

REC..... 6732-E

OCT 21 1974 4:30 PM

SUPPLEMENTAL AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, effective as of the 15th day of October, 1974, by and among SECURITY NATIONAL BANK, a national banking association incorporated and existing under the laws of the United States of America, as Trustee under the Agreements as hereinafter defined (hereinafter called the "Bank"); 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 RLC (as successor to Marathon Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware) 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 ("ICC") at 4:10 p.m. on September 12, 1972, under Recordation No. 6732 (hereinafter the "Series 4 Agreement"), pursuant to which there were issued Trust Certificates in an aggregate principal amount of \$2,600,000 (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 ICC at 1:15 p.m. on May 1, 1973, under Recordation No. 7011 (hereinafter the "Series 5 Agreement"), pursuant to which there were issued Trust Certificates in the aggregate principal amount of \$3,000,000 (hereinafter the "Series 5 Trust Certificates"); and

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 Series 5 Trust Certificates; and

WHEREAS Bank and RLC are desirous of amending the Series 4 Agreement and the Series 5 Agreement (which two agreements shall hereinafter be collectively referred to as the "Agreements") in accordance with the terms and provisions hereof; and

WHEREAS, Teachers has consented to this amendment to the Agreements;

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

I.

In Section 5.06 of each of the Agreements, all references to Section 5.08 are hereby deleted and the following language inserted at each such deletion: ". . . subparagraph (1) of the first paragraph of Section 5.08 . . ."

II.

The first paragraph of Section 5.08 of each of

the Agreements is hereby amended to read as follows:

Section 5.08. Maintenance of Trust Equipment.
The Company agrees that it will maintain and keep or cause others to maintain and keep the Trust Equipment in good repair and proper repair without cost or expense to the Trustee, unless and until it becomes worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise. Whenever any of the Trust Equipment shall become worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise, the Company shall, at its option:

(1) Forthwith deliver to the Trustee an Engineer's Certificate describing such Trust Equipment and stating the fair value thereof as of the date such Trust Equipment became worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise, and shall deposit with the Trustee an amount in cash equal to such fair value (as determined under subparagraph (1) of the fifth paragraph of Section 5.06). Cash deposited with the Trustee pursuant to this subparagraph (1) of this Section 5.08 shall be held and applied as provided for in the fourth paragraph of Section 5.06; or

(2) Forthwith deliver to the Trustee an Engineer's Certificate describing such Trust Equipment and stating the depreciated value thereof (as computed on a reproduction cost basis in accordance with the regulations of the Association of American Railroads then in effect) as of the date such Trust Equipment became worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise, and shall deposit with the Trustee an amount in cash equal to such depreciated value. If payment for such Trust Equipment is to be made to the Company by a third party, the Company shall not be required to deposit with the Trustee the depreciated value until such payment is received by the Company. The Company agrees to make all reasonable efforts to obtain payment from such third party at the earliest possible date. Anything contained herein to the contrary notwithstanding: (i) the amounts deposited with the Trustee pursuant to this subparagraph (2) shall be treated

in the same manner as rental paid to the Trustee pursuant to Section 5.04(b)(4) and, at the next succeeding sinking fund redemption date, shall be applied pursuant to Sections 3.02 and 3.03 to redeem a principal amount of the Trust Certificates equal to such depreciated value; and (ii) such deposits and redemptions called for by this subparagraph (2) shall be in addition to the compulsory sinking fund and redemption provisions set forth in Article Three and Section 5.04(b)(4). Until applied to redeem a portion of the Trust Certificates as provided herein, amounts deposited pursuant to this subparagraph (2) shall be invested by the Trustee, on Request, in Investment Securities as specified in the Request. Actions by the Company in complying with the provisions of this subparagraph (2) shall relieve the Company of any further obligation to replace such Trust Equipment or to deposit cash in lieu thereof under subparagraph (1) of this first paragraph of Section 5.08.

The rights and remedies of the Trustee to enforce or to recover any of the rental payments shall not be affected by reason of any such occurrence as described above in this Section 5.08.

III.

All amounts heretofore deposited with the Trustee in accordance with the provisions of the first paragraph of Section 5.08 as originally stated, of either of the Agreements, and presently held by the Trustee, the Deposited Cash of approximately \$2,700 presently held by the Trustee under the Series 5 Agreement, and all interest accrued thereon, shall be applied by the Trustee in accordance with subparagraph (2) of the first paragraph of Section 5.08, as set forth herein, to redeem a portion of the Trust Certificates issued pursuant to the respective Agreement in an aggregate principal amount equal to such amounts and accrued interest.

IV.

As hereby amended, the Agreements are ratified, confirmed, adopted and declared to be in full force and effect.

IN WITNESS WHEREOF, Bank and RLC have caused their names to be signed hereto by the respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed, effective as of the date first written above.

SECURITY NATIONAL BANK

(SEAL)

By

Jawa
VICE PRESIDENT.

ATTEST:

Harvey M. B...
ASSISTANT VICE PRESIDENT

RICHMOND LEASING COMPANY

(SEAL)

By

Glen A. Welsh
President

ATTEST:

Max Hush

STATE OF NEW YORK X
X
COUNTY OF NEW YORK X

BEFORE ME, the undersigned authority, on this day personally appeared James A. Wakeman, Vice President 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 Bank.

17th GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of October, 1974.

Stuart Hirshfield
Notary Public in and for
New York County, New York

STUART HIRSHFIELD
Notary Public, State of New York
No. 03-6913560
Qualified in Bronx County
Term Expires March 30, 1976

THE STATE OF TEXAS X
X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Glenn A. Welsh, President of Richmond Leasing Company, a corporation, 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.

14 GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of October, 1974.

Jusquita A. Clifford
Notary Public in and for
Harris County, Texas