

TRUST AGREEMENT SUPPLEMENT NO. 3

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INTERSTATE COMMERCE COMMISSION

TRUST AGREEMENT SUPPLEMENT NO. 3 dated as of November 15, 1974, of UNITED STATES TRUST COMPANY OF NEW YORK, not in its individual capacity but solely as Trustee (herein called the "Trustee") under the Trust Agreement dated as of June 15, 1974 (herein called the "Trust Agreement") between the Trustee and GENERAL ELECTRIC CREDIT CORPORATION, as Owner Participant (herein called the "Owner Participant").

## W I T N E S S E T H :

WHEREAS, the Trust Agreement provides for the execution and delivery of Supplements thereto substantially in the form hereof, which shall particularly describe each Unit of the Equipment (such terms and other defined terms in the Trust Agreement being herein used with the same meanings) covered by the Trust Agreement by having attached thereto a copy of the Lease Supplement covering each such Unit.

WHEREAS, the Trust Agreement relates to the Units described in the copy of Lease Supplement No. 3 of even date attached hereto and made a part hereof.

WHEREAS, a counterpart of the Trust Agreement has been filed with and recorded by the Interstate Commerce Commission on October 1, 1974 and

assigned recordation number 7664, and a counterpart of the Lease has also been filed with and recorded by the said Interstate Commerce Commission on October 1, 1974, and assigned recordation number 7664-A; and Trust Agreement Supplements Nos. 1 and 2 having also been filed with and recorded by the Interstate Commerce Commission on October 16, 1974 and October 31, 1974 and assigned recordation numbers 7664-C and 7664-F, respectively.

NOW, THEREFORE, the Trustee hereby acknowledges that the Units described in Lease Supplement No. 3 attached hereto have been accepted by the Trustee and are included in the Trust Estate and are held by the Trustee subject to all the terms and conditions of the Trust Agreement.

TO HAVE AND TO HOLD all and singular the aforesaid Units unto the Trustee, its successors and assigns, in trust for the benefit and security of the persons as more particularly provided by, and for the uses and purposes and subject to the terms and provisions set forth in, the Trust Agreement.

This Supplement shall be construed as supplemental to the Trust Agreement and shall form a part of the same, and the Trust Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement is delivered in the State of New York.

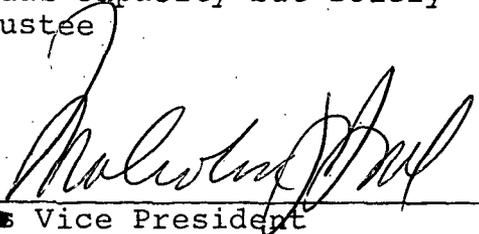
This Supplement may be executed by the Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

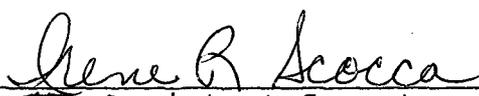
IN WITNESS WHEREOF, the Trustee has caused this Supplement to be duly executed by its officer thereunto duly authorized, as of the day and year first above written.

UNITED STATES TRUST COMPANY  
OF NEW YORK, not in its individual capacity but solely as Trustee

Attest:

BY:

  
Vice President

  
  
Assistant Secretary

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

On this 6 day of November, 1974, before me  
THOMAS B. ZAKRZEWSKI, personally appeared, MALCOLM J.  
HOOD, known to me to be the person who executed the  
within instrument on behalf of UNITED STATES TRUST  
COMPANY OF NEW YORK and acknowledged to me that such  
corporation executed the within instrument as Trustee  
pursuant to its By-laws or a resolution of its Board  
of Directors.

  
*Thomas B. Zakrzewski*

Notary Public

Thomas B. Zakrzewski  
Notary Public, State of New York  
No. 24-9820331  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 30, 1976

LEASE SUPPLEMENT NO. 3

This LEASE SUPPLEMENT NO. 3, dated as of November 15, 1974, by and between UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation (herein called "Lessor"), not in its individual capacity but solely as Trustee under the Trust Agreement dated as of June 15, 1974 with GENERAL ELECTRIC CREDIT CORPORATION and HUDSON STRETCH CAR CORPORATION, a New York corporation, as lessee (herein called "Lessee");

W I T N E S S E T H :

WHEREAS, Lessor and Lessee have heretofore entered into a certain Lease of Railroad Equipment dated as of June 15, 1974 (herein called the "Lease", the terms defined therein being used herein with the same meanings), which Lease provides for the execution and delivery of Lease Supplements substantially in the form hereof, for the purposes of identifying the specific Units of railroad equipment subject to the Lease and of leasing the same under and in accordance with the terms of, the Lease as and when such Units are delivered by Lessor to Lessee in accordance with the terms thereof.

