

9-C15AC41

NO.  
Date FEB 14 1979  
Fee \$/00

FIRST SECURITY BANK OF UTAH  
NATIONAL ASSOCIATION  
79 South Main Street  
Salt Lake City, Utah 84111

RECEIVED  
FEB 14 1 22 PM '79

ICC Washington, D.C.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20432

I. C. C.  
FEE OPERATION BR.  
RECORDATION NO. 9792-C Filed 1979

Dear Sir:

FEB 14 1979 - 1 30 PM

Herewith for recordation pursuant to section 11303 of Title 49 of the United States Code are three counterpart sets of an Amendment Agreement dated as of December 1, 1978, between First Security Bank of Utah, National Association, and Thomas C. Cuthbert, as trustees, and United States Trust Company of New York.

The Amendment Agreement amends the Equipment Trust Agreement dated as of September 1, 1978 between First Security Bank of Utah, National Association and Thomas C. Cuthbert, as trustees, grantor, and United States Trust Company of New York, as trustee, grantee. The Equipment Trust Agreement was filed pursuant to section 20c of the Interstate Commerce Act with the Interstate Commerce Commission on October 24, 1978 at 12:15 p.m., Recordation No. 9792-B.

The addresses of the parties to these documents are set forth below:

First Security Bank of Utah, National Association, and Thomas C. Cuthbert, as trustees, c/o First Security Bank of Utah, N.A., 79 South Main Street, Salt Lake City, Utah 84111.

United States Trust Company of New York, as trustee, 130 John Street, New York, New York 10038.

The equipment covered by the above-described documents consists of 22 diesel-electric locomotives, bearing the road numbers of ~~Kennecott Copper Corporation~~ 101 through 107, 120, 121, 701, 704 and 790 through 799, and bearing the legend "Ownership Subject to a Security Agreement filed under Section 20c of the Interstate Commerce Act".

Herewith is a check of \$10 for the required fee. Please accept for recordation the enclosed document, and return one copy, stamped with the recordation number, to the delivering messenger for transmittal to the undersigned.

Very truly yours,

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, and THOMAS C. CUTHBERT, as trustee, by FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION

BY J. King Walker

*Barbara Taylor*  
*Charles Taylor*

Interstate Commerce Commission  
Washington, D.C. 20423

2/14/79

OFFICE OF THE SECRETARY

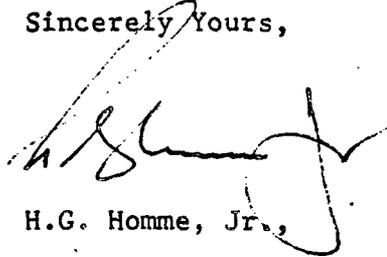
J. Troy Walker  
First Security Bank Of Utah ,N.A.  
79 South Maine Street  
Salt Lake City, Utah 84111

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 2/14/79 at 1:30pm and assigned recordation number(s) 9792-C

Sincerely Yours,



H.G. Homme, Jr.,  
Secretary

Enclosure(s)

SE-30-T  
(2/78)

RECORDATION NO. 9792 - C Filed 1425

FEB 14 1979 - 1 30 PM

INTERSTATE COMMERCE COMMISSION

---

AMENDMENT AGREEMENT

Dated as of December 1, 1978,

between

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION  
and THOMAS C. CUTHBERT,  
not in their individual capacities, but solely  
as trustees under a Trust Agreement  
dated as of September 1, 1978, among them and  
Crocker National Bank and First Security Bank of Utah, National  
Association,

and

UNITED STATES TRUST COMPANY OF NEW YORK

EQUIPMENT TRUST NO. 2 OF 1978  
SECURED BY LEASE OBLIGATIONS OF  
KENNECOTT COPPER CORPORATION

---

## AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT dated as of December 1, 1978, between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a national banking association, and THOMAS C. CUTHBERT, not in their individual capacities but solely as trustees under a Trust Agreement dated as of the date hereof (said trustees together with their respective successors and assigns under said Trust Agreement being hereinafter called the Corporate Trustee and the Individual Trustee, respectively and together the Owner Trustees, and such Trust Agreement being called the Trust Agreement) among them and Crocker National Bank and First Security Bank of Utah, National Association (each hereinafter called a Beneficial Owner), and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation (hereinafter together with its successors and assigns being called the Trustee).

