

RECORDATION NO. 11369-D Filed 1978

CRAVATH, SWAINE & MOORE 18 1980

ONE CHASE MANHATTAN PLAZA, NEW YORK, N. Y. 10005

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX
RCA 233663
WUD 125547
WUI 620976

0-078A039

MAR 18 1980

Date _____
Fee \$ 16.00

March 17, 1980

ICC Washington, D. C.

Amendment Agreement (A) Dated as of March 1, 1980
Amending Conditional Sale Agreement (A)
Filed under Recordation No. 11369 and
Lease (A) Filed under Recordation No. 11369-B

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission rules and regulations thereunder, as amended, I enclose herewith on behalf of Railbox Company for filing and recordation counterparts of the following document:

Amendment Agreement (A) dated as of March 1, 1980 among Railbox Company, as Lessee, First Security Bank of Utah, N.A., as Trustee, Mercantile Safe Deposit and Trust Company, as Agent, and Pullman Incorporated (Pullman Standard Division), ACF Industries, Incorporated and PACCAR INC, as Builders.

The Amendment Agreement amends a Conditional Sale Agreement (A) dated as of December 1, 1979, previously filed and recorded with the Interstate Commerce Commission on January 15, 1980, at 9:20 a.m., Recordation Number 11369 and a Lease of Railroad Equipment (A) dated as of December 1, 1979, previously filed and recorded as above with the Interstate Commerce Commission on January 15, 1980, at 9:20 a.m., Recordation Number 11369-B.

The Amendment Agreement amends Annex B to the Conditional Sale Agreement (A) and Schedule A to the Lease

COUNSEL
CARTER E MAW
ALBERT R CONNELLY
FRANK H DETWEILER
GEORGE G TYLER

ROSWELL L OILPATRIC
L R BRESLIN, JR
GEORGE B TURNER
JOHN H MORSE
HAROLD R HED NA JR
CHARLES R LINTON
ALLEN H MERRILL

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
TE-EX 88 4901

CABLE ADDRESSES
CRAVATH, N Y
CRAVATH PARIS
CRAVATH, LONDON F C 2

RECEIVED
MAR 18 1980
FEDERAL RECORDATION
U.S. COMMERCE

*11369-D
Please forward to
Thank*

Hyde W. Hatcher

11369-D

51

(A) to show the deletion of ACF Equipment and the addition of Pullman and PACCAR Equipment.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 11369-D.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
as Agent for Railbox Company

Agatha L. Mergenovich,
Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encl.

MAR 19 1980 - 11 52 AM

[CS&M Ref. 4255-408]
[Railbox Lease 12A]

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT (A) dated as of March 1, 1980, among RAILBOX COMPANY ("Lessee"), MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for certain institutional investors ("Investors"), FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (A) dated as of December 1, 1979, with Westinghouse Credit Corporation, NB5 Financial Services, The Wayne County National Bank of Wooster, The Old Phoenix National Bank of Medina, The First National Bank & Trust Co. of Hamilton, Hamilton, Ohio, The Metropolitan Bank of Lima, Ohio, The Fifth Third Bank (collectively "Owners"), PULLMAN, INCORPORATED (Pullman Standard Division) ("Pullman"), ACF INDUSTRIES, INCORPORATED ("ACF") and PACCAR INC ("PACCAR").

WHEREAS the Trustee and Pullman, ACF and PACCAR (collectively the "Builders") have entered into a Conditional Sale Agreement (A) dated as of December 1, 1979 (the "CSA"); and the Builders and the Agent have entered into an Agreement and Assignment dated as of December 1, 1979 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 15, 1980, and were assigned recordation numbers 11369 and 11369-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (A) dated as of December 1, 1979 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (A) dated as of December 1, 1979 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 15, 1980, and were assigned recordation numbers 11369-B and 11369-C, respectively;

WHEREAS the Lessee and ACF have advised the other parties hereto that deliveries of the ACF Equipment listed on Annex B to the CSA and Schedule A to the Lease will be substantially delayed, and the parties hereto desire to delete said ACF Equipment from the transaction and to substitute in lieu thereof additional Pullman Equipment and PACCAR Equipment with comparable specifications;

WHEREAS the Agent is authorized to execute this Amendment Agreement without the prior written approval of the Investors because this Amendment Agreement could not adversely affect the interests of the Investors; and

