

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX  
RCA 233663  
WUD 125547  
WUI 620976

RECORDATION NO. 11370-1425

MAR 18 1980

INTERSTATE COMMERCE COMMISSION

COUNSEL  
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ALBERT R CONNELLY  
FRANK H DETWEILER  
GEORGE G TYLER

D SWELL L GILPATRICK  
L R BRESL N JR  
GEORGE B TURNER  
JOHN H MORSE  
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CHARLES R LINTON  
ALLEN H MERR LL

4, PLACE DE LA CONCORDE  
75008 PARIS, FRANCE  
TELEPHONE 265 8 54  
TELEX 290830

33 THE GORMORTON STREET  
LONDON EC2N 2BR, ENGLAND  
TELEPHONE 0 606 1421  
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CABLE ADDRESSES  
CRAVATH, N Y  
CRAVATH PARIS  
CRAVATH, LONDON E C 2

MAURICE T MOORE  
WILLIAM B MARSHALL  
RALPH L MCAFEE  
ROYALL V COTR  
HENRY W PROSBY AN  
ALLEN F MAULSBY  
STEWART R BROSS JR  
HENRY P RORDAN  
JOHN R HUPPNER  
SAMUEL C BLIHER  
WILLIAM J SCHREINK, JR  
BENJAMIN F CRANE  
FRANCIS F RANDOLPH, JR  
JOHN F HUNT  
GEORGE J GILLESPIE, III  
RICHARD S SIMMONS  
WAYNE E CHAPMAN  
THOMAS D BARR  
MELVIN L BFFPICK  
GEORGET LOAN  
ROBERT ROSEFINAN  
JAMES H DUFF  
ALAN J KRUSKA  
JOHN E YOUNG

JAMES H EDWARDS  
DAVID G ORMSBY  
DAVID L SCHWARTZ  
RICHARD J HIEGEL  
FREDERICK A O SCHWARZ JR  
CHRISTINE BESHAR  
ROBERT S RIFKIND  
DAVID BOES  
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 SAH D  
PAUL C SAUNDERS  
MARTIN L SENZEL  
DOUGLAS D BROADWATER  
ALAN C STEPHENSON  
RICHARD L HOFFMAN  
JOSEPH A MULLINS  
MAX R SHULMAN

C-078A039

MAR 18 1980  
Date  
Fee \$ 10.00

ICC Washington, D. C.

March 17, 1980

Amendment Agreement (B) Dated as of March 1, 1980  
Amending Conditional Sale Agreement (B)  
Filed under Recordation No. 11370 and  
Lease (B) Filed under Recordation No. 11370-B

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's 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 (B) 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 (B) 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 11370 and a Lease of Railroad Equipment (B) 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 11370-B.

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

*Blk Sec  
11370-D  
11370-D*

*Clyde D. Wheeler*

RECEIVED  
MAR 19 11 21 AM '80  
I.C.C. OPERATIONS

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 11370-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.

11376-1  
FILED 425

MAR 1 1980

INTERSTATE COMMERCE COMMISSION

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

AMENDMENT AGREEMENT (B) 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 (B) dated as of December 1, 1979, with Borg-Warner Leasing Corporation ("Owner"), 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 (B) dated as of December 1, 1979 (the "CSA"); and the Builders and the Agent have entered into an Agreement and Assignment (B) 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 11370 and 11370-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (B) dated as of December 1, 1979 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (B) 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 11370-B and 11370-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 the 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 11<sup>th</sup> day of March 1980, before me personally appeared [REDACTED], 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. [Signature]  
 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 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            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



Annex B to Conditional Sale Agreement (B)

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)	3 B-6078-P	1	\$38,000	\$ 38,000	35749	February 1980 at Bessemer, Ala.
50'6" 70-ton capacity general service box-car with 10' doors;	B-6078-P	422	39,013	16,463,467	36750-37171	February-March 1980 at Bessemer, Ala.
AAR Mechanical Designation: XM	B-6078-P	291	39,013	11,352,783	37406-37696	April 1980 at Bessemer, Ala.
PACCAR INC	B-6078-C	325	38,250	12,431,250	39582-39906	March-April 1980 at Renton, Washington
50'6" 70-ton capacity general service box-car with 10' doors;	B-6078-C	30	38,350	1,150,500	40170-40199	March-April 1980 at Renton, Washington
AAR Mechanical Designation: XM		<u>1,069</u>		<u>\$41,436,000</u>		

