

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

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WUI 620976

9-176A053

JUN 25 1979

Washington, D.C.

RECORDATION NO. 10121-5 Filed 1425

JUN 25 1979 - 3 30 PM

INTERSTATE COMMERCE COMMISSION

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CHARLES R. LINTON

4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530

33 THROMGORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 01-606-1421
TELEX: 8814901

CABLE ADDRESSES
CRAVATH, N.Y.
CRAVATH, PARIS
CRAVATH, LONDON E.C. 2

June 20, 1979

Railbox Company

(formerly American Rail Box Car Company)

Lease Financing Dated as of February 1, 1979

9-5/8% Conditional Sale Indebtedness Due 1997

Dear Mr. Homme:

Pursuant to 49 U.S.C. § 11303(a) and the Commission's rules and regulations thereunder, I enclose herewith on behalf of Railbox Company (formerly American Rail Box Car Company), for filing and recordation as an amendment to the filings under recordation number 10121, counterparts of the following document:

Amendment Agreement dated as of June 10, 1979, among First National Bank and Trust Company of Evanston, as trustee, Pullman Incorporated (Pullman Standard Division), Mercantile-Safe Deposit and Trust Company, as agent, and Railbox Company (formerly American Rail Box Car Company).

The names and addresses of the relevant parties to the aforementioned Amendment Agreement are as follows:

- (1) Assignee-Agent

Mercantile-Safe Deposit and Trust Company
P. O. Box 2258
Baltimore, Maryland 21201

Counterparts - G. J. Harman

(2) Trustee-Owner-Trustee-Lessor:

First National Bank and Trust Company
of Evanston
800 Davis Street
Evanston, Illinois 60204

(3) Builder-Vendor:

Pullman Incorporated
(Pullman Standard Division)
200 South Michigan Avenue
Chicago, Illinois 60604

(4) Lessee:

Railbox Company (formerly
American Rail Box Car Company)
300 South Wacker Drive
Chicago, Illinois 60606

Please file and record the document referred to in this letter.

The equipment covered by the aforementioned Amendment Agreement and the documents filed under recordation number 10121 consist of the following:

To be excluded:

24 Pullman 50'6", 70-ton capacity general service boxcars, AAR Mechanical Designation XM, bearing identifying numbers RBOX 33544 through RBOX 33567.

There is also enclosed a check for \$10 payable to the Interstate Commerce Commission, representing the fee for recording 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 instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,

John W. White
John W. White

As Agent for Railbox Company (formerly
American Rail Box Car Company)

H. G. Homme, Esq., Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

4

6/25/79

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

JOHN W. WHITE
RAILBOX COMPANY
ONE CHASE MANHATTAN PLAZA
NEW YORK, NY. 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 6/25/79 at 3:30pm, and assigned recordation number(s). 10121- E

Sincerely yours,

H. G. Homme, Jr.
Secretary

Enclosure(s)

SE-30
(3/79)

JUN 25 1979 -3 30 PM

INTERSTATE COMMERCE COMMISSION
AMENDMENT AGREEMENT dated as of June 10,
1979, among the FIRST NATIONAL BANK AND TRUST
COMPANY OF EVANSTON, acting as Trustee (the
"Owner-Trustee") under a Restated Trust
Agreement dated as of December 27, 1978, with
Crocker National Bank, Bank of Hawaii, The
Bank of New York and California First Bank
(collectively called the "Owners"), PULLMAN
INCORPORATED (Pullman Standard Division)
("Pullman"), MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY (the "Agent") acting as Agent for The
Prudential Insurance Company of America (the
"Investor") and RAILBOX COMPANY (formerly
American Rail Box Car Company) (the "Lessee").

WHEREAS the Owner-Trustee and Pullman, ACF Indus-
tries Incorporated, FMC Corporation and PACCAR Inc (collec-
tively the "Builders") have entered into a Conditional
Sale Agreement dated as of February 1, 1979 (the "CSA");

WHEREAS the Builders and the Agent have entered
into an Agreement and Assignment dated as of February 1, 1979
(the "CSA Assignment");

WHEREAS the CSA and the CSA Assignment were
filed with the Interstate Commerce Commission pursuant to

49 U.S.C. § 11303 on February 16, 1979, and were assigned recordation numbers 10121 and 10121-A, respectively;

WHEREAS the Owner-Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of February 1, 1979 (the "Lease");

WHEREAS the Owner-Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of February 1, 1979 (the "Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 16, 1979, and were assigned recordation numbers 10121-B and 10121-C, respectively;

WHEREAS the parties hereto and ACF Industries, Incorporated, have entered into an Amendment Agreement dated as of June 1, 1979 (the "Amendment Agreement"), excluding from the CSA and the Lease certain railroad equipment originally referred to therein which had not been delivered and accepted by the Owner-Trustee under the CSA or the Lessee under the Lease, and substituting certain other new railroad equipment therefor;

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 8, 1979, and was assigned recordation number 10121-D.

