

# BRAE CORPORATION

September 21, 1982

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

Dear Ms. Mergenovich:

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

Seventh Amendment dated as of September 13, 1982 to the Equipment Trust Agreement dated November 1, 1978 between Morgan Guaranty Trust Company of New York, as trustee and BRAE Corporation.

This document relates to 514 XM boxcars, 537 XP boxcars and 50 flatcars marked as follows:

TYPE

XP	ADN	5600-5603, 5605-5675, 5677-5737, 5739-5860, 5862-5895, 5897-5899
XP	ADN	9400-9416, 9418-9499
XM	ADN	9501-9588, 9590-9699
XM	DVS	1001-1050
XM	ESLJ	7700-7712
XM	GWF	1001-1004, 1011, 1014, 1016, 1018-1020, 1024, 1030-1031, 1033, 1035, 1037, 1039, 1043, 1046, 1048-1049, 1051, 1053-1055, 1057-1059, 1061, 1064, 1066, 1068, 1072, 1074-1076, 1078, 1081-1083, 1085, 1087, 1089, 1093-1094, 1103-1104, 1109-1110, 1113-1118, 1122-1123, 1125-1126, 1130, 1132, 1134-1135, 1138, 1140-1141, 1145-1148, 1150-1152, 1156, 1159-1160, 1162, 1170, 1172, 1175-1177, 1179, 1184, 1186, 1189, 1194, 1198
XP	GWF	1005-1010, 1012-1013, 1015, 1017, 1021-1023, 1025-1029, 1032, 1034, 1036, 1038, 1040-1042, 1044-1045, 1047, 1050, 1052, 1056, 1060, 1062-1063, 1065, 1067, 1069-1071, 1073, 1077, 1079-1080, 1084, 1086, 1088, 1090-1092, 1095-1102, 1105-1108, 1111-1112, 1119-1121, 1124, 1127-1129, 1131, 1133, 1136-1137, 1139, 1142-1144, 1149, 1153-1155, 1157-1158, 1161, 1163-1169, 1171, 1173-1174, 1178, 1180-1183, 1185, 1187-1188, 1190-1193, 1195-1197, 1199-1200

RECORDATION NO. *9875 BB* Filed 1425

OCT 5 1982 - 1 15 PM

INTERSTATE COMMERCE COMMISSION

No. *2-278A118*  
Date *OCT 5 1982*

Fee \$ *10.00*

ICC Washington, D. C.

OCT 5 1 05 PM '82

FB MSV 435-484  
XM OPE 15101-15200  
XM POTB 101, 104-106, 108-109, 111-113, 119, 122, 133, 139-140, 142-143, 147  
XP POTB 102, 107, 110, 114-118, 120-121, 123-132, 134-138, 141, 144-146, 148-150  
XM SERA 5000-5049

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

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

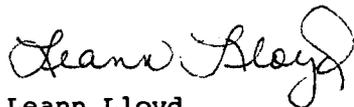
LESSOR: BRAE Corporation  
4 Embarcadero Center, Suite 3100  
San Francisco, California 94111

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 dated as of November 1, 1978 between the Morgan Guaranty Trust Company of New York as Trustee, and BRAE Corporation, previously recorded and assigned recordation number 9875, we request that it be assigned the next available letter designation under that primary number.

I also enclose 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 copy of this letter and (4) two originals and five copies of the document, (retaining one for your files) all stamped with your official recordation information.

Very truly yours,



Leann Lloyd  
Legal Assistant

cc: Lawrence W. Briscoe  
Alfred C. Dossa, Esq.

**Interstate Commerce Commission**  
Washington, D.C. 20423

10/5/82

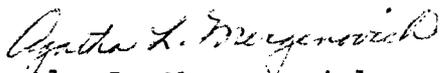
OFFICE OF THE SECRETARY

Leann Lloyd  
Legal Assistant  
Brae Corporation  
Four Embarcadero Center  
San Francisco, Calif. 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 10/5/82 at 1:15pm , and assigned re-  
recording number (s) .9875-BB

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

9875-BB

REGISTRATION NO. FEB 1983

OCT 5 1982-1 15 PM

INTERSTATE COMMERCE COMMISSION

SEVENTH AMENDMENT dated as of September 13, 1982 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, a Fifth Amendment dated as of June 26, 1980, and a Sixth Amendment dated as of September 7, 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").

