

THACHER, PROFFITT & WOOD

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DIANA G. BROWNE\*  
LAURIS G. L. RALL

RECORDATION NO. 14724-B  
SEP 19 1985 - 10 55 AM  
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 14724-A  
SEP 19 1985 - 10 55 AM  
INTERSTATE COMMERCE COMMISSION

WRITER'S DIRECT DIAL NUMBER  
(212) 483-5939

1140 CONNECTICUT AVENUE, N. W.  
WASHINGTON, D. C. 20036  
(202) 293-2424  
TELECOPIER (202) 955-8441

SEP 19 1985  
Date .....  
Fee \$ 20.88  
ICC Washington, D. C.

5-262A051

COUNSEL  
J. FRANK WOOD  
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ROBERT S. STITT  
EARL L. MARSHALL  
LAWRENCE W. GOLDE

September 13, 1985

FILE FIRST

100 OFFICE OF  
THE SECRETARY  
SEP 19 10 55 AM '85  
MOTOR OPERATING UNIT

\*NOT ADMITTED IN NEW YORK

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

Dear Mr. Bayne:

I have enclosed eight (8) originals of each of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The first document is an Amendment Number One to Lease of Railroad Equipment, dated as of September 16, 1985, a secondary document. The primary document to which this document relates is a Lease of Railroad Equipment, dated as of May 31, 1985, recorded with the Interstate Commerce Commission on June 28, 1985 as recordation number ~~14724~~. 14724

The names and addresses of the parties to this document are as follows:

Lessor: CIS Rail Corporation  
909 Montgomery Street  
San Francisco, California 94133

Lessee: Missouri-Kansas-Texas Railroad Company  
701 Commerce Street  
Dallas, Texas 75202

The second document is an Assignment of Lease and Agreement, dated as of September 16, 1985, a secondary document. The primary document to which this document relates is a Lease of

14724-B  
Contypan Wade

Railroad Equipment, dated as of May 31, 1985, recorded with the Interstate Commerce Commission on June 28, 1985 as recordation number 14247.

The names and addresses of the parties to this document are as follows:

Assignor: CIS Rail Corporation  
909 Montgomery Street  
San Francisco, California 94133

Assignee: Liberty Life Insurance Company  
2000 Wade Hampton Boulevard  
Greenville, South Carolina 29615

A description of the equipment covered by these documents are as follows:

One (1) General Motors Corporation (Electromotive Division) Model SD-40-2, 3000 horsepower locomotive constructed pursuant to Specification 8087, and rebuilt pursuant to the Locomotive Manufacturing Agreement dated as of December 20, 1984, between Missouri-Kansas-Texas Railroad Company ("MKT") and CIS Rail Corporation, bearing MKT's road number 637.

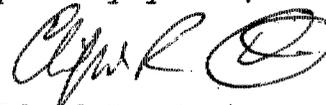
A short summary of the document to appear in the index follows:

Covers one locomotive: 637.

A total fee of \$20 is enclosed to cover the filing fees for these documents.

Please return to bearer the stamped counterparts not needed by the Commission for its files.

Very truly yours,



Clifford R. Ennico

Interstate Commerce Commission  
Washington, D.C. 20423

9/19/85

OFFICE OF THE SECRETARY

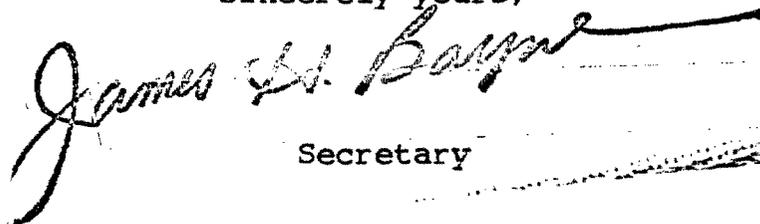
Clifford R. Ennico  
Thacher Proffitt & Wood  
40 Wall Street  
New York, N.Y. 10005

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 9/19/85 at 10:55am and assigned re-  
recording number(s).

14724-A & 14724-B & 14790

Sincerely yours,

  
Secretary

Enclosure(s)

14724  
AMENDMENT NUMBER ONE  
TO  
LEASE OF RAILROAD EQUIPMENT

14724-A  
SEP 19 1985 -10 55 AM  
INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NUMBER ONE TO LEASE OF RAILROAD EQUIPMENT, dated as of September 16, 1985, by and between CIS RAIL CORPORATION, a California corporation having its principal place of business at 909 Montgomery Street, San Francisco, California 94133 (the "Lessor"), and MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a Delaware corporation having its principal place of business at 701 Commerce Street, Dallas, Texas 75202 (the "Lessee").

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee are parties to the Lease of Railroad Equipment, dated as of May 31, 1985 (the "Lease"), which Lease was filed with the Interstate Commerce Commission on June 28, 1985 as recordation number 14724, pursuant to which the Lessor has leased to the Lessee the locomotive more particularly described therein; and

WHEREAS, the Lessor and the Lessee desire to amend the Lease as permitted by Section 29 thereof.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the Lessor and the Lessee hereby formally covenant, agree and bind themselves as follows:

ARTICLE 1. Section 3(4) of the Lease is hereby amended to read as follows:

"(4) All payments provided for in this Lease, other than rentals accrued pursuant to subparagraph (b) of paragraph (1) of this Section 3, and the payments constituting part of the Excepted Rights in Collateral as defined in the Security Agreement, shall be paid in lawful money of the United States in immediately available funds at such place as the Assignee shall reasonably require. It is agreed that payment by draft satisfies this requirement. If any of the rental payment dates referred to above is not a business day the rental payment otherwise payable on such date shall be payable on the next succeeding business day. The term "business day" as used herein means a calendar day, excluding Saturdays, Sundays and any other day on which banking institutions in New York, New York, Greenville, South Carolina, and/or Dallas, Texas are authorized or obligated to remain closed."

ARTICLE 2. The first clause of the first sentence of Section 3(5) of the Lease is hereby amended to read as follows:

"(5) This Lease is a net Lease and Lessee shall not be entitled to any abatement of rent, reduction thereof (except as expressly provided in Section 8 hereof) or setoff against rent, including, but not limited to, abatements, recoupments, counterclaims, reductions or setoffs due or alleged to be due to, or by reason of, any past, present or future claims of Lessee against Lessor under this Lease or otherwise; . . . "

ARTICLE 3. The first sentence of Section 4(2) of the Lease is hereby amended to read as follows:

"(2) If an Event of Default, as defined in the Security Agreement, or the documents described therein, which shall not also be an event of default under Section 18 of this Lease, shall occur and Assignee exercises any of the remedies to which it is entitled thereunder and thereby acquires the interest of Lessor under the Lease, Lessee agrees . . . "

ARTICLE 4. The first sentence of Section 7 of the Lease is hereby amended to read as follows:

"Lessee will maintain at its sole cost and expense at all times during the continuance of this Lease (and thereafter pending delivery of the Equipment to Lessor pursuant to this Lease and so long as the Equipment shall be stored by Lessee) general liability insurance policies, with Lessor and Assignee named as additional insureds, as their respective interests may appear, which shall protect Lessor and Assignee against risks arising out of the condition, maintenance, use and operation of the Equipment, having limits for bodily injury or death of not less than \$25,000,000 and limits for property damage occurring to the property of others of not less than \$4,000,000 per occurrence."

ARTICLE 5. The fourth sentence of Section 7 of the Lease is hereby amended to read as follows:

"Lessor shall be furnished with certificates of all such policies which certificates shall provide that in the event of material change, nonrenewal or cancellation of any such policy the company issuing such certificate(s) will provide Lessor with ten days' prior written notice thereof."

ARTICLE 6. The second sentence of Section 12 of the Lease is hereby amended to read as follows:

"Lessee shall not, without the prior written consent of Lessor, part with the possession or control of the Equipment

or suffer or allow the Equipment to pass out of its possession or control; provided, however, so long as no Event of Default exists hereunder, the Lessee shall be entitled to the possession of the Equipment and to the use of the Equipment by it or any affiliate of the Lessee upon liens of railroad over which the Lessee or any such affiliate has trackage or other operating rights or over which railroad equipment of the Lessee or any such affiliate is regularly operated pursuant to contract and shall be entitled to permit the use of the Equipment upon connecting and other carriers in the usual interchange of traffic or pursuant to run-through agreements, locomotive pooling or exchange agreements and to assign its rights to the Equipment or to sublease the Equipment to any of its affiliates or to the Missouri Pacific Railroad Company subject to all the terms and conditions of this Lease, including without limitation Section 17(2) hereof.

ARTICLE 7. Section 14 of the Lease is hereby amended by adding at the end thereof the following sentence:

"Notwithstanding any other provision in this Lease to the contrary, the obligation of the Lessee to indemnify any person hereunder shall not be affected by the willful misconduct or gross negligence of any other person indemnified hereunder."

ARTICLE 8. Section 18(d) of the Lease is hereby amended to read as follows:

"(d) (1) a petition for reorganization under Title 11 of the United States Codes as now constituted or as hereafter amended, shall be filed by or against the Lessee and, unless such petition shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Lessee under this Lease shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed (whether or not subject to ratification) in such proceeding in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such trustee or trustees, within 30 days after such petition shall have been filed and otherwise in accordance with the provisions of 11 U.S.C. § 1168, or any successor provision as the same may hereafter be amended; or

(2) any other proceeding shall be commenced by or against the Lessee for any relief which includes, or might result in, any modification of the obligations of the Lessee hereunder under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganization, arrangements, compositions or extensions (other than a law which

does not permit any readjustments of such obligations), and, unless such proceeding shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue), all the obligations of the Lessee under this Lease shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed (whether or not subject to ratification) for the Lessee or for the property of the Lessee in connection with any such proceeding in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such a trustee or trustees or receiver or receivers, within 30 days after such proceeding shall have been commenced; or"

ARTICLE 9. Section 24 of the Lease is hereby amended by adding at the end thereof the following sentence:

"A duplicate copy of any notice required or permitted to be delivered hereunder shall be given to any Assignee."

ARTICLE 10. Section 31 of the Lease is hereby amended to read as follows:

"This Lease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart, provided however, that only the counterpart of this Lease marked "Secured Party's Original" shall be deemed to constitute the only original of this Lease constituting "chattel paper" for purposes of the Uniform Commercial Code as in effect in any jurisdiction, all other counterparts being deemed duplicates hereof."

ARTICLE 11. Schedule C to the Lease is hereby amended to read as set forth in Schedule A attached hereto.

ARTICLE 12. This Amendment No. One to Lease of Railroad Equipment may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart marked "Secured Party's Original" and delivered to the Lender shall be deemed to constitute the only original of this Lease constituting "chattel paper" for purposes of the Uniform Commercial Code of any jurisdiction, all other counterparts being deemed duplicates hereof. Although for convenience this Amendment No. One to Lease of Railroad Equipment is dated as of the date first set forth above, 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.

ARTICLE 13. Except as herein stated, all other terms and conditions of the Lease remain unchanged and are in full force and effect.

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment No. One to Lease of Railroad Equipment to be executed by their respective officers thereto duly authorized.

CIS RAIL CORPORATION,  
as Lessor

By: [Signature]  
Title: [Signature]

(SEAL)  
ATTEST:

[Signature]  
Title: Senior Resident Manager

MISSOURI-KANSAS-TEXAS RAILROAD  
COMPANY, as Lessee

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)  
ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_

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

On the 17 day of September, 1985, before me personally appear STEPHEN C. BIENEMAN, who, being by me duly sworn, did say that he/she is an Authorized Officer of CIS RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its by-laws and by resolution of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



Cleo De La Montanya  
Notary Public  
My commission expires: 4-17-87

STATE OF TEXAS )  
: ss.:  
COUNTY OF DALLAS )

On the \_\_\_\_\_ day of September, 1985, before me personally appeared \_\_\_\_\_, who, being by me duly sworn, did say that he/she is an Authorized Officer of MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its by-laws and by resolution of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

\_\_\_\_\_  
Notary Public

(NOTARIAL SEAL) My commission expires: \_\_\_\_\_

SCHEDULE C

number of base rent pmts made	due last day of each month	-----Casualty Value-----	
		amount	% of cost
0	Jan, 1986	813,022.75	106.8768
1	Feb, 1986	815,592.07	107.2145
2	Mar, 1986	818,319.41	107.5731
3	Apr, 1986	820,892.59	107.9113
4	May, 1986	822,558.82	108.1304
5	Jun, 1986	824,350.01	108.3658
6	Jul, 1986	825,205.26	108.4782
7	Aug, 1986	826,155.34	108.6031
8	Sep, 1986	827,204.61	108.7411
9	Oct, 1986	827,291.18	108.7525
10	Nov, 1986	827,444.84	108.7727
11	Dec, 1986	827,668.86	108.8021
12	Jan, 1987	826,900.28	108.7011
13	Feb, 1987	826,167.74	108.6048
14	Mar, 1987	825,473.34	108.5135
15	Apr, 1987	824,345.33	108.3652
16	May, 1987	822,259.04	108.0909
17	Jun, 1987	820,160.63	107.8151
18	Jul, 1987	817,602.21	107.4788
19	Aug, 1987	815,016.42	107.1389
20	Sep, 1987	812,402.96	106.7953
21	Oct, 1987	809,687.58	106.4384
22	Nov, 1987	806,943.72	106.0777
23	Dec, 1987	804,171.07	105.7132
24	Jan, 1988	801,295.37	105.3351
25	Feb, 1988	798,390.05	104.9532
26	Mar, 1988	795,454.78	104.5674
27	Apr, 1988	792,456.38	104.1732
28	May, 1988	789,355.69	103.7656
29	Jun, 1988	786,223.79	103.3539
30	Jul, 1988	782,988.72	102.9286
31	Aug, 1988	779,721.56	102.4991
32	Sep, 1988	776,421.97	102.0654
33	Oct, 1988	773,018.00	101.6179
34	Nov, 1988	769,580.69	101.1661
35	Dec, 1988	766,109.71	100.7098
36	Jan, 1989	762,533.08	100.2396
37	Feb, 1989	758,921.84	99.7649
38	Mar, 1989	755,275.65	99.2856
39	Apr, 1989	751,562.29	98.7974
40	May, 1989	747,744.20	98.2955
41	Jun, 1989	743,889.73	97.7888
42	Jul, 1989	739,929.57	97.2682
43	Aug, 1989	735,932.08	96.7427
44	Sep, 1989	731,896.86	96.2123
45	Oct, 1989	727,754.58	95.6678
46	Nov, 1989	723,573.59	95.1182
47	Dec, 1989	719,353.48	94.5634

Schedule A

Schedule C  
Page Two

number of base rent pmts made	due last day of each month	-----Casualty Value-----	
		amount	% of cost
48	Jan, 1990	715,024.92	93.9944
49	Feb, 1990	710,656.21	93.4201
50	Mar, 1990	706,246.96	92.8404
51	Apr, 1990	701,766.11	92.2514
52	May, 1990	697,267.17	91.6600
53	Jun, 1990	692,726.39	91.0631
54	Jul, 1990	688,166.73	90.4637
55	Aug, 1990	683,564.43	89.8587
56	Sep, 1990	678,919.04	89.2480
57	Oct, 1990	674,253.51	88.6347
58	Nov, 1990	669,544.07	88.0156
59	Dec, 1990	664,790.26	87.3907
60	Jan, 1991	660,015.01	86.7630
61	Feb, 1991	653,069.78	85.8500
62	Mar, 1991	646,055.82	84.9280
63	Apr, 1991	638,982.82	83.9982
64	May, 1991	631,881.65	83.0647
65	Jun, 1991	624,709.71	82.1219
66	Jul, 1991	617,508.24	81.1752
67	Aug, 1991	610,234.62	80.2190
68	Sep, 1991	602,888.09	79.2533
69	Oct, 1991	595,509.85	78.2834
70	Nov, 1991	588,057.26	77.3037
71	Dec, 1991	580,529.53	76.3141
72	Jan, 1992	572,967.86	75.3201
73	Feb, 1992	565,329.56	74.3160
74	Mar, 1992	557,613.84	73.3017
75	Apr, 1992	549,838.52	72.2796
76	May, 1992	542,032.16	71.2534
77	Jun, 1992	534,146.08	70.2167
78	Jul, 1992	526,227.41	69.1758
79	Aug, 1992	518,227.44	68.1242
80	Sep, 1992	510,145.29	67.0617
81	Oct, 1992	502,028.11	65.9946
82	Nov, 1992	493,827.12	64.9166
83	Dec, 1992	485,541.45	63.8274

Schedule C  
Page Three

number of base rent pmts made	due last day of each month	-----Casualty Value-----	
		amount	% of cost
84	Jan, 1993	477,218.19	62.7332
85	Feb, 1993	468,808.55	61.6277
86	Mar, 1993	460,311.62	60.5107
87	Apr, 1993	451,747.79	59.3850
88	May, 1993	443,149.71	58.2547
89	Jun, 1993	434,461.72	57.1126
90	Jul, 1993	425,737.70	55.9658
91	Aug, 1993	416,922.01	54.8069
92	Sep, 1993	408,013.64	53.6358
93	Oct, 1993	399,066.45	52.4597
94	Nov, 1993	390,024.75	51.2711
95	Dec, 1993	380,887.52	50.0700
96	Jan, 1994	371,708.59	48.8633
97	Feb, 1994	362,432.22	47.6439
98	Mar, 1994	353,057.36	46.4115
99	Apr, 1994	343,607.33	45.1692
100	May, 1994	334,119.40	43.9220
101	Jun, 1994	324,530.01	42.6614
102	Jul, 1994	314,900.73	41.3956
103	Aug, 1994	305,167.98	40.1162
104	Sep, 1994	295,330.64	38.8230
105	Oct, 1994	285,450.23	37.5241
106	Nov, 1994	275,463.14	36.2113
107	Dec, 1994	265,368.21	34.8842
108	Jan, 1995	255,436.45	33.5786
109	Feb, 1995	245,403.42	32.2597
110	Mar, 1995	235,268.26	30.9274
111	Apr, 1995	225,400.09	29.6302
112	May, 1995	216,392.67	28.4461
113	Jun, 1995	207,332.29	27.2551
114	Jul, 1995	199,170.36	26.1821
115	Aug, 1995	190,994.69	25.1074
116	Sep, 1995	182,808.02	24.0312
117	Oct, 1995	175,563.49	23.0788
118	Nov, 1995	168,350.71	22.1307
119	Dec, 1995	161,174.29	21.1873
120	Jan, 1996	154,989.31	20.3742

AMENDMENT NUMBER ONE  
TO  
LEASE OF RAILROAD EQUIPMENT

THIS AMENDMENT NUMBER ONE TO LEASE OF RAILROAD EQUIPMENT, dated as of September 16, 1985, by and between CIS RAIL CORPORATION, a California corporation having its principal place of business at 909 Montgomery Street, San Francisco, California 94133 (the "Lessor"), and MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a Delaware corporation having its principal place of business at 701 Commerce Street, Dallas, Texas 75202 (the "Lessee").

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee are parties to the Lease of Railroad Equipment, dated as of May 31, 1985 (the "Lease"), which Lease was filed with the Interstate Commerce Commission on June 28, 1985 as recordation number 14724, pursuant to which the Lessor has leased to the Lessee the locomotive more particularly described therein; and

WHEREAS, the Lessor and the Lessee desire to amend the Lease as permitted by Section 29 thereof.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the Lessor and the Lessee hereby formally covenant, agree and bind themselves as follows:

ARTICLE 1. Section 3(4) of the Lease is hereby amended to read as follows:

"(4) All payments provided for in this Lease, other than rentals accrued pursuant to subparagraph (b) of paragraph (1) of this Section 3, and the payments constituting part of the Excepted Rights in Collateral as defined in the Security Agreement, shall be paid in lawful money of the United States in immediately available funds at such place as the Assignee shall reasonably require. It is agreed that payment by draft satisfies this requirement. If any of the rental payment dates referred to above is not a business day the rental payment otherwise payable on such date shall be payable on the next succeeding business day. The term "business day" as used herein means a calendar day, excluding Saturdays, Sundays and any other day on which banking institutions in New York, New York, Greenville, South Carolina, and/or Dallas, Texas are authorized or obligated to remain closed."

ARTICLE 2. The first clause of the first sentence of Section 3(5) of the Lease is hereby amended to read as follows:

"(5) This Lease is a net Lease and Lessee shall not be entitled to any abatement of rent, reduction thereof (except as expressly provided in Section 8 hereof) or setoff against rent, including, but not limited to, abatements, recoupments, counterclaims, reductions or setoffs due or alleged to be due to, or by reason of, any past, present or future claims of Lessee against Lessor under this Lease or otherwise; . . . ."

ARTICLE 3. The first sentence of Section 4(2) of the Lease is hereby amended to read as follows:

"(2) If an Event of Default, as defined in the Security Agreement, or the documents described therein, which shall not also be an event of default under Section 18 of this Lease, shall occur and Assignee exercises any of the remedies to which it is entitled thereunder and thereby acquires the interest of Lessor under the Lease, Lessee agrees . . . ."

ARTICLE 4. The first sentence of Section 7 of the Lease is hereby amended to read as follows:

"Lessee will maintain at its sole cost and expense at all times during the continuance of this Lease (and thereafter pending delivery of the Equipment to Lessor pursuant to this Lease and so long as the Equipment shall be stored by Lessee) general liability insurance policies, with Lessor and Assignee named as additional insureds, as their respective interests may appear, which shall protect Lessor and Assignee against risks arising out of the condition, maintenance, use and operation of the Equipment, having limits for bodily injury or death of not less than \$25,000,000 and limits for property damage occurring to the property of others of not less than \$4,000,000 per occurrence."

ARTICLE 5. The fourth sentence of Section 7 of the Lease is hereby amended to read as follows:

"Lessor shall be furnished with certificates of all such policies which certificates shall provide that in the event of material change, nonrenewal or cancellation of any such policy the company issuing such certificate(s) will provide Lessor with ten days' prior written notice thereof."

ARTICLE 6. The second sentence of Section 12 of the Lease is hereby amended to read as follows:

"Lessee shall not, without the prior written consent of Lessor, part with the possession or control of the Equipment

or suffer or allow the Equipment to pass out of its possession or control; provided, however, so long as no Event of Default exists hereunder, the Lessee shall be entitled to the possession of the Equipment and to the use of the Equipment by it or any affiliate of the Lessee upon liens of railroad over which the Lessee or any such affiliate has trackage or other operating rights or over which railroad equipment of the Lessee or any such affiliate is regularly operated pursuant to contract and shall be entitled to permit the use of the Equipment upon connecting and other carriers in the usual interchange of traffic or pursuant to run-through agreements, locomotive pooling or exchange agreements and to assign its rights to the Equipment or to sublease the Equipment to any of its affiliates or to the Missouri Pacific Railroad Company subject to all the terms and conditions of this Lease, including without limitation Section 17(2) hereof.

ARTICLE 7. Section 14 of the Lease is hereby amended by adding at the end thereof the following sentence:

"Notwithstanding any other provision in this Lease to the contrary, the obligation of the Lessee to indemnify any person hereunder shall not be affected by the willful misconduct or gross negligence of any other person indemnified hereunder."

ARTICLE 8. Section 18(d) of the Lease is hereby amended to read as follows:

"(d) (1) a petition for reorganization under Title 11 of the United States Codes as now constituted or as hereafter amended, shall be filed by or against the Lessee and, unless such petition shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Lessee under this Lease shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed (whether or not subject to ratification) in such proceeding in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such trustee or trustees, within 30 days after such petition shall have been filed and otherwise in accordance with the provisions of 11 U.S.C. § 1168, or any successor provision as the same may hereafter be amended; or

(2) any other proceeding shall be commenced by or against the Lessee for any relief which includes, or might result in, any modification of the obligations of the Lessee hereunder under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganization, arrangements, compositions or extensions (other than a law which

does not permit any readjustments of such obligations), and, unless such proceeding shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue), all the obligations of the Lessee under this Lease shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed (whether or not subject to ratification) for the Lessee or for the property of the Lessee in connection with any such proceeding in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such a trustee or trustees or receiver or receivers, within 30 days after such proceeding shall have been commenced; or"

ARTICLE 9. Section 24 of the Lease is hereby amended by adding at the end thereof the following sentence:

"A duplicate copy of any notice required or permitted to be delivered hereunder shall be given to any Assignee."

ARTICLE 10. Section 31 of the Lease is hereby amended to read as follows:

"This Lease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart, provided however, that only the counterpart of this Lease marked "Secured Party's Original" shall be deemed to constitute the only original of this Lease constituting "chattel paper" for purposes of the Uniform Commercial Code as in effect in any jurisdiction, all other counterparts being deemed duplicates hereof."

ARTICLE 11. Schedule C to the Lease is hereby amended to read as set forth in Schedule A attached hereto.

ARTICLE 12. This Amendment No. One to Lease of Railroad Equipment may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart marked "Secured Party's Original" and delivered to the Lender shall be deemed to constitute the only original of this Lease constituting "chattel paper" for purposes of the Uniform Commercial Code of any jurisdiction, all other counterparts being deemed duplicates hereof. Although for convenience this Amendment No. One to Lease of Railroad Equipment is dated as of the date first set forth above, 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.

ARTICLE 13. Except as herein stated, all other terms and conditions of the Lease remain unchanged and are in full force and effect.

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment No. One to Lease of Railroad Equipment to be executed by their respective officers thereto duly authorized.

CIS RAIL CORPORATION,  
as Lessor

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)  
ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_

MISSOURI-KANSAS-TEXAS RAILROAD  
COMPANY, as Lessee

By: *[Signature]*

Title: Vice President

(SEAL)  
ATTEST:

*[Signature]*  
Title: SECRETARY

STATE OF CALIFORNIA )  
 :  
 COUNTY OF SAN FRANCISCO ) SS.:

On the \_\_\_\_\_ day of September, 1985, before me personally appear \_\_\_\_\_, who, being by me duly sworn, did say that he/she is an Authorized Officer of CIS RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its by-laws and by resolution of its board of directors, and he/she 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 TEXAS )  
 : ss.:  
 COUNTY OF DALLAS )

On the 17<sup>th</sup> day of September, 1985, before me personally appeared H. O. Brandt, who, being by me duly sworn, did say that he/she is an Authorized Officer of MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its by-laws and by resolution of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

*Shuley Heerman*  
\_\_\_\_\_  
Notary Public

(NOTARIAL SEAL) My commission expires: April 29, 1986

SCHEDULE C

number of base rent pmts made	due last day of each month	-----Casualty Value-----	
		amount	% of cost
0	Jan, 1986	813,022.75	106.8768
1	Feb, 1986	815,592.07	107.2145
2	Mar, 1986	818,319.41	107.5731
3	Apr, 1986	820,892.59	107.9113
4	May, 1986	822,558.82	108.1304
5	Jun, 1986	824,350.01	108.3658
6	Jul, 1986	825,205.26	108.4782
7	Aug, 1986	826,155.34	108.6031
8	Sep, 1986	827,204.61	108.7411
9	Oct, 1986	827,291.18	108.7525
10	Nov, 1986	827,444.84	108.7727
11	Dec, 1986	827,668.86	108.8021
12	Jan, 1987	826,900.28	108.7011
13	Feb, 1987	826,167.74	108.6048
14	Mar, 1987	825,473.34	108.5135
15	Apr, 1987	824,345.33	108.3652
16	May, 1987	822,259.04	108.0909
17	Jun, 1987	820,160.63	107.8151
18	Jul, 1987	817,602.21	107.4788
19	Aug, 1987	815,016.42	107.1389
20	Sep, 1987	812,402.96	106.7953
21	Oct, 1987	809,687.58	106.4384
22	Nov, 1987	806,943.72	106.0777
23	Dec, 1987	804,171.07	105.7132
24	Jan, 1988	801,295.37	105.3351
25	Feb, 1988	798,390.05	104.9532
26	Mar, 1988	795,454.78	104.5674
27	Apr, 1988	792,456.38	104.1732
28	May, 1988	789,355.69	103.7656
29	Jun, 1988	786,223.79	103.3539
30	Jul, 1988	782,988.72	102.9286
31	Aug, 1988	779,721.56	102.4991
32	Sep, 1988	776,421.97	102.0654
33	Oct, 1988	773,018.00	101.6179
34	Nov, 1988	769,580.69	101.1661
35	Dec, 1988	766,109.71	100.7098
36	Jan, 1989	762,533.08	100.2396
37	Feb, 1989	758,921.84	99.7649
38	Mar, 1989	755,275.65	99.2856
39	Apr, 1989	751,562.29	98.7974
40	May, 1989	747,744.20	98.2955
41	Jun, 1989	743,889.73	97.7888
42	Jul, 1989	739,929.57	97.2682
43	Aug, 1989	735,932.08	96.7427
44	Sep, 1989	731,896.86	96.2123
45	Oct, 1989	727,754.58	95.6678
46	Nov, 1989	723,573.59	95.1182
47	Dec, 1989	719,353.48	94.5634

Schedule A

Schedule C  
Page Two

number of base rent pmts made	due last day of each month	-----Casualty Value-----	
		amount	% of cost
48	Jan, 1990	715,024.92	93.9944
49	Feb, 1990	710,656.21	93.4201
50	Mar, 1990	706,246.96	92.8404
51	Apr, 1990	701,766.11	92.2514
52	May, 1990	697,267.17	91.6600
53	Jun, 1990	692,726.39	91.0631
54	Jul, 1990	688,166.73	90.4637
55	Aug, 1990	683,564.43	89.8587
56	Sep, 1990	678,919.04	89.2480
57	Oct, 1990	674,253.51	88.6347
58	Nov, 1990	669,544.07	88.0156
59	Dec, 1990	664,790.26	87.3907
60	Jan, 1991	660,015.01	86.7630
61	Feb, 1991	653,069.78	85.8500
62	Mar, 1991	646,055.82	84.9280
63	Apr, 1991	638,982.82	83.9982
64	May, 1991	631,881.65	83.0647
65	Jun, 1991	624,709.71	82.1219
66	Jul, 1991	617,508.24	81.1752
67	Aug, 1991	610,234.62	80.2190
68	Sep, 1991	602,888.09	79.2533
69	Oct, 1991	595,509.85	78.2834
70	Nov, 1991	588,057.26	77.3037
71	Dec, 1991	580,529.53	76.3141
72	Jan, 1992	572,967.86	75.3201
73	Feb, 1992	565,329.56	74.3160
74	Mar, 1992	557,613.84	73.3017
75	Apr, 1992	549,838.52	72.2796
76	May, 1992	542,032.16	71.2534
77	Jun, 1992	534,146.08	70.2167
78	Jul, 1992	526,227.41	69.1758
79	Aug, 1992	518,227.44	68.1242
80	Sep, 1992	510,145.29	67.0617
81	Oct, 1992	502,028.11	65.9946
82	Nov, 1992	493,827.12	64.9166
83	Dec, 1992	485,541.45	63.8274

Schedule C  
Page Three

number of base rent pmts made	due last day of each month	-----Casualty Value-----	
		amount	% of cost
84	Jan, 1993	477,218.19	62.7332
85	Feb, 1993	468,808.55	61.6277
86	Mar, 1993	460,311.62	60.5107
87	Apr, 1993	451,747.79	59.3850
88	May, 1993	443,149.71	58.2547
89	Jun, 1993	434,461.72	57.1126
90	Jul, 1993	425,737.70	55.9658
91	Aug, 1993	416,922.01	54.8069
92	Sep, 1993	408,013.64	53.6358
93	Oct, 1993	399,066.45	52.4597
94	Nov, 1993	390,024.75	51.2711
95	Dec, 1993	380,887.52	50.0700
96	Jan, 1994	371,708.59	48.8633
97	Feb, 1994	362,432.22	47.6439
98	Mar, 1994	353,057.36	46.4115
99	Apr, 1994	343,607.33	45.1692
100	May, 1994	334,119.40	43.9220
101	Jun, 1994	324,530.01	42.6614
102	Jul, 1994	314,900.73	41.3956
103	Aug, 1994	305,167.98	40.1162
104	Sep, 1994	295,330.64	38.8230
105	Oct, 1994	285,450.23	37.5241
106	Nov, 1994	275,463.14	36.2113
107	Dec, 1994	265,368.21	34.8842
108	Jan, 1995	255,436.45	33.5786
109	Feb, 1995	245,403.42	32.2597
110	Mar, 1995	235,268.26	30.9274
111	Apr, 1995	225,400.09	29.6302
112	May, 1995	216,392.67	28.4461
113	Jun, 1995	207,332.29	27.2551
114	Jul, 1995	199,170.36	26.1821
115	Aug, 1995	190,994.69	25.1074
116	Sep, 1995	182,808.02	24.0312
117	Oct, 1995	175,563.49	23.0788
118	Nov, 1995	168,350.71	22.1307
119	Dec, 1995	161,174.29	21.1873
120	Jan, 1996	154,989.31	20.3742