

# Taylor, Morell & Gitomer

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(310) 436-2519/FAX (310) 436-5393

January 24, 1994

Direct Dial: (202)466-6532

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

Dear Secretary Strickland:

I have enclosed the original and one certified copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11303.

The document is Amendment No. 1 To Trust Agreement, dated as of December 29, 1993, a secondary document. The primary document to which this is connected is recorded under Recordation No. 10279. We request that this document be recorded under Recordation No. 10279-D.

The names and addresses of the parties to Amendment No. 1 To Trust Agreement are:

**Owners:**

City National Bank  
400 North Roxbury Drive  
Beverly Hills, CA 90210

Wells Fargo Bank, National Association (formerly known as  
Crocker National Bank)  
111 Sutter Street  
San Francisco, CA 94163

**Trustee:**

Bank One, Chicago, NA (as successor-in-interest to First  
National Bank and Trust Company of Evanston)  
800 Davis Street  
Evanston, IL 60201

A description of the equipment covered by the document consists of 15 SD40-2 3,000 horsepower diesel electric locomotives numbered LN 8019-8033, inclusive.

*Counterpart with McMaister*

10279-D  
RECORDED  
OFFICE OF THE  
SECRETARY  
JAN 24 10 43 AM '94  
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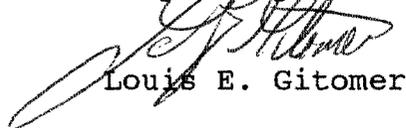
Honorable Sidney L. Strickland, Jr.  
January 24, 1994  
Page 2

A fee of \$18.00 is enclosed. Please return the original to:

Louis E. Gitomer  
Taylor, Morell & Gitomer  
Suite 210  
919 18th Street, N.W.  
Washington, DC 20006

A short summary of the document to appear in the index follows: Amendment No. 1 To Trust Agreement, between City National Bank, 400 North Roxbury Drive, Beverly Hills, CA 90210, Wells Fargo Bank, National Association (formerly known as Crocker National Bank), 111 Sutter Street, San Francisco, CA 94163, and Bank One, Chicago, NA (as successor-in-interest to First National Bank and Trust Company of Evanston), as Trustee, 800 Davis Street, Evanston, IL 60201, covering 15 SD40-2 3,000 horsepower diesel electric locomotives numbered LN 8019-8033, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosure

AMENDMENT No. 1

10279-D  
JAN 24 RECD - 1 22 1994  
CITY NATIONAL BANK (CHICAGO)

AMENDMENT NO. 1 TO TRUST AGREEMENT dated as of December 29, 1993 ("Amendment No. 1"), amending Trust Agreement, dated as of January 2, 1979 ("Trust Agreement"), between each of CITY NATIONAL BANK, WELLS FARGO BANK, NATIONAL ASSOCIATION (formerly known as Crocker National Bank), and BANK ONE, CHICAGO, NA (as successor-in-interest to First National Bank and Trust Company of Evanston), as Trustee.

WITNESSETH:

WHEREAS, the parties desire to amend the transfer provisions of the Trust Agreement.

NOW, THEREFORE, it is agreed:

1. Amendments

The first three sentences of Section 6.01 of the Trust Agreement shall be deleted and replaced with the following:

"Section 6.01. No Owner shall assign, convey or otherwise transfer any of its right, title or interest in and to this Trust Agreement or the Trust Estate, except that all, but not less than all, of the right, title and interest of the Owner in and to this Trust Agreement or the Trust Estate may be assigned, conveyed or transferred by such Owner to (a) any bank, trust company, finance company, leasing company or other financial institution (other than the Lessee or an affiliate of the Lessee) with a combined capital and surplus or a tangible net worth (within the meaning of generally accepted accounting principles) of at least \$50,000,000, or any corporation which is an affiliate or subsidiary, wholly owned or otherwise, of any of the foregoing, or (b) any corporation which is an affiliate or subsidiary, wholly owned or otherwise, of such Owner or (c) any leasing income fund (which may be a corporation or partnership) with a combined capital and surplus or a tangible net worth (within the meaning of generally accepted accounting principles) of at least \$25,000,000 which (1) contains railroad rolling stock under lease or (2) whose manager actively manages one or more other income funds containing railroad rolling stock under lease (such bank, trust company, finance company, leasing company or other financial institution, leasing income fund or corporation to whom such interest in the Trust Estate may be assigned, conveyed or transferred being hereinafter referred to as the "Transferee"). Any Owner which effects a transfer under this Section 6.01 shall give prompt written notice to the other Owner specifying the name and address of the Transferee and attaching to such notice the instrument of assignment, conveyance or transfer. In the event of any such assignment, conveyance or transfer, the Transferee shall become a party to this Trust Agreement and will agree to be bound by all the terms of and will undertake all of the obligations of such Owner contained in this Trust Agreement in such

manner as is satisfactory to the Trustee, the other Owner and the Vendor and the aforesaid Owner shall be released from all liabilities which have been undertaken by the Transferee; and if the Transferee shall be an entity of the type described in clause (a), (b) or (c) above which does not itself have a combined capital and surplus or a tangible net worth (within the meaning of generally accepted accounting principles) of at least \$50,000,000, such Owner shall remain responsible and liable for all obligations of the Transferee under this Trust Agreement."

