

RECORDATION NO. 8034-A Filed & Recorded

FEB 2 1976-9 25 AM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO EQUIPMENT LEASE AGREEMENT

THIS IS AN AMENDMENT to an Equipment Lease Agreement made as of August 15, 1975, between SEATTLE-FIRST NATIONAL BANK, a national banking association (hereinafter the "Lessor"), and THE WESTERN PACIFIC RAILROAD COMPANY, a California corporation (the "Lessee").

It is agreed that the Equipment Lease Agreement is amended in the following particulars:

1. That paragraph 4 shall be amended to read as follows:

4.1 Interim Term. The Interim Term of this Lease shall commence as to each Boxcar upon Lessee's acceptance of that Boxcar from the Reconstructor. Any Boxcar not delivered, accepted and settled for under the Reconstruction Agreement and accepted by the Lessee under this Lease on or prior to February 26, 1976, shall be excluded herefrom and Lessor shall have no obligation to purchase and pay reconstruction cost or lease the same to Lessee. The Interim Term shall end on February 26, 1976.

4.2 Full Term. The Full Term of this Lease shall commence the day immediately following the termination of the Interim Term and shall cease February 26, 1988, unless earlier terminated pursuant to his Lease Agreement.

2. Sub-paragraph 6.1 is hereby amended to read as follows:

6.1 Rent for Equipment. Lessee will pay Lessor for

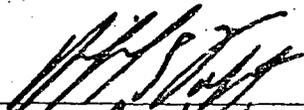
each Boxcar:

(a) Interim Rent payable in arrears at the lease rate factor divided by 365 on the daily outstanding principal balance of purchase price, reconstruction cost or other costs expended by Lessor, including expenses properly payable by Lessee pursuant to Paragraph 21.6 hereof for the period beginning when Lessor pays the purchase price or cost or any portion thereof for such Boxcar and ending on February 26, 1976. Accrued Interim Rent shall be paid on February 27, 1976.

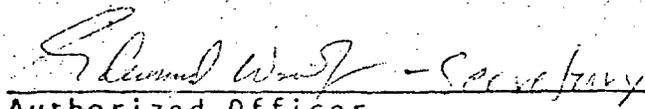
(b) Periodic rent payable in twenty-four (24) semi-annual installments commencing August 31, 1976, in an amount equal to 6.4334% of Lessor's Cost; provided, however, that the last installment of Periodic Rent due for the Term of this Lease (as defined in Paragraph 4.2 hereof) shall be payable on February 26, 1988. Lessor's Cost for each Boxcar shall be defined as the sum of the purchase price of the Boxcar from Lessee to Lessor, the Reconstruction Price of that Boxcar as defined in the Reconstruction Agreement, and other applicable costs including expenses properly payable by Lessee pursuant to Paragraph 21.6 hereof attributable on a proportional basis to that Boxcar unless otherwise reimbursed to Lessor. Before the due date of the first installment of Periodic Rent, Lessor will furnish Lessee a schedule showing the amounts and due dates of Periodic Rent determined as aforesaid; provided, however, the Periodic Rent will be increased to preserve the Lessor's after-tax rate of return in the event that more than 22.22% of Lessor's Cost is attributable to Boxcars delivered after December 31, 1975.

SEATTLE-FIRST NATIONAL BANK

By


Its Assistant Vice President

Attest:


Authorized Officer

THE WESTERN PACIFIC RAILROAD
COMPANY

By


Its Vice President - Finance

Attest:


SECRETARY

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 29th day of January, 1976, I, DIANE
LORETTE FAFOUTIS, Notary Public, compared the copy of
the First Amendment to Equipment Lease Agreement with
the original document and it is a true and correct copy
in all respects.

Diane Lorette Fafoutis
Notary Public

