

RECORDATION NO. 7579 Filed & Recorded

MAY 27 1975 11 10 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of March 1, 1975, among Pullman Incorporated (Pullman-Standard division) (hereinafter called the Builder), St. Louis-San Francisco Railway Company (hereinafter called the Railroad), United States Trust Company of New York, as Trustee (hereinafter called the Vendee), and Mercantile-Safe Deposit and Trust Company, as agent (hereinafter called the Assignee).

WHEREAS the Builder, the Railroad and the Vendee have entered into a Conditional Sale Agreement dated as of June 1, 1974 (hereinafter called the Original Conditional Sale Agreement);

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment dated as of June 1, 1974 (hereinafter called the Original Assignment);

WHEREAS the Original Conditional Sale Agreement and the Original 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 7579 and 7579B, respectively;

WHEREAS the Original Conditional Sale Agreement and the Original Assignment have been amended by an Amendment

Agreement dated as of November 1, 1974 (the Original Conditional Sale Agreement and the Original Assignment, as so amended, being hereinafter called the Conditional Sale Agreement and the Assignment, respectively); and

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement and the Assignment;

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

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

(a) substituting the dates March 1 and September 1 for the dates June 1 and December 1, respectively, in the first sentence of the fourth paragraph thereof,

(b) adding at the end of the penultimate sentence of the fourth paragraph thereof the following;

"; provided, however, that for the purpose of calculating the amount of principal due on the first such Payment Date, it shall be assumed that interest is payable at the Long-Term Debt Rate for a full six-month period.", and

(c) by deleting the second sentence of the eighth paragraph thereof.

2. Article 16 of the Conditional Sale Agreement is hereby amended by:

(a) adding after subparagraph (e) of the first paragraph thereof the following:

"or (f) an Event of Default specified in § 10 of the Lease arising out of a default by the Guarantor in the performance of any undertaking contained in the Lease intended to fulfill the obligations of the Vendee hereunder shall have occurred and be continuing;" and

(b) adding after the first paragraph thereof the following:

"Anything in this Agreement to the contrary notwithstanding, in the case of any event of default occurring hereunder due to an Event of Default under subparagraph A of the first paragraph of § 10 of the Lease, the Vendor shall not, without the prior written consent of the Vendee, exercise any remedy or remedies provided herein or in the Lease in respect of such Event of Default unless and until an event of default hereunder shall have occurred pursuant to subparagraph (a), (b), (c), (d) or (e) of the first paragraph of this Article 16. Prior to such occurrence the Vendee shall have the right to cure such Event of Default on behalf of the Lessee; provided, however, that any such cure shall not constitute, and shall not be construed as, a waiver of such Event of Default or future Events of Default or any rights or remedies of the Vendee and/or the Vendor arising therefrom. No party exercising any right to cure an Event of Default pursuant to this paragraph shall obtain any lien, charge or encumbrance of any kind on any of the Equipment or any rentals or other amounts payable therefor under the Lease in respect of any sums paid in connection with the exercise of such right or the curing of such Event of Default, nor shall any claims of such party against the Lessee or the repayment of such sums so advanced impair the prior right of the Vendor to the sums payable by the Lessee under the Lease. The rights provided in this paragraph shall be in addition to, and shall not be construed to limit, the rights of the Vendee set forth in the fourth paragraph of Article 17 hereof."

3. The term "Take-Out Date" as used in the Conditional Sale Agreement shall mean May 15, 1975.

4. The term "Long Term Debt Rate" as used in the Conditional Sale Agreement shall mean 10% per annum.

5. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth therein.

6. The Railroad will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement.

7. Except as amended hereby, the Conditional Sale Agreement 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.

PULLMAN INCORPORATED  
(Pullman-Standard division)

by

B. H. Jones  
Vice President

[Corporate Seal]

Attest:

William O. O'Grady  
Assistant Secretary

ST. LOUIS-SAN FRANCISCO RAILWAY  
COMPANY,

by

*[Signature]*  
Vice President

[Corporate Seal]

Attest:

*[Signature]*  
Assistant Secretary

UNITED STATES TRUST COMPANY OF  
NEW YORK,

by

*[Signature]*  
Vice President

[Corporate Seal]

Attest:

*[Signature]*  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as agent

by

*[Signature]*  
Assistant Vice President

[Corporate Seal]

Attest:

*[Signature]*  
Corporate Trust Officer

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

On this *22nd* day of *May*, 1975, before me personally appeared *D. E. Bailey*, to me personally known, who being by me duly sworn, says that he is 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.

*James I. Hanks*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires

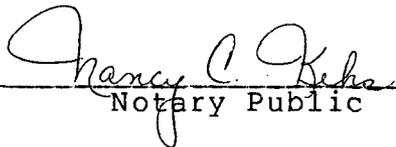
*June 30, 1976*





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

On this 16 day of MAY 1975, before me personally appeared G. J. Johnston, to me personally known, who being by me duly sworn, says that he is an 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 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 July 1, 1978

I WAS COMMISSIONED AS  
NANCY C. SCHMIDT