2. Effect of Amendment; Cooperation

Except as amended hereby, the Trust Agreement shall remain in full force and effect. This Amendment No. 1 shall be effective as of the date hereof as between the parties hereto and shall be effective for all purposes upon the full payment and discharge of the CSA Indebtedness or the consent to this Amendment No. 1 by the Vendor and the holders of the CSA Indebtedness. If at any time before such payment and discharge has occurred or such consent has been given, either Owner desires to effect a transfer pursuant to Section 6.01 of the Trust Agreement, and such transfer would be permitted without the consent of the other Owner under the Trust Agreement as amended by this Amendment No. 1 but would not be permitted without the consent of the other Owner and/or the Vendor and the holders of the CSA Indebtedness under the Trust Agreement without giving effect to this Amendment No. 1, the Owner desiring to effect such transfer shall, before effecting such transfer, obtain any subsequent consent of the Vendor and the holders of the CSA Indebtedness, but shall not be required to obtain any such required consent of the other Owner. The Owner not seeking to effect such transfer shall cooperate in obtaining such consent.

3. Request for Trustee to Execute Pursuant to the Trust Agreement, both Owners hereby request the Trustee to execute and deliver this Amendment No. 1.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed as of the day and year first written above.

CITY NATIONAL BANK

By: Frank P. Pitney  
Title: Ex. V.P. + CFO.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Robert J. Darling  
Title: Vice President

BANK ONE, CHICAGO, NA, not individually but solely as Trustee

By: Charles W. Tranel  
Title: Vice President and Trust Officer

State of California )  
 )  
County of San Francisco )

On December 29, 1993 before me, Les S. Leventhal, Notary Public, personally appeared Robert F. Darling, ~~personally known to me~~ or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

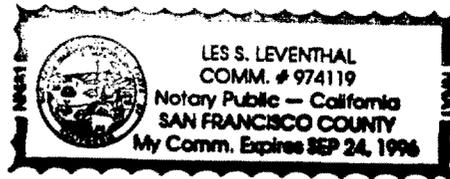
Witness my hand and official seal.

Les S. Leventhal  
Notary Public

Capacity Claimed by Signer:

- Individual  Corporate Officer Vice President  Partner  
 Limited  
 Attorney-in-fact  Trustee Title(s)  General  
 Other

Signer is Representing Wells Fargo Bank, National Association



State of California )  
                  *Los Angeles* )  
County of ~~San Francisco~~ )

On January 3, 1994 before me, ALMA SAGHI, Notary Public,  
personally appeared FRANK P. PEKNY, personally known  
to me or proved to me on the basis of satisfactory evidence to be the person whose name  
is subscribed to the within instrument and acknowledged to me that he executed the  
same in his/her authorized capacity, and that by his/her signature on the instrument the  
person, or the entity upon behalf of which the person acted, executed the instrument.

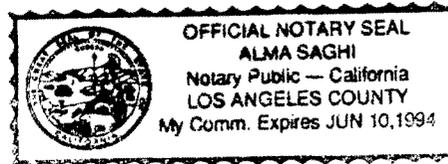
Witness my hand and official seal.

*Alma Saghi*  
Notary Public

Capacity Claimed by Signer:

- Individual  Corporate Officer EVP & CFO  Partner  
 Limited  
 Attorney-in-fact  Trustee Title(s)  General  
 Other \_\_\_\_\_

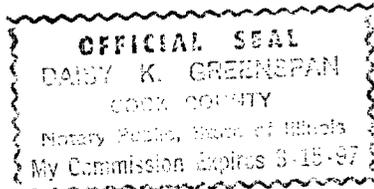
Signer is Representing *City National Bank*



State of ~~California~~ Illinois )  
County of ~~San Francisco~~ Cook )

On December 30, 1993 before me, DAISY K. GREENSPAN, Notary Public, personally appeared Charles W. Tramel, Vice President & Trust Officer, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Daisy K. Greenspan  
Notary Public

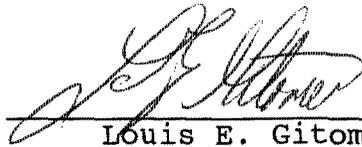
Capacity Claimed by Signer:

- Individual  Corporate Officer \_\_\_\_\_  Partner
- Limited
- Attorney-in-fact  Trustee Title(s) Vice President and  General
- Other \_\_\_\_\_ Trust Officer

Signer is Representing Bank One, Chicago, NA, not individually but solely as Trustee

**CERTIFICATION**

I, LOUIS E. GITOMER, have compared this copy to the original Amendment No. 1 To Trust Agreement, dated as of December 29, 1993, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



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Louis E. Gitomer  
January 24, 1994