WHEREAS, the Lease relates to the specific Units of railroad equipment described herein.

WHEREAS, a counterpart of the Lease has been filed with and recorded by the Interstate Commerce Commission on October 1, 1974, and assigned recordation number 7664-A; and Lease Supplements Nos. 1 and 2 to the Equipment Lease having also been filed and recorded by the Interstate Commerce Commission on October 16, 1974 and October 31, 1974, and assigned recordation numbers 7664-D and 7664-G, respectively.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee under the Lease, and Lessee hereby accepts and leases from Lessor under the Lease, the Units of railroad equipment described in, and having respective identifying numbers set forth in, Schedule I hereto.

2. The Delivery Date for such Units is the date of this Lease Supplement, being the day and year first set forth above.

3. Lessor's Cost for such Units is \$535,573.21.

4. The Term of the Lease with respect to such Units shall commence on the date hereof and shall end on the forty-eighth (48th) Basic Rent

Payment Date with respect to such Units, unless earlier terminated pursuant to the provisions of the Lease.

5. Lessee hereby confirms its agreement to pay a single installment of Interim Rent on the Final Delivery Date and thereafter to pay Basic Rent to Lessor throughout the Term of the Lease in forty-eight (48) equal installments in accordance with the provisions of Sections 3(a) and 3(b) and Schedule A of the Lease.

6. Lessee hereby confirms to Lessor that such Units have been duly marked in accordance with the terms of Section 11 of the Lease, and that Lessee has accepted such Units for all purposes hereof and of the Lease; provided, however, that nothing contained herein or in the Lease shall in any way diminish or otherwise affect any right which Lessee or Lessor may have with respect to such Units against the Builder under the Rehabilitation Agreement or otherwise.

7. All the terms and provisions of the Lease Agreement are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

8. This Lease Supplement has been delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

9. To the extent, if any, that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code is in effect in any applicable jurisdiction) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the original counterpart, which shall be identified as the counterpart containing the receipt therefor executed by the Trustee on the signature page thereof.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed as of the day and year first set forth above.

Attest: LESSOR:  
UNITED STATES TRUST COMPANY  
OF NEW YORK, not in its individual capacity but solely as Trustee

Gene R. Scocca BY: [Signature]  
~~As its~~ Assistant Secretary ~~As its~~ Vice President

Attest: LESSEE:  
HUDSON STRETCH CAR CORPORATION  
[Signature]  
As its: As its:

SCHEDULE I

VTR

5101	5171
5102	5225
5103	5226
5104	5227
5118	5228
5119	5229
5120	5230
5121	5231
5166	5232
5167	5233
5168	5234
5169	5235
5170	

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

On this 6 day of November, 1974, before me  
THOMAS B. ZAKRZEWSKI, personally appeared, MALCOLM J.  
HOOD, known to me to be the person who executed the  
within instrument on behalf of UNITED STATES TRUST  
COMPANY OF NEW YORK and acknowledged to me that such  
corporation executed the within instrument as Trustee  
pursuant to its By-laws or a resolution of its Board  
of Directors.

*Thomas B. Zakrzewski*

Notary Public

Thomas B. Zakrzewski

Notary Public, State of New York

No. 24-9820331

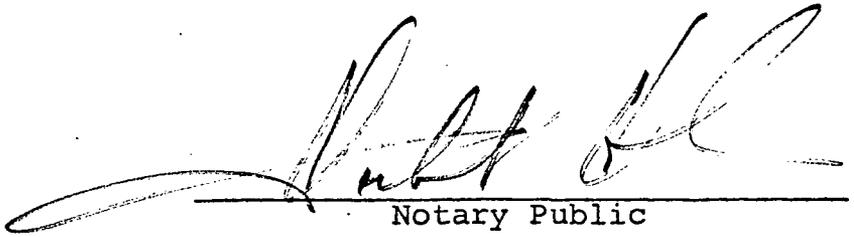
Qualified in Kings County

Certificate filed in New York County

Commission Expires March 30, 1976

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

On this *7th* day of November, 1974, before me  
HERBERT HIRSCH, personally appeared, JONAH L. GOLDSTEIN  
known to me to be the person who executed the within  
instrument on behalf of HUDSON STRETCH CAR CORPORATION  
and acknowledged to me that such corporation executed  
the within instrument pursuant to its By-laws or a  
resolution of its Board of Directors.

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

HERBERT HIRSCH  
Notary Public, State of New York  
No. 31-6910500  
Qualified in New York County  
Commission Expires March 30, 1976