

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N.Y. 10022

KENDOR P. JONES
ASSISTANT EASTERN GENERAL COUNSEL

April 3, 1979

RECORDATION NO. 8157 Filed 1425

APR 13 1979 - 10 00 AM

INTERSTATE COMMERCE COMMISSION

Hon. H. G. Homme, Jr.
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, as amended by a First and a Second Supplemental Agreement thereto; Recordation Nos. 8157, 8157-A, 8157-B

Dear Sir:

Enclosed herewith are executed Counterparts Nos. 1 through 6 of a Third Supplemental Agreement, dated as of March 1, 1979, 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 payment of the fee associated with the filing and recordation of this document.

Very truly yours,

KPJ:ib
Enclosures

THIRD SUPPLEMENTAL AGREEMENT,
DATED AS OF MARCH 1, 1979,
BETWEEN
THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), TRUSTEE
AND UNION PACIFIC RAILROAD COMPANY

RECORDATION NO. 8157C Filed 1425

APR 13 1979 - 10 00 AM

This THIRD SUPPLEMENTAL AGREEMENT, dated as of ~~THE STATE OF~~ INTERSTATE COMMERCE COMMISSION
March 1, 1979, 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 Recor-
dation 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 Cer-
tificates (hereinafter called the Trust Certificates); (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; and (iii) a
Second Supplemental Agreement, dated as of May 1, 1978,
amending such Equipment Trust Agreement, as amended, which

was filed and recorded pursuant to Section 20c of the Act on July 3, 1978 and assigned Recordation No. 8157-B (such Equipment Trust Agreement, as amended by such First and Second Supplemental Agreements, being hereinafter called the Agreement); and

WHEREAS, certain of the Trust Equipment specifically described in the Agreement has been destroyed, constituting a Casualty Occurrence under Section 4.7 of the Agreement, and the Company has deposited with the Trustee Replacement Funds equal to the Fair Value of such destroyed Trust Equipment; and

WHEREAS, the Company desires that the Replacement Funds be used for the purchase of additional Equipment pursuant to Section 4.9 of the Agreement and has contracted or will contract for the construction and transfer to the Trustee of additional Equipment under the Agreement of such Cost that the aggregate final Cost of such additional Equipment will be at least equal to the amount of Replacement Funds; 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 Third 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>
8	Steel sheathed bay window type cabooses, Class CA-11, International Car Company, builder, to be numbered UP 25859 to UP 25866, both inclusive	\$ 56,000	\$ 448,000

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee shall, subject to the provisions of Sections 3.4 and 4.9 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.

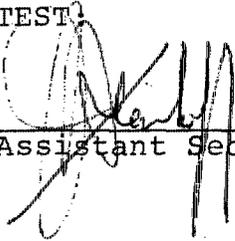
(6) Except as amended and supplemented hereby, the Agreement shall remain in full force and effect.

(7) This Third 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 Third 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.

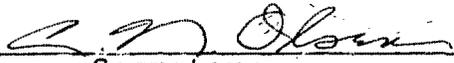
[SEAL]

ATTEST:

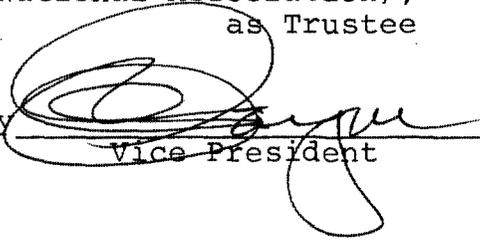

Assistant Secretary

[SEAL]

ATTEST:


Secretary

THE CHASE MANHATTAN BANK
(National Association),
as Trustee

By 
Vice President

UNION PACIFIC RAILROAD COMPANY

By 
Vice President and Treasurer

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 2nd day of April, 1979, before me personally appeared J.A. Payne, to me personally known, who, being by me duly sworn, says that he is a 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Della M. Killett

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

DELLA M. KILLETT
Notary Public, State of New York
No. 24-4319667
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1981

On this 29th day of March, 1979, before me personally appeared H. B. SHUTTLEWORTH, to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of UNION PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the 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.

Kendra Jones

Notary Public

Notary Public, State of New York
No. 31-7110325
Qualified in New York County
Commission Expires March 30, 1980