## Schedule A to the Lease No. 12B

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)	<sup>3</sup> B-6078-P	1	\$38,000	\$ 38,000	35749	February 1980 at Bessemer, Ala.
50'6" 70-ton capacity general service box-car with 10' doors; AAR Mechanical Designation: XM	B-6078-P	422	39,013	16,463,467	36750-37171	February-March 1980 at Bessemer, Ala.
	B-6078-P	291	39,013	11,352,783	37406-37696	April 1980 at Bessemer, Ala.
PACCAR INC	B-6078-C	325	38,250	12,431,250	39582-39906	March-April 1980 at Renton, Washington
50'6" 70-ton capacity general service box-car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	<u>30</u>	<u>38,350</u>	<u>1,150,500</u>	<u>40170-40199</u>	<u>March-April 1980 at Renton, Washington</u>
		<u>1,069</u>		<u>\$41,436,000</u>		

AMENDMENT AGREEMENT (B) 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 (B) dated as of December 1, 1979, with Borg-Warner Leasing Corporation ("Owner"), 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 (B) dated as of December 1, 1979 (the "CSA"); and the Builders and the Agent have entered into an Agreement and Assignment (B) 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 11370 and 11370-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (B) dated as of December 1, 1979 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (B) 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 11370-B and 11370-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 the 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:

*F. H. Clark*  
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 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            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



## Annex B to Conditional Sale Agreement (B)

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	1	\$38,000	\$38,000	35749	February 1980 at Bessemer, Ala.
	B-6078-P	422	39,013	16,463,467	36750-37171	February-March 1980 at Bessemer, Ala.
	B-6078-P	291	39,013	11,352,783	37406-37696	April 1980 at Bessemer, Ala.
PACCAR INC						
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	325	38,250	12,431,250	39582-39906	March-April 1980 at Renton, Washington
	B-6078-C	30	38,350	1,150,500	40170-40199	March-April 1980 at Renton, Washington
		<u>1,069</u>		<u>\$41,436,000</u>		

## Schedule A to the Lease No. 12B

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	1	\$38,000	\$ 38,000	35749	February 1980 at Bessemer, Ala.
	B-6078-P	422	39,013	16,463,467	36750-37171	February-March 1980 at Bessemer, Ala.
	B-6078-P	291	39,013	11,352,783	37406-37696	April 1980 at Bessemer, Ala.
PACCAR INC 50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	325	38,250	12,431,250	39582-39906	March-April 1980 at Renton, Washington
	B-6078-C	30	38,350	1,150,500	40170-40199	March-April 1980 at Renton, Washington
		<u>1,069</u>		<u>\$41,436,000</u>		

AMENDMENT AGREEMENT (B) 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 (B) dated as of December 1, 1979, with Borg-Warner Leasing Corporation ("Owner"), 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 (B) dated as of December 1, 1979 (the "CSA"); and the Builders and the Agent have entered into an Agreement and Assignment (B) 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 11370 and 11370-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (B) dated as of December 1, 1979 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (B) 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 11370-B and 11370-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 the 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

*Richard B. ...*  
Authorized Officer

[Seal]

Attest:

*[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 UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE,)

On this 13<sup>th</sup> day of March 1980, before me personally appeared FUCHS, 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



## Annex B to Conditional Sale Agreement (B)

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)	B-6078-P	1	\$38,000	\$38,000	35749	February 1980 at Bessemer, Ala.
50'6" 70-ton capacity general service box-car with 10' doors; AAR Mechanical Designation: XM	B-6078-P	422	39,013	16,463,467	36750-37171	February-March 1980 at Bessemer, Ala.
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PACCAR INC	B-6078-C	325	38,250	12,431,250	39582-39906	March-April 1980 at Renton, Washington
50'6" 70-ton capacity general service box-car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	30	38,350	1,150,500	40170-40199	March-April 1980 at Renton, Washington
		<u>1,069</u>		<u>\$41,436,000</u>		

