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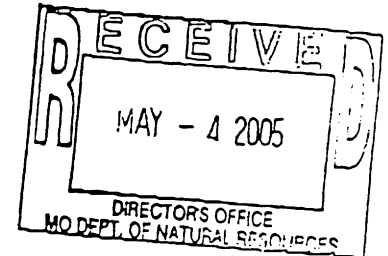
April 28, 2005

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Mr. Doyle Childers
Director
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102



SUBJECT: *Former MKT St. Louis Division
Right Of Way Near
St. Charles, Missouri*

Dear Mr. Childers:

This letter constitutes an amendment to the Interim Trail Use Agreement ("Agreement") between the Missouri-Kansas-Texas Railroad Company ("MKT") and the Missouri Department of Natural Resources ("MDNR") dated June 25, 1987, as amended. Union Pacific Railroad Company ("UP") is the successor in interest of MKT.

The parties agree as follows:

1. In the event UP exercises its right under Paragraph 9 of the Agreement to reactivate rail service over the segment of the trail corridor lying in the Arena Parkway, St Charles County, Missouri, near former MKT Milepost 42.3, UP shall, at its sole cost, make revisions to the road and/or its embankments necessary for reactivation of rail service. MDNR shall cooperate with UP in making such revisions, so long as MDNR is not obligated to bear any cost for such revisions.
2. UP agrees to defend, indemnify and hold harmless MDNR (its director, officers, employees, consultants, advisors, and agents as the same may be constituted now and from time to time hereafter) against any monetary judgment against MDNR as result of any claim or suit brought against MDNR for personal injury or death to any person or damage to any property caused by UP exercising its right under Paragraph 9 of the agreement to reactivate rail service over the segment of the trail corridor lying in the Arena Parkway, St. Charles County, Missouri, near former MKT milepost 42.3, including, but not limited to, a claim based on MDNR's own negligence even if such claim is false or fraudulent. MDNR shall promptly notify UP in writing of any claim or suit within the scope of this indemnity and provide UP with copies of the pleadings and all documents in its files relating to the claim or suit.



- 3. By separate document MDNR will release its right under Paragraph 6 of the Agreement to utilize the Boonville lift bridge (MKT Bridge No. 191.1) for trail purposes, and agrees that UP may consummate the abandonment of the bridge and remove it, at UP's sole cost.

UNION PACIFIC RAILROAD COMPANY

By: W. Lee E. W.

Title: Vice President - Engineering

Accepted:

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: [Signature]
Title: Director

CC: Mr. Terry Jarrett
General Counsel
Office of Governor Matt Blunt
State Capitol Building
Room 216
Jefferson City, MO 65101