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10228-B OF COUNSEL
URBAN A. LESTER
RECORDED 113 FILED 125

DEC 16 1993 - 12:40 PM
INTERSTATE COMMERCE COMMISSION

December 16, 1993

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three duly executed copies of an Amendment No. 1 to Equipment Trust Agreement, Series H, dated December 14, 1993, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the ACF Industries, Incorporated Equipment Trust, Series H, dated as of March 15, 1979 which was filed with the Commission under Recordation Number 10228.

The names and addresses of the parties to the enclosed documents are:

Trustee: Bankers Trust Company
4 Albany Street
New York, New York 10006

Company: ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045-1383

A description of the railroad equipment covered by the enclosed document is attached as Exhibit A to Amendment No. 1.

LICENSING BRANCH
DEC 16 12 37 PM '93
RECEIVED
OFFICE OF THE
SECRETARY

Strickland

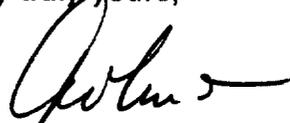
Secretary

Mr. Sidney L. Strickland, Jr.
December 16, 1993
Page 2

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert W. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

REGISTRATION NO. 10228-B FILED 1993

ACF INDUSTRIES, INCORPORATED
EQUIPMENT TRUST, SERIES H

10228-13

DEC 16 1993 12:40 PM

AMENDMENT NO. 1

INTERSTATE COMMERCE COMMISSION

TO

EQUIPMENT TRUST AGREEMENT

AMENDMENT No. 1 to Equipment Trust Agreement dated December 14, 1993 between Bankers Trust Company, not in its individual capacity but solely as trustee (the "Trustee"), and ACF Industries, Incorporated (the "Company").

WHEREAS, pursuant to the Equipment Trust Agreement dated as of March 15, 1979 (the "Agreement") between the Trustee and the Company, \$25,000,000 in aggregate principal amount of ACF Industries, Incorporated Equipment Trust Certificates, Series H (the "Trust Certificates") were issued and the proceeds thereof were used to purchase from the Company the railcars listed on Exhibit A hereto (the "Equipment"); and

WHEREAS, pursuant to the Agreement (i) title to the Equipment is vested in the Trustee for the benefit of the holders of the Trust Certificates and (ii) the Equipment is leased to the Company; and

WHEREAS, the Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303

12/8/93; 2:19pm
24950/1760/28721.2

on March 29, 1979 at 12:00 noon, recordation number 10228;
and

WHEREAS, as of the date hereof, there remains an aggregate of \$1,667,000 in principal amount of Trust Certificates outstanding, which amount is due to be paid on April 1, 1994;

WHEREAS, the last date for payment of dividends on the Certificates is April 1, 1994 and the aggregate amount of dividends due on said date will be \$82,308.13;

WHEREAS, the Company and the Trustee desire to amend the Agreement as set forth herein to provide for, among other things, (i) the delivery by the Company to the Trustee, for the benefit of the holders of the Trust Certificates, of United States Treasury Bills maturing on or before April 1, 1994, in an amount sufficient to enable the Trustee to pay the final dividend and the outstanding principal amount of the Trust Certificates on April 1, 1994, (ii) the termination of the lease of the Equipment from the Trustee to the Company, and (iii) the reconveyance of the Equipment to the Company by the Trustee; and

WHEREAS, the holders of all of the outstanding Trust Certificates have executed and delivered to the

Trustee a consent to this Amendment No. 1 in the form of Exhibit B hereto; and

WHEREAS, unless otherwise indicated, capitalized terms used herein shall have the same definitions as are given such terms in the Trust Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows;

1. Deposit of Treasury Bills; Use of Proceeds.

(a) The Company hereby delivers to the Trustee or its agent, in trust for the benefit of the holders of the Trust Certificates, United States of America Treasury Bills in a face amount of \$1,749,308.13 (the "Treasury Bills") and maturing on or before April 1, 1994. By its execution hereof, the Trustee acknowledges receipt of the Treasury Bills.

(b) The Trustee shall, either directly or through a nominee or agent, hold the Treasury Bills and the proceeds thereof, in trust for the benefit of the holders of the Trust Certificates. On April 1, 1994 the Trustee shall apply the proceeds of the Treasury Bills first to the payment in full of the dividend due on the Trust

Certificates on said date and the balance to the payment in full of the final principal payment of the Trust Certificates due on said date.

2. Termination of Lease; Transfer of Title to Equipment.

(a) The lease of the Equipment pursuant to ARTICLE FOUR of the Agreement and all obligations of the Company to pay rental pursuant to the Agreement are hereby terminated; provided, however, that, notwithstanding said termination, the Company shall be obligated to pay to the Trustee any amounts which would have been due as rental pursuant to Sections 4.04(B)(1) and (2) of the Agreement as if the lease and the Company's obligation to pay rental had continued in effect.

