RECORDATION NO. 7301-A
JUN 8 1976 -2 15 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of May 1, 1976, between SOUTHERN PACIFIC TRANSPORTATION COMPANY (hereinafter called the Railroad) and METROPOLITAN LIFE INSURANCE COMPANY (hereinafter called the Assignee).

WHEREAS the Railroad has entered into a separate Conditional Sale Agreement dated as of September 1, 1973, with each of the Builders set forth below (hereinafter called the 1973 Conditional Sale Agreements) and each such Conditional Sale Agreement has been filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on the date, at the time and with the Recordation Number set forth opposite the name of each such Builder:

Builder	Date/Time Filed	Recordation No.
Thrall Car Manufacturing Company	August 31, 1973 2:50 p.m.	7146
PACCAR Inc	September 7, 1973 11:30 a.m.	7149
International Ramco, Inc.	December ~~November~~ 7, 1973 3:00 p.m.	7259
Bethlehem Steel Corporation	December 4, 1973 3:10 p.m.	7256
FMC Corporation	December 18, 1973 12:20 p.m.	7272

Builder	Date/Time Filed	Recordation No.
General Motors Corporation (Electro-Motive Division)	January 17, 1974 2:25 p.m.	7301
General Electric Company	January 24, 1974 2:45 p.m.	7320

WHEREAS each of the 1973 Conditional Sale Agreements has been assigned to the Assignee pursuant to Agreements and Assignments dated as of September 1, 1973 (hereinafter called the 1973 Assignments);

WHEREAS the 1973 Conditional Sale Agreement between the Railroad and FMC Corporation has been amended by an Amendment Agreement dated as of April 1, 1974, among the Railroad, FMC Corporation and the Assignee and such Amendment Agreement has been filed and recorded with the Interstate Commerce Commission on April 29, 1974, at 2:40 p.m., and assigned Recordation Number 7272-A;

WHEREAS the Railroad has also entered into a Conditional Sale Agreement dated as of March 1, 1975, with General Motors Corporation (Electro-Motive Division), PACCAR Inc and Thrall Car Manufacturing Company, which has been assigned to the Assignee pursuant to an Agreement and Assignment dated as of March 1, 1975;

WHEREAS the parties hereto wish to amend each of

the 1973 Conditional Sale Agreements so that certain provisions thereof shall be in substantially the same form as the corresponding provisions as the aforesaid Conditional Sale Agreement dated as of March 1, 1975;

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

1. ARTICLE 8 of each of the 1973 Conditional Sale Agreements which incorporates by reference Article 8 of the Model CSA Provisions shall be deleted and the following shall be inserted in lieu thereof as ARTICLE 8:

> ARTICLE 8. Casualty Occurrences. In the event that any unit of the Equipment shall be worn out, lost, stolen, destroyed, irreparably damaged or otherwise rendered permanently unfit for use from any cause whatsoever, or taken or requisitioned by condemnation or otherwise (such occurrences being hereinafter called Casualty Occurrences), the Railroad shall promptly (after it has knowledge of such Casualty Occurrence) and fully inform the Vendor in regard thereto. When the aggregate Casualty Value (as defined herein and in each of the other Conditional Sale Agreements dated as of September 1, 1973, to which the Railroad is a party and which have been assigned to Metropolitan Life Insurance Company pursuant to Agreements and Assignments dated as of September 1, 1973, such other Conditional Sale Agreements being referred to herein collectively as the Other Agreements) of all units referred to in Schedule B to this Agreement and in Schedule B to each of the Other Agreements having suffered a Casualty Occurrence (exclusive of units having suffered a Casualty Occurrence with respect to which a payment shall have been made to the Vendor pursuant to Article 8 hereof or of such Other Agreements) hereunder or under such Other Agreements, as the case may be,

shall exceed $200,000 (or such lesser amount as the Railroad may elect), the Railroad, within 90 days after the Railroad has knowledge of such event, shall file with the Vendor a certificate of an officer of the Railroad setting forth the Casualty Value of each unit of the Equipment having suffered a Casualty Occurrence and shall pay to the Vendor a sum equal to the aggregate Casualty Value as of the date of such payment of such unit or units of the Equipment having suffered a Casualty Occurrence, together with interest on such sum so being prepaid accrued to the date of such prepayment, but without premium (the Railroad hereby agreeing to make such payment of accrued interest to the Vendor at the time it makes payment of such Casualty Value to the Vendor); provided, however, if and so long as no event of default shall have occurred and be continuing hereunder, in lieu of making all or any portion of such payment to the Vendor, the Railroad may, on or before the expiration of such 90-day period, cause to be transferred to the Vendor a replacement unit or units of standard gauge railroad equipment (other than passenger or work equipment of types other than locomotives) and receive credit against the Casualty Value payment it would otherwise have been required to make in an amount equal to the value thereof. The value of any unit or units of replacement equipment shall be equal to the cost thereof, if new, as specified in the invoice therefor delivered to the Vendor or, if not new, the lesser of (y) the fair market value thereof or (z) the original cost thereof less depreciation at a rate equal to 1/15th of such cost for each year in service, all as set forth in a certificate of an officer of the Railroad delivered to the Vendor at the time of such replacement. Any unit of replacement equipment shall have a remaining useful life (as evidenced by a certificate of an operating officer at the Railroad) at least as long as that which the equipment being replaced would have had, but for the Casualty Occurrence. In case any money is applied to prepay indebtedness, it shall be so applied, together with the interest due thereon, on the business day next following receipt by the Vendor of the appropriate payment, to reduce instalments of the aggregate Conditional Sale Indebtedness thereafter falling due in the inverse order of maturity thereof without premium.

