

RECORDATION NO. 10630 P Filed 1425

AGREEMENT

AUG 16 1979 -4 09 PM

INTERSTATE COMMERCE COMMISSION

This Agreement ("Agreement"), made this July 30, 1979, between Railroad Consultants, a California Partnership, ("RRC") and Union Railroad of Oregon, a Oregon Corporation, (Lessee) as Lessee.

Section 6D of the Lease Agreement dated December 1, 1978, between Railroad Consultants and Union Railroad of Oregon is hereby amended by deleting such section in its entirety and substituting in lieu thereof, the following:

D. If the ICC shall at any time (1) issue an order reducing incentive car hire payments for cars on an annual basis without a corresponding increase in straight car hire payments or other monies available to both RRC and Lessee at least equal to an amount to such reduction or (2) determine that Lessee may not apply its incentive car hire receipts in payment of the rental charges set forth in this Section 6, RRC shall either (i) terminate this Agreement, or (ii) keep this Agreement in effect except that it shall pay to RRC for the use of the Cars, shall be the rent as defined in Section 6 multiplied by the Net Incremental Revenue Ratio. Net Incremental Revenue Ratio is defined as a fraction, the numerator of which is the sum of the published per diem plus one half, the incentive per diem rates based on one car's earnings per day at the time before such reduction in incentive car hire payments and the denominator of which is the sum of the published per diem rate plus one half the incentive per diem rate based on one car's earnings per day after the reduction in incentive car hire payments.

RAILROAD CONSULTANTS

UNION RAILROAD OF OREGON

BY: [Signature]

BY: [Signature]

TITLE: General Partner

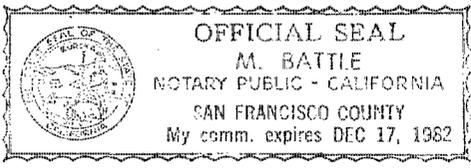
TITLE: Secretary / Manager

DATE: 7/30/79

DATE: 7/31/79

STATE OF *California*  
COUNTY OF *San Francisco*

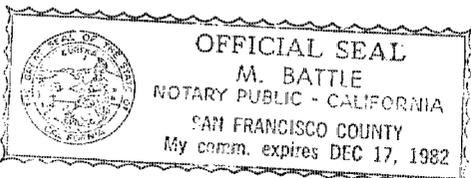
On this *30<sup>th</sup>* day of *July*, 197*9*, before me personally appeared *Hugh M. Chung*  
to me personally known, who being by me duly sworn says that such person is *Gen. Partner* of  
*Railroad Consultants*, that the foregoing Lease Agreement, Rider(s) No. .... and Equip-  
ment Schedule(s) No. .... were signed on behalf of said corporation by authority of its board of  
directors, and such person acknowledged that the execution of the foregoing instruments were the  
free acts and deeds of such corporation.



*M. Battle*  
Notary Public

STATE OF *California*  
COUNTY OF *San Francisco*

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*M. Battle*  
Notary Public