

6077-B  
RECORDATION NO. \_\_\_\_\_ Filed & Recorded

EXECUTED IN ( 12 ) PARTS

COUNTERPART NO. ( 10 )

MAR 30 1971 - 10 15 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT

Amendment Agreement dated as of March 1, 1971, between UNITED STATES TRUST COMPANY OF NEW YORK, a New York banking corporation, acting as Trustee under a Trust Agreement dated as of March 1, 1971, with Chemical Bank (said trustee being hereinafter called the Lessor), and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation (hereinafter called the Lessee).

WHEREAS the Lessor and the Lessee are parties to a Lease of Railroad Equipment dated as of March 1, 1971 (hereinafter called the Lease), pursuant to which the Lessee is leasing from the Lessor the units of railroad equipment described in Schedule A to the Lease;

WHEREAS the Lease was recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on March 16, 1971, and was assigned recordation number 6077<sup>A</sup>; and

WHEREAS the Lessor and the Lessee now desire to amend the Lease;

WITNESSETH:

That, in consideration of the foregoing and of

the mutual promises of the parties hereto, the parties hereto agree as follows:

1. The first paragraph of Section 6 of the Lease is hereby amended by adding at the end of such first paragraph an additional sentence reading as follows:

"In the event of the loss, theft or complete destruction of such Unit, the Lessee shall also pay the Lessor the salvage value of such Unit which will be based upon its net scrap value, computed at the current quoted price per gross ton of Number 1 railroad heavy melting steel scrap at Pittsburgh, Pennsylvania, on the date of the Casualty Occurrence, less an allowance of \$4.50 per gross ton for dismantling such Unit. Upon such payment of the salvage value of such Unit, the title to such Unit shall pass to and vest in the Lessee."

2. The second paragraph of Section 6 of the Lease is hereby amended by deleting from such second paragraph the table appearing therein and substituting therefor a new table reading as follows:

<u>"Payment No.</u>	<u>Percentage</u>	<u>Payment No.</u>	<u>Percentage</u>
1 . . . . .	105.468%	16 . . . . .	75.265%
2 . . . . .	105.468	17 . . . . .	70.668
3 . . . . .	105.468	18 . . . . .	65.966
4 . . . . .	105.468	19 . . . . .	61.154
5 . . . . .	105.237	20 . . . . .	56.230
6 . . . . .	104.704	21 . . . . .	51.190
7 . . . . .	103.994	22 . . . . .	46.030
8 . . . . .	103.105	23 . . . . .	40.748
9 . . . . .	102.035	24 . . . . .	35.339
10 . . . . .	100.779	25 . . . . .	29.800
11 . . . . .	96.759	26 . . . . .	24.126
12 . . . . .	92.650	27 . . . . .	18.313
13 . . . . .	88.448	28 . . . . .	15.000
14 . . . . .	84.152	29 . . . . .	15.000
15 . . . . .	79.759	30 . . . . .	15.000"

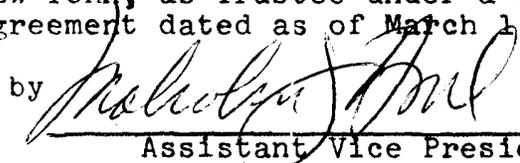
3. The Lessee will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission.

4. Except as amended hereby, the Lease shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officers, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

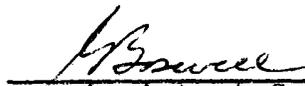
UNITED STATES TRUST COMPANY OF  
NEW YORK, as Trustee under a Trust  
Agreement dated as of March 1, 1971,

by

  
Assistant Vice President

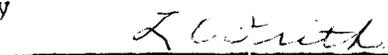
[Corporate Seal]

Attest:

  
Assistant Secretary

THE KANSAS CITY SOUTHERN RAILWAY  
COMPANY,

by

  
Executive Vice President

[Corporate Seal]

Attest:

  
Assistant Secretary



