

RECORDATION NO. 7579-E Filed & n

NOV 20 1974 - 12 25 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of November 1, 1974, among St. Louis-San Francisco Railway Company (hereinafter called the Railroad), United States Trust Company of New York, as Trustee (hereinafter called the Lessor), and Mercantile-Safe Deposit and Trust Company, as agent (hereinafter called the Assignee).

WHEREAS the Railroad and the Lessor have entered into a Lease of Railroad Equipment dated as of June 1, 1974 (hereinafter called the Lease);

WHEREAS the Lessor and the Assignee have entered into an Assignment of Lease and Agreement dated as of June 1, 1974 (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 July 22, 1974, at 10:15 a.m., and were assigned recordation numbers 7579A and 7579C, respectively; and

WHEREAS the parties hereto now desire to amend the Lease and the Assignment;

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

1. § 3 of the Lease is hereby amended to substitute ".0079167%" for ".00701664%" and to substitute "(in the case of the December 1, 1974, payment)" for "(in the case of the December 1, 1975 payment)" in the second sentence thereof.

2. § 4 of the Lease is hereby amended to substitute "§§ 7, 10, 13 and 21" for "§§ 7, 10 and 13" in the first paragraph thereof.

3. § 7 of the Lease is hereby amended to add the following sentence to the third paragraph thereof: "The parties hereto acknowledge that the percentages set forth in the foregoing paragraph have been calculated with the assumption that the Long-Term Debt Rate will be 10-1/4%. If the Long-Term Debt Rate is other than 10-1/4%, the percentages set forth in the foregoing paragraph shall be adjusted so that the Beneficiary's net return in the event of a Casualty Occurrence shall equal the net return that would have been realized by the Beneficiary if the Long-Term Debt Rate had been 10-1/4%, and the Lessor had received the Casualty Value calculated as set forth above. Said adjustment shall be set forth in an agreement supplemental hereto by the parties hereto."

4. § 12 of the Lease is hereby amended to substitute "shall, to the extent set forth in the instrument of

assignment, inure to the benefit of the Lessor's assigns" for "shall inure to the benefit of the Lessor's assigns" in the second sentence of the first paragraph thereof.

5. § 17 of the Lease is hereby amended by adding after the last paragraph thereof the following:

"Any increase in rentals and adjustments in Casualty Values, damages and amounts, as aforesaid (hereinafter called Indemnity Payments), shall be obligations of the Lessee unsecured by any interest in the Units. Default in payment of any Indemnity Payment shall not constitute an Event of Default hereunder, and, in case of default in payment of any Indemnity Payment, the Lessor may proceed by appropriate court action to recover the amount of Indemnity Payments not paid when due, together with damages arising out of such nonpayment, but the Lessor may not terminate this Lease, recover possession of the Units, or otherwise exercise the remedies set forth in subparagraph (b) of the first paragraph of § 10 hereof."

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

7. Paragraph 1 of the Assignment is hereby amended by substituting ", except Indemnity Payments (as defined in the Lease) (such moneys, except Indemnity Payments as aforesaid, being hereinafter called Payments)" for "(such moneys being hereinafter called Payments)" in the first sentence thereof.

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

9. Except as amended 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

J. E. Barley
Vice President

[Corporate Seal]

Attest:

[Signature]
Assistant Secretary

UNITED STATES TRUST COMPANY OF NEW YORK,

by

[Signature]
Vice President

[Corporate Seal]

Attest:

Gene R. Scocca
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as agent

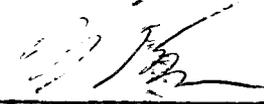
by



ASSISTANT Vice President

[Corporate Seal]

Attest:

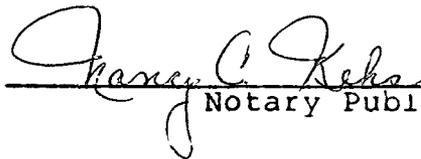


CORPORATE TRUST OFFICER

STATE OF MARYLAND ,)
) ss.:
CITY OF BALTIMORE,)

On this 4th day of November 1974, before me personally appeared G. J. Johnston, to me personally known, who being by me duly sworn, says that he is ASSISTANT VICE PRESIDENT

of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company 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 company.



Notary Public



[Notarial Seal]

My Commission expires 7-1-78

I was commissioned as Nancy C. Schmidt

