

**BRAE
CORPORATION**

RECORDATION NO. 9875-1
Filed 12/30

DEC 4 - 1980 10:30 AM

INTERSTATE COMMERCE COMMISSION

December 1, 1980

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Room 2215, 12th & Constitution
Washington, D.C. 20423

0-339 A027
Date Dec 4, 1980
Fee \$ 10.00
ICC Washington, D.C.

Dear Ms. Mergenovich:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. §11303 are six copies of the following document:

SIXTH AMENDMENT, dated as of September 7, 1980 to the Equipment Trust Agreement, dated as of November 1, 1978, between Morgan Guaranty Trust Company of New York, as Trustee, and BRAE Corporation.

It relates to 1150 XM and XP boxcars as marked as follows:

OPE 15101 - 15200, inclusive
ADN 5600 - 5899, inclusive
ADN 9400 - 9699, inclusive
POTB 101 - 150, inclusive
GWF 1001 - 1200, inclusive
ESLJ 7700 - 7712, inclusive
ESLJ 7714 - 7750, inclusive
SERA 5000 - 5049, inclusive
DVS 1001 - 1050, inclusive
MSV 435 - 484, inclusive

The names and addresses of the parties to the transaction evidenced by the document described above are as follows:

Lessor: Brae Corporation
Suite 1760, Three Embarcadero Center
San Francisco CA 94111

Lender: Morgan Guaranty Trust Company of New York
30 West Broadway
New York, New York 10015

It is requested that this document be filed and recorded under the names of the parties as set forth above. In view of the fact that it relates to the Equipment Trust Agreement, previously assigned recordation number 9875 (and filed November 30, 1978 at 11:05 a.m.) we request that

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it be assigned the next available letter designation under that primary number, which we believe to be "Y."

I enclose also a check for \$10.00 for the required recordation fee.

Please return: (1) your letter acknowledging the filing, (2) a receipt for the \$10.00 filing fee paid by check drawn on this firm, (3) the enclosed copies of this letter, and 5 copies of the document retaining one for your files - - all stamped with your official recordation information.

Very truly yours,



Alfred C. Dossa
Vice President, Secretary and
General Counsel

ACD nmd
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

12/11/80

OFFICE OF THE SECRETARY

Alfred C. Dossa
Brac Corporation
Three Embarcadero Center
San Francisco, California 94111

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **12/4/80** at **10:30am**, and assigned recordation number(s). **9875- Y**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

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INTERSTATE COMMERCE COMMISSION

SIXTH AMENDMENT dated as of September 7, 1980 to Equipment Trust Agreement dated as of November 1, 1978, as amended by a First Amendment dated as of March 1, 1979, a Second Amendment dated as of August 1, 1979, a Third Amendment dated as of February 1, 1980, a Fourth Amendment dated as of April 1, 1980 and a Fifth Amendment dated as of June 26, 1980 and as supplemented by a Waiver dated as of January 7, 1980 and a Waiver dated as of March 7, 1980 (as so amended and supplemented, the "Equipment Trust Agreement") between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as trustee (the "Trustee"), and BRAE CORPORATION (the "Company").

Recitals

The Company has requested that the Trustee amend the Equipment Trust Agreement as more completely described below. The Trustee has received a Written Direction to execute this Amendment from each of the Original Purchasers, which at the present time collectively hold 100% in principal amount of the outstanding Trust Certificates.

Section 9.03 of the Equipment Trust Agreement provides for amendment of the Equipment Trust Agreement under such circumstances.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. The terms used in this Amendment which are defined in the Equipment Trust Agreement shall have the same meanings herein as specified therein.

2. The first paragraph of Section 4.08 of the Equipment Trust Agreement is amended to read in its entirety as follows:

"The Company agrees that it will maintain or cause to be maintained and keep all the Trust Equipment in good order and proper repair (normal wear and tear excepted) at no cost or expense to the Trustee, unless and until it becomes worn out, unsuitable for use, lost beyond hope of recovery, destroyed or damaged beyond economical repair, taken or requisitioned (unless any such unit is requisitioned for use and such requisition does not exceed a period of 180 days) by condemnation or otherwise or becomes economically obsolete due to substantially adverse amendments to presently existing car hire regulations of the

Interstate Commerce Commission or enters the territorial jurisdiction of the Republic of Mexico or of the Province of Quebec, Canada, at any time when Trust Equipment having a value exceeding 12% of the value of all Trust Equipment is situated within said territorial jurisdictions taken together (any of the above such events hereinafter called a "Casualty Occurrence"). It is understood that if Trust Equipment having an aggregate value in excess of 12% of the value of all the Trust Equipment is situated within the territorial jurisdictions of the Republic of Mexico and the Province of Quebec, Canada, a Casualty Occurrence shall be deemed to have occurred in respect of only such units of Trust Equipment as are sufficient to reduce the value of the units of Trust Equipment remaining in such territorial jurisdictions taken together to below said 12%. For purposes of this paragraph, value shall be determined in the manner provided in clause (i) of the last paragraph of Section 4.06."

Such amendment shall remain in effect for three years from the date hereof, after which time the aforesaid paragraph of Section 4.08 hereby superseded will automatically return to full force and effect.

3. Except as modified hereby, the Equipment Trust Agreement shall remain in full force and effect.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single instrument.

5. The provisions of this Amendment and all rights and obligations of the parties hereunder shall be governed by the laws of the State of New York.

6. The Company shall, at its expense, cause this Amendment to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303, as soon as possible.

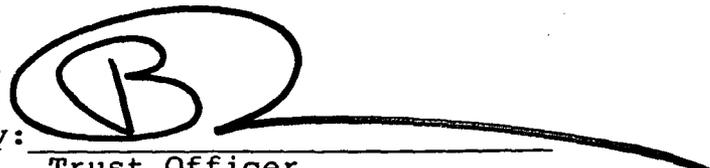
IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the date first above written.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Trustee

(Corporate Seal)

Attest:


Assistant Secretary

By: 
Trust Officer

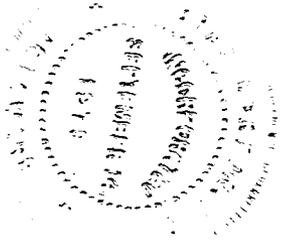
BRAE CORPORATION

[Corporate Seal]

Attest:

Ement L. Brazil
Secretary

By: Arnold C. Dosa
Vice President



STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On the 8 day of Oct, 1980, before me personally came P. J. CROOKS, to me known, who, being by me duly sworn, did depose and say that he resides at 70 Ferry Street, Lambertville, New Jersey; that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, one of the corporations described in and which executed the above amendment; that he knows the corporate seal of said corporation; that the seal affixed to said amendment is such corporate seal; that it was so affixed by the authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

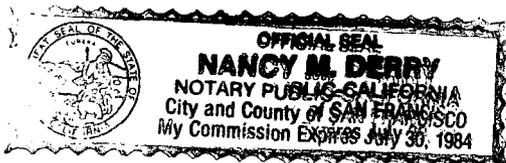
Elizabeth A. Buckley
Notary Public

ELIZABETH A. BUCKLEY
Notary Public, State of New York
Qualified in Suffolk County
Certificate Filed in New York County
No. 52-4620859
Commission Expires March 30, 1981

(Notarial Seal)

STATE OF CALIFORNIA)
)
CITY AND COUNTY OF SAN FRANCISCO)

On the 10th day of September, 1980, before me personally came ALFRED C. DOSSA, to me known, who, being by me duly sworn, did depose and say that he resides at 103 Bella Vista Drive, Hillsborough, California; that he is a Vice President of BRAE CORPORATION, one of the corporations described in and which executed the above amendment; that he knows the corporate seal of said corporation; that the seal affixed to said amendment is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.



Nancy M. Derry
Notary Public

(Notarial Seal)