## Schedule A to the Lease No. 12B

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)	B-6078-P	1	\$38,000	\$ 38,000	35749	February 1980 at Bessemer, Ala.
50'6" 70-ton capacity general service box-car with 10' doors; AAR Mechanical Designation: XM	B-6078-P	422	39,013	16,463,467	36750-37171	February-March 1980 at Bessemer, Ala.
	B-6078-P	291	39,013	11,352,783	37406-37696	April 1980 at Bessemer, Ala.
PACCAR INC	B-6078-C	325	38,250	12,431,250	39582-39906	March-April 1980 at Renton, Washington
50'6" 70-ton capacity general service box-car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	30	38,350	1,150,500	40170-40199	March-April 1980 at Renton, Washington
		<u>1,069</u>		<u>\$41,436,000</u>		

AMENDMENT AGREEMENT (B) 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 (B) dated as of December 1, 1979, with Borg-Warner Leasing Corporation ("Owner"), 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 (B) dated as of December 1, 1979 (the "CSA"); and the Builders and the Agent have entered into an Agreement and Assignment (B) 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 11370 and 11370-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (B) dated as of December 1, 1979 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (B) 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 11370-B and 11370-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 the 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. Leonard  
Assistant Secretary

ACF INDUSTRIES, INCORPORATED,

by

\_\_\_\_\_  
Secretary

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

PACCAR INC,

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Secretary



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 10<sup>TH</sup> 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. Stehr*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires

MY COMMISSION EXPIRES OCTOBER 18, 1983



## Annex B to Conditional Sale Agreement (B)

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)	B-6078-P	1	\$38,000	\$38,000	35749	February 1980 at Bessemer, Ala.
50'6" 70-ton capacity general service box- car with 10' doors: AAR Mechanical Desig- nation: XM	B-6078-P	422	39,013	16,463,467	36750-37171	February-March 1980 at Bessemer, Ala.
	B-6078-P	291	39,013	11,352,783	37406-37696	April 1980 at Bessemer, Ala.
PACCAR INC	B-6078-C	325	38,250	12,431,250	39582-39906	March-April 1980 at Renton, Washington
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	30	38,350	1,150,500	40170-40199	March-April 1980 at Renton, Washington
		<u>1,069</u>		<u>\$41,436,000</u>		

Schedule A to the Lease No. 12B

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)	B-6078-P	1	\$38,000	\$ 38,000	35749	February 1980 at Bessemer, Ala.
50'6" 70-ton capacity general service box-car with 10' doors; AAR Mechanical Designation: XM	B-6078-P	422	39,013	16,463,467	36750-37171	February-March 1980 at Bessemer, Ala.
	B-6078-P	291	39,013	11,352,783	37406-37696	April 1980 at Bessemer, Ala.
PACCAR INC	B-6078-C	325	38,250	12,431,250	39582-39906	March-April 1980 at Renton, Washington
50'6" 70-ton capacity general service box-car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	30	38,350	<u>1,150,500</u>	40170-40199	March-April 1980 at Renton, Washington
		<u>1,069</u>		<u>\$41,436,000</u>		

AMENDMENT AGREEMENT (B) 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 (B) dated as of December 1, 1979, with Borg-Warner Leasing Corporation ("Owner"), 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 (B) dated as of December 1, 1979 (the "CSA"); and the Builders and the Agent have entered into an Agreement and Assignment (B) 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 11370 and 11370-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (B) dated as of December 1, 1979 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (B) 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 11370-B and 11370-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 the 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]

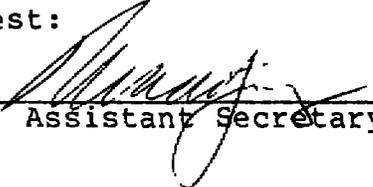
Attest:

\_\_\_\_\_  
Assistant Secretary

ACF INDUSTRIES, INCORPORATED,

by   
Secretary

[Corporate Seal]

Attest:   
Assistant Secretary

PACCAR INC,

by \_\_\_\_\_  
Vice President

[Corporate Seal]

Attest: \_\_\_\_\_  
Secretary



STATE OF 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            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 *10th* day of *March* 1980, before me personally appeared *Eben C. Hall*, 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.