WHEREAS each Owner has authorized and instructed the Trustee to execute this Amendment Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby 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 in its entirety 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 to be filed 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 unaltered and in full force and effect.
6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

RAILBOX COMPANY,

by

Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, but solely as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Trustee,

by

Authorized Officer

[Seal]

Attest:

Authorized Officer

PULLMAN INCORPORATED (Pullman Standard Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

ACF INDUSTRIES, INCORPORATED,

by

Secretary

[Corporate Seal]

Attest:

Assistant Secretary

PACCAR INC,

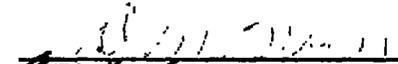
by



Vice President

[Corporate Seal]

Attest:



Assistant Secretary

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

On this day of 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is Treasurer of RAILBOX COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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.

Notary Public

[Notarial Seal]
My Commission Expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of 1980, before me personally appeared , who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and 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]
My Commission Expires

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

On this day of 1980, before me
personally appeared , to me personally
known, who being by me duly sworn, says that he is an Autho-
rized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one
of the seals affixed to the foregoing instrument is the seal
of said national banking association and that said instrument
was signed and sealed on behalf of said national banking
association as Trustee 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 ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1980, before me
personally appeared , to me personally
known, who being by me duly sworn, says that he is a Vice
President of PULLMAN INCORPORATED (Pullman Standard Division),
that one of the seals affixed to the foregoing instrument is
the corporate seal of said Corporation and that said instru-
ment 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.

Notary Public

[Notarial Seal]
My Commission Expires

Annex B to Conditional Sale Agreement (A)

<u>Type</u>	<u>Builder's Specifications</u>	<u>Quantity</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Serial Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
FULLMAN INCORPORATED (FULLMAN STANDARD DIVISION)						
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Desig- nation: XM	B-6078-P	234	\$38,990	\$9,123,660	37172-37405	March-April 1980, at Bessemer, Ala.
	B-6078-P	53	38,990	2,066,483	37697-37749	
PACCAR INC						
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	34	38,221	1,299,514	39000-39033	January 1980, at Renton, Washington
	B-6078-C	333	38,221	12,727,593	39249-39581	February-March, 1980, at Renton, Washington
	B-6078-C	<u>263</u>	38,250	<u>10,059,750</u>	39907-40169	March-April, 1980, at Renton, Washington
		917		\$35,277,000		

Schedule A to the Lease No. 12A

Type	Builder's Specifications	Quantity	Estimated Unit Base Price	Estimated Total Base Price	Serial Numbers (Inclusive)	Estimated Time and Place of Delivery
PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION)						
50'6" 70-ton capacity general service box-car with 10' doors; AAR Mechanical Designation: XM	B-6078-P	234	\$38,990	\$9,123,660	37172-37405	March-April 1980, at Bessemer, Ala.
	B-6078-P	53	38,990	2,066,483	37697-37749	
PACCAR INC						
50'6" 70-ton capacity general service box-car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	34	38,221	1,299,514	39000-39033	January 1980, at Renton, Washington
	B-6078-C	333	38,221	12,727,593	39249-39581	February-March, 1980, at Renton, Washington
	B-6078-C	<u>263</u>	38,250	<u>10,059,750</u>	39907-40169	March-April, 1980, at Renton, Washington
		917		\$35,277,000		

AMENDMENT AGREEMENT (A) dated as of March 1, 1980, among RAILBOX COMPANY ("Lessee"), MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for certain institutional investors ("Investors"), FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (A) dated as of December 1, 1979, with Westinghouse Credit Corporation, NB5 Financial Services, The Wayne County National Bank of Wooster, The Old Phoenix National Bank of Medina, The First National Bank & Trust Co. of Hamilton, Hamilton, Ohio, The Metropolitan Bank of Lima, Ohio, The Fifth Third Bank (collectively "Owners"), PULLMAN, INCORPORATED (Pullman Standard Division) ("Pullman"), ACF INDUSTRIES, INCORPORATED ("ACF") and PACCAR INC ("PACCAR").

WHEREAS the Trustee and Pullman, ACF and PACCAR (collectively the "Builders") have entered into a Conditional Sale Agreement (A) dated as of December 1, 1979 (the "CSA"); and the Builders and the Agent have entered into an Agreement and Assignment dated as of December 1, 1979 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 15, 1980, and were assigned recordation numbers 11369 and 11369-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (A) dated as of December 1, 1979 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (A) dated as of December 1, 1979 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 15, 1980, and were assigned recordation numbers 11369-B and 11369-C, respectively;

WHEREAS the Lessee and ACF have advised the other parties hereto that deliveries of the ACF Equipment listed on Annex B to the CSA and Schedule A to the Lease will be substantially delayed, and the parties hereto desire to delete said ACF Equipment from the transaction and to substitute in lieu thereof additional Pullman Equipment and PACCAR Equipment with comparable specifications;

WHEREAS the Agent is authorized to execute this Amendment Agreement without the prior written approval of the Investors because this Amendment Agreement could not adversely affect the interests of the Investors; and

WHEREAS each Owner has authorized and instructed the Trustee to execute this Amendment Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby 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 in its entirety 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 to be filed 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 unaltered and in full force and effect.
6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

RAILBOX COMPANY,

by

Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity, but solely
as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

FIRST SECURITY BANK OF UTAH,
N.A., not in its individual
capacity, but solely as Trustee,

by

Authorized Officer

[Seal]

Attest:

Authorized Officer

PULLMAN INCORPORATED (Pullman
Standard Division),

by

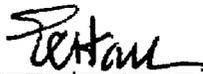
Vice President

[Corporate Seal]

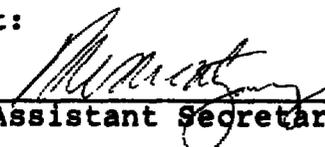
Attest:

Assistant Secretary

ACF INDUSTRIES, INCORPORATED,

by 
Secretary

[Corporate Seal]

Attest: 
Assistant Secretary

PACCAR INC,

by _____
Vice President

[Corporate Seal]

Attest: _____
Secretary

Annex B to Conditional Sale Agreement (A)

Type	Builder's Specifications	Quantity	Estimated Unit Base Price	Estimated Total Base Price	Serial Numbers (Inclusive)	Estimated Time and Place of Delivery
PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION)						
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Desig- nation: XM	B-6078-P	234	\$38,990	\$9,123,660	37172-37405	March-April 1980, at Bessemer, Ala.
	B-6078-P	53	38,990	2,066,483	37697-37749	
PACCAR INC						
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	34	38,221	1,299,514	39000-39033	January 1980, at Renton, Washington
	B-6078-C	333	38,221	12,727,593	39249-39581	February-March, 1980, at Renton, Washington
	B-6078-C	<u>263</u>	38,250	<u>10,059,750</u>	39907-40169	March-April, 1980, at Renton, Washington
		917		\$35,277,000		

Schedule A to the Lease No. 12A

<u>Type</u>	<u>Builder's Specifications</u>	<u>Quantity</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Serial Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION)						
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Desig- nation: XM	B-6078-P	234	\$38,990	\$9,123,660	37172-37405	March-April 1980, at Bessemer, Ala.
	B-6078-P	53	38,990	2,066,483	37697-37749	
PACCAR INC						
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	34	38,221	1,299,514	39000-39033	January 1980, at Renton, Washington
	B-6078-C	333	38,221	12,727,593	39249-39581	February-March, 1980, at Renton, Washington
	B-6078-C	<u>263</u>	<u>38,250</u>	<u>10,059,750</u>	<u>39907-40169</u>	<u>March-April, 1980,</u> <u>at Renton, Washington</u>
		917		\$35,277,000		

AMENDMENT AGREEMENT (A) dated as of March 1, 1980, among RAILBOX COMPANY ("Lessee"), MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for certain institutional investors ("Investors"), FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (A) dated as of December 1, 1979, with Westinghouse Credit Corporation, NB5 Financial Services, The Wayne County National Bank of Wooster, The Old Phoenix National Bank of Medina, The First National Bank & Trust Co. of Hamilton, Hamilton, Ohio, The Metropolitan Bank of Lima, Ohio, The Fifth Third Bank (collectively "Owners"), PULLMAN, INCORPORATED (Pullman Standard Division) ("Pullman"), ACF INDUSTRIES, INCORPORATED ("ACF") and PACCAR INC ("PACCAR").

WHEREAS the Trustee and Pullman, ACF and PACCAR (collectively the "Builders") have entered into a Conditional Sale Agreement (A) dated as of December 1, 1979 (the "CSA"); and the Builders and the Agent have entered into an Agreement and Assignment dated as of December 1, 1979 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 15, 1980, and were assigned recordation numbers 11369 and 11369-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (A) dated as of December 1, 1979 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (A) dated as of December 1, 1979 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 15, 1980, and were assigned recordation numbers 11369-B and 11369-C, respectively;

WHEREAS the Lessee and ACF have advised the other parties hereto that deliveries of the ACF Equipment listed on Annex B to the CSA and Schedule A to the Lease will be substantially delayed, and the parties hereto desire to delete said ACF Equipment from the transaction and to substitute in lieu thereof additional Pullman Equipment and PACCAR Equipment with comparable specifications;

WHEREAS the Agent is authorized to execute this Amendment Agreement without the prior written approval of the Investors because this Amendment Agreement could not adversely affect the interests of the Investors; and

WHEREAS each Owner has authorized and instructed the Trustee to execute this Amendment Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby 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 in its entirety 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 to be filed 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 unaltered and in full force and effect.

6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

RAILBOX COMPANY,

by

Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, but solely as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Trustee,

by

Authorized Officer

[Seal]

Attest:

Authorized Officer

PULLMAN INCORPORATED (Pullman Standard Division),

by

RC Smyser
Vice President-FREIGHT UNIT

[Corporate Seal]

Attest:

Margaret M. Keenan
Assistant Secretary

ACF INDUSTRIES, INCORPORATED,

by

Secretary

[Corporate Seal]

Attest:

Assistant Secretary

PACCAR INC,

by

Vice President

[Corporate Seal]

Attest:

Secretary

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

On this day of 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is Treasurer of RAILBOX COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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.

Notary Public

[Notarial Seal]
My Commission Expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of 1980, before me personally appeared , who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and 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]
My Commission Expires

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

On this day of 1980, 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, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association as Trustee 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 ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 10TH day of MARCH 1980, before me personally appeared R C SNYDER , to me personally known, who being by me duly sworn, says that he is a Vice President of PULLMAN INCORPORATED (Pullman Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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.

Richard H. Stebbins
Notary Public

[Notarial Seal]

My Commission Expires

MY COMMISSION EXPIRES OCTOBER 18, 1983

Annex B to Conditional Sale Agreement (A)

<u>Type</u>	<u>Builder's Specifications</u>	<u>Quantity</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Serial Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
FULLMAN INCORPORATED (FULLMAN STANDARD DIVISION)						
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Desig- nation: XM	B-6078-P	234	\$38,990	\$9,123,660	37172-37405	March-April 1980, at Bessemer, Ala.
	B-6078-P	53	38,990	2,066,483	37697-37749	
PACCAR INC						
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	34	38,221	1,299,514	39000-39033	January 1980, at Renton, Washington
	B-6078-C	333	38,221	12,727,593	39249-39581	February-March, 1980, at Renton, Washington
	B-6078-C	263	38,250	10,059,750	39907-40169	March-April, 1980, at Renton, Washington
		917		\$35,277,000		

Schedule A to the Lease No. 12A

Type	Builder's Specifications	Quantity	Estimated Unit Base Price	Estimated Total Base Price	Serial Numbers (Inclusive)	Estimated Time and Place of Delivery
PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION)						
50'6" 70-ton capacity general service box-car with 10' doors; AAR Mechanical Designation: XM	B-6078-P	234	\$38,990	\$9,123,660	37172-37405	March-April 1980, at Bessemer, Ala.
	B-6078-P	53	38,990	2,066,483	37697-37749	
PACCAR INC						
50'6" 70-ton capacity general service box-car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	34	38,221	1,299,514	39000-39033	January 1980, at Renton, Washington
	B-6078-C	333	38,221	12,727,593	39249-39581	February-March, 1980, at Renton, Washington
	B-6078-C	<u>263</u>	38,250	<u>10,059,750</u>	39907-40169	March-April, 1980, at Renton, Washington
		917		\$35,277,000		

AMENDMENT AGREEMENT (A) dated as of March 1, 1980, among RAILBOX COMPANY ("Lessee"), MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for certain institutional investors ("Investors"), FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (A) dated as of December 1, 1979, with Westinghouse Credit Corporation, NB5 Financial Services, The Wayne County National Bank of Wooster, The Old Phoenix National Bank of Medina, The First National Bank & Trust Co. of Hamilton, Hamilton, Ohio, The Metropolitan Bank of Lima, Ohio, The Fifth Third Bank (collectively "Owners"), PULLMAN, INCORPORATED (Pullman Standard Division) ("Pullman"), ACF INDUSTRIES, INCORPORATED ("ACF") and PACCAR INC ("PACCAR").

WHEREAS the Trustee and Pullman, ACF and PACCAR (collectively the "Builders") have entered into a Conditional Sale Agreement (A) dated as of December 1, 1979 (the "CSA"); and the Builders and the Agent have entered into an Agreement and Assignment dated as of December 1, 1979 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 15, 1980, and were assigned recordation numbers 11369 and 11369-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (A) dated as of December 1, 1979 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (A) dated as of December 1, 1979 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 15, 1980, and were assigned recordation numbers 11369-B and 11369-C, respectively;

WHEREAS the Lessee and ACF have advised the other parties hereto that deliveries of the ACF Equipment listed on Annex B to the CSA and Schedule A to the Lease will be substantially delayed, and the parties hereto desire to delete said ACF Equipment from the transaction and to substitute in lieu thereof additional Pullman Equipment and PACCAR Equipment with comparable specifications;

WHEREAS the Agent is authorized to execute this Amendment Agreement without the prior written approval of the Investors because this Amendment Agreement could not adversely affect the interests of the Investors; and

WHEREAS each Owner has authorized and instructed the Trustee to execute this Amendment Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby 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 in its entirety 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 to be filed 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 unaltered and in full force and effect.
6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

RAILBOX COMPANY,

by

Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, but solely as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Trustee,

by

Fredrick B. Fisher
Authorized Officer

[Seal]

Attest:

J. R. [Signature]
Authorized Officer

PULLMAN INCORPORATED (Pullman Standard Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

ACF INDUSTRIES, INCORPORATED,

by

Secretary

[Corporate Seal]

Attest:

Assistant Secretary

PACCAR INC,

by

Vice President

[Corporate Seal]

Attest:

Secretary

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

On this day of 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is Treasurer of RAILBOX COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MARYLAND,)
) ss.:
 CITY OF BALTIMORE,)

On this day of 1980, before me personally appeared , who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and 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.

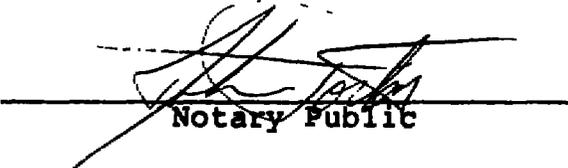
Notary Public

[Notarial Seal]

My Commission Expires

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

On this 13th day of March 1980, before me personally appeared FUCHIA D. EICHERS, 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 seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association as Trustee 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 9-7-82

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

On this day of 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of PULLMAN INCORPORATED (Pullman Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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.

Notary Public

[Notarial Seal]

My Commission Expires

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

On this day of 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Secretary of ACF INDUSTRIES, INCORPORATED, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF WASHINGTON,)
) ss.:
 COUNTY OF KING,)

On this day of 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of PACCAR INC, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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.

Notary Public

[Notarial Seal]

My Commission Expires

Annex B to Conditional Sale Agreement (A)

Type	Builder's Specifications	Quantity	Estimated Unit Base Price	Estimated Total Base Price	Serial Numbers (Inclusive)	Estimated Time and Place of Delivery
PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION)						
50'6" 70-ton capacity general service box- car with 10' doors:	B-6078-P	234	\$38,990	\$9,123,660	37172-37405	March-April 1980, at Bessemer, Ala.
AAR Mechanical Desig- nation: XM	B-6078-P	53	38,990	2,066,483	37697-37749	
PACCAR INC						
50'6" 70-ton capacity general service box- car with 10' doors;	B-6078-C	34	38,221	1,299,514	39000-39033	January 1980, at Renton, Washington
AAR Mechanical Designation: XM	B-6078-C	333	38,221	12,727,593	39249-39581	February-March, 1980, at Renton, Washington
	B-6078-C	263	38,250	10,059,750	39907-40169	March-April, 1980, at Renton, Washington
		917		\$35,277,000		

Schedule A to the Lease No. 12A

Type	Builder's Specifications	Quantity	Estimated Unit Base Price	Estimated Total Base Price	Serial Numbers (Inclusive)	Estimated Time and Place of Delivery
PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION)						
50'6" 70-ton capacity general service box- car with 10' doors: AAR Mechanical Design- nation: XM	B-6078-P	234	\$38,990	\$9,123,660	37172-37405	March-April 1980, at Bessemer, Ala.
	B-6078-P	53	38,990	2,066,483	37697-37749	
PACCAR INC						
50'6" 70-ton capacity general service box- car with 10' doors: AAR Mechanical Designation: XM	B-6078-C	34	38,221	1,299,514	39000-39033	January 1980, at Renton, Washington
	B-6078-C	333	38,221	12,727,593	39249-39581	February-March, 1980, at Renton, Washington
	B-6078-C	<u>263</u>	38,250	<u>10,059,750</u>	39907-40169	March-April, 1980, at Renton, Washington
		917		\$35,277,000		

AMENDMENT AGREEMENT (A) dated as of March 1, 1980, among RAILBOX COMPANY ("Lessee"), MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for certain institutional investors ("Investors"), FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (A) dated as of December 1, 1979, with Westinghouse Credit Corporation, NB5 Financial Services, The Wayne County National Bank of Wooster, The Old Phoenix National Bank of Medina, The First National Bank & Trust Co. of Hamilton, Hamilton, Ohio, The Metropolitan Bank of Lima, Ohio, The Fifth Third Bank (collectively "Owners"), PULLMAN, INCORPORATED (Pullman Standard Division) ("Pullman"), ACF INDUSTRIES, INCORPORATED ("ACF") and PACCAR INC ("PACCAR").

WHEREAS the Trustee and Pullman, ACF and PACCAR (collectively the "Builders") have entered into a Conditional Sale Agreement (A) dated as of December 1, 1979 (the "CSA"); and the Builders and the Agent have entered into an Agreement and Assignment dated as of December 1, 1979 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 15, 1980, and were assigned recordation numbers 11369 and 11369-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (A) dated as of December 1, 1979 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (A) dated as of December 1, 1979 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 15, 1980, and were assigned recordation numbers 11369-B and 11369-C, respectively;

WHEREAS the Lessee and ACF have advised the other parties hereto that deliveries of the ACF Equipment listed on Annex B to the CSA and Schedule A to the Lease will be substantially delayed, and the parties hereto desire to delete said ACF Equipment from the transaction and to substitute in lieu thereof additional Pullman Equipment and PACCAR Equipment with comparable specifications;

WHEREAS the Agent is authorized to execute this Amendment Agreement without the prior written approval of the Investors because this Amendment Agreement could not adversely affect the interests of the Investors; and

WHEREAS each Owner has authorized and instructed the Trustee to execute this Amendment Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby 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 in its entirety 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 to be filed 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 unaltered and in full force and effect.
6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

RAILBOX COMPANY,

by

Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, but solely as Agent,

by *[Signature]*
Assistant Vice President

[Corporate Seal]

Attest:

[Signature]
Corporate Trust Officer

FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Trustee,

by _____
Authorized Officer

[Seal]

Attest:

Authorized Officer

PULLMAN INCORPORATED (Pullman Standard Division),

by _____
Vice President

[Corporate Seal]

Attest:

Assistant Secretary

ACF INDUSTRIES, INCORPORATED,

by

Secretary

[Corporate Seal]

Attest:

Assistant Secretary

PACCAR INC,

by

Vice President

[Corporate Seal]

Attest:

Secretary

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

On this day of 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is Treasurer of RAILBOX COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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.

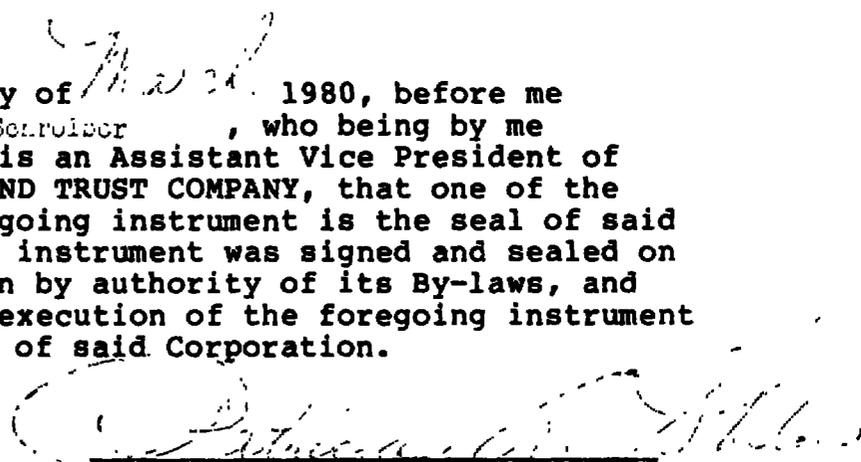
Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this ^{5th} day of ^{March} 1980, before me personally appeared H. E. Schreiber, who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and 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]

My Commission Expires 7-1-81

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

On this day of 1980, before me
personally appeared , to me personally
known, who being by me duly sworn, says that he is an Autho-
rized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one
of the seals affixed to the foregoing instrument is the seal
of said national banking association and that said instrument
was signed and sealed on behalf of said national banking
association as Trustee 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 ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1980, before me
personally appeared , to me personally
known, who being by me duly sworn, says that he is a Vice
President of PULLMAN INCORPORATED (Pullman Standard Division),
that one of the seals affixed to the foregoing instrument is
the corporate seal of said Corporation and that said instru-
ment 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.

Notary Public

[Notarial Seal]

My Commission Expires

Annex B to Conditional Sale Agreement (A)

<u>Type</u>	<u>Builder's Specifications</u>	<u>Quantity</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Serial Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION)						
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Desig- nation: XM	B-6078-P	234	\$38,990	\$9,123,660	37172-37405	March-April 1980, at Bessemer, Ala.
	B-6078-P	53	38,990	2,066,483	37697-37749	
PACCAR INC						
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	34	38,221	1,299,514	39000-39033	January 1980, at Renton, Washington
	B-6078-C	333	38,221	12,727,593	39249-39581	February-March, 1980, at Renton, Washington
	B-6078-C	263	38,250	10,059,750	39907-40169	March-April, 1980, at Renton, Washington
		917		\$35,277,000		

Schedule A to the Lease No. 12A

Type	Builder's Specifications	Quantity	Estimated Unit Base Price	Estimated Total Base Price	Serial Numbers (Inclusive)	Estimated Time and Place of Delivery
PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION)						
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Desig- nation: XM	B-6078-P	234	\$38,990	\$9,123,660	37172-37405	March-April 1980, at Bessemer, Ala.
	B-6078-P	53	38,990	2,066,483	37697-37749	
PACCAR INC						
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	34	38,221	1,299,514	39000-39033	January 1980, at Renton, Washington
	B-6078-C	333	38,221	12,727,593	39249-39581	February-March, 1980, at Renton, Washington
	B-6078-C	263	38,250	10,059,750	39907-40169	March-April, 1980, at Renton, Washington
		917		\$35,277,000		

AMENDMENT AGREEMENT (A) dated as of March 1, 1980, among RAILBOX COMPANY ("Lessee"), MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for certain institutional investors ("Investors"), FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (A) dated as of December 1, 1979, with Westinghouse Credit Corporation, NB5 Financial Services, The Wayne County National Bank of Wooster, The Old Phoenix National Bank of Medina, The First National Bank & Trust Co. of Hamilton, Hamilton, Ohio, The Metropolitan Bank of Lima, Ohio, The Fifth Third Bank (collectively "Owners"), PULLMAN, INCORPORATED (Pullman Standard Division) ("Pullman"), ACF INDUSTRIES, INCORPORATED ("ACF") and PACCAR INC ("PACCAR").

WHEREAS the Trustee and Pullman, ACF and PACCAR (collectively the "Builders") have entered into a Conditional Sale Agreement (A) dated as of December 1, 1979 (the "CSA"); and the Builders and the Agent have entered into an Agreement and Assignment dated as of December 1, 1979 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 15, 1980, and were assigned recordation numbers 11369 and 11369-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (A) dated as of December 1, 1979 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (A) dated as of December 1, 1979 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 15, 1980, and were assigned recordation numbers 11369-B and 11369-C, respectively;

WHEREAS the Lessee and ACF have advised the other parties hereto that deliveries of the ACF Equipment listed on Annex B to the CSA and Schedule A to the Lease will be substantially delayed, and the parties hereto desire to delete said ACF Equipment from the transaction and to substitute in lieu thereof additional Pullman Equipment and PACCAR Equipment with comparable specifications;

WHEREAS the Agent is authorized to execute this Amendment Agreement without the prior written approval of the Investors because this Amendment Agreement could not adversely affect the interests of the Investors; and

WHEREAS each Owner has authorized and instructed the Trustee to execute this Amendment Agreement; and

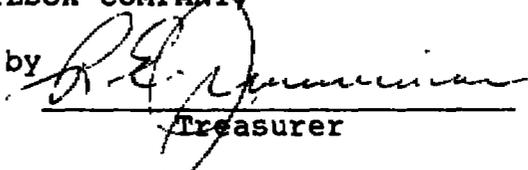
NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

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 in its entirety 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 to be filed 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 unaltered and in full force and effect.
6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

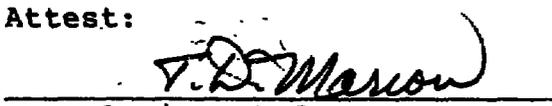
RAILBOX COMPANY

by


Treasurer

[Corporate Seal]

Attest:


Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, but solely as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Trustee,

by

Authorized Officer

[Seal]

Attest:

Authorized Officer

PULLMAN INCORPORATED (Pullman Standard Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

ACF INDUSTRIES, INCORPORATED,

by

Secretary

[Corporate Seal]

Attest:

Assistant Secretary

PACCAR INC,

by

Vice President

[Corporate Seal]

Attest:

Secretary

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

On this 11th day of March 1980, before me personally appeared R. C. Zimmerman, to me personally known, who being by me duly sworn, says that he is Treasurer of RAILBOX COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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.

J. P. Hopkins
 Notary Public

[Notarial Seal]

My Commission Expires

My Commission Expires December 27, 1983

STATE OF MARYLAND,)
) ss.:
 CITY OF BALTIMORE,)

On this day of 1980, before me personally appeared , who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and 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]

My Commission Expires

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

On this day of 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Secretary of ACF INDUSTRIES, INCORPORATED, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF WASHINGTON,)
) ss.:
COUNTY OF KING,)

On this day of 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of PACCAR INC, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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.

Notary Public

[Notarial Seal]

My Commission Expires

Annex B to Conditional Sale Agreement (A)

Type	Builder's Specifications	Quantity	Estimated Unit Base Price	Estimated Total Base Price	Serial Numbers (Inclusive)	Estimated Time and Place of Delivery
	PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION)					
	50'6" 70-ton capacity general service box-car with 10' doors; AAR Mechanical Designation: XM	234	\$38,990	\$9,123,660	37172-37405	March-April 1980, at Bessemer, Ala.
	B-6078-P					
	B-6078-P	53	38,990	2,066,483	37697-37749	
	PACCAR INC					
	50'6" 70-ton capacity general service box-car with 10' doors; AAR Mechanical Designation: XM	34	38,221	1,299,514	39000-39033	January 1980, at Renton, Washington
	B-6078-C					
	B-6078-C	333	38,221	12,727,593	39249-39581	February-March, 1980, at Renton, Washington
	B-6078-C	263	38,250	10,059,750	39907-40169	March-April, 1980, at Renton, Washington
		917		\$35,277,000		

Schedule A to the Lease No. 12A

<u>Type</u>	<u>Builder's Specifications</u>	<u>Quantity</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Serial Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION)						
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Desig- nation: XM	B-6078-P	234	\$38,990	\$9,123,660	37172-37405	March-April 1980, at Bessemer, Ala.
	B-6078-P	53	38,990	2,066,483	37697-37749	
PACCAR INC						
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	34	38,221	1,299,514	39000-39033	January 1980, at Renton, Washington
	B-6078-C	333	38,221	12,727,593	39249-39581	February-March, 1980, at Renton, Washington
	B-6078-C	263	38,250	10,059,750	39907-40169	March-April, 1980, at Renton, Washington
		917		\$35,277,000		