

MAY 27 1975-11 10 AM

~~INTERSTATE COMMERCE COMMISSION~~  
AMENDMENT AGREEMENT, dated as of March 1, 1975, 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 Original 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 Original Assignment);

WHEREAS the Original Lease 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 7579A and 7579C, respectively;

WHEREAS the Original Lease and the Original Assignment have been amended by an Amendment Agreement dated as of November 1, 1974 (the Original Lease and the Original Assignment, as so amended, being hereinafter called the Lease and the Assignment, 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 by (a) substituting the dates March 1 and September 1 for the dates June 1 and December 1, respectively, in all cases where such dates appear therein, except in the case of December 1, 1974, and (b) substituting for the second sentence of the second paragraph thereof the following: "If the Take-Out Date shall occur after March 1, 1975, the semiannual rental payment payable on September 1, 1975, shall be reduced by an amount equal to .0215772% of the Purchase Price of each Unit then subject to this Lease for each day elapsed from March 1, 1975, to the Take-Out Date (computed on the basis of a 360-day year of twelve 30-day months).

2. § 7 of the Lease is hereby amended by substituting the schedule set forth in Exhibit A hereto for the schedule forth in the second paragraph thereof.

3. § 10 of the Lease is hereby amended to:

(a) insert after the word "Lessor" the words  
", the Vendor or any investor in the Conditional Sale

Indebtedness (as defined in the Security Documents)"  
in subparagraph C of the first paragraph thereof,

(b) add after subparagraph E of the first paragraph thereof the following:

"or F. an event of default in Article 16 of the Security Documents arising out of any default by the Lessee in performing any of its obligations hereunder shall have occurred and be continuing;"

(c) substitute for the last paragraph thereof the following paragraph:

"If the Lessee fails to perform or comply with any of its agreements contained herein, the Lessor may upon notice to the Lessee itself perform or comply with such agreement, and the amount of the reasonable cost and expenses of the Lessor incurred in connection with such performance or compliance, together with interest on such amount at the rate per annum which First National City Bank, New York, New York, charges for unsecured 90-day loans to large corporate borrowers of the highest credit standing at the time in effect, shall be payable by the Lessee upon demand. The failure of the Lessor to exercise the rights granted it hereunder upon the occurrence of any of the contingencies set forth herein, or the performance or compliance by the Lessor as aforesaid, shall not constitute, and shall not be construed as, a waiver of any rights or remedies arising from such occurrence or failure of the Lessee to perform or comply upon the continuation or recurrence of any such occurrence or failure or other occurrence or failure. Upon demand of the Lessor or the Vendor, the Lessee shall furnish written acknowledgement to the effect that any such failure to exercise rights or remedies, or performance or compliance by the Lessor, shall not constitute a waiver as aforesaid."

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

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

6. 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. C. Bailey*  
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:

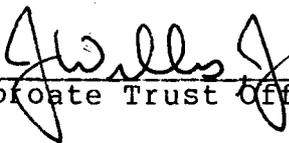
  
Corporate Trust Officer







EXHIBIT A

| <u>Date</u>                   | <u>Percentage</u> |
|-------------------------------|-------------------|
| December 1, 1974              | 104.4100          |
| Take-out Date                 | 104.4100          |
| September 1, 1975             | 103.8379          |
| March 1, 1976                 | 103.5965          |
| September 1, 1976             | 103.2514          |
| March 1, 1977                 | 102.9971          |
| September 1, 1977             | 102.7907          |
| March 1, 1978                 | 102.3762          |
| September 1, 1978             | 97.0972           |
| March 1, 1979                 | 96.2890           |
| September 1, 1979             | 95.2896           |
| March 1, 1980                 | 94.1012           |
| September 1, 1980             | 88.6499           |
| March 1, 1981                 | 86.5078           |
| September 1, 1981             | 84.7770           |
| March 1, 1982                 | 82.8859           |
| September 1, 1982             | 74.0006           |
| March 1, 1983                 | 71.6767           |
| September 1, 1983             | 69.2115           |
| March 1, 1984                 | 66.6078           |
| September 1, 1984             | 63.8663           |
| March 1, 1985                 | 60.9897           |
| September 1, 1985             | 57.9882           |
| March 1, 1986                 | 54.8780           |
| September 1, 1986             | 51.6577           |
| March 1, 1987                 | 48.3270           |
| September 1, 1987             | 44.8819           |
| March 1, 1988                 | 41.3181           |
| September 1, 1988             | 37.6427           |
| March 1, 1989                 | 33.8658           |
| September 1, 1989             | 29.9856           |
| March 1, 1990, and thereafter | 20.0000           |