

SEP 24 1975 -2 20 PM

INTERSTATE COMMERCE COMMISSION
AMENDMENT AGREEMENT, dated as of September 15, 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 August 1, 1975, with General Electric Credit Corporation and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (hereinafter called the Vendor).

WHEREAS the Lessee and the Owner-Trustee have entered into a Lease of Railroad Equipment dated as of August 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 August 7, 1975, at 2:30 p.m., and was assigned recordation number 8021-A;

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 August 1, 1975 (hereinafter called the Lease Assignment);

WHEREAS the Lease Assignment was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on September 8, 1975, at 3:55 p.m., and was assigned recordation number 8021-C; and

WHEREAS the parties hereto now desire to amend the Lease.

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

1. Schedule A to the Lease is hereby amended to substitute 264 50'6" 70-ton capacity general service box cars numbered 15590 through 15675 and 17846 through 18023 for 264 50'6" 70-ton capacity general service box cars numbered 12000 through 12263.

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

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

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

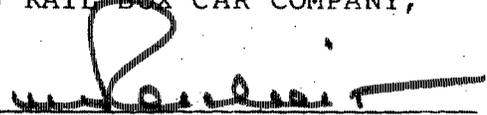
5. This Amendment Agreement may be executed in several counterparts, such counterparts together constituting but one and the same instrument.

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



Vice President

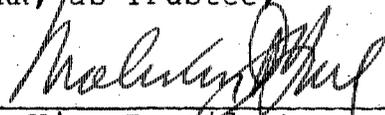
[Corporate Seal]

Attest:

D. E. Juremari
Assistant Secretary

UNITED STATES TRUST COMPANY
OF NEW YORK, as Trustee

by



Vice President

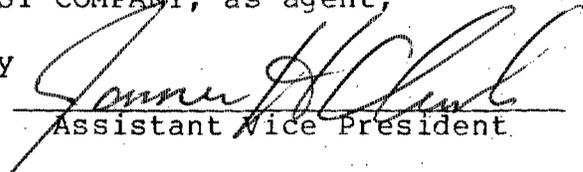
[Corporate Seal]

Attest:

Gene B. Socca
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as agent,

by



Assistant Vice President

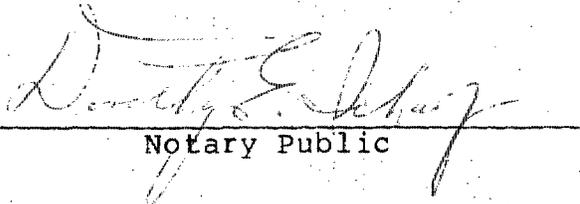
[Corporate Seal]

Attest:

[Signature]
Corporate Trust Officer

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this 24th day of September 1975, before me personally appeared James H. Clark, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST 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 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 7-1-78

DOROTHY E. SCHARF
NOTARY PUBLIC

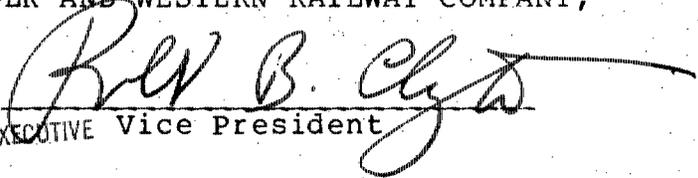
My Commission Expires July 1, 1978

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 August 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 August 1, 1975, as amended by the foregoing Amendment Agreement.

NORFOLK AND WESTERN RAILWAY COMPANY,

by


EXECUTIVE Vice President