

CRAVATH, SWAINE & MOORE

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

212 HANOVER 2-3000

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RCA 233663
WUD 125547
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RECORDATION NO. 9099-B
MAY 22 1980 - 3 25 PM

INTERSTATE COMMERCE COMMISSION

MAY 22 1980
Date
Fee \$ 10.06
ICC Washington, D. C.

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RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN

May 21, 1980

Amendment Agreement Dated as of March 1, 1980
Amending Lease of Railroad Equipment No. 2 Filed Under
Recordation No. 9099-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 Trailer Train Company for filing and recordation counterparts of the following document:

Amendment Agreement dated as of March 1, 1980, among Trailer Train Company, as Lessee, First Security State Bank, as Owner-Trustee, and First Security Bank of Utah, N.A., as Agent.

The Amendment Agreement amends a Lease of Railroad Equipment No. 2, dated as of September 1, 1977, previously filed and recorded with the Interstate Commerce Commission on November 23, 1977, at 2:25 p.m., Recordation Number 9099-B and an Amendment Agreement (No. 2) dated as of August 1, 1978, previously filed and recorded with the Interstate Commerce Commission on September 15, 1978, at 11:40 a.m., Recordation Number 9099-D.

The Amendment Agreement sets forth the road numbers of the units which are designated 1977 Units and 1978 Units and amends Schedule B to the Lease..

Please file and record the Amendment Agreement

*This is
9099-B
F. C. Bryan
Subject - F. C. Bryan*

FEE ORIGINATED
MAY 22 3 17 PM '80
RECORDED

submitted with this letter and assign it Recordation Number 9099-E.

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 Trailer Train
Company

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

Encl.

Interstate Commerce Commission
Washington, D.C. 20423

5/22/80

OFFICE OF THE SECRETARY

Laurance V. Goodrich
Cravath, Swaine, & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear **Sir**:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5/22/80** at **3:25pm**, and assigned re-
recording number(s). **9099-E**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 9099-E Filed 1425

MAY 22 1980 - 3 25 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of March 1, 1980, to Lease of Railroad Equipment (No. 2) dated as of September 1, 1977, between TRAILER TRAIN COMPANY, a Delaware corporation (hereinafter called the "Lessee"), and FIRST SECURITY STATE BANK, a Utah corporation, acting not in its individual capacity but solely as Trustee (hereinafter, together with its successors and assigns, called the "Owner-Trustee") under a Trust Agreement dated as of September 1, 1977 (hereinafter called the "Trust Agreement"), with GENERAL ELECTRIC CREDIT CORPORATION.

W I T N E S S E T H:

WHEREAS the Lease provides that the Owner-Trustee shall lease to the Lessee certain units of railroad equipment to be delivered to and accepted by the Lessee in 1977 and 1978;

WHEREAS § 2 of the Lease provides for the execution and delivery of a supplement, upon final settlement for all units covered by the Lease, setting forth the road numbers of the units which are designated 1977 Units and 1978 Units;

WHEREAS the 32 semiannual rental payments for the 1978 Units set forth in the second paragraph of § 3 of the Lease were based on the assumption that all 1978 Units would be settled for on or prior to April 1, 1978, but all 1978 Units were in fact settled for after April 1, 1978, and the parties hereto have therefore agreed that such rental payments, and the related Casualty Value percentages set forth in Schedule B to the Lease, should be appropriately adjusted as hereinafter provided;

WHEREAS such adjustments to such rental payments and the related Casualty Value percentages will not reduce the amounts thereof below those which are necessary to satisfy the obligations of the Owner-Trustee under the Security Document;

WHEREAS by Assignment of Lease and Agreement dated as of September 1, 1977 (hereinafter called the "Assignment"), the Lease has been assigned by the Owner-

Trustee to First Security Bank of Utah, N.A., not in its individual capacity, but solely as agent under a Participation Agreement dated as of September 1, 1977; and

WHEREAS the Lease was filed and recorded with the Interstate Commerce Commission on November 23, 1977, at 2:25 P.M. EST, recordation number 9099-B, and the Assignment was filed and recorded with the Interstate Commerce Commission on November 23, 1977, at 2:25 P.M. EST, recordation number 9099-C;

NOW, THEREFORE, in consideration of the units leased and the rental payments made and to be made, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner-Trustee and the Lessee hereby covenant and agree as follows:

1. The Owner-Trustee and Lessee hereby confirm and identify all units delivered to and accepted by the Lessee as set forth in Exhibit A attached hereto, and designate therein such units as 1977 Units and 1978 Units as required by § 2 of the Lease. Wherever in the Lease 1977 Units or 1978 Units are referred to, they are deemed to refer to those designated in said Exhibit A hereto.

2. The Lease is hereby amended to adjust the amounts of the 32 consecutive semiannual rental payments payable in respect of the 1978 Units on April 1 and October 1 of each year as provided in the second paragraph of § 3 of the Lease such that (i) the first of such payments shall be in an amount equal to 3.343355% of the Purchase Price, (ii) the following three such payments shall each be in an amount equal to 3.7394% of the Purchase Price, and (iii) the remaining 28 payments shall each be in an amount equal to 3.9508% of the Purchase Price. All provisions of the Lease respecting rental payments for the 1977 Units remain unchanged.

