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12028-B

No. G-3531020
Date DEC 19 1980
Fee \$ 10.00
ICC Washington, D. C.

RECORDATION NO. 12028-B Filed 1426
DEC 19 1980 -9 10 AM
INTERSTATE COMMERCE COMMISSION

December 19, 1980

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

Dear Madam:

Enclosed for recordation under the provisions of 49 U.S.C. §11303 are the original and counterparts of Amendment No. 2, dated as of August 15, 1980 (the "Amendment to Security Agreement"), which amends the Security Agreement and Chattel Mortgage dated as of July 1, 1980 as amended by Amendment No. 1 dated as of August 15, 1980, which Amendment was filed with your office at 9:00 a.m. on September 5, 1980 and assigned Recordation Number 12028-A (the Original Security Agreement as amended, the "Amended Security Agreement"), which Amended Security Agreement was filed with your office at 8:50 a.m. on July 23, 1980 and was assigned Recordation Number 12028.

A general description of the railroad rolling stock covered by the Security Agreement is set forth in Schedule 1 - Description of Units attached to this letter and made a part hereof.

The names and addresses of the parties to the Amended Security Agreement are

Lender: The Chase Manhattan Bank, N.A.
One Chase Manhattan Plaza
New York, New York 10081

Debtor: United States Trust Company
of New York, as Trustee under
Trust Agreement dated as of
June 15, 1980, as amended and
restated by the Amended Trust
Agreement dated as of July 15,
1980.
45 Wall Street
New York, New York 10005

Elizabeth J. Edge
C. D. [Signature]

The undersigned is an executive officer of the Lender which is a party to the enclosed document and has knowledge of the matters set forth therein.

Please return the original copy and two counterparts of the Security Agreement to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

THE CHASE MANHATTAN BANK, N.A.

By Colleen C. Murphy A.T.
Title

SCHEDULE 1

DESCRIPTION OF UNITS

100-Ton 4,750 and 4,700 Cubic Foot Capacity Covered Hoppers:

Manufacturer: Portec, Inc.

Number of Cars: 351

Identifying Marks: XTRX 76577-XTRX 76592, inclusive; XTRX 76593-XTRX 76692, inclusive (which cars bearing identifying marks XTRX 76593-XTRX 76692, inclusive, on or about September 8, 1980, will be repainted so as to thereafter bear, respectively, identifying marks MILW 101700-MILW 101799, inclusive) XTRX 76693-XTRX 76927, inclusive.

Purchase Agreement: XTRA Inc. Equipment Purchase Order E-2064, dated November 3, 1979, accepted November 3, 1979 by Railcar Division of Portec, Inc.

Manufacturer: Richmond Tank Car Company

Number of Cars: 468

Identifying Marks: XTRX 75958-XTRX 76082 inclusive; XTRX 76188-XTRX 76347 inclusive; MILW 101800-MILW 101899, inclusive; XTRX 76348-XTRX 76430 inclusive.

Purchase Agreement: Letter Order of ITEL Corporation, dated November 30, 1978, accepted December 11, 1978 by Richmond Tank Car Company, as amended.

Manufacturer: FMC Corporation, Marine and Rail Equipment Division

Number Cars: 90

Identifying Marks: XTRX 76983-XTRX 76999 inclusive; XTRX 77010-XTRX 77082 inclusive.

Purchase Agreement: XTRA Inc. Purchase Order E-2098, dated June 5, 1980, accepted July 11, 1980, by Marine and Rail Equipment Division of FMC Corporation.

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INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 2

AMENDMENT NO. 2 dated as of August 15, 1980 to Security Agreement and Chattel Mortgage dated as of July 1, 1980, as amended, between United States Trust Company of New York, a New York corporation, not in its individual capacity but solely as Trustee (the "Debtor") under the Trust Agreement (as defined in the Security Agreement referred to below) and The Chase Manhattan Bank, N.A. (the "Lender").

