

RECORDATION NO. 7447A  
REC.

Filed & Recorded  
First 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

JUL 1

1974 - 10 30 AM  
1974 - 10 30 AM

INTERSTATE COMMERCE COMMISSION  
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of June 1, 1974, among The Western Pacific Railroad Company (hereinafter called the Lessee), Wells Fargo Bank, National Association, as trustee (hereinafter called the Lessor), and United States Trust Company of New York, as agent (hereinafter called the Assignee).

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

WHEREAS the Lessor and the Assignee have entered into an Assignment of Lease and Agreement dated as of February 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 March 26, 1974, at 9:55 a.m., and were assigned recordation number 7447; and

WHEREAS the parties hereto now desire to amend the Lease;

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

1. The last sentence of the first paragraph of §3

of the Lease is hereby amended to read as follows: "The next 30 semiannual rental payments shall each be in an amount equal to 4.52365% of the Purchase Price of each Unit then subject to this Lease which shall have been delivered and accepted on or prior to June 30, 1974, plus an amount equal to 4.89000% of the Purchase Price of each other Unit then subject to this Lease."

2. The second paragraph of §7 of the Lease is hereby amended to read as follows:

"Subject to adjustment pursuant to the provisions of §17 hereof, the Casualty Value of each Unit as of the payment date on which payment is to be made as aforesaid shall be that percentage of the Purchase Price of such Unit as is set forth in the following schedule opposite such date:

<u>Date</u>	<u>Percentage of Purchase Price of Units delivered and accepted on or prior to June 30, 1974</u>	<u>Percentage of Purchase Price of Units delivered and accepted after June 30, 1974</u>
October 1, 1974	101.7500%	101.7500%
April 1, 1975	101.5993	102.0187
October 1, 1975	102.3842	103.4024
April 1, 1976	102.8111	104.3280
October 1, 1976	102.8100	104.9074
April 1, 1977	102.6344	105.0928
October 1, 1977	101.8021	104.9511
April 1, 1978	95.9221	99.3325
October 1, 1978	94.3141	98.4951
April 1, 1979	93.0500	97.2981
October 1, 1979	90.8489	95.7947
April 1, 1980	84.1421	88.8535
October 1, 1980	81.7445	86.7191
April 1, 1981	79.7831	84.4018
October 1, 1981	77.2061	81.7669
April 1, 1982	69.6866	74.0119
October 1, 1982	66.9484	71.1164
April 1, 1983	64.2096	68.1701
October 1, 1983	61.3502	65.0861
April 1, 1984	58.2646	61.7472
October 1, 1984	55.2952	58.5152
April 1, 1985	51.8939	54.8241
October 1, 1985	48.8442	51.4712
April 1, 1986	45.1244	47.4912
October 1, 1986	41.9927	44.0113
April 1, 1987	37.9754	39.7073
October 1, 1987	34.7298	36.1078
April 1, 1988	30.3920	31.4516
October 1, 1988	27.0716	27.7781
April 1, 1989	22.3417	22.7017
October 1, 1989 and thereafter	18.0000	18.0000"

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

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

5. 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.

THE WESTERN PACIFIC RAILROAD COMPANY.

by *W. S. Stumbo, Jr.*  
Vice President

[Corporate Seal]

Attest:

*Katherine M. Griffin*  
Assistant Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee,

by *J. M. [Signature]*  
~~Vice President~~  
TRUST OFFICER

[Corporate Seal]

Attest:

*[Signature]*  
Assistant Secretary

UNITED STATES TRUST COMPANY OF NEW YORK, as agent,

by *[Signature]*  
Vice President

[Corporate Seal]

Attest:

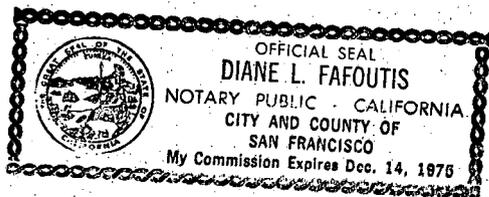
*Gene B. Scocca*  
Assistant Secretary

STATE OF CALIFORNIA, )  
 ) ss.:  
CITY AND COUNTY OF SAN FRANCISCO, )

On this *25th* day of June 1974, before me personally appeared R. W. STUMBO, JR. , to me personally known, who being by me duly sworn, says that he is Vice President of THE WESTERN PACIFIC RAILROAD 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.

*Diane L. Fafoutis*  
\_\_\_\_\_  
Notary Public

[Notarial Stamp]



STATE OF CALIFORNIA, )  
 ) ss.:  
CITY AND COUNTY OF SAN FRANCISCO, )

On this *28th* day of June 1974, before me personally appeared **F. R. Rico**, to me personally known, **TRUST OFFICER** who being by me duly sworn, says that he is ~~Vice President~~ of WELLS FARGO BANK, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

*Marguerite C. Olivier*  
Notary Public

[Notarial Stamp]