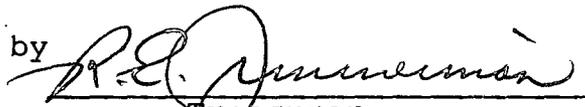
3. The Lease is hereby amended by adding the Casualty Values for the 1978 Units as set forth in Exhibit B hereto and wherever reference to said Casualty Values for the 1978 Units is made in the Lease it is deemed to mean and refer to the Casualty Values as set forth in said Exhibit B hereto. The Casualty Values set forth in Exhibit B to the Lease shall continue to be applicable to the 1977 Units.

4. All other provisions of the Lease remain unchanged. Terms used herein and not otherwise defined are used as defined in the Lease.

5. This Amendment Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and in each case, such counterpart shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Lessee and the Owner-Trustee have executed this Amendment Agreement as of the day and year first above written.

TRAILER TRAIN COMPANY,

by 
Treasurer

[Corporate Seal]

ATTEST:

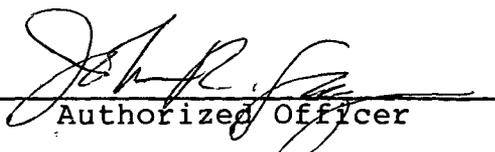

Assistant Secretary

FIRST SECURITY STATE BANK, not in its individual capacity but solely as Owner-Trustee,

by 
Authorized Officer

[Corporate Seal]

ATTEST:


Authorized Officer



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

On this *20th* day of May , 1980, before me personally appeared *John W. Porter* , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, 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.

Casey J. Knobel

Notary Public

(Notarial Seal)

My Commission Expires:

7/17/82



The undersigned, FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as agent under a Participation Agreement dated as of September 1, 1977, as Assignee under that certain Assignment referred to in the foregoing Amendment Agreement, does hereby consent and agree to the foregoing Amendment Agreement.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity
but solely as agent under a
Participation Agreement dated as
of September 1, 1977,

[Corporate Seal]

by *Stephen B. Fisher*
Authorized Officer

Attest:

Bonny R. Mammant
Authorized Officer



EXHIBIT A

1977 Units

<u>Builder/Car Type</u>	<u>Quantity</u>	<u>Company Car Nos. (Incl.)</u>
<u>Bethlehem Steel Corporation</u>		
89'4", 70-ton capacity, hydraulic draft gear, flush deck, low-level flatcar	41	700803, 700804 700806-700844 <i>pp: \$33,037.96</i>

1978 Units

<u>Builder/Car Type</u>	<u>Quantity</u>	<u>Company Car Nos. (Incl.)</u>
<u>Pullman Incorporated</u>		
89'4" 70-ton capacity hydraulic draft gear low-level flatcars	169	852567-852735 <i>\$34,892.36</i>
89'4" 70-ton capacity hydraulic draft gear	25	942475-942499- <i>\$33,068.82</i>
standard level flatcars	68	942220, 942222 <i>\$33,065.88</i> 942224, 942229 942233, 942236 942250 942266-942267 942278-942280 942284-942286 942290, 942294 942296-942299 942301-942302 942310-942313 942317, 942338 942342, 942356 942365, 942367 942378, 942380 942381, 942382 942393, 942396 942398, 942403 942406, 942408 942409, 942415 942422-942444

Schedule B to the Lease

Casualty Values for 1978 Units*

<u>Rental Payment Date</u>	<u>Percentage</u>
April 1, 1978	103.4561
October 1, 1978	104.0873
April 1, 1979	104.3179
October 1, 1979	104.3344
April 1, 1980	104.1920
October 1, 1980	103.8227
April 1, 1981	103.3120
October 1, 1981	96.0072
April 1, 1982	95.1269
October 1, 1982	94.1368
April 1, 1983	92.8890
October 1, 1983	84.7350
April 1, 1984	83.4221
October 1, 1984	81.5644
April 1, 1985	79.9494
October 1, 1985	71.3980
April 1, 1986	69.3644
October 1, 1986	67.4208
April 1, 1987	65.1010
October 1, 1987	62.9088
April 1, 1988	60.5267
October 1, 1988	58.3191
April 1, 1989	55.7906
October 1, 1989	53.1615
April 1, 1990	50.5401
October 1, 1990	47.9385
April 1, 1991	45.3118
October 1, 1991	42.5980
April 1, 1992	39.9100
October 1, 1992	37.2195
April 1, 1993	34.5309
October 1, 1993	31.7575
April 1, 1994	29.0544
October 1, 1994	28.0811
April 1, 1995	27.1314
October 1, 1995	26.1895
April 1, 1996	25.1899
October 1, 1996	24.1902
April 1, 1997	23.1212
October 1, 1997	21.9642
April 1, 1998 and thereafter	20.0000

* The Casualty Value of each Unit as of any rental payment date shall be that percentage of the Purchase Price of such Unit as is set forth in the above schedule opposite each such rental payment