

RECORDATION NO. 7873-B Filed & Recorded

MAY 24 1976 2 30 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of December 1, 1975, among AMERICAN RAIL BOX CAR COMPANY, (hereinafter called the Lessee), UNITED STATES TRUST COMPANY of New York (hereinafter called the Owner-Trustee), as Trustee under a Trust Agreement dated as of March 1, 1975, with General Electric Credit Corporation and METROPOLITAN LIFE INSURANCE COMPANY (hereinafter called the Vendor).

WHEREAS the Lessee and the Owner-Trustee have entered into a Lease of Railroad Equipment dated as of March 1, 1975 (hereinafter called the Lease);

WHEREAS the Lease was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on March 27, 1975, at 3:30 p.m., and was assigned recordation number 7873;

WHEREAS the Lease has been assigned as collateral security by the Owner-Trustee to the Vendor pursuant to an Assignment of Lease and Agreement dated as of March 1, 1975 (hereinafter called the Lease Assignment); and

WHEREAS the parties hereto now desire to amend the Lease.

NOW, THEREFORE, in consideration of the mutual cov-

enants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Lease is hereby amended to substitute Schedule B hereto for Schedule B thereto.

2. § 3 of the Lease is hereby amended to substitute the percentage "4.75692928%" for the percentage "5.01%" in the fourth sentence of the first paragraph thereof.

3. § 3 of the Lease is hereby amended to substitute for the last sentence of the first paragraph thereof the following sentence:

"In the event that any Unit shall be settled for on or after July 1, 1975, then the rental payment payable in respect of such Unit on January 1, 1976, shall be reduced by an amount equal to .0205194% of the Purchase Price of such Unit for each day elapsed from July 1, 1975, to the date such Unit shall have been settled for."

4. The Lease is hereby amended to incorporate Exhibit I hereto as page 12 thereof.

5. Except as amended hereby, the Lease shall remain in full force and effect.

6. The Lease Assignment is hereby amended to permit the aforesaid amendments as though originally set forth therein.

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

8. This Amendment Agreement may be executed in several counterparts, such counterparts together constituting but one and the same instrument.

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.

AMERICAN RAIL BOX CAR COMPANY,

by

W. L. Sharron
Vice President

[Corporate Seal]

Attest:

R. E. Zimmerman
Assistant Secretary

UNITED STATES TRUST COMPANY
OF NEW YORK, as Trustee,

by

Rene B. Scocca
Assr. Vice President

[Corporate Seal]

Attest:

Thomas B. Zehzposki
Assistant Secretary

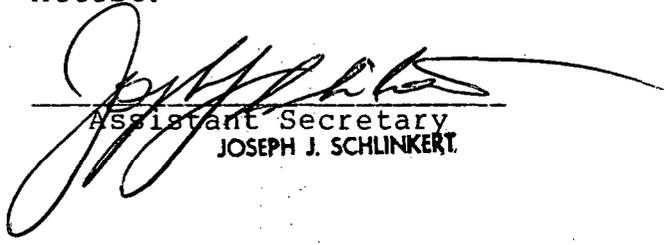
METROPOLITAN LIFE INSURANCE
COMPANY,

by 
William J. Blanchfield VICE-PRESIDENT

by 
VICE-PRESIDENT - INVESTMENT COUNSEL
THOMAS B. BURCH

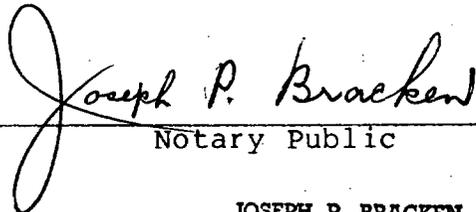
[Corporate Seal]

Attest:


Assistant Secretary
JOSEPH J. SCHLUNKERT

STATE OF NEW YORK ,)
) ss.:
COUNTY OF NEW YORK,)

On this 20th day of MAY 1976, before me personally appeared William J. Blanchfield and THOMAS B. BURCH, to me personally known, who being by me duly sworn, says that they are VICE-PRESIDENT and VICE PRESIDENT - INVESTMENT COUNSEL, respectively, of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

JOSEPH P. BRACKEN
NOTARY PUBLIC, State of New York
No. 41-0381010 Qual. in Queens Co.
Certificate filed in New York County
Commission Expires March 30, 1977

CONSENT AND AGREEMENT

The undersigned hereby consents to the foregoing Amendment Agreement and agrees that the term "Lease", as used in the Guaranty Agreement dated as of March 1, 1975, between the undersigned and United States Trust Company of New York, as trustee, shall mean the Lease of Railroad Equipment dated as of March 1, 1975, as amended by the foregoing Amendment Agreement.

