment/Underpayment of Basic Rent	Adjusted Percentage
July 2, 2025	25.86055368%	-0.70735874%	25.15319494%
September 15, 2025	8.47932993	0	8.47932993
December 15, 2025	8.47932993	0	8.47932993

10. 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 authority, has caused this Lease and Indenture Supplement to be duly executed in its name by its officers, thereunto duly authorized, all as of the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as trustee

By: 
Name: Mark H. Brzeska
Title: Financial Services Officer

UNION PACIFIC RAILROAD COMPANY

By: _____
Name: Gary W. Grosz
Title: Assistant Treasurer

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Indenture Trustee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due authority, has caused this Lease and Indenture Supplement to be duly executed in its name by its officers, thereunto duly authorized, all as of the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as trustee

By: _____
Name: _____
Title: _____

UNION PACIFIC RAILROAD COMPANY

By: *Gary W. Grosz*
Name: Gary W. Grosz
Title: Assistant Treasurer

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Indenture Trustee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due authority, has caused this Lease and Indenture Supplement to be duly executed in its name by its officers, thereunto duly authorized, all as of the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as trustee

By: _____
Name: _____
Title: _____

UNION PACIFIC RAILROAD COMPANY

By: _____
Name: Gary W. Grosz
Title: Assistant Treasurer

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Indenture Trustee

By: Michael Arsenault
Name: Michael Arsenault
Title: Assistant Vice President

Receipt of this original counterpart of this Lease and Indenture Supplement is hereby acknowledged this 2nd day of July, 2009.

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION, as Indenture Trustee

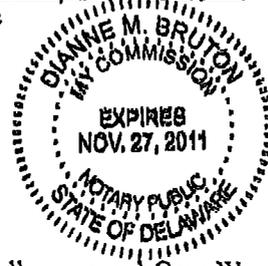
By: Michael A. Arsenault
Name: Michael Arsenault
Title: Assistant Vice President

STATE OF DELAWARE)
COUNTY OF NEW CASTLE)

On this 26th day of June, 2009, before me personally appeared Maria Brasca ~~Financial Services Officer~~ to me personally known, who, being by me duly sworn, says that (s)he is Financial Services Officer of WILMINGTON TRUST COMPANY, that the foregoing instrument was signed on behalf of said company on such day by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Dianne M. Bruton
Notary Public

DIANNE M. BRUTON
Notary Public - State of Delaware
My Comm. Expires Nov. 27, 2011



[Notarial Seal]

My commission expires: _____

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this _____ day of _____, 2009, before me personally appeared Gary W. Grosz, to me personally known, who, being by me duly sworn, says that he is an Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY, that the foregoing instrument was signed on behalf of said corporation on such day 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.

Pam Neuman, Notary Public

[Notarial Seal]

My commission expires: December 15, 2010

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this _____ day of _____, 2009, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that (s)he is _____ of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, that the foregoing instrument was signed on behalf of said bank on such day by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Notary Public

[Notarial Seal]

My commission expires: _____

STATE OF DELAWARE)
COUNTY OF NEW CASTLE)

On this _____ day of _____, 2009, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that (s)he is _____ of WILMINGTON TRUST COMPANY, that the foregoing instrument was signed on behalf of said company on such day by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

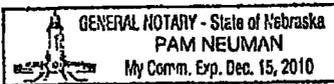
Notary Public

[Notarial Seal]

My commission expires: _____

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 2nd day of July, 2009, before me personally appeared Gary W. Grosz, to me personally known, who, being by me duly sworn, says that he is an Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY, that the foregoing instrument was signed on behalf of said corporation on such day 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.



Pam Neuman
Pam Neuman, Notary Public

[Notarial Seal]

My commission expires: December 15, 2010

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this _____ day of _____, 2009, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that (s)he is _____ of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, that the foregoing instrument was signed on behalf of said bank on such day by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Notary Public

[Notarial Seal]

My commission expires: _____

STATE OF DELAWARE)
COUNTY OF NEW CASTLE)

On this _____ day of _____, 2009, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that (s)he is _____ of WILMINGTON TRUST COMPANY, that the foregoing instrument was signed on behalf of said company on such day by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Notary Public

[Notarial Seal]

My commission expires: _____

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this _____ day of _____, 2009, before me personally appeared Gary W. Grosz, to me personally known, who, being by me duly sworn, says that he is an Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY, that the foregoing instrument was signed on behalf of said corporation on such day 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.

Pam Neuman, Notary Public

[Notarial Seal]

My commission expires: December 15, 2010

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 30th day of June, 2009, before me personally appeared Michael Arsonault, to me personally known, who, being by me duly sworn, says that (s)he is Asst. Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, that the foregoing instrument was signed on behalf of said bank on such day by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.



Notary Public

[Notarial Seal]

My commission expires: NOV. 02, 2010

Schedule 1
to Lease and
Indenture Supplement No. 3

SCHEDULE OF UNITS DELIVERED

QUANTITY OF UNITS	DESCRIPTION OF UNITS	ROAD NUMBERS
1	EMD SD70M locomotive	UP 5197

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 7/2/09



Robert W. Alvord