

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N.Y. 10022

KENDOR P. JONES
ASSISTANT EASTERN GENERAL COUNSEL

RECORDATION NO. 8157-B Filed & Recorded

June 30, 1978

JUL 3 1978 - 2 25 PM

Hon. H. G. ~~North~~ **INTERSTATE COMMERCE COMMISSION**
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECEIVED
JUL 3 2 03 PM '78
I.C.C.
FEE OPERATION BR.

Re: Equipment Trust Agreement, dated as of January 1, 1976, between The Chase Manhattan Bank (National Association), Trustee, and Union Pacific Railroad Company; Recordation No. 8157

Dear Sir:

Enclosed herewith are executed Counterparts Nos. 1 through 6 of a Second Supplemental Agreement, dated as of May 1, 1978, between The Chase Manhattan Bank (National Association), as Trustee, and Union Pacific Railroad Company, amending and supplementing the above captioned Equipment Trust Agreement, as previously amended.

After filing and recordation, at least four of the Counterparts should be returned to the undersigned or given to the bearer of this letter.

Also enclosed is a check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 for the fee associated with the filing and recordation of this document.

Very truly yours,

Kendor P. Jones

8-184A117

KPJ:b
Encls.

Date JUL 3 1978

Fee \$ 10

ICC Washington, D. C.

Counterparts to C. H. K... ..

Interstate Commerce Commission

Washington, D.C. 20423

7-3-78

OFFICE OF THE SECRETARY

Kendor P. Jones
Union Pacific RR. Co.
345 Park Ave.
New York, NY. 10022

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on

7-3-78

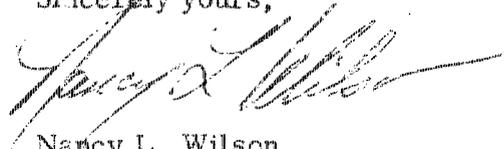
at

2:05 PM

and assigned recordation number(s)

4352-C and 8157-B

Sincerely yours,



Nancy L. Wilson
Acting Secretary

Enclosure(s)

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N.Y. 10022

KENDOR P. JONES
ASSISTANT EASTERN GENERAL COUNSEL

RECORDATION NO. 8157-B Filed & Recorded

JUL 3 1978 -2 25 PM

June 30, 1978

~~INTERSTATE~~ INTERSTATE COMMERCE COMMISSION

Hon. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Re: Equipment Trust Agreement, dated as of
January 1, 1976, between The Chase
Manhattan Bank (National Association),
Trustee, and Union Pacific Railroad
Company; Recordation No. 8157

Dear Sir:

Enclosed herewith are executed Counter-
parts Nos. 1 through 6 of a Second Supplemental
Agreement, dated as of May 1, 1978, between The
Chase Manhattan Bank (National Association), as
Trustee, and Union Pacific Railroad Company, amend-
ing and supplementing the above captioned Equipment
Trust Agreement, as previously amended.

After filing and recordation, at least four
of the Counterparts should be returned to the under-
signed or given to the bearer of this letter.

Also enclosed is a check payable to the order
of the Interstate Commerce Commission in the amount of
\$10.00 for the fee associated with the filing and re-
cordation of this document.

Very truly yours,

Kendor P. Jones

KPJ:b
Encls.

Counterparts c. 7/4/78

EXECUTED COUNTERPART No. 1

RECORDATION NO. 8157-B Filed & Recorded

JUL 3 1978 - 2 05 PM

MANHATTAN COMMERCE COMMISSION

SECOND SUPPLEMENTAL AGREEMENT,
DATED AS OF MAY 1, 1978,
BETWEEN

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), TRUSTEE
AND UNION PACIFIC RAILROAD COMPANY

This SECOND SUPPLEMENTAL AGREEMENT, dated as of May 1, 1978, 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).

WITNESSETH:

WHEREAS, the Trustee and the Company have heretofore entered into (i) an Equipment Trust Agreement, dated as of January 1, 1976, which was filed and recorded pursuant to Section 20c of the Interstate Commerce Act (hereinafter called the Act) on December 24, 1975, and assigned Recordation No. 8157, and pursuant to which the Trustee has issued \$19,500,000 aggregate principal amount of Union Pacific Equipment Trust No. 1 of 1976 Equipment Trust Certificates (hereinafter called the Trust Certificates), and (ii) a First Supplemental Agreement, dated as of January 15, 1976, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 20c of the Act on January 14, 1976, and assigned Recordation No. 8157-A (such Equipment Trust Agreement, as amended by such First Supplemental Agreement, being hereinafter called the Agreement); and

WHEREAS, in order that the aggregate final Cost of the Trust Equipment specifically described in the Agreement shall not be less than 125% of the \$19,500,000 aggregate principal amount of the Trust Certificates, the Company desires, pursuant to the provisions of Sections 3.1 and 3.4 of the Agreement, to cause to be constructed and transferred to the Trustee additional Equipment under the Agreement of such Cost that the aggregate final Cost of all the Trust Equipment will be at least 125% of such \$19,500,000 aggregate principal amount of Trust Certificates; and

WHEREAS, Section 8.4 of the Agreement provides that the Company and the Trustee without the consent of the holders of the Trust Certificates may from time to time and at any time enter into an agreement or agreements supplemental to the Agreement for the purpose of making any provisions in regard to matters or questions arising under the Agreement as shall not adversely affect the interests of the holders of the Trust Certificates then outstanding or the rights, duties or immunities of the Trustee; and

WHEREAS, the Company and the Trustee, in accordance with Section 4.3 of the Agreement, desire to execute and deliver this Second Supplemental Agreement for the foregoing purpose and such amendment will not adversely affect the interests of the holders of the Trust Certificates now outstanding, 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 constructed and will cause to be sold, assigned, transferred and set over unto the Trustee, subject to all the terms of the Agreement, the following new standard-gauge railroad equipment (other than passenger cars and work equipment) (herein called the Equipment):

<u>No. of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
70	100-ton, 4,750 cu. ft. capacity, covered hopper cars, Class CH-100-37, Pullman Incorporated (Pullman-Standard Division), builder, to be numbered UP 78600 to UP 78669, both inclusive	\$ 35,000	\$ 2,450,000

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee and the Company shall, subject to the provisions of Sections 3.2, 3.3, 3.4 and 4.4(A) (2) of the Agreement, pay the builder thereof the Cost thereof as specified in the invoice of the builder.

(3) Pursuant to the provisions of Sections 4.1 and 4.2 of the Agreement, the Trustee hereby leases the Equipment to the Company for a term ending 15 years from and after January 1, 1976.

(4) The Company hereby accepts the lease of the 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 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 Equipment had originally been 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 Supplemental Agreement has been executed in several counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute only one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Second Supplemental Agreement to be duly executed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first written.

[Seal]

ATTEST:

F. W. [Signature]
Assistant Secretary

[Seal]

ATTEST:

A. P. Olson
Secretary

THE CHASE MANHATTAN BANK
(National Association),
as Trustee

By: [Signature]
Vice President

UNION PACIFIC RAILROAD COMPANY

By: [Signature]
Vice President-Finance