

RECORDATION NO. 7935-^E Filed & Recorded

OCT 6 1975 - 2 20 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of August 1, 1975, between WCTU RAILWAY COMPANY, an Oregon corporation (hereinafter called the Lessee), and WALTER E. HELLER & COMPANY, a Delaware corporation (hereinafter called the Lessor).

WHEREAS the Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of March 1, 1975 (hereinafter called the Lease);

WHEREAS the Lease was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on May 29, 1975, at 10:35 a.m., and was assigned recordation number 7935-A; and

WHEREAS the parties hereto now desire to amend the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The second sentence of the first paragraph of § 3 of the Lease is hereby amended to read in its entirety as follows:

"The rental payment payable on September 15, 1975, shall be in an amount equal to the sum of (i) 67.2113% of the Purchase Price (as defined in the Security Documentation) of each Unit subject to this Lease for each day elapsed from the Closing Date (as defined in the Security Documentation) for such Unit to and including the date of such payment multiplied by the Interim Rate (as defined in the Security Documentation) for each day so elapsed, plus (ii) 32.7887% of the Purchase Price of each Unit subject to this Lease for each day elapsed from the Closing Date for such Unit to and including the date of such payment multiplied by .02916% for each day so elapsed, plus (iii) amounts equal to the amounts required to be paid by the Lessor pursuant to the last paragraph of Paragraph 4 of the Finance Agreement."

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d. B. B.
CPL*

2. The second paragraph of § 7 of the Lease is hereby amended to read in its entirety as follows:

"Subject to adjustment pursuant to the provisions of § 17 hereof, the Casualty Value of each Unit as of the payment date on which payment is to be made as aforesaid shall be that percentage of the Purchase Price of such Unit as is set forth in the following schedule opposite such date:

<u>Date</u>	<u>Percentage of Purchase Price</u>
September 15, 1975	84.86%
September 15, 1976	87.93
September 15, 1977	89.75
September 15, 1978	90.54
September 15, 1979	90.35
September 15, 1980	89.26
September 15, 1981	87.33
September 15, 1982	84.66
September 15, 1983	81.35
September 15, 1984	77.52
September 15, 1985	73.30
September 15, 1986	68.72
September 15, 1987	63.85
September 15, 1988	58.74

<u>Date</u>	<u>Percentage of Purchase Price</u>
September 15, 1989	53.39
September 15, 1990	47.80
September 15, 1991	41.97
September 15, 1992	35.88
September 15, 1993	29.54
September 15, 1994	22.95
September 15, 1995 and thereafter	16.04

3. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 16 of the Lease.

4. The Lease, as hereby amended, is hereby confirmed in its entirety.

5. The Lessor hereby confirms the assignment of the Lease to First Security Bank of Utah, N.A., not in its individual capacity but solely as Agent (the "Vendor"), as assignee under the Assignment of Lease and Agreement dated as of March 1, 1975 (the "Assignment"), by and between the Lessor and the Vendor, and agrees that the term "Lease" as used in the Assignment shall be deemed to include the Lease as amended hereby, and the Lessee hereby consents thereto.

6. This Amendment Agreement may be executed in several counterparts, such counterparts together constituting but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused

their names to be signed hereto 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 above written.

WCTU RAILWAY COMPANY,

by

Walter P. Lally
President

[Corporate Seal]

Attest:

U. B. Moore
Assistant Secretary

WALTER E. HELLER & COMPANY,

by

Walter E. Heller
Vice President

[Corporate Seal]

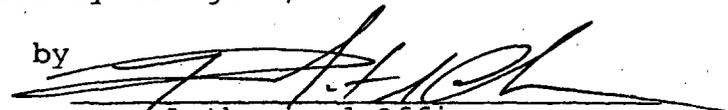
Attest:

Charles A. Buzzolara
Secretary

The undersigned, pursuant to Paragraph 3 of the Assignment of Lease and Agreement dated as of March 1, 1975 (the "Assignment"), by and between Walter E. Heller & Company (the "Vendee") and the undersigned, not in its individual capacity but solely as Agent under the Finance Agreement dated as of March 1, 1975, among the undersigned, the Vendee, WCTU Railway Company and the parties named in Schedules A and B thereto, and as assignee under the Assignment, hereby consents to the foregoing Amendment Agreement and acknowledges receipt of an executed copy thereof.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity but
solely as Agent,

by


Authorized Officer

The undersigned, as Guarantor under the Guaranty Agreement dated as of March 1, 1975 (the "Guaranty Agreement"), among the undersigned, Walter E. Heller & Company and First Security Bank of Utah, N.A., not in its individual capacity but solely as Agent, hereby confirms its obligations under the Guaranty Agreement notwithstanding the foregoing Amendment Agreement and agrees that the term "Lease" as used in the Guaranty Agreement shall be deemed to include the Lease as amended by the foregoing Amendment Agreement, and the undersigned hereby acknowledges receipt of an executed copy thereof.

UNION TANK CAR COMPANY,

by


Vice President