

7032-C  
RECORDATION NO. \_\_\_\_\_ Filed & Recorded  
JUL 23 1973 10 05 AM  
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of May 15, 1973, among Trust Company for USL, Inc., as Trustee (hereinafter called the Lessor), St. Louis-San Francisco Railway Company (hereinafter called the Lessee) and The Boatmen's National Bank of St. Louis, as Agent (hereinafter called the Assignee).

WHEREAS the Lessor and the Lessee have entered into a Lease of Railroad Equipment dated as of May 1, 1973 (hereinafter called the Lease); and

WHEREAS the Lessor has assigned for security purposes its rights in, to and under the Lease to the Assignee pursuant to an Assignment of Lease and Agreement dated as of May 1, 1973 (hereinafter called the Lease Assignment); and

WHEREAS the Lease and the Lease Assignment have been filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on May 23, 1973, and assigned recordation number 7032-A; and

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

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

1. Section 3 of the Lease is hereby amended to substitute in the first paragraph thereof the term "Security Documents" for the term "Conditional Sale Agreement" in each case where such term appears.

2. Section 7 of the Lease is hereby amended to insert after the schedule in the second paragraph thereof the following:

"The Casualty Value of each Unit settled for under the Security Documents on or prior to September 6, 1973, suffering a Casualty Occurrence on or prior to September 1, 1973, shall be an amount equal to 101.000% of the Purchase Price of such Unit, payable September 6, 1973, plus an amount equal to the rental payment which would be due on such date with respect to such Unit had there been no Casualty Occurrence in respect thereof. In the event that any Unit settled for after September 6, 1973, suffers a Casualty Occurrence prior to December 1, 1973, the Lessee shall pay to the Lessor as rental an amount equal to .117% of the Purchase Price of such Unit in addition to the Casualty Value thereof. The Casualty Value of any Unit which suffers a Casualty Occurrence during any extended term of this Lease shall be

determined in like manner as the Fair Rental Value of such Unit (as defined in Section 13 hereof) is determined. The provisions of this paragraph shall be applicable in the event the schedule set forth above shall be modified pursuant to the provisions of Section 17 hereof."

3. Section 17 of the Lease is hereby amended to delete all except the first three paragraphs thereof and to substitute for the deleted portion thereof the following:

"The rental rate provided in Section 3 hereof and the Casualty Values provided in Section 7 hereof have been calculated on the basis of the Depreciation Deductions in respect of the Units being available on the basis of a 12-year life on one of the accelerated methods of depreciation provided in Section 167(b) of the Code. If, at any time before May 15, 1974, the Internal Revenue Service issues a regulation, ruling, procedure or other published position of general applicability which authorizes taxpayers similarly situated with the trustor for whom the Lessor is acting as trustee (said trustor being hereinafter called the Trustor) to take such Depreciation Deductions on the basis of an 11-year life, and counsel for the Trustor renders to the

Trustor an unqualified written opinion approving use by the Trustor of such Depreciation Deductions on the basis of an 11-year life, the quarter-annual rental rate for the Units set forth in Section 3 hereof shall, on the next succeeding rental payment date after delivery to the Trustor of such opinion, be decreased to 2.1974% of the Purchase Price of each Unit, and the Casualty Value of any Unit suffering a Casualty Occurrence thereafter shall be determined in accordance with the schedule set out below in lieu of the schedule set out in Section 7 hereof.

<u>Payment No.</u>	<u>Percentage</u>	<u>Payment No.</u>	<u>Percentage</u>
1	104.750%	31	75.875%
2	104.750	32	74.500
3	105.250	33	73.000
4	105.625	34	71.500
5	105.875	35	70.000
6	106.125	36	68.375
7	106.375	37	66.750
8	106.500	38	65.125
9	106.500	39	63.500
10	106.500	40	61.750

<u>Payment No.</u>	<u>Percentage</u>	<u>Payment No.</u>	<u>Percentage</u>
11	106.500	41	60.125
12	106.375	42	58.125
13	101.250	43	56.125
14	100.875	44	54.125
15	100.500	45	52.125
16	100.000	46	50.125
17	99.500	47	48.125
18	98.875	48	46.125
19	98.250	49	44.125
20	97.625	50	42.000
21	92.000	51	40.000
22	91.125	52	38.000
23	90.125	53	36.000
24	89.250	54	33.875
25	88.125	55	31.875
26	87.125	56	29.875
27	85.875	57	27.875
28	84.750	58	25.875
29	78.625	59	23.875
30	77.250	60 and thereafter	21.875 15.000"