WHEREAS the Owner Trustees, acting on behalf of the Beneficial Owners, have entered into an Equipment Trust Agreement dated as of September 1, 1978 (hereinafter called the Equipment Trust Agreement) with the Trustee; and

WHEREAS, the parties hereto desire to amend the Equipment Trust Agreement.

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

SECTION 1. The term "Participation Agreement", as used in the Equipment Trust Agreement, shall mean the Restated Participation Agreement dated as of December 1, 1978, among Kennecott Copper Corporation, the Beneficial Owners, the Owner Trustees, Lease Investments Trust, and Aetna Life Insurance Company, as such agreement may be amended from time to time.

SECTION 2. Section 6.1 of the Equipment Trust Agreement is hereby amended to delete the word "and" from clause (e) thereof, to substitute "; and" for the period at the end of clause (f) thereof, and to add the following clauses:

"(g) unless and until the obligations of the Owner Trustees hereunder have been discharged, the Owner Trustees, without the consent of the Trustee, shall not terminate the Lease or otherwise exercise the remedies available under the Lease against the Equipment; provided, however, that the Owner Trustees,

without the consent of the Trustee, may seek payments with respect to any rights of the Owner Trustees that are excluded from the Estate by demand upon the Lessee and by an action in damages against the Lessee; and

- (h) the Owner Trustees will not elect to retain the Equipment in lieu of sale thereof after notice of termination of the Lease pursuant to subsection (b) of Section 22 of the Lease unless they shall first have deposited with the Trustee an amount equal to the then outstanding principal of and accrued interest on the Certificates."

SECTION 3. Section 7.1 of the Equipment Trust Agreement is hereby amended to substitute for clause (b) thereof the following:

- "(b) any payment of principal of or interest on the Certificates, including prepayments required by Article V hereof, shall not be paid when due, and such default shall continue for more than ten days thereafter, without regard for any limitation of liability contained herein,"

SECTION 4. Except as amended hereby, the Equipment Trust Agreement shall remain in full force and effect.

SECTION 5. This instrument may be executed in any number of counterparts and by the different parties hereto and thereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

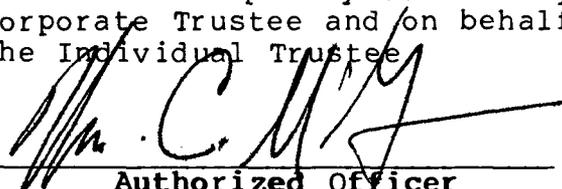
SECTION 6. Although this instrument is dated for convenience and for the purpose of reference as of the date mentioned, the actual date or dates of execution by the Owner Trustees and the Trustee are the respective dates set forth under their signatures, and this instrument shall be effective on the latest of such dates.

IN WITNESS WHEREOF the Corporate Trustee and the Trustee have each caused this instrument to be duly executed by their respective officers thereunto duly authorized, all as of the date first set forth above.

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION and THOMAS C. CUTHBERT, not in their individual capacities, but solely as trustees under a Trust Agreement dated as of the date hereof among them and Crocker National Bank and First Security Bank of Utah, National Association,

by FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not in its individual capacity but solely as Corporate Trustee and on behalf of the Individual Trustee

by

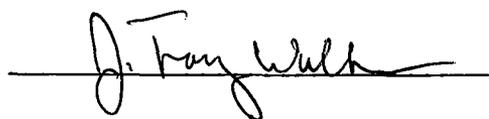
  
Authorized Officer

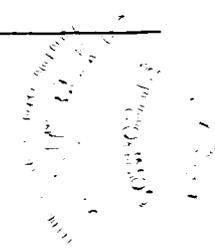
Date:

1-15-79

[Seal]

Attest:





UNITED STATES TRUST COMPANY OF NEW YORK,

By \_\_\_\_\_  
Assistant Vice President

Date: \_\_\_\_\_

[Seal]

Attest:

\_\_\_\_\_

The undersigned, as Beneficial Owners under the Trust Agreement dated as of September 1, 1978, hereby consent to the foregoing amendment and direct the Owner Trustees to execute and deliver the same.

