

FEB 5 1976 -10 45 AM

## INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT dated as of January 1, 1976, among St. Louis-San Francisco Railway Company (hereinafter called the Lessee), Continental Illinois National Bank and Trust Company of Chicago, as trustee (hereinafter called the Lessor), and Continental Illinois National Bank and Trust Company of Chicago, as agent (hereinafter called the Assignee).

WHEREAS the Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of July 15, 1975 (hereinafter called the Lease);

WHEREAS the Lessor and the Assignee have entered into an Assignment of Lease and Agreement dated as of July 15, 1975 (hereinafter called the Assignment);

WHEREAS the Lease and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 3, 1975, at 2:25 p.m., and were assigned recordation number 8070 and 8070-C, respectively; and

WHEREAS Sections 3 and 17 of the Lease provide for increase in rental payments and payments in respect of casualty occurrences in certain circumstances; and

WHEREAS the Lessor and the Lessee now desire to supplement the Lease to establish the amount of such increases;

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

1. The 30 semiannual rental payments set forth in the final sentence of the second paragraph of Section 3 thereof are increased from 4.835% of the Purchase Price of each Unit (as such terms are defined in the Lease) then subject to the Lease to 4.865% of such Purchase Price.

2. The Casualty Value (as such term is defined in the Lease) of each Unit as of the rental payment date on which payment thereof is to be made shall be the percentage of the Purchase Price of such Unit set forth in the following schedule in lieu of the schedule set forth in the second paragraph of Section 7 of the Lease:

<u>Rental Payment Date</u>	<u>Percentage</u>	<u>Rental Payment Date</u>	<u>Percentage</u>
January 1, 1976	106.363%	January 1, 1981	98.312%
July 1, 1976	108.856	July 1, 1981	88.688
January 1, 1977	109.615	January 1, 1982	86.505
July 1, 1977	110.031	July 1, 1982	84.106
January 1, 1978	110.321	January 1, 1983	81.573
July 1, 1978	110.283	July 1, 1983	71.550
January 1, 1979	109.933	January 1, 1984	68.756
July 1, 1979	101.905	July 1, 1984	65.832
January 1, 1980	100.894	January 1, 1985	62.787
July 1, 1980	99.578	July 1, 1985	59.615

<u>Rental Payment Date</u>	<u>Percentage</u>	<u>Rental Payment Date</u>	<u>Percentage</u>
January 1, 1986	56.327%	January 1, 1989	36.400%
July 1, 1986	52.914	July 1, 1989	33.530
January 1, 1987	49.396	January 1, 1990	30.500
July 1, 1987	45.844	July 1, 1990	27.260
January 1, 1988	42.386	January 1, 1991	23.840
July 1, 1988	39.320	July 1, 1991 (and thereafter)	20.000

3. The Assignment is hereby amended to permit the aforesaid supplement to the Lease as though originally set forth therein.

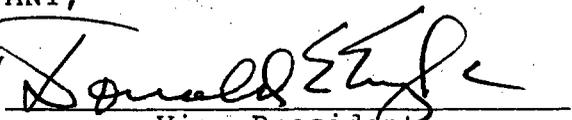
4. The Lessee will promptly cause this Supplemental Agreement to be filed and recorded in accordance with the provisions of § 16 of the Lease.

5. Except as supplemented hereby, the Lease and the Assignment shall remain unaltered and in full force and effect.

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.

ST. LOUIS-SAN FRANCISCO RAILWAY  
COMPANY,

by

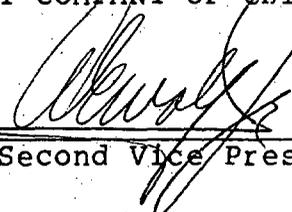
  
Vice President

[Corporate Seal]

Attest:

  
Secretary

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO, as  
trustee,

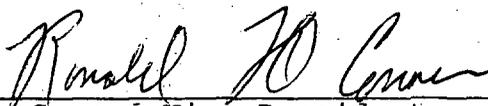
by   
Second Vice President

[Corporate Seal]

Attest:

  
Trust Officer

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO, as  
agent,

by   
Second Vice President

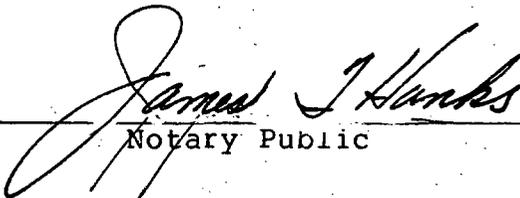
[Corporate Seal]

Attest:

  
Trust Officer

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

On this *24* day of *February*, 1976, before me personally appeared D. E. ENGLE, to me personally known, who being by me duly sworn, says that he is a Vice President of ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, 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.

  
\_\_\_\_\_  
Notary Public

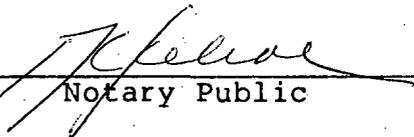
[Notarial Seal]

My Commission expires

*June 30, 1976*  
~~NOVEMBER 16, 1977~~

STATE OF ILLINOIS, )  
                          ) ss.:  
COUNTY OF COOK,     )

On this *26TH* day of *JANUARY*, 1976, before me personally appeared *A. E. WOLF, JR.*, to me personally known, who being by me duly sworn, says that he is a Second Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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.

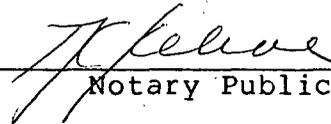
  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires NOVEMBER 16, 1977

STATE OF ILLINOIS, )  
                          ) ss.:  
COUNTY OF COOK,     )

On this 26<sup>TH</sup> day of JANUARY, 1976, before me personally appeared RONALD F. O'CONNOR, to me personally known, who being by me duly sworn, says that he is a Second Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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.

  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires