

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA
NEW YORK, N. Y. 10005

COUNSEL
MAURICE T. MOORE

TELEPHONE
212 422-3000

TELEX
RCA 233663
WUD 129547
WUJ 620976
TRT 177149

CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, LONDON E. C. 2
2 HONEY LANE, CHEAPSIDE
LONDON EC2V 8BT, ENGLAND
TELEPHONE: 1-806-1421
TELEX: 8514901
RAPIFAX/INFOTEC:
1-806-1425

RALPH L. MCAFEE
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
JOHN F. HUNT
GEORGE J. GILLESPIE, III
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. BODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE

ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
WILLIAM P. DICKEY
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER
EVAN R. CHESLER
PATRICIA GEOGHEGAN
D. COLLIER KIRKHAM
MICHAEL L. SCHLER
DANIEL P. CUNNINGHAM
KRIS F. HEINZELMAN
B. ROBBINS KIESSLING
ROGER D. TURNER
PHILIP A. GELSTON
ROBYN O. MILLSON
NEIL P. WESTREICH
FRANCIS P. BARRON
RICHARD W. CLARY
WILLIAM P. ROGERS, JR.

RECORDATION NO. 14449-D
JAN 30 1986 - 1 30 PM
INTERSTATE COMMERCE COMMISSION

January 29, 1986

Amendment Agreement Dated as of January 15, 1986
Amending Conditional Sale Agreement
Filed Under Recordation No. 14449 and
Lease of Railroad Equipment Filed Under
Recordation No. 14449-B

Dear Mr. Bayne:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of St. Louis Southwestern Railway Company for filing and recordation counterparts of the following document:

Amendment Agreement dated as of January 15, 1986, among St. Louis Southwestern Railway Company, as Lessee, Mercantile-Safe Deposit and Trust Company, as Agent, and The Connecticut Bank and Trust Company, National Association, as Trustee.

The Amendment Agreement amends a Conditional Sale Agreement and a Lease of Railroad Equipment each dated as of September 1, 1984, previously filed and recorded with the Interstate Commerce Commission on October 15, 1984, at 2:50 p.m., Recordation No. 14449.

The Amendment Agreement amends the Conditional Sale Agreement and the Lease of Railroad Equipment to adjust the Allocation Schedule, rental factors and the Casualty Value percentages.

Cambridge
14449-D

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 14449-D.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich
Laurance V. Goodrich
as Agent for
St. Louis Southwestern
Railway Company

Mr. James H. Bayne, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423.

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

1/30/86

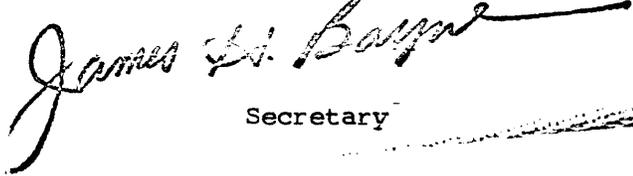
OFFICE OF THE SECRETARY

Laurance V. Goodrich
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/30/86 at 1:30pm and assigned re-
recording number(s). 14449-D & 14476-D

Sincerely yours,


Secretary

Enclosure(s)

SE-30
(7/79)

[AMENDAGMTS]
[CS&M Ref. 2044-788]

REGISTRATION NO. 14449-A
JAN 30 1986 -1 30 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of January 15, 1986, among ST. LOUIS SOUTHWESTERN RAILWAY COMPANY ("Lessee"), THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, acting not in its individual capacity but solely as trustee ("Trustee") for THE BANK OF NEW YORK ("Owner"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS the Trustee and General Motors Corporation (Electro-Motive Division) ("Builder") have entered into a Conditional Sale Agreement dated as of September 1, 1984 ("CSA");

WHEREAS the Builder and the Agent have entered into an Agreement and Assignment dated as of September 1, 1984 ("CSA Assignment");

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of September 1, 1984 ("Lease");

WHEREAS the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of September 1, 1984 ("Lease Assignment");

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 15, 1984, at 2:50 p.m., and were assigned recordation numbers 14449, 14449-A, 14449-B and 14449-C, respectively;

WHEREAS the Owner has authorized and instructed the Trustee to execute and deliver this Amendment Agreement as evidenced by its instruction attached hereto;

WHEREAS the Investor has authorized and instructed the Agent to execute and deliver this Amendment Agreement as evidenced by its instruction attached hereto; and

WHEREAS the parties hereto desire to amend the CSA to adjust the Allocation Schedule and to amend the Lease to adjust the rental factors and the Casualty Value percentages.

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

1. Schedule I to the CSA is hereby amended and restated in its entirety as shown in Exhibit A hereto.
2. Appendix B to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.
3. Appendix C to the Lease is hereby amended and restated in its entirety as shown in Exhibit C hereto.
4. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.
5. The Lessee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of § 18 of the Lease.
6. Except as amended hereby the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain unaltered and in full force and effect.
7. The terms of this Amendment Agreement and all rights and obligations hereunder to the extent that they relate to the CSA shall be governed by and construed in accordance with the laws of the State of Connecticut and to the extent that they relate to the Lease shall be construed in accordance with the laws of the State of California; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.
8. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

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.

[Corporate Seal]

Attest:

A. J. [Signature]
Assistant Secretary

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY,

by *[Signature]*
Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

by _____
Vice President

[Corporate Seal]

Attest:

Authorized Officer

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, not in its individual capacity but solely as trustee as afore-said,

by _____
Authorized Officer

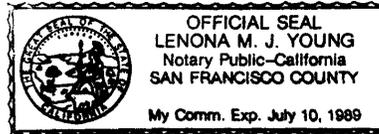
STATE OF CALIFORNIA,)
) ss.:
COUNTY OF SAN FRANCISCO,)

On this 27th day of January 1986, before me personally appeared W.C. HOENIG, to me personally known, who being by me duly sworn, says that he is the Vice President of ST. LOUIS SOUTHWESTERN 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.

Lenona M. J. Young
Notary Public

[Notarial Seal]

My Commission expires



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

On this _____ day of January 1986, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a 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, 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of January 1986, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, 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.

Notary Public

[Notarial Seal]

My Commission expires

INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and Trust
Company, National Association
One Constitution Plaza
Hartford, Connecticut 06115

Attention of Corporate Trust Department

Dear Sirs:

Reference is made to a Trust Agreement dated as of September 1, 1984, between the undersigned and you, as trustee ("Trust Agreement"). We instruct you to enter into the Amendment Agreement dated as of January 15, 1986, amending the CSA, the CSA Assignment, the Lease and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

THE BANK OF NEW YORK,

by

Title:

INSTRUCTION OF INVESTOR TO AGENT

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

Attention of Corporate Trust Department

Dear Sirs:

Reference is made to a Participation Agreement dated as of October 1, 1984, between the undersigned and you, as Agent ("Participation Agreement"). We instruct you to enter into the Amendment Agreement dated as of January 15, 1986, amending the CSA, the CSA Assignment, the Lease and the Lease Assignment (as each is defined in the Participation Agreement) in the form to which this instruction is attached.

Very truly yours,

STATE OF WISCONSIN INVESTMENT
BOARD,

by

Title:

SCHEDULE I

Allocation Schedule of Each \$1,000,000
of 13-1/4% CSA Indebtedness

<u>Date Due</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Ending Principal</u>
				\$1,000,000.00
8/1/85	\$ 88,160.78	\$ 66,250.00	\$ 21,910.78	978,089.22
2/1/86	87,502.36	64,798.41	22,703.95	955,385.27
8/1/86	87,502.36	63,294.27	24,208.09	931,177.18
2/1/87	87,502.36	61,690.49	25,811.87	905,365.31
8/1/87	87,502.36	59,980.45	27,521.91	877,843.40
2/1/88	87,502.36	58,157.13	29,345.23	848,498.17
8/1/88	87,502.36	56,213.00	31,289.36	817,208.81
2/1/89	87,502.36	54,140.08	33,362.28	783,846.53
8/1/89	87,502.36	51,929.83	35,572.53	748,274.00
2/1/90	87,502.36	49,573.15	37,929.21	710,344.79
8/1/90	86,989.60	47,060.34	39,929.26	670,415.53
2/1/91	65,319.75	44,415.03	20,904.72	649,510.81
8/1/91	54,268.91	43,030.09	11,238.82	638,271.99
2/1/92	78,334.69	42,285.52	36,049.17	602,222.82
8/1/92	64,143.24	39,897.26	24,245.98	577,976.84
2/1/93	70,381.48	38,290.97	32,090.51	545,886.33
8/1/93	60,320.65	36,164.97	24,155.68	521,730.65
2/1/94	68,337.73	34,564.66	33,773.07	487,957.58
8/1/94	57,764.28	32,327.19	25,437.09	462,520.49
2/1/95	66,232.84	30,641.98	35,590.86	426,929.63
8/1/95	55,081.93	28,284.09	26,797.84	400,131.79
2/1/96	64,015.33	26,508.73	37,506.60	362,625.19
8/1/96	52,255.67	24,023.92	28,231.75	334,393.44
2/1/97	61,678.75	22,153.57	39,525.18	294,868.26
8/1/97	49,277.66	19,535.02	29,742.64	265,125.62
2/1/98	73,469.50	17,564.57	55,904.93	209,220.69
8/1/98	106,687.25	13,860.87	92,826.38	116,394.31
2/1/99	106,687.25	7,711.12	98,976.13	17,418.18
8/1/99	<u>18,572.13</u>	<u>1,153.95</u>	<u>17,418.18</u>	.00
	\$2,135,500.66	\$1,135,500.66	\$1,000,000.00	

APPENDIX B TO LEASE

Basic Lease Rates

<u>Date</u>	<u>Percentage of Purchase Price*</u>
8/1/85	4.51588782
2/1/86	4.46262045
8/1/86	4.46262045
2/1/87	4.46262045
8/1/87	4.46262045
2/1/88	4.46262045
8/1/88	4.46262045
2/1/89	4.46262045
8/1/89	4.46262045
2/1/90	4.46262045
8/1/90	4.46262045
2/1/91	4.46262045
8/1/91	4.46262045
2/1/92	5.44104999
8/1/92	5.44104999
2/1/93	5.44104999
8/1/93	5.44104999
2/1/94	5.44104999
8/1/94	5.44104999
2/1/95	5.44104999
8/1/95	5.44104999
2/1/96	5.44104999
8/1/96	5.44104999
2/1/97	5.44104999
8/1/97	5.44104999
2/1/98	5.44104999
8/1/98	5.44104999
2/1/99	5.44104999
8/1/99	5.44104999
2/1/00	5.44104999

* As defined in paragraph 4.1 of the CSA.

APPENDIX C TO LEASE

Casualty Values

<u>Casualty Payment Dates</u>	<u>Percentage of Purchase Price*</u>
2/1/85	105.6246
8/1/85	108.0800
2/1/86	110.0164
8/1/86	107.4991
2/1/87	108.3373
8/1/87	104.7095
2/1/88	104.3984
8/1/88	99.5792
2/1/89	98.0995
8/1/89	92.5380
2/1/90	90.7744
8/1/90	84.9977
2/1/91	83.0924
8/1/91	81.1589
2/1/92	78.2155
8/1/92	75.2024
2/1/93	72.1137
8/1/93	68.9598
2/1/94	65.7261
8/1/94	62.4243
2/1/95	59.0420
8/1/95	55.5899
2/1/96	52.0528
8/1/96	48.4452
2/1/97	44.7502
8/1/97	40.9831
2/1/98	37.1264
8/1/98	33.2287
2/1/99	29.3692
8/1/99	25.5347
2/1/00	20.0000

* As defined in paragraph 4.1 of the CSA.