

6732-1

RECORDATION NO. _____ Filed & Recorded

JAN 31 1974 -1 10 PM

SUPPLEMENTAL AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, effective as of November 30, 1973, by and among SECURITY NATIONAL BANK, a national banking association incorporated and existing under the laws of the United States, as Trustee under the Agreements as hereinafter defined (hereinafter called the "Bank"); MARATHON LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "MLC"); and RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "RLC");

W I T N E S S E T H:

WHEREAS, Bank, as Trustee, and MLC have previously entered into the following equipment trust agreements: (a) Marathon Leasing Company Equipment Trust, Series 4, dated as of September 1, 1972, and filed with the Interstate Commerce Commission at 4:10 P.M. on September 12, 1972, under Recordation No. 6732 (hereinafter the "Series 4 Agreement"), pursuant to which Agreement there were issued trust certificates in an aggregate amount of \$2,600,000.00 (hereinafter the "Series 4 Trust Certificates"); and (b) Marathon Leasing Company Equipment Trust, Series 5, dated as of April 1, 1973, and filed with the Interstate Commerce Commission at 1:15 P.M. on May 1, 1973, under Recordation No. 7011 (hereinafter the "Series 5 Agreement"), pursuant to which Agreement there were issued trust certificates in the aggregate amount of \$3,000,000.00 (hereinafter the "Series 5 Trust Certificates"); and

3

WHEREAS, Teachers Insurance and Annuity Association of America, a corporation duly organized and existing under the laws of the State of New York (hereinafter called "Teachers") is the present holder of all the Series 4 Trust Certificates and all the Series 5 Trust Certificates; and

WHEREAS, pursuant to that certain Sale and Purchase Agreement, effective as of November 30, 1973, by and between MLC and RLC, MLC transferred, assigned and sold to RLC, and RLC accepted, assumed and purchased from MLC, all of the assets of MLC relating to the leasing of railroad cars, including the rights, benefits, duties, obligations and liabilities of MLC under the Series 4 Agreement, the Series 5 Agreement (which two agreements are hereinafter collectively called the "Agreements"), the Series 4 Trust Certificates, the Series 5 Trust Certificates (which trust certificates are hereinafter collectively called the "Trust Certificates") and that certain Purchase Agreement dated as of April 1, 1973, among MLC, Bank and Teachers (hereinafter the "Purchase Agreement"), and MLC was thereby released from all liabilities under the Agreements, the Trust Certificates and the Purchase Agreement; and

WHEREAS, the Bank and Teachers have consented to the assignment, assumption and release referred to above; and

WHEREAS, by executing this Supplemental Agreement, the Bank, MLC, and RLC desire to (a) formally ratify, adopt and confirm their consent to the aforesaid assignment, assumption and release and (b) amend the Agreements and the Trust Certificates to reflect said assignment, assumption and release;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, Bank, MLC and RLC hereby agree as follows:

1. MLC hereby assigns and transfers, and ratifies, adopts and confirms its previous assignment and transfer, to RLC of all of MLC's right, title and interest to and under the Agreements, the Trust Certificates and the Purchase Agreement, together with all rights, powers, privileges, duties, obligations and liabilities of MLC under said Agreements, Trust Certificates and Purchase Agreement, and MLC is hereby released from all liabilities under the Agreements, the Trust Certificates and the Purchase Agreement.

2. RLC hereby accepts, and ratifies, adopts and confirms its previous acceptance of, the assignment and transfer from MLC to RLC of all of MLC's right, title and interest to and under the Agreements, the Trust Certificates and the Purchase Agreement, hereby assumes all liabilities of MLC in connection with said Agreements, Trust Certificates and Purchase Agreement, and hereby agrees to be bound by and assumes the performance and observance of each and all of the obligations, liabilities, covenants and restrictions imposed on MLC by the Agreements, the Trust Certificates and the Purchase Agreement.

3. The Agreements and the Trust Certificates are hereby amended so as to provide that each time the terms "Company" or "Marathon Leasing Company" are used they shall mean and include Richmond Leasing Company. Furthermore, each time the term "Marathon Manufacturing Company" is used in said Agreements, it shall mean and include Richmond Tank Car Company; and each time the term "Vinson, Elkins, Searls, Connally & Smith" is used in Section 4.03(f) of said Agreements, it shall mean and include Fulbright & Crooker.

4. Bank hereby approves and consents to, and ratifies, adopts and confirms its previous approval of and consent to, the assignment, assumption and release described in Paragraphs 1 and 2 hereinabove.

IN WITNESS WHEREOF, Bank, MLC and RLC 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 this 30th day of January, 1974, but effective as of the date first above written.

(Corporate Seal)

ATTEST:

[Signature]

SECURITY NATIONAL BANK

By:

[Signature]
Trust Officer ASST. VICE PRESIDENT

(Corporate Seal)

ATTEST:

[Signature]
Secretary

MARATHON LEASING COMPANY

By:

[Signature]
Vice President

(Corporate Seal)

ATTEST:

[Signature]

RICHMOND LEASING COMPANY

By:

[Signature]
President

THE STATE OF ^{NEW YORK} ~~TEXAS~~ §
COUNTY OF ^{NEW YORK} ~~HARRIS~~ §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES A. WATERMAN ^{VICE PRESIDENT} ~~Trust Officer~~ of Security National Bank, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of January, 1974.

My Commission Expires:

March 30, 1975

Elsie L. Selig
Notary Public in and for
Harris County, Texas

ELSIE L. SELIG
Notary Public, State of New York
No. 31-3589950
Qualified in New York County
Commission Expires March 30, 1975

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Robert M. Baumgartell, ^{Vice President} of MARATHON LEASING COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of January, 1974.

My Commission Expires:

June 1, 1975

Susan L. Garrett
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared C. J. Carolan, President of RICHMOND LEASING COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of January, 1974.

Juanita R. Wofford
Notary Public in and for
Harris County, Texas

My Commission Expires:

6-1-75