The Debtor and the Lender are parties to a Security Agreement and Chattel Mortgage dated as of July 1, 1980, as amended (the "Security Agreement") pursuant to which the Debtor has granted a security interest in and general lien upon, and mortgaged, assigned and pledged to the Lender, the Collateral (as defined therein) as collateral security for the Obligations (as defined therein).

Terms defined in the Amended Interim Participation Agreement dated as of July 1, 1980, as amended (the "Amended Participation Agreement") among the parties listed therein and used herein are used herein as defined therein.

The parties hereto wish to further amend the Security Agreement to provide that the additional Equipment purchased pursuant to the Amended Participation Agreement, together with the related rights thereto under the Purchase Order Assignments, the Lease and the Guarantee be included as part of the Collateral.

NOW, THEREFORE, the parties hereto agree as follows:

§ 1. Amendment to Security Agreement. The parties hereto hereby agree that the Security Agreement shall be amended as follows:

A. References in the Security Agreement (including references in the Security Agreement as amended hereby) to (i) "this Agreement" (and indirect references such as "hereof" and "herein") shall be deemed to be references to the Security Agreement as amended hereby, (ii) "the Participation Agreement" shall be deemed to be references to "the Amended Participation Agreement" and (iii) the "Purchase Order Assignments", "the Lease" and "the Guarantee" shall be deemed to be references to such terms as defined in the Amended Participation Agreement.

B. Schedule 1 to the Security Agreement shall be amended in its entirety to read as does Schedule 1 hereto.

§ 2. Effectiveness. This Amendment No. 2 shall become effective as of July 1, 1980 notwithstanding that the execution and delivery hereof by the parties hereto may occur at a later date.

§ 3. Miscellaneous.

A. Except as expressly provided herein, the Security Agreement shall remain unchanged and in full force and effect.

B. This Amendment No. 2 shall be deemed to be a contract made under the law of the State of New York and shall be governed by and construed in accordance with the law of said state.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed as of the day and year first above written.

UNITED STATES TRUST COMPANY
OF NEW YORK, not individually
but solely as Trustee under Trust
Agreement dated as of June 15, 1980
with General Electric Credit
Corporation

By Thomas B. Zabojnik
Title: ~~Senior~~ Vice President
Address: ^{Asst.} United States Trust
Company of New York
45 Wall Street
New York, New York 10005
Attention: Corporate
Trust and
Agency
Division

[Corporate Seal]

Attest:
By Stephen J. Kilb
Title: ~~Assistant~~ Secretary

THE CHASE MANHATTAN BANK, N.A.

By Colleen C. Murphy R.T.
One Chase Manhattan Plaza
New York, New York 10081
Attention:

[Corporate Seal]

Attest:
By Jan McCallender
Title: Assistant Treasurer

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

On this 18 day of December, 1980, before me personally appeared *Thomas B. Zakrzewski*, to me personally known, who, being by me duly sworn, says that he is a *Assistant Vice President of United States Trust Co. of N.Y.*, that the seal affixed to the foregoing instrument opposite the name of said corporation is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires:
March 30, 1982

FRANCINE ELLEN ZEIFER
Notary Public, State of New York
No. 31-4711623
Qualified in New York County
Commission Expires March 30, 1982

Francine Ellen Zeifer

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

On this 18th day of December, 1980, before me personally appeared *Colleen C. Murphy*, to me personally known, who, being by me duly sworn, says that she is a *Assistant Treasurer*, of The Chase Manhattan Bank (National Association), that the seal affixed to the foregoing instrument opposite the name of said corporation is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires: *March 30, 1982*

JAMES H. SCHNARE, II
Notary Public, State of New York
No. 31-4675353
Qualified in New York County
Certificate Filed in New York
Commission Expires ~~March 30, 1982~~

J. H. Schnare II

SCHEDULE I TO
SECURITY AGREEMENT
DESCRIPTION OF UNITS

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Number of Cars: 351

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