ANTHONY M. ROMANELLO  
Notary Public, State of New York  
No. 314763507  
Qualified in New York County  
Commission Expires March 30, 1981

*Anthony M. Romanello*  
\_\_\_\_\_  
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 (B)

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)	B-6078-P	1	\$38,000	\$ 38,000	35749	February 1980 at Bessemer, Ala.
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Desig- nation: XM	B-6078-P	422	39,013	16,463,467	36750-37171	February-March 1980 at Bessemer, Ala.
	B-6078-P	291	39,013	11,352,783	37406-37696	April 1980 at Bessemer, Ala.
PACCAR INC	B-6078-C	325	38,250	12,431,250	39582-39906	March-April 1980 at Renton, Washington
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	30	38,350	1,150,500	40170-40199	March-April 1980 at Renton, Washington
		<u>1,069</u>		<u>\$41,436,000</u>		

## Schedule A to the Lease No. 12B

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)	B-6078-P	1	\$38,000	\$ 38,000	35749	February 1980 at Bessemer, Ala.
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Desig- nation: XM	B-6078-P	422	39,013	16,463,467	36750-37171	February-March 1980 at Bessemer, Ala.
	B-6078-P	291	39,013	11,352,783	37406-37696	April 1980 at Bessemer, Ala.
PACCAR INC	B-6078-C	325	38,250	12,431,250	39582-39906	March-April 1980 at Renton, Washington
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	<u>30</u>	38,350	<u>1,150,500</u>	40170-40199	March-April 1980 at Renton, Washington
		<u>1,069</u>		<u>\$41,436,000</u>		

AMENDMENT AGREEMENT (B) 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 (B) dated as of December 1, 1979, with Borg-Warner Leasing Corporation ("Owner"), 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 (B) dated as of December 1, 1979 (the "CSA"); and the Builders and the Agent have entered into an Agreement and Assignment (B) 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 11370 and 11370-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (B) dated as of December 1, 1979 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (B) 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 11370-B and 11370-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 the 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

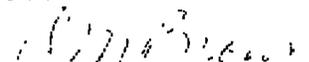
PACCAR INC,

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 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            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



## Annex B to Conditional Sale Agreement (B)

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)	B-6078-P	1	\$ 38,000	\$ 38,000	35749	February 1980 at Bessemer, Ala.
50'6" 70-ton capacity general service box- car with 10' doors: AAR Mechanical Desig- nation: XM	B-6078-P	422	39,013	16,463,467	36750-37171	February-March 1980 at Bessemer, Ala.
	B-6078-P	291	39,013	11,352,783	37406-37696	April 1980 at Bessemer, Ala.
PACCAR INC	B-6078-C	325	38,250	12,431,250	39582-39906	March-April 1980 at Renton, Washington
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	30	38,350	1,150,500	40170-40199	March-April 1980 at Renton, Washington
		<u>1,069</u>		<u>\$41,436,000</u>		

## Schedule A to the Lease No. 12B

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)	B-6078-P	1	\$38,000	\$ 38,000	35749	February 1980 at Bessemer, Ala.
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Desig- nation: XM	B-6078-P	422	39,013	16,463,467	36750-37171	February-March 1980 at Bessemer, Ala.
	B-6078-P	291	39,013	11,352,783	37406-37696	April 1980 at Bessemer, Ala.
PACCAR INC	B-6078-C	325	38,250	12,431,250	39582-39906	March-April 1980 at Renton, Washington
50'6" 70-ton capacity general service box- car with 10' doors; AAR Mechanical Designation: XM	B-6078-C	<u>30</u>	38,350	<u>1,150,500</u>	40170-40199	March-April 1980 at Renton, Washington
		<u>1,069</u>		<u>\$41,436,000</u>		