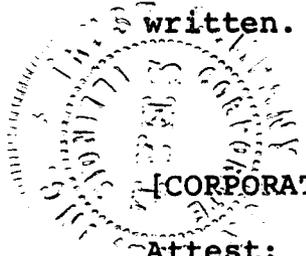
If such unqualified written opinion of counsel for the Trustor is received by the Trustor at any time after May 15, 1974, the quarter-annual rental rate for the Units set forth in Section 3 hereof shall, on the next succeeding rental payment date after receipt by the Trustor of such opinion of its counsel, be decreased, and the Casualty Values provided in Section 7 hereof shall also be decreased, in each case by such amount or amounts, if any, as will permit the Trustor to receive approximately, but not less than, the overall pretax rate of return that it would have received had such rental rate and Casualty Values remained unchanged and the Trustor had continued to utilize a 12-year life as the basis for the Depreciation Deductions. The determination of the amounts, if any, by which such rental rate and Casualty Values are to be decreased shall be made, at the cost of the Lessee, by United States Leasing International, Inc., or, if such company be not then in existence or operation, by any other organization engaged in a similar type of business selected by the Trustor. Such determination shall be made on the assumption that (a) the Trustor shall utilize an 11-year life as the basis for the Depreciation Deductions in each of its Federal income tax returns filed more than 30 days after such determination is made and (b) the Trustor will not

file an amendment to, or claim for refund with respect to, nor seek any extension for time for filing, any Federal income tax return that has been filed or may be due to be filed prior to 30 days after such determination is made. In no event shall the rental rate be reduced to less than 2.1974% of the Purchase Price of each Unit, nor shall the Casualty Valued be reduced to amounts less than those set out in the schedule appearing above in this Section 17.

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

5. Except as amended hereby, the Lease and the Lease Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.



[CORPORATE SEAL]

Attest:

Joanne L. Miller  
Assistant Secretary

TRUST COMPANY FOR USL, INC., as  
Trustee,

by

David A. Hooby  
Vice President

ST. LOUIS-SAN FRANCISCO RAILWAY  
COMPANY,

[CORPORATE SEAL]

by Donald E. Engle  
Vice President

Attest:

[Signature]  
Assistant Secretary

THE BOATMEN'S NATIONAL BANK OF  
ST. LOUIS,

[CORPORATE SEAL]

by [Signature]  
Vice President

Attest:

[Signature]  
~~Assistant Secretary~~  
TRUST OFFICER

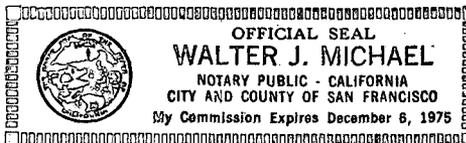
STATE OF *California* )  
 ) ss.:  
COUNTY OF *San Francisco* )

on this *6<sup>th</sup>* day of *July*, 1973, before me personally appeared **DAVID A. WOOLSEY**, to me personally known, who, being by me duly sworn, says that he is a Vice President of TRUST COMPANY FOR USL, INC., as Trustee, 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.

*Walter J. Michael*  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My Commission expires



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

On this *20<sup>th</sup>* day of *July*, 1973, before me personally appeared **DONALD E. ENGLE**, to me personally known, who, being by me duly sworn, says he is a 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 and 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.

*Richard W. Schmidt*  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My Commission expires **JUL 28 1973**

Commissioned within and for the County of St. Louis, Missouri which adjoins City of St. Louis, Missouri, where this act was performed.

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

On this 16<sup>th</sup> day of July, 1973, before me personally appeared ROBERT M. OCHS, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE BOATMEN'S NATIONAL BANK OF ST. LOUIS, 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 By-Laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Ruth M. Farrell*  
\_\_\_\_\_  
Notary Public  
Ruth M. Farrell

[NOTARIAL SEAL]

My Commission expires May 16, 1976

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JUL 23 1973  
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of May 15, 1973, among Trust Company for USL, Inc., as Trustee (hereinafter called the Lessor), St. Louis-San Francisco Railway Company (hereinafter called the Lessee) and The Boatmen's National Bank of St. Louis, as Agent (hereinafter called the Assignee).

WHEREAS the Lessor and the Lessee have entered into a Lease of Railroad Equipment dated as of May 1, 1973 (hereinafter called the Lease); and

WHEREAS the Lessor has assigned for security purposes its rights in, to and under the Lease to the Assignee pursuant to an Assignment of Lease and Agreement dated as of May 1, 1973 (hereinafter called the Lease Assignment); and

WHEREAS the Lease and the Lease Assignment have been filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on May 23, 1973, and assigned recordation number 7032-A; and

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

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

file an amendment to, or claim for refund with respect to, nor seek any extension for time for filing, any Federal income tax return that has been filed or may be due to be filed prior to 30 days after such determination is made. In no event shall the rental rate be reduced to less than 2.1974% of the Purchase Price of each Unit, nor shall the Casualty Valued be reduced to amounts less than those set out in the schedule appearing above in this Section 17.

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

5. Except as amended hereby, the Lease and the Lease Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

TRUST COMPANY FOR USL, INC., as  
Trustee,

by David G. Hooley  
Vice President

[CORPORATE SEAL]

Attest:

Jeanne L. Miller  
Assistant Secretary

ST. LOUIS-SAN FRANCISCO RAILWAY  
COMPANY,

[CORPORATE SEAL]

by

Donald E. Empe  
Vice President

Attest:

[Signature]  
Assistant Secretary

THE BOATMEN'S NATIONAL BANK OF  
ST. LOUIS,

[CORPORATE SEAL]

by

[Signature]  
Vice President

Attest:

[Signature]  
~~Assistant Secretary~~  
TRUST OFFICER