The Casualty Value of each unit of the Equipment

(other than a replacement unit) shall be deemed to be that amount which bears the same ratio to the original Purchase Price thereof (less, in the event that the Railroad shall have made any payment or payments under the provisions of subparagraph (a) of the third paragraph of Article 4 hereof, an amount which bears the same ratio to the aggregate of all such payments as the original Purchase Price of such unit bears to the original aggregate Purchase Price of all the Equipment) as the unpaid Conditional Sale Indebtedness (without giving effect to any prepayments then or theretofore made pursuant to this Article 8) as of the date payment is made with respect to such Casualty Occurrence bears to the original Conditional Sale Indebtedness. The Casualty Value of each replacement unit shall be deemed to be that amount which bears the same ratio to the value thereof (determined as provided in the next preceding paragraph) as the unpaid Conditional Sale Indebtedness (without giving effect to any prepayments then or theretofore made pursuant to this Article 8) as of the date payment is made with respect to such Casualty Occurrence bears to the unpaid Conditional Sale Indebtedness (without giving effect to any such prepayments) as of the date of acquisition by the Vendor of such replacement unit.

The Railroad will cause any replacement unit or units to be marked as provided in Article 7 hereof. Any and all such replacements of Equipment shall constitute accessions to the Equipment and shall be subject to all appropriate terms and conditions of this Agreement as though part of the original Equipment delivered hereunder and shall be included in the term "Equipment" as used in this Agreement. Title to all such replacement units shall be free and clear of all liens and encumbrances except the liens permitted by the second paragraph of Article 12 hereof and shall be taken initially and shall remain in the name of the Vendor subject to the provisions hereof, and the Railroad shall execute, acknowledge, deliver, file, record or deposit all such documents and do any and all such acts as may be necessary to cause such replacement units to come under and be subject to this Agreement. All such replacement units shall be guaranteed and warranted in like manner as is customary at the time for similar equipment. Whenever the Railroad shall cause to be

transferred to the Vendor a unit or units of replacement Equipment, the Railroad shall deliver to the Vendor an executed counterpart of an opinion of counsel covering the matters set forth in this paragraph.

In order to facilitate the sale or other disposition of any Equipment suffering a Casualty Occurrence in respect of which the Railroad shall have paid to the Vendor the Casualty Value and/or shall have caused to be transferred to the Vendor a unit or units of replacement Equipment, the Vendor shall, upon request of the Railroad, execute and deliver to the Railroad or the Railroad's vendee, assignee or nominee, a bill of sale (without warranties) for such Equipment, and such other documents as may be required to release such Equipment from the terms and scope of this Agreement, in such form as may be reasonably requested by the Railroad.

2. Each of the 1973 Assignments is hereby further amended to permit the aforesaid amendment to the 1973 Conditional Sale Agreements as though originally set forth therein.

3. The Railroad will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of each of the 1973 Conditional Sale Agreements.

4. Although this Amendment Agreement is dated for convenience as of the date first set forth above and shall be effective as of such date, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

5. Except as hereby amended, each of the 1973 Conditional Sale Agreements and the 1973 Assignments 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.

SOUTHERN PACIFIC TRANSPORTATION COMPANY,

by

Robert J. McLean

Executive Vice President-Finance

[Corporate Seal]

Attest:

Assistant Secretary

METROPOLITAN LIFE INSURANCE COMPANY,

by

William J. Blanchfield

William J. Blanchfield Vice President

by

John C. Kelsh

Associate General Counsel

John C. Kelsh

[Corporate Seal]

Attest:

Ronald H. Wilcomes

Assistant Secretary

Ronald H. Wilcomes

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

On this 1st day of June, 1976, before me personally appeared Robert J. McLean, to me personally known, who, being by me duly sworn, says that he is Executive Vice President-Finance of SOUTHERN PACIFIC TRANSPORTATION 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

GENE H. ELLINGER
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL PLACE OF BUSINESS IN
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires July 11, 1979

Gene H. Ellinger
Notary Public

[Notarial Stamp]

My Commission Expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this 25th day of May 1976, before me personally appeared William J. Blanchfield and John C. Kelsh, to me personally known, who, being by me duly sworn, says that they are Vice President and Associate General Counsel of METROPOLITAN LIFE INSURANCE 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.

Joseph P. Bracken
Notary Public

[Notarial Seal]

My Commission Expires

JOSEPH P. BRACKEN
NOTARY PUBLIC, State of New York
No. 41-0381010 Qual. in Queens Co.
Certificate filed in New York County
Commission Expires March 30, 1977