

RECORDATION NO. 18859-MM FILED

JUL 13 '10 -8 00 AM

SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A LESTER

July 13, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Supplement No. 5 (SPTC Trust No. 1994-2 (Redesignated SPT 1994-C)), dated as of June 30, 2010, 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 Commission and Board under Recordation Number 18859.

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

Lessor.	U.S. Bank National Association (successor in interest to Shawmut Bank Connecticut, National Association) 225 Asylum Street Hartford, CT 06103
Lessee:	Union Pacific Railroad Company 1400 Douglas Street Omaha, NE 68179

Section Chief
July 13, 2010
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A description of the railroad equipment covered by the enclosed document is:

1 locomotive: UP 2928

A short summary of the document to appear in the index is.

Lease Supplement No. 5 (SPTC Trust No. 1994-2 (Redesignated SPT 1994-C)).

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

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SURFACE TRANSPORTATION BOARD

LEASE SUPPLEMENT NO. 5
(SPTC TRUST NO. 1994-2)
(Redesignated SPT 1994-C)

Dated as of June 30, 2010

between

U.S. BANK NATIONAL ASSOCIATION
(successor in interest to Shawmut Bank Connecticut, National Association),
not in its individual capacity except as expressly provided herein
but solely as Owner Trustee,
Lessor

and

UNION PACIFIC RAILROAD COMPANY
(successor to Southern Pacific Transportation Company)
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF U.S. BANK NATIONAL ASSOCIATION (SUCCESSOR TO THE FIRST NATIONAL BANK OF BOSTON), NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS LOAN TRUSTEE UNDER AN AMENDED AND RESTATED TRUST INDENTURE AND SECURITY AGREEMENT (SPT 1994-C) DATED AS OF SEPTEMBER 29, 1994, BETWEEN SAID LOAN TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE LOAN TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, BUT ONLY THE COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFORE EXECUTED BY U.S. BANK NATIONAL ASSOCIATION (SUCCESSOR TO THE FIRST NATIONAL BANK OF BOSTON), AS LOAN TRUSTEE, ON THE SIGNATURE PAGES THEREOF SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

Filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11303 on _____, 2010, at _____ Recordation Number 18859 - _____, and deposited in the office of the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act on _____, 2010, at _____.

LEASE SUPPLEMENT NO. 5
(SPTC Trust No. 1994-2) (Redesignated SPT 1994-C)

LEASE SUPPLEMENT (SPT 1994-C) NO 5 dated as of June 30, 2010, (this "*Lease Supplement*") between U.S. BANK NATIONAL ASSOCIATION (successor in interest to Shawmut Bank Connecticut, National Association), not in its individual capacity but solely as Owner Trustee (the "*Lessor*") under the Trust Agreement, and UNION PACIFIC RAILROAD COMPANY (successor to Southern Pacific Transportation Company), a Delaware corporation (the "*Lessee*");

WITNESSETH.

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (SPTC Trust No. 1994-2) (Redesignated SPT 1994-C), dated as of June 29, 1994, as amended by the First Amendment, dated as of September 29, 1994 and the Second Amendment dated as of December 29, 1994 (as amended, the "*Lease*") Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, pursuant to Section 11.4(b) of the Lease, Lessee shall convey or cause to be conveyed to the Lessor the Unit set forth on Schedule 1 hereto (the "*Replacement Equipment*") as replacement for the Unit bearing road number SP 8586, which Unit has suffered an Event of Loss under the Lease; and

WHEREAS, Section 11.4(b) of the Lease provides for the execution of a Lease Supplement substantially in the form herof the purpose of confirming that certain Replacement Units identified therein have been subjected to the Lease, and upon execution said Supplement is to be filed for recordation in the same manner as the Lease;

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

1. Inspection and Approval. The Lessee hereby confirms to the Lessor that the Lessee has inspected and approved such Replacement Equipment for all purposes of the Lease and, as between the Lessor and the Lessee, such Replacement Equipment complies in all material respects with specifications for such Replacement Equipment and is in good working order.

2. Delivery and Acceptance. The Lessor hereby acknowledges and confirms the delivery and leasing to the Lessee, and the Lessee hereby acknowledges and confirms the acceptance and leasing from Lessor, under the Lease has hereby supplemented, of the Replacement Equipment.

