

SEP 15 1978 - 11 AM

CRAVATH, SWAINE & MOORE

INTERNATIONAL COMMERCE COMMISSION

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

INTERNATIONAL TELEX: 620976

TELETYPE: 710-581-0338

TELEX: 125547

MAURICE T. MOORE
BRUCE BROMLEY
ALBERT R. CONNELLY
FRANK H. DETWEILER
GEORGE G. TYLER
WILLIAM B. MARSHALL
RALPH L. McAFEE
ROYALL VICTOR
ALLEN H. MERRILL
HENRY W. de KOSMIAN
ALLEN F. MAULSBY
STEWARD R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
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RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK

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ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL

COUNSEL
ROSWELL L. GILPATRICK
CARLYLE E. MAW

L. R. BRESLIN, JR.
GEORGE B. TURNER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON

4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530

33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 01-606-1421
TELEX: 8814901

CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

September 14, 1978

Amendment Agreement (No. 2) Dated as of August 1, 1978
Amending Conditional Sale Agreement
Filed with the ICC under Recordation No. 8996-D
and Lease Filed with the ICC under Recordation No. 8996-F

Dear Sir:

Enclosed herewith for filing pursuant to Section 20c of the Interstate Commerce Act is an Amendment Agreement (No. 2) dated as of July 1, 1978.

The parties to the enclosed agreement are:

Trailer Train Company
300 South Wacker Drive
Chicago, Illinois 60606

First Security State Bank
P. O. Box 30007
Salt Lake City, Utah 84125

First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

Counterpart to John Hendrix

8-258 A/21
SEP 15 1978
Date
Fee \$ 10-.....

Washington, D. C.

SEP 15 11 32 AM '78
RECEIVED
I.C.C. OPERATION BR.

The Amendment Agreement (No. 2) amends a Conditional Sale Agreement (No. 2) dated as of August 1, 1977, among Pullman Incorporated (Pullman Standard Division), Bethlehem Steel Corporation and First Security State Bank, as Trustee, which was recorded pursuant to Section 20c of the Interstate Commerce Act with the Interstate Commerce Commission on September 15, 1977, under Recordation No. 8996-D. The Amendment Agreement (No. 2) also amends a Lease of Railroad Equipment (No. 2) dated as of August 1, 1977, between Trailer Train Company and First Security State Bank, as Owner-Trustee, which was recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on September 15, 1977, under Recordation No. 8996-F.

Enclosed is a check for \$10 for the required recordation fee. Please accept for recordation one counterpart of the enclosed agreement, stamp the remaining counterparts with your recordation number and return them to the delivering messenger along with your fee receipt, addressed to the undersigned.

Very truly yours,



David C. Spialter

As agent for Trailer Train Company

Mr. H. G. Hommes, Jr.,
Assistant Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

2

BY HAND

6028-2
RECORDATION NO. 8996-I Filed & Recorded

SEP 15 1978 11 40 AM

UNILATERAL COMMERCE COMMISSION

AMENDMENT AGREEMENT (No. 2), dated as of August 1, 1978, among FIRST SECURITY STATE BANK, as Trustee (the "Vendee"), under a Trust Agreement (No. 2) dated as of August 1, 1977, with Security Pacific Equipment Leasing, Inc., TRAILER TRAIN COMPANY (the "Lessee") and FIRST SECURITY BANK OF UTAH, N. A., as Agent (the "Assignee").

WHEREAS the Vendee, PULLMAN INCORPORATED (Pullman Standard Division) and BETHLEHEM STEEL CORPORATION (the "Builders"), have entered into a Conditional Sale Agreement (No. 2) dated as of August 1, 1977 (the "CSA");

WHEREAS the Builders and the Assignee have entered into an Agreement and Assignment (No. 2) dated as of August 1, 1977 (the "CSA Assignment");

WHEREAS the Builders have been paid in full for the railroad equipment delivered under the CSA and the Builders have no further interest in the CSA or the CSA Assignment;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment (No. 2) dated as of August 1, 1977 (the "Lease");

WHEREAS the Vendee and the Assignee have entered into an Assignment of Lease and Agreement (No. 2) dated as of

August 1, 1977 (the "Lease Assignment");

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on September 15, 1977, at 3:45 p.m. and were assigned recordation numbers 8996-D, 8996-E, 8996-F and 8996-G, respectively;

WHEREAS the CSA and the Lease included a list of railroad equipment from which deliveries could be made but only the remaining units of equipment not delivered and accepted under the Conditional Sale Agreement (No. 1) dated as of August 1, 1977, entered into among the Vendee as Owner-Trustee under Trust Agreement (No. 1) with Michigan National Leasing Corporation and The Liberty National Leasing Corporation and the Builders, having an aggregate Maximum Purchase Price not exceeding \$18,150,000 were intended to be covered by the CSA, and the Lease provides that such equipment will also be covered by the Lease;

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease;

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

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.

2. Schedule A to the Lease is hereby deleted and restated as shown in Exhibit B hereto.

3. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

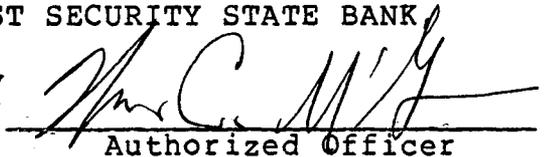
4. The Lessee will promptly cause this Amendment Agreement (No. 2) to be filed and recorded in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.

5. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain in full force and effect.

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.

FIRST SECURITY STATE BANK

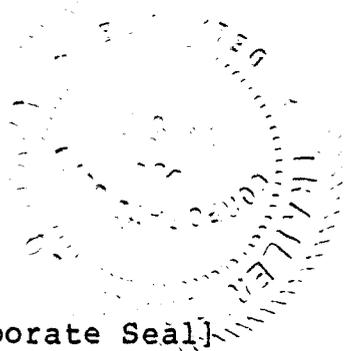
by


Authorized Officer

[Corporate Seal]

Attest:


Authorized Officer



[Corporate Seal]

TRAILER TRAIN COMPANY,

by

[Handwritten signature]

Vice President-Finance
and Treasurer

Attest:

T. D. Marlow

Authorized Officer

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent,

by

[Handwritten signature]

Authorized Officer

[Corporate Seal]

Attest:

[Handwritten signature]

Authorized Officer

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

On this *12* day of *Sept* 1978, 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 STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company 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 company.

Verna J. DeCora

Notary Public

My Commission Expires November 15, 1981

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this *28th* day of *August*, 1978, before me personally appeared *M. V. Reichert*, to me personally known, who, being by me duly sworn, says that he is a Vice President-Finance and Treasurer of TRAILER TRAIN 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.

Margaret P. Golz

Notary Public

[Notarial Seal]

My Commission expires

My Commission Expires July 7, 1982

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

On this *12* day of *Sept.* 1978, before me personally appeared *Fachio B. Eickert*, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N. A., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said 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 association.

Verna L. McCrea

Notary Public

My Commission Expires November 15, 1981

[Notarial Seal]

My Commission expires



ANNEX B

This Annex B replaces the original
Annex B to the CSA

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Serial Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
Pullman Incorporated (Pullman Standard Division)							
89' 4" 70-ton hydraulic draft gear, flush deck, low level flat cars for auto rack service; AAR Mechanical Designation: FA	3217 dated 4/27/73, as amended	Bessemer, Alabama	261	\$33,446.24	\$8,729,468.64	852288, 852290 852294, 852297 852299, 852300 852304-852310 852312-852316 852318, 852320 852321, 852325 852327-852330 852332-852566	Prior to December 30, 1977, at Bessemer, Alabama

Exhibit A

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Serial Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
Bethlehem Steel Corporation							
89' 4" 70-ton hydraulic draft gear, flush deck, all purpose cars; AAR Mechanical Designation: FC	DF 3400-462	Johnstown, Pa.	200	\$38,403.22	\$7,680,644.00	978290, 978291 978298 978304-978312 978314, 978315 978317, 978320 978321 978324-978326 978329-978333 978335-978338 978341-978343 978348-978356 978358-978360 978362-978365 978367-978433 978453 978456-978460 978486, 978489 978491, 978530 978588, 978589 978591, 978592 978596-978666	Prior to December 30, 1977, at Johnstown, Pa.
			<u>461</u>		<u>\$16,410,112.64</u>		

SCHEDULE A

This Schedule A replaces the original
Schedule A to the Lease

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Serial Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
<u>Pullman Incorporated (Pullman Standard Division)</u>							
89' 4" 70-ton hydraulic draft gear, flush deck, low level flat cars for auto rack service; AAR Mechanical Designation: FA	3217 dated 4/27/73, as amended	Bessemer, Alabama	261	\$33,446.24	\$8,729,468.64	852288, 852290 852294, 852297 852299, 852300 852304-852310 852312-852316 852318, 852320 852321, 852325 852327-852330 852332-852566	Prior to December 30, 1977, at Bessemer, Alabama

Exhibit B

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Serial Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
Bethlehem Steel Corporation							
89' 4" 70-ton hydraulic draft gear, flush deck, all purpose cars; AAR Mechanical Designation: FC	DF 3400 462	Johnstown, Pa.	200	\$38,403.22	\$ 7,680,644.00	978290, 978291 978298 978304-978312 978314, 978315 978317, 978320 978321 978324-978326 978329-978333 978335-978338 978341-978343 978348-978356 978358-978360 978362-978365 978367-978433 978453 978456-978460 978486, 978489 978491, 978530 978588, 978589 978591, 978592 978596-978666	Prior to December 30, 1977, at Johnstown, Pa.
			<u>461</u>		<u>\$16,410,112.64</u>		