(b) The Trustee hereby sells, assigns and conveys to the Company all of its right, title and interest in and to the Equipment and hereby releases and terminates any and all liens on and security interests in, and all of its right, title and interest in and to the Equipment. The foregoing sale, assignment, conveyance, release and termination is made "as is" and "where is," without recourse, representation or warranty, including, without limitation, any warranty of merchantability or fitness for

any particular purpose. To evidence the foregoing sale, assignment and conveyance and the foregoing termination and release, respectively, the Trustee hereby delivers to the Company a duly executed bill of sale in the form of Exhibit C hereto and a duly executed release in the form of Exhibit D hereto, respectively. By its execution hereof, the Company acknowledges receipt of said bill of sale and said release.

(c) All obligations of the Company under the Agreement relating to the use, operation, maintenance, possession and marking of the Equipment are hereby terminated.

3. Agreement to Remain in Effect.

Except to the extent modified or amended as provided herein, the Agreement shall remain in full force and effect.

4. Fees and Expenses.

The Company agrees to pay to the Trustee its out-of-pocket fees and expenses (including, without limitation, the reasonable fees and expenses of its counsel) in connection with the negotiation, execution and delivery of this Amendment No. 1 and the transactions contemplated hereby.

IN WITNESS WHEREOF, the Company and the Trustee
have caused their names to be signed hereto by their
respective officers thereunto duly authorized on the date
first above written.

BANKERS TRUST COMPANY, not in
its individual capacity but
solely as Trustee

By: 
Its: VP

ACF INDUSTRIES, INCORPORATED

By: 
Its: TREASURER

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

On this 14th day of December, 1993, before me personally came Scott H. Minkes, to me known, who being to me duly sworn, did depose and say that he resides at

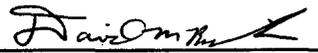
Wachovia, that he is the President of Bankers Trust Company, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Karen J. Morena
Notary Public

KAREN J. MORENA
Notary Public, State of New York
No. 41-4991083
Qualified in Queens County
Commission Expires Jan. 21, 1994

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

On this 14th day of December, 1993, before me personally came Robert J. Mitchell, to me known, who being to me duly sworn, did depose and say that he resides at 3 Woodland Drive Woodbury, NY 11797, that he is the Treasurer of ACF Industries, Incorporated, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.



Notary Public

DAVID M BRENSILBER
Notary Public, State of New York
Qualified in New York County
No. 4980938
Commission Expires April 29, 1995

ETA - HEXHIBIT A
Page 1 of 3

DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Car Type Code</u>	<u>Initialed ACFX and Numbered</u>
150	L153	49340-49489
16	L754	58469-58484
214	L254	58485-58698
30	L654	58699-58728
50	L254	58802-58851
7	L654	58852-58858
2	L254	58932-58933
1	L254	58959
23	L254	58964-58986
8	L254	59181-59188
1	T106	78525
5	T108	78535-78539
19	T105	78605-78623
20	T104	78624-78643
28	T105	78644-78671
50	T104	78683-78732
18	T105	78733-78750
25	T104	78801-78825
40	T105	78826-78865

ETA - HEXHIBIT A
Page 2 of 3

<u>Quantity</u>	<u>A.A.R. Car Type Code</u>	<u>Initialed ACFX and Numbered</u>
10	T104	78866-78875
20	T616	78876-78895
1	T104	78897
7	T104	78900-78906
1	T105	78907
3	T106	78910-78912
17	T526	86378-86394
25	L154	98101-98125
11	L254	98246-98256

Recapitulation

Total Covered Hopper Cars	537
Total Tank Cars	<u>265</u>
Total Number of Cars	<u>802</u>

Description of Substantiated Equipment

<u>Car Initial And Number</u>	<u>AMR Mechanical Designation Code</u>	<u>Placed In Service</u>	<u>Cost</u>	<u>Cost Less 1/20th Each Year In Service</u>	<u>Fair Value</u>	<u>Value</u>
ACFX 72514	T106	7/88	\$ 43,291	\$ 43,291	\$ 43,291	\$ 43,291
ACFX 72515	T106	7/88	43,291	43,291	43,291	43,291
ACFX 72516	T106	7/88	43,291	43,291	43,291	43,291
ACFX 72517	T106	7/88	43,291	43,291	43,291	43,291
ACFX 72518	T106	7/88	43,291	43,291	43,291	43,291
ACFX 72519	T106	7/88	43,291	43,291	43,291	43,291
ACFX 72520	T106	7/88	43,291	43,291	43,291	43,291
ACFX 72521	T106	7/88	43,291	43,291	43,291	43,291
ACFX 72522	T106	7/88	43,291	43,291	43,291	43,291
				<u>43,291</u>	<u>43,291</u>	<u>43,291</u>
				\$389,619	\$389,619	\$389,619