3. Warranty. The Lessee hereby represents that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Replacement Equipment as of the date hereof

4. Basic Rent, Stipulated Loss Values, Termination Values and EBO Amount. The Basic Rent payable under Section 3.2 of the Lease, Stipulated Loss Values, and Termination Values applicable with respect to the Replacement Equipment are set forth, respectively, on Schedules A, B, and C to the Omnibus Amendment (SPT 1994-C), dated as of January 2, 2007. The EBO Amount applicable with respect to the Replacement Equipment are set forth in Schedule 6 to the Participation Agreement. Such Schedules may be revised from time to time in accordance with the Operative Agreements.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for the Replacement Equipment leased hereunder as provided for in the Lease.

6. Incorporation in Lease. 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, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 29, 1994", 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.

8. Counterparts. 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 that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefore executed by the Loan Trustee on the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.

9. GOVERNING LAW. THIS LEASE SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT THE PARTIES SHALL BE ENTITLED TO ALL RIGHTS CONFERRED BY ANY APPLICABLE FEDERAL, STATUTE, RULE OR REGULATION.

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

LESSOR:

U.S. BANK NATIONAL ASSOCIATION
(successor in interest to Shawmut Bank
Connecticut, National Association), not in its
individual, but solely as Owner Trustee

By: my Dufresne

Name: Maryanne Y. Dufresne

Title: Vice President

LESSEE:

UNION PACIFIC RAILROAD COMPANY
(successor to Southern Pacific Transportation
Company)

By: _____

Name: _____

Title: _____

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

LESSOR.

U.S. BANK NATIONAL ASSOCIATION
(successor to Shawmut Bank Connecticut, National Association), not in its individual, but solely as Owner Trustee

By: _____

Name _____

Title: _____

LESSEE

UNION PACIFIC RAILROAD COMPANY
(successor to Southern Pacific Transportation Company)

By:  _____

Name: **Gary W. Grosz** _____

Title: **Assistant Treasurer** _____

STATE OF CONNECTICUT

)

) SS: HARTFORD

COUNTY OF HARTFORD

)

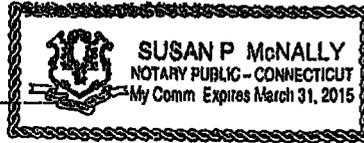
On this 9th day of July, 2010, before me personally appeared Maryanne Y. Dufresne, to me personally known, who being by me duly sworn, says that (s)he is Vice President of U.S. BANK NATIONAL ASSOCIATION, that said instrument was signed on behalf of said national banking association on such day by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Susan P. McNally

Notary Public

[Notarial Seal]

My commission expires: _____



STATE OF NEBRASKA

)

)

COUNTY OF DOUGLAS

)

On this ____ day of _____, 2010, before me personally appeared Gary W. Grosz, to me personally known, who, being by me duly sworn, says that he is the Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY (successor to Southern Pacific Transportation Company), that the foregoing instrument was signed 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 OF MASSACHUSETTS)

) SS: BOSTON

COUNTY OF SUFFOLK)

On this ____ day of _____, 2010, before me personally appeared _____, to me personally known, who being by me duly sworn, says that (s)he is _____ of U.S. BANK NATIONAL ASSOCIATION, that said instrument was signed on behalf of said national banking association 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 national banking association

Notary Public

[Notarial Seal]

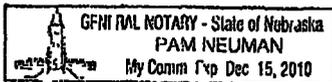
My commission expires: _____

STATE OF NEBRASKA)

)

COUNTY OF DOUGLAS)

On this 2nd day of July, 2010, before me personally appeared Gay W. Grosz, to me personally known, who, being by me duly sworn, says that he is the Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY (successor to Southern Pacific Transportation Company), that the foregoing instrument was signed 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.



Pam Neuman

Notary Public

[Notarial Seal]

My commission expires: _____ 12-15-2010 _____

SCHEDULE 1

UNITS

<u>No. of Units</u>	<u>Description</u>	<u>Road Numbers</u>
1	SD40M-2 Locomotive	UP 2928

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 | 13 | 10



Robert W. Alvord