

UNITED STATES RAILWAY EQUIPMENT CO.

A Subsidiary of Evans Products Co.

2200 East Devon Avenue • Des Plaines, Illinois 60018

PAUL R. LEAK
CONTROLLER

August 9, 1976

RECORDATION NO. 7291-24 Filed & Rec.

AUG 18 1976 9 44 AM

INTERSTATE COMMERCE COMMISSION

Secretary,
Interstate Commerce Commission
Office of the Secretary
Washington, D.C. 20423

Re: Amendment to lease entered into as of June 1,
1976, between United States Railway Equipment
Co., and Great Lakes Carbon Corp.

Madame:

Pursuant to Section 20(c) of the Interstate Commerce Act and to the Commission's Rules and Regulations thereunder, as amended, we are hereby noting that we wish to file and record five (5) fully executed counterparts of the above mentioned lease amendment. The amendments are for the parties to the transaction as listed below:

Lessor

United States Railway Equipment Co.
2200 East Devon Avenue
Des Plaines, Illinois 60018

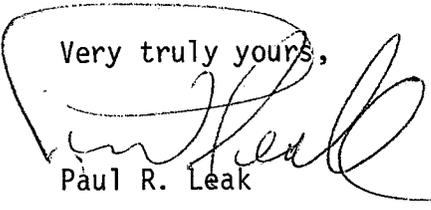
Lessee

Great Lakes Carbon Corp.
299 Park Avenue
New York, N.Y. 10017

The equipment covered by the original documents is specifically described in the original lease, dated November 14, 1973, recorded with the I.C.C. as Recordation Number 7291. The proposed changes are listed in the attached amendment.

Enclosed is the lessor's check in the amount of \$10, representing the amendment recordation fee as required by Section 57.3 of the Rules and Regulations. Upon recordation, kindly return the originals to the undersigned at the letterhead address.

Very truly yours,


Paul R. Leak

PRL:mez
cc: Library
R. E. Bell
Enclosure - 5 leases + check

Counterparts - C.T. Rappeler

7291-A

AUG 1 2 1976 - 9 45 AM

AMENDMENT TO LEASE

AMENDMENT TO LEASE dated as of June 1, 1976 between UNITED STATES RAILWAY EQUIPMENT CO. ("United") and GREAT LAKES CARBON CORP. ("Lessee").

WITNESSETH

WHEREAS, United and Lessee have heretofore entered into that certain Lease Agreement dated November 14, 1973 ("Lease") and recorded with the Interstate Commerce Commission on December 20, 1973 as Recordation Number 7291, providing for the lease by United to Lessee of seventy (70) 2773 cu. ft. 70-ton open top hopper cars bearing car reporting marks USEX 6025 through 6094, both inclusive, ("Cars"); and

WHEREAS, pursuant to the Lease United is required to perform and pay for all Repair Work (as defined in the Lease) with respect to the Cars except as provided in Paragraph 9 (b) of the Lease and in consideration therewith is entitled to increase the rental in accordance with the provisions of Paragraph 6 of the Lease; and

WHEREAS, Lessee desires to perform all Repair Work heretofore required by United and to reduce the rental due on the Cars to the Constant Factor (as defined in the Lease) and United is agreeable thereto all upon the terms and considerations hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the promises and considerations hereinafter set forth and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

1. Effective as of August 1, 1976 Lessee covenants and agrees to perform or cause to be performed and pay for or cause to be paid for all Repair Work to the Cars required by Paragraph 9 (a) and (b) of the Lease, and Lessee shall pay all the costs, imposts, burdens and other expenses which United was obligated to pay when United was required to perform Repair Work.

2. Effective as of August 1, 1976 the rental Lessee shall pay to United as rent for each Car the sum of \$106.79 per month.

3. All the other terms and conditions of the Lease remain in full force and effect, and the Lease as hereby amended is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, United and Lessee have caused this Amendment to Lease to be executed by its officers thereunto duly authorized as of the day, month and year first above-written.

UNITED STATES RAILWAY EQUIPMENT CO.

By *Robert E. Bell*
Vice President

ATTEST:

James B. Long
Assistant Secretary

GREAT LAKES CARBON CORPORATION

By *G. R. Hunter* DM
Vice President

ATTEST:

