

APR 22 1975 -2 40 PM

INTERSTATE COMMERCE COMMISSION

THIS SECOND SUPPLEMENTAL EQUIPMENT LEASE, made as of the 25th day of March, 1974, by and between SOUTHERN PACIFIC EQUIPMENT COMPANY, a California corporation, having its principal office at One Market Street, San Francisco, California 94105, herein called "Lessor," and ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, a Missouri corporation, having its principal office at 1517 West Front Street, Tyler, Texas 75701, herein called "Lessee";

RECITALS:

The parties entered into an Equipment Lease dated September 18, 1973, as supplemented on March 19, 1974, relating to lease of certain freight cars by Lessor to Lessee. The parties now desire to subject additional freight cars to said lease.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed as follows:

1. As provided in Section 1 of said Equipment Lease dated September 18, 1973, the attached insert captioned "Equipment Lease Schedule" is hereby made part of said Equipment Lease.

2. Hereafter, the term "Equipment Lease Schedules" mentioned in Section 1 of said Equipment Lease dated September 18, 1973, shall be construed as including the schedule attached to this Second Supplemental Lease.

3. Notwithstanding the provisions of Section 5 of said Equipment Lease dated September 18, 1973, the term of lease for each unit listed in attached Equipment Lease Schedule shall run from the first day of the month following its delivery to Lessee and shall, as to the units listed in Section 1 A of the Equipment Lease Schedule, expire seven (7) years thereafter; as to the units listed in Section 1 B of such schedule expire eight (8) years thereafter; and as to the units listed in Section 1 C of such schedule expire nine (9) years thereafter, except prior thereto the lease may be terminated by written notice of at least ninety (90) days, given by one of the parties to the other party, of its election to terminate

this Second Supplemental Equipment Lease on December 31st of any year.

4. Except as herein otherwise provided, all of the terms, covenants and conditions of said Equipment Lease dated September 18, 1973 (as heretofore supplemented), shall remain in full force and effect.

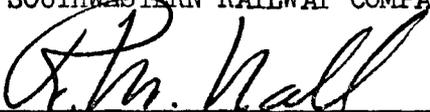
IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC EQUIPMENT COMPANY

By 
President

Attest 
Assistant Secretary

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

By 
President

Attest 
Assistant Secretary

EQUIPMENT LEASE SCHEDULE

1. Description of Equipment

- A. 115 50-foot double door box cars (built 1960), lettered SSW and numbered 10120-10234.
- B. 90 50-foot double door box cars (built 1961), lettered SSW and numbered 10380-10469.
- C. 60 50-foot insulated hydracushion box cars (built 1962), lettered SSW and numbered 56400-56459.

2. Situate

Continental United States.

3. Term of Lease

This Second Supplemental Equipment Lease with respect to each of the above-numbered freight cars shall run from the first day of the month following its delivery to Lessee and shall, as to the units listed in Section 1 A above, continue for a term of seven (7) years thereafter; as to the units listed in Section 1 B above, continue for a term of eight (8) years; and as to the units listed in Section 1 C above, continue for a term of nine (9) years thereafter.

4. Rental

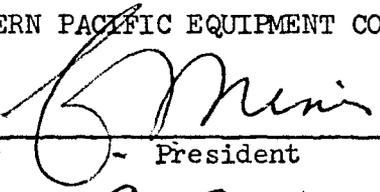
Lessee shall pay rental at the rate of Two Thousand Seven Hundred Ten Dollars (\$2,710) per 50-foot double door box car (1960), Two Thousand Five Hundred Dollars (\$2,500) per 50-foot double door box car (1961) and Two Thousand Seven Hundred Sixty Dollars (\$2,760) per 50-foot insulated hydracushion box car (1962) from the first day of the month following delivery to Lessee. The above rental rates shall be revised upward to reflect any increase in the actual cost of repairing and reconditioning the cars in excess of the maximum sums therefor set forth in Section 3 of the Second Supplemental Agreement between Lessor and Lessee of even date herewith, covering the reconditioning of the freight cars covered by this Second Supplemental Equipment Lease.

The first rental payment by Lessee to Lessor shall become due and payable January 15, 1975, and it shall cover rental on freight cars which are subject to this Second Supplemental Equipment Lease, for the periods from the dates that rental commenced with respect to each unit to and including December 31, 1974. Subsequent rental payments shall become due and payable by Lessee on the fifteenth day of July for the preceding period of January 1 to June 30, and on the fifteenth day of January for the preceding period of July 1 to December 31 or on the fifteenth day of the month following the termination of the Equipment Lease for each calendar month subsequent to the last six (6) calendar months for which rental payments were due and payable with respect to each unit.

APPROVED AND AGREED TO as a Schedule to and part of Second Supplemental Equipment Lease dated as of the 25th day of March, 1974.

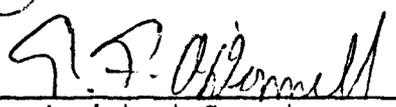
SOUTHERN PACIFIC EQUIPMENT COMPANY

By



President

Attest



Assistant Secretary

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

By



President

Attest



Assistant Secretary