R E C I T A L S:

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 have the same meanings herein as specified therein.
2. The definition of RESTRICTED SUBSIDIARY in Section 1.01 shall be amended such that "100%" is replaced by "80%".
3. Section 6.05(b) is amended such that the reference in line 12 thereof to "clause (v) of Section 6.05(e)" is changed to "clause (vii) of Section 6.05(e)."
4. Section 6.05(b) is amended such that the fourteenth and fifteen lines thereof shall read as follows:

"except (i) as permitted by Section 6.05(e)(v) and/or Section 6.05(e)(vi) or (ii) out of Consolidated Net Earnings Available For Restricted Payments, provided, however,"

5. Section 6.05(b) is amended further such that of clause (2) of the definition of "Consolidated Net Earnings Available For Restricted Payments" reads in its entirety:

(2) the sum of (a) the aggregate amount of all dividends and other distributions paid or declared by the Company on any class of its stock after December 31, 1978 (other than dividends paid pursuant to Section 6.05(e)(vi)), (b) the aggregate amount of all expenditures made pursuant to clause (vii) of Section 6.05(e) after December 31, 1978, and (c) the excess of the aggregate amount expended, directly or indirectly, after December 31, 1978, for the redemption, purchase or other acquisition of any shares of its stock and for the optional payment of principal of, and the optional retirement, redemption, purchase or other acquisition of, Subordinated Funded Debt, over the aggregate amount received as (x) the net cash proceeds of the sale of any shares of its stock after December 31, 1978 and before July 1, 1982 and/or (y) the net cash proceeds received after December 31, 1978 and before July 1, 1982 upon the sale of any Debt security which has been converted into shares of its stock, but only if such conversion occurs within five years after the issuance of such Debt security and (z) 50% of the aggregate amount of the net cash proceeds received by the Company on or after July 1, 1982 from the sale of its stock and from the sale of any Debt security convertible into stock of the Company, but only to the extent that any such Debt has been converted into shares of stock of the Company.

6. Section 6.05(b) is amended further by adding a new paragraph which shall be the last paragraph of such Section as follows:

The provisions of this Section 6.05(b) shall not apply to any redemption, purchase or acquisition, direct or indirect, of any shares of stock of the Company now or hereafter outstanding if within six months of such redemption, purchase or acquisition such shares are used in connection with the acquisition of Brae Intermodal Corporation.

7. Section 6.05(e) is amended by deleting the word "and" from the end of the clause (iv), inserting a new clause to be numbered (v) which reads as set forth below, and replacing the existing clause (v) with clauses (vi) and (vii) which reads as set forth below:

(v) after July 1, 1982, make or permit to remain outstanding loans or advances or capital contributions to, or own, purchase or acquire stock, obligations or securities of, or sell property at less than fair market value to, any other Person, provided that such investment, purchase, loan, advance, contribution or sale has been designated a Special Restricted Investment by the Company, and further provided that such Special Restricted Investments shall not at any time exceed in the aggregate the sum of \$8,500,000,

(vi) make or permit to remain outstanding loans or advances or capital contributions to, or own, purchase or acquire stock, obligations or securities of, or sell property at less than fair market value to, any other Person, or pay dividends on or redeem any class of preferred stock, provided that such investment, purchase, loan, advance, contribution or sale has been designated an Added Equity Restricted Investment by the Company or such dividend or redemption has been designated an Added Equity Restricted Dividend and further provided that the aggregate of such Added Equity Restricted Investments and Added Equity Restricted Dividends shall not exceed 50% of the net cash proceeds received by the Company on or after July 1, 1982 from the sale of its stock and from the sale of any Debt security convertible into stock of the Company, but only to the extent that any such Debt has been converted into shares of the stock of the Company, and

(vii) make or permit to remain outstanding loans or advances or capital contributions to, or own, purchase or acquire stock, obligations or securities of, or sell property at less than fair market value to, any other Person, provided that the aggregate amount expended (including as an expenditure the amount by which the fair market value exceeds the cost basis of any property sold) pursuant to any such investment, purchase, loan, advance, contribution or sale (other than those referred to in clauses (i) through (vi) of this Section 6.05(e)) would have been permitted to be paid as a Restricted Payment pursuant to Section 6.05(b),

8. Except as modified hereby, the Equipment Trust Agreement remains in full force and effect.

9. 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.

10. 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.

11. The Company shall, at its expense, cause this Amendment to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 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

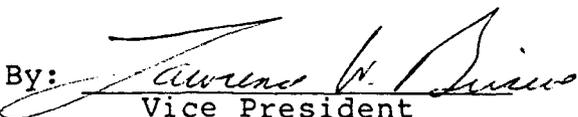
By:   
Trust Officer BZ

(Corporate Seal)

Attest:

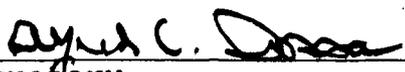
  
Assistant Secretary

BRAE Corporation

By:   
Vice President

(Corporate Seal)

Attest:

  
Secretary

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

ss.:

On this 13<sup>th</sup> day of September, 1982, before me personally appeared P. J. Crooks, to me personally known, who, being by me duly sworn, says that he is Vice President of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a NEW YORK corporation, that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was on September 13, 1982 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.

Harold Robinson  
Notary Public

(Seal)

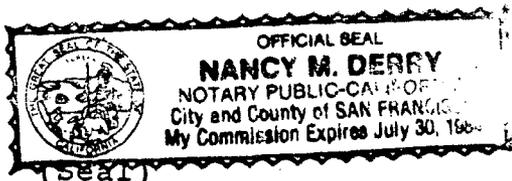
My Commission Expires: \_\_\_\_\_

**HAROLD ROBINSON**  
Notary Public, State of New York  
Qualified in Queens County  
Certificate Filed in New York County  
No. 41-4731138  
Commission Expires March 30, 1984

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

ss:

On this 30 day of August, 1982, before me personally appeared Lawrence W. Busch to me personally known, who, being by me duly sworn, says that he is Vice President of BRAE CORPORATION, a Delaware corporation, that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was on August 30, 1982 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.



(Seal)

Nancy M. Derry  
Notary Public

My Commission Expires: July 30, 1984

REGISTRATION NO. 9875 BB FORM 143

OCT 5 1982-1 15 PM

INTERSTATE COMMERCE COMMISSION

SEVENTH AMENDMENT dated as of September 13, 1982 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, a Fifth Amendment dated as of June 26, 1980, and a Sixth Amendment dated as of September 7, 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").

R E C I T A L S:

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ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

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

2. The definition of RESTRICTED SUBSIDIARY in Section 1.01 shall be amended such that "100%" is replaced by "80%".

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6. Section 6.05(b) is amended further by adding a new paragraph which shall be the last paragraph of such Section as follows:

The provisions of this Section 6.05(b) shall not apply to any redemption, purchase or acquisition, direct or indirect, of any shares of stock of the Company now or hereafter outstanding if within six months of such redemption, purchase or acquisition such shares are used in connection with the acquisition of Brae Intermodal Corporation.

7. Section 6.05(e) is amended by deleting the word "and" from the end of the clause (iv), inserting a new clause to be numbered (v) which reads as set forth below, and replacing the existing clause (v) with clauses (vi) and (vii) which reads as set forth below:

(v) after July 1, 1982, make or permit to remain outstanding loans or advances or capital contributions to, or own, purchase or acquire stock, obligations or securities of, or sell property at less than fair market value to, any other Person, provided that such investment, purchase, loan, advance, contribution or sale has been designated a Special Restricted Investment by the Company, and further provided that such Special Restricted Investments shall not at any time exceed in the aggregate the sum of \$8,500,000,

(vi) make or permit to remain outstanding loans or advances or capital contributions to, or own, purchase or acquire stock, obligations or securities of, or sell property at less than fair market value to, any other Person, or pay dividends on or redeem any class of preferred stock, provided that such investment, purchase, loan, advance, contribution or sale has been designated an Added Equity Restricted Investment by the Company or such dividend or redemption has been designated an Added Equity Restricted Dividend and further provided that the aggregate of such Added Equity Restricted Investments and Added Equity Restricted Dividends shall not exceed 50% of the net cash proceeds received by the Company on or after July 1, 1982 from the sale of its stock and from the sale of any Debt security convertible into stock of the Company, but only to the extent that any such Debt has been converted into shares of the stock of the Company, and

(vii) make or permit to remain outstanding loans or advances or capital contributions to, or own, purchase or acquire stock, obligations or securities of, or sell property at less than fair market value to, any other Person, provided that the aggregate amount expended (including as an expenditure the amount by which the fair market value exceeds the cost basis of any property sold) pursuant to any such investment, purchase, loan, advance, contribution or sale (other than those referred to in clauses (i) through (vi) of this Section 6.05(e)) would have been permitted to be paid as a Restricted Payment pursuant to Section 6.05(b),

8. Except as modified hereby, the Equipment Trust Agreement remains in full force and effect.

9. 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.

10. 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.

11. The Company shall, at its expense, cause this Amendment to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 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

By: *M.P. Kuhl*  
Trust Officer *MS*

(Corporate Seal)

Attest:

*[Signature]*  
Assistant Secretary

BRAE Corporation

By: *Lawrence W. Quinn*  
Vice President

(Corporate Seal)

Attest:

*Amy C. [Signature]*  
Secretary

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ss.:

On this 13<sup>th</sup> day of September, 1982, before me personally appeared P. J. Crooks, to me personally known, who, being by me duly sworn, says that he is Vice President of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a NEW YORK corporation, that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was on September 13, 1982 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.

Harold Robinson  
Notary Public

(Seal)

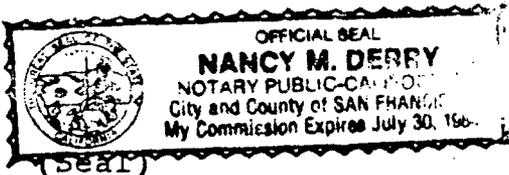
My Commission Expires: \_\_\_\_\_

**HAROLD ROBINSON**  
Notary Public, State of New York  
Qualified in Queens County  
Certificate Filed in New York County  
No. 41-4731138  
Commission Expires March 30, 1984

STATE OF CALIFORNIA )  
CITY AND COUNTY OF SAN FRANCISCO )

ss:

On this 30 day of August, 1982, before me personally appeared Lawrence W. Buscio to me personally known, who, being by me duly sworn, says that he is Vice President of BRAE CORPORATION, a Delaware corporation, that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was on August 30, 1982 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.



(Seal)

Nancy M. Derry  
Notary Public

My Commission Expires: July 30, 1984