EXHIBIT B

CONSENT

The undersigned, being a holder of 9.875% Equipment Trust Certificates, Series H, of ACF Industries, Incorporated (the "Company"), hereby consents to the amendment to the Equipment Trust Agreement, dated as of March 15, 1979, between the Company and Bankers Trust Company, as trustee (the "Trustee") contained in the form of Amendment No. 1 to Equipment Trust Agreement attached hereto as Exhibit A, and authorizes the Trustee to execute and deliver said Amendment No. 1 to Equipment Trust Agreement in that form.

[Type Name of Holder]

By: _____
Authorized Signatory

[Principal Amount Held]

[Date]

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS:

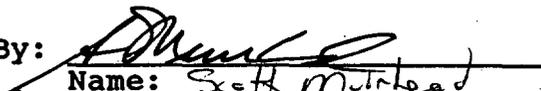
That BANKERS TRUST COMPANY, a New York banking corporation (the "Transferor"), not in its individual capacity but solely as trustee under that certain Equipment Trust Agreement dated as of March 15, 1979, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, grant, bargain, convey, assign, transfer, deliver and set over to ACF Industries, Incorporated, a New Jersey corporation (the "Transferee"), all of Transferor's right, title and interest in and to the special purpose covered hopper and tank railcars described on Schedule 1 hereto (the "Equipment").

TO HAVE AND TO HOLD all and singular the Equipment above described to the Transferee, its successors and assigns, for its and their use only, forever.

The conveyance evidenced by this Bill of Sale is made by the Transferor "as is", "where is", without recourse, representation or warranty of any kind or nature including, without limitation, any warranty of merchantability or fitness for any particular purpose.

IN WITNESS WHEREOF, BANKERS TRUST COMPANY, as trustee, has caused this instrument to be executed by its duly authorized officer this ___ day of December, 1993.

BANKERS TRUST COMPANY, NOT IN ITS
INDIVIDUAL CAPACITY BUT SOLELY
AS TRUSTEE

By: 
Name: Scott Multhead
Title: V.P.

RELEASE AND TERMINATION
OF SECURITY INTEREST

WHEREAS, ACF Industries, Incorporated (the "Company") and Bankers Trust Company, a New York banking corporation, not in its individual capacity but solely as trustee (the "Trustee"), entered into a certain Equipment Trust Agreement dated as of March 15, 1979 (as heretofore amended, modified or supplemented, the "Agreement") pursuant to which the Company conveyed title to certain railroad cars in connection with the issuance of \$25,000,000 in aggregate principal amount of Equipment Trust Certificates, Series H;

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission ("ICC") on March 28, 1979, Recordation No. 10228;

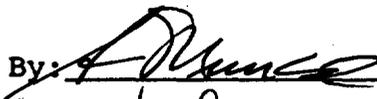
WHEREAS, the Trustee has reconveyed title to said railroad cars to the Company and, in connection therewith, the Company has requested the Trustee to release and terminate any and all liens, security interests and other rights or interests in all of said railcars and the Trustee has agreed to such release;

NOW, THEREFORE, the Trustee hereby agrees as follows:

The Trustee hereby releases and terminates any and all liens on and security interests in, and all of its right, title and interest in and to, the railroad tank cars and covered hopper cars listed on Schedule 1 hereto.

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed this ____ day of December, 1993.

BANKERS TRUST COMPANY, NOT IN
ITS INDIVIDUAL CAPACITY BUT
SOLELY AS TRUSTEE

By: 
Its: V.P.

Interstate Commerce Commission

Washington, D.C. 20423

12/16/93

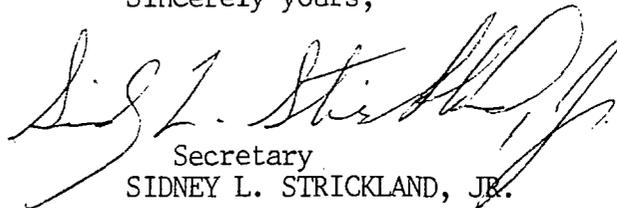
OFFICE OF THE SECRETARY

Alvord And Alvoed
918 Sixteenth Streets, NW-Ste. 200
Washington, DC 20006-2973

Dear **Sirs:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **12/16/93** at **12:40PM**, and assigned recordation number(s). **10228-B.**

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

2/16/93