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION

by *E. Cummings*  
Authorized Officer

CROCKER NATIONAL BANK

by \_\_\_\_\_  
Vice President

The undersigned, as holder of all outstanding Equipment Trust Certificates issued under the Equipment Trust Agreement dated as of September 1, 1978, hereby consents to the foregoing amendment.

LEASE INVESTMENTS TRUST

by \_\_\_\_\_

UNITED STATES TRUST COMPANY OF NEW YORK,

By \_\_\_\_\_  
Assistant Vice President

Date: \_\_\_\_\_

[Seal]

Attest:

\_\_\_\_\_

The undersigned, as Beneficial Owners under the Trust Agreement dated as of September 1, 1978, hereby consent to the foregoing amendment and direct the Owner Trustees to execute and deliver the same.

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION

by \_\_\_\_\_  
Authorized Officer

CROCKER NATIONAL BANK

by *Edwin Stuyvesant*  
Assistant Vice President

The undersigned, as holder of all outstanding Equipment Trust Certificates issued under the Equipment Trust Agreement dated as of September 1, 1978, hereby consents to the foregoing amendment.

LEASE INVESTMENTS TRUST

by *H. H. Houston*  
*Not in his individual capacity, but solely as Trustee*

UNITED STATES TRUST COMPANY OF NEW YORK,

By Gene R. Scocca  
~~Assistant~~ Vice President

Date: 2-1-79

[Seal]

Attest:

Thomas B. Zahrynski  
ASSISTANT SECRETARY

The undersigned, as Beneficial Owners under the Trust Agreement dated as of September 1, 1978, hereby consent to the foregoing amendment and direct the Owner Trustees to execute and deliver the same.

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION

by \_\_\_\_\_  
Authorized Officer

CROCKER NATIONAL BANK

by \_\_\_\_\_  
Vice President

The undersigned, as holder of all outstanding Equipment Trust Certificates issued under the Equipment Trust Agreement dated as of September 1, 1978, hereby consents to the foregoing amendment.

LEASE INVESTMENTS TRUST

by \_\_\_\_\_

STATE OF UTAH )  
 ) ss.:  
COUNTY OF SALT LAKE)

On this \_\_\_\_\_ day of January, 1979, before me personally, appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association 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 national banking association.

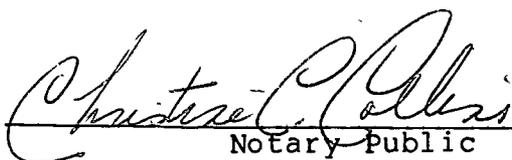
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My Commission expires

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

On this <sup>1st</sup> day of <sup>February</sup> ~~January~~, 1979, before me personally appeared **IRENE R. SCOCCA**, to me personally known, who, being by me duly sworn, says that she is an ~~Assistant~~ Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, 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 by-laws and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

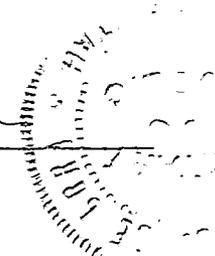
[NOTARIAL SEAL]

CHRISTINE C. COLLINS  
Notary Public, State of New York  
No. 31-4624735  
Qualified in New York County  
Certificate filed in New York County  
Commission Expires March 30, 1980

STATE OF UTAH )  
 ) ss.:  
COUNTY OF SALT LAKE)

On this 15 day of January, 1979, before me personally, appeared WILLIAM C. MCGREGOR, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association 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 national banking association.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires November 15, 1981



[NOTARIAL SEAL]

My Commission expires

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

On this \_\_\_\_\_ day of January, 1979, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, 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 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]