MISSOURI PACIFIC RAILROAD COMPANY,

by M. M. Kennelly
Vice President

SCHEDULE B

<u>Date</u>	<u>Percentage for Units Delivered before July 1, 1975</u>	<u>Percentage for Units Delivered on or after July 1, 1975</u>
Closing Date	101.3942	101.3942
July 1, 1975	101.3942	
January 1, 1976	101.3241	101.3942
July 1, 1976	101.2372	101.3241
January 1, 1977	101.0148	101.2372
July 1, 1977	100.7641	101.0148
January 1, 1978	100.6321	100.7641
July 1, 1978	99.8469	100.6321
January 1, 1979	92.5196	99.8469
July 1, 1979	91.6877	92.5196
January 1, 1980	90.6861	91.6877
July 1, 1980	89.5254	90.6861
January 1, 1981	81.5433	89.5254
July 1, 1981	80.0767	81.5433
January 1, 1982	78.4605	80.0767
July 1, 1982	76.6983	78.4605
January 1, 1983	66.0774	76.6983
July 1, 1983	63.8904	66.0774
January 1, 1984	61.5677	63.8904
July 1, 1984	59.1109	61.5677
January 1, 1985	56.5235	59.1109
July 1, 1985	53.8071	56.5235
January 1, 1986	50.9654	53.8071
July 1, 1986	47.9999	50.9654
January 1, 1987	44.9143	47.9999
July 1, 1987	41.7073	44.9143
January 1, 1988	38.3841	41.7073
July 1, 1988	34.9483	38.3841
January 1, 1989	31.3961	34.9483
July 1, 1989	27.7235	31.3961
January 1, 1990	23.9262	27.7235
July 1, 1990 and thereafter	20.0000	20.0000

days after the giving of notice by the insurer thereunder to the Owner-Trustee, the Owner, any assignee thereof and the Lessee. Any insurance maintained by Lessee pursuant to this § 7 may be evidenced by blanket insurance policies covering the Equipment and other property or assets of the Lessee.

Upon the execution of this Lease, and thereafter not less than 15 days prior to the expiration dates of the expiring policies theretofore delivered pursuant to this § 7, the Lessee shall deliver to the Owner-Trustee duplicate originals of all policies (or in the case of blanket policies, certificates thereof issued by the insurers thereunder) for the insurance maintained pursuant to this § 7; provided, however, that if the delivery of a formal policy or certificate, as the case may be, is delayed, the Lessee shall deliver an executed binder with respect thereto and shall deliver the formal policy or certificate, as the case may be, upon receipt thereof.

There shall be no apportionment of premiums in respect of insurance maintained pursuant to this § 7 at the expiration or any termination of this Lease; and the Lessee may cancel any such policies as of such expiration or termination and obtain any premium refunds incident thereto. Provided that no Event of Default shall have occurred and be continuing, the Lessee shall be entitled to any premium refund or dividend received by the Owner-Trustee or the Lessee on account of any insurance maintained by the Lessee pursuant to this § 7.

In the event that the Lessee shall fail to maintain insurance as herein provided, the Owner-Trustee may at its option provide such insurance (giving the Lessee prompt written notice thereof) and, in such event, the Lessee shall, upon demand from time to time, reimburse the Owner-Trustee for the cost thereof together with interest, on the amount of the cost to the Lessor of such insurance which the Lessee shall have failed to maintain, at the rate per annum specified in § 17 hereof.

Any insurance proceeds received by the Owner-Trustee as the result of insurance carried by the Lessee, or condemnation payments received by the Owner-Trustee in respect of Units suffering a Casualty Occurrence, shall be deducted from the amounts payable by the Lessee to the Owner-Trustee in respect of Casualty Occurrences pursuant