

GATX CORPORATION

120 SOUTH RIVERSIDE PLAZA
CHICAGO, IL 60606
312-621-6581

GEORGE W. ROTHSCHILD
Vice President, General Counsel & Secretary

7-2008065
Date 7-19-1977
Fee \$ 10
Washington, D.C.

July 13, 1977

Secretary of the Interstate
Commerce Commission
Washington, D.C.

Re: General American Transportation
Corporation Equipment Trust
Series 71

RECORDATION NO. 7629-3 Filed & Recorded

JUL 19 1977 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Enclosed herewith are five (5) signed copies of an Amend-
atory Agreement dated as of May 30, 1977, adding provisions for sub-
stituting letters of credit for railroad cars covered by a Trust
Agreement, together with our check for \$10.00 to cover the filing
and recordation fees.

Said Agreement was recorded in the office of the Secretary
of the Interstate Commerce Commission on September 3, 1974, under
Recordation No. 7629, and was supplemented by an Amendment Agree-
ment recorded on September 18, 1974, under Recordation No. 7629-A.

The names and addresses of the parties referred to in said
Bill of Sale are:

La Salle National Bank
135 South La Salle Street
Chicago, Illinois 60603

General American Transportation Corporation
120 South Riverside Plaza
Chicago, Illinois 60606
Attn: Edward L. Overtree

I am an executive officer of General American Transpor-
tation Corporation having knowledge of the matters set forth herein.

Very truly yours,

George W. Rothschild
George W. Rothschild
Vice President, General
Counsel and Secretary

RECEIVED
JUL 23 1977
I.C.C.
FEE OPERATION BR.
GWR:mlv
Encl?

Interstate Commerce Commission
Washington, D.C. 20423

7/25/77

OFFICE OF THE SECRETARY

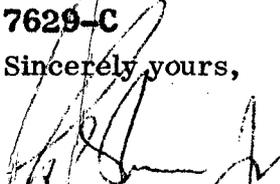
George W. Rothschild
Vice Pres., Gen. Counsel & Sec.
GATX Corporation
120 S. Riverside Plaza
Chicago, Illinois 60606

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **7/19/77** at **2:40pm** and assigned recordation number(s) **7629-C**

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

GENERAL AMERICAN TRANSPORTATION CORPORATION

EQUIPMENT TRUST, SERIES 71

RECORDATION NO. *7629-C* Filed & Recorded

JUL 19 1977 - 2 40 PM

INTESTATE COMMERCE COMMISSION

AMENDATORY AGREEMENT DATED AS OF MAY 30, 1977

TO EQUIPMENT TRUST AGREEMENT DATED AS OF SEPTEMBER 1, 1974

BY AND BETWEEN

LA SALLE NATIONAL BANK, Trustee

AND

GATX CORPORATION

(Formerly known as General American Transportation Corporation)

Amendatory Agreement dated as of May 30, 1977 by and between La Salle National Bank, a national banking association, as Trustee, and GATX Corporation, a New York corporation formerly known as General American Transportation Corporation.

WHEREAS, the parties hereto entered into an Equipment Trust Agreement dated as of September 1, 1974 creating General American Transportation Corporation Equipment Trust, Series 71, and an Amendment Agreement dated as of September 10, 1974 relating thereto, which agreements were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on September 3, 1974 (Recordation No. 7629) and September 18, 1974 (Recordation No. 7629-A), respectively (such Equipment Trust Agreement as so amended being hereinafter referred to as the "Agreement"); and

WHEREAS, the parties hereto wish to amend the Agreement as set forth below and the holder of all the outstanding Trust Certificates issued under the Agreement has consented in writing to such amendments;

NOW, THEREFORE, the parties hereto agree that the Agreement is hereby amended as follows:

1. Section 2.01 of the Agreement is hereby amended to substitute the following for the definition of Letter of Credit:

"Letter of Credit shall mean a clean irrevocable credit issued by a bank or trust company organized and doing business under the laws of the United States of America or any State thereof having capital and surplus aggregating at least \$50,000,000."

2. The first paragraph of Section 5.08 is amended to read in its entirety:

"The Company agrees that it will maintain and keep all the Trust Equipment in good order and

proper repair at its own cost and expense, unless and until it becomes worn out, unsuitable for use, lost or destroyed (hereinafter called a Casualty Occurrence). Whenever any of the Trust Equipment shall suffer a Casualty Occurrence, the Company shall, within 20 days after the calendar quarter in which it shall have been informed of such Casualty Occurrence, deliver to the Trustee an Officers' Certificate describing such Trust Equipment and stating the Value thereof as of the date of such Casualty Occurrence. When the total Value of all units of the Trust Equipment having suffered a Casualty Occurrence (exclusive of units having suffered a Casualty Occurrence in respect of which payment shall have been made, or a Letter of Credit shall have been issued, to the Trustee pursuant to this Section) shall exceed \$200,000 (or such lesser amount as the Company may elect), the Company, within 30 days after having been informed of such Casualty Occurrences, shall deposit with the Trustee an amount in cash equal to the Value of such units as of the date of the Casualty Occurrence in respect of each thereof, or shall cause to be issued to the Trustee a Letter of Credit in such amount as, when added to the amount of cash so deposited, shall equal such Value. Thereafter, the rights and remedies of the Trustee to enforce or to recover any of the rental payments shall not be affected by reason of such Casualty Occurrence. Cash deposited with the Trustee pursuant to this Section shall be held and applied as provided in the fourth paragraph of Section 5.07."

3. There is added the following new Section 5.11:

"Section 5.11. Letters of Credit. Any Letter of Credit deposited with the Trustee pursuant to Section 5.07 or 5.08 shall upon or prior to the expiration or other termination of such Letter of Credit or upon Request, as the case may be, be released by the Trustee to the Company against (a) conveyance to the Trustee of units of Equipment having a Value, as of the date of such termination or Request, not less than the amount of

the Letter of Credit to be released and upon delivery to the Trustee of papers corresponding to those set forth in the second paragraph of Section 5.07 with such appropriate modifications as may be approved by the Trustee or (b) deposit with the Trustee of cash and/or another Letter of Credit aggregating an amount not less than the amount of the Letter of Credit to be released or (c) any combination of such conveyance and deposit whereby the aggregate of the Value of the units of Equipment conveyed to the Trustee and the amount of the cash and/or Letter of Credit deposited with the Trustee is not less than the amount of the Letter of Credit to be released. If within 10 days prior to the expiration or other termination of a Letter of Credit, such conveyance and/or deposit is not made by the Company, the Trustee shall duly present such Letter of Credit for collection. In the event that any Letter of Credit shall expire, terminate, be or become uncollectible or unenforceable, or if the Trustee shall be unable to draw on any Letter of Credit the full amount thereof, the Company shall convey to the Trustee units of Equipment and/or deposit with the Trustee cash and/or another Letter of Credit, as aforesaid, and the original Letter of Credit shall be released to the Company."

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate

names and their respective corporate seals to be hereunto
affixed, duly attested, as of May 30, 1977.

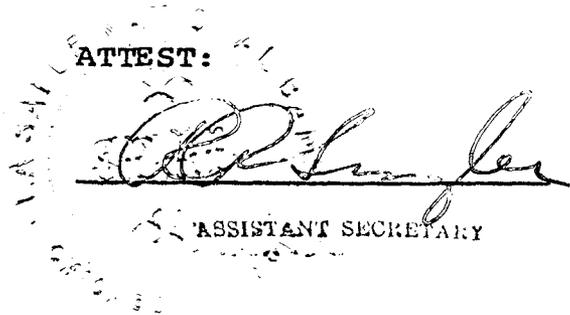
LA SALLE NATIONAL BANK, as Trustee

By: _____



VICE PRESIDENT

ATTEST:

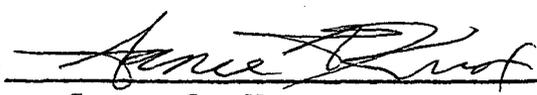


[Handwritten signature]

ASSISTANT SECRETARY

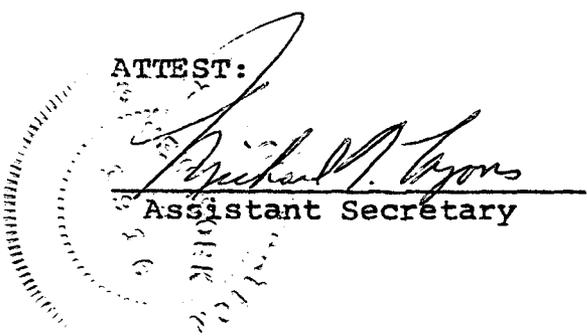
GATX CORPORATION
(Formerly known as General American
Transportation Corporation)

By: _____



Lance L. Knox
Vice President - Finance

ATTEST:



[Handwritten signature]

Assistant Secretary

STATE OF ILLINOIS)
) ss.:
COUNTY OF C O O K)

On this 7th day of July, 1977, before me personally appeared R. B. Weber, to me personally known, who, being by me duly sworn, says that he is Vice President of LaSalle National Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said Bank, that said instrument was signed and sealed on behalf of said Bank 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 Bank.



Erich Haberman
Notary Public
My commission expires July 12, 1980

* * * * *

STATE OF ILLINOIS)
) ss.:
COUNTY OF C O O K)

On this 6th day of July, 1977, before me personally appeared Lance L. Knox, to me personally known, who, being by me duly sworn, says that he is Vice President - Finance of GATX CORPORATION, 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 Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John A. Zajackowski
Notary Public

My Commission expires Dec. 29, 1977