

RECORDATION NO. 5957-A Filed & Recorded

JUN 17 1971 -9 35 AM

AMENDMENT AGREEMENT

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of March 1, 1971, among PULLMAN INCORPORATED (Pullman-Standard division), a Delaware corporation (hereinafter called the Builder), THE BOATMEN'S NATIONAL BANK OF ST. LOUIS, a national banking association (hereinafter called the Agent), as Agent under an Agreement dated as of March 1, 1971, and ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a Missouri corporation (hereinafter called the Railroad).

WHEREAS the Builder and the Railroad have entered into a Conditional Sale Agreement dated as of March 1, 1971 (hereinafter called the Conditional Sale Agreement), pursuant to which the Builder agreed to construct, sell and deliver to the Railroad, and the Railroad agreed to purchase, the railroad equipment (hereinafter called the Equipment) described in Schedule B to the Conditional Sale Agreement;

WHEREAS the Builder has assigned or will assign its rights under the Conditional Sale Agreement and its right, title and interest in the Equipment to the Agent pursuant to an Agreement and Assignment dated as of March 1, 1971 (hereinafter called the Assignment), between the Builder and the Agent;

WHEREAS the Conditional Sale Agreement was recorded with the Interstate Commerce Commission in accordance with

Section 20c of the Interstate Commerce Act on February 24, 1971, and was assigned recordation number 5957; and

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement in certain respects;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein-after set forth, the parties hereto do hereby agree as follows:

1. Article 4 of the Conditional Sale Agreement is hereby amended as follows:

(a) The fifth paragraph thereof shall be deleted in its entirety and there shall be substituted therefor a new fifth paragraph reading as follows:

"The first instalment of the Conditional Sale Indebtedness shall be payable on July 1, 1972, and subsequent instalments shall be payable annually thereafter on July 1 of each year to and including July 1, 1986. The unpaid Conditional Sale Indebtedness with respect to each Group shall bear interest from the respective Closing Dates on which such indebtedness was incurred at the rates of 7% per annum in respect of the instalments of Conditional Sale Indebtedness payable on July 1 in the years 1972 and 1973, 7-1/4% per annum in respect of the instalment of Conditional Sale Indebtedness payable on July 1 in the year 1974 and 7-3/4% per annum in respect of the instalments of Conditional Sale Indebtedness payable on July 1 in the years 1975 to 1986, inclusive. Such interest shall be payable to the extent accrued on January 1 and July 1 in each year, commencing January 1, 1972."

(b) The figure "6-1/2%" in the ninth paragraph thereof is hereby amended to read "8-1/4%".

2. The Assignment is or shall be hereby amended, upon the execution hereof and thereof, to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

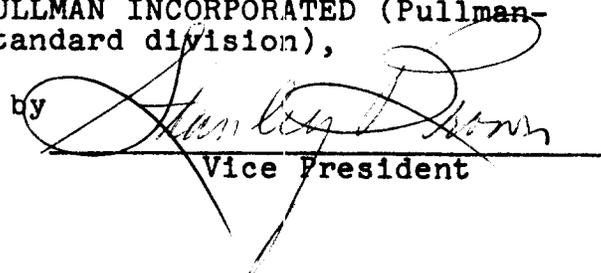
3. The Railroad will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

4. (a) Except as amended hereby, the Conditional Sale Agreement and the Assignment, if heretofore executed, shall remain unaltered and in full force and effect and (b) the Assignment, if not heretofore executed, shall, upon the execution thereof, be in full force and effect as amended hereby.

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

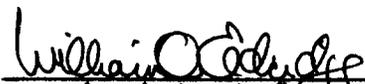
PULLMAN INCORPORATED (Pullman-
Standard division),

by


Vice President

[Corporate Seal]

Attest:


Assistant Secretary

THE BOATMEN'S NATIONAL BANK OF
ST. LOUIS, as Agent,

[Corporate Seal]

by *Robert B. [Signature]*
Vice President

Attest:

[Signature]
Assistant Trust Officer

ST. LOUIS-SAN FRANCISCO
RAILWAY COMPANY,

[Corporate Seal]

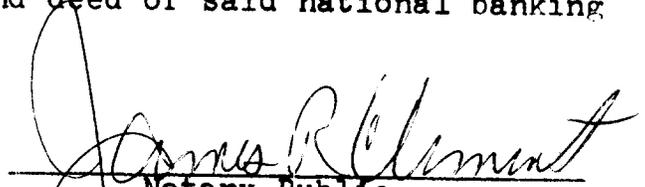
by *[Signature]*
Vice President

Attest:

[Signature]
Assistant Secretary

STATE OF MISSOURI)
) ss.:
CITY OF ST. LOUIS)

On this 15th day of June, 1971, before me personally
appeared Robert M. Ochs, to me personally known,
who, being by me duly sworn, says that he is a Vice President
of THE BOATMEN'S NATIONAL BANK OF ST. LOUIS, that one of the
seals affixed to the foregoing instrument is the corporate
seal of said national banking association and that said
instrument was signed and sealed on behalf of said national
banking association 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 national banking
association.



Notary Public

[Notarial Seal]

My commission expires MAR 23 1974

This is to certify that this act was performed in the
City of St. Louis which adjoins St. Louis County,
within and for which I have been commissioned.