WHEREAS the Lessee has advised and hereby repre-

sents to the other parties hereto (other than Pullman), the Investor and the Owners that the cost of the railroad equipment listed on Annex B to the CSA and Schedule A to the Lease, as amended by the Amendment Agreement, is expected to exceed the Maximum Purchase Price shown in Item 4 of Annex A to the CSA and, as a result thereof, the parties hereto desire to exclude from the CSA and the Lease certain railroad equipment which has not been delivered and accepted by the Owner-Trustee under the CSA or the Lessee under the Lease;

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

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

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

1. The CSA and the Lease are hereby amended to exclude from Annex B to the CSA and Schedule A to the Lease 24 Pullman 50'6", 70-ton capacity general service boxcars with 10' doors, AAR Mechanical Designation: XM, Builder's specification: B-3078-P, estimated unit base price \$34,170, numbered RBOX 33544 through RBOX 33567, inclusive.

2. 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.

3. The Lessee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of § 15 of the Lease.

4. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain unaltered and in full force and effect.

5. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

FIRST NATIONAL BANK AND TRUST
COMPANY OF EVANSTON, not in its
individual capacity, but solely
as Owner-Trustee,

by

Vice President and Trust
Officer

[Corporate Seal]

Attest:

Assistant Vice President
and Trust Officer

RAILBOX COMPANY (formerly Ameri-
can Rail Box Car Company),

by

Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

PULLMAN INCORPORATED (Pullman
Standard Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity, but
solely as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of June 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a of FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, that one of the seals affixed to the foregoing instrument is the corporate seal of said Bank and that said instrument was signed and sealed on behalf of said Bank as Owner-Trustee by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free and clear deed of said Bank.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of June 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a of PULLMAN INCORPORATED (Pullman Standard Division), 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 ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of June 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is Treasurer of RAILBOX COMPANY (formerly American Rail Box Car 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 MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of June 1979, before me personally appeared , who being by me duly sworn, says that he is an of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, 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 INVESTOR TO AGENT

Mercantile-Safe Deposit and Trust Company
P. O. Box 2258
Baltimore, Maryland 21201

Attention of Corporate Trust Department

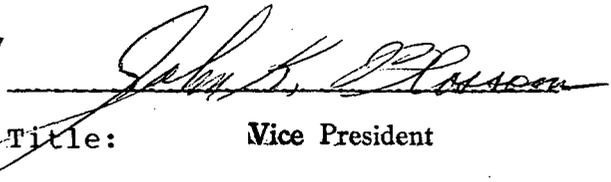
Dear Sirs:

Reference is made to a Participation Agreement dated as of February 1, 1979, between the undersigned, certain other parties and you, as Agent (the "Participation Agreement"). We instruct you to enter into an Amendment Agreement dated as of June 10, 1979, amending the CSA, the Lease, the CSA Assignment and the Lease Assignment (as each is defined in the Participation Agreement) in the form to which this instruction is attached.

Very truly yours,

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA,

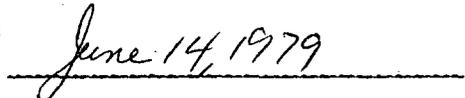
by



Title:

Vice President

Date:



INSTRUCTION OF OWNERS TO OWNER-TRUSTEE

First National Bank and Trust Company of Evanston
800 Davis Street
Evanston, Illinois 60204

Attention of Corporate Trust Department

Dear Sirs:

Reference is made to a Restated Trust Agreement dated as of December 27, 1978, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of June 10, 1979, amending the CSA, 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,

CROCKER NATIONAL BANK,

by

Title:

Date:

[Corporate Seal]

Attest:

BANK OF HAWAII,

by

Title:

by

Title:

Date:

[Corporate Seal]

Attest:

THE BANK OF NEW YORK,

by

Title:

Date:

[Corporate Seal]

Attest:

CALIFORNIA FIRST BANK,

by

Title:

Date:

[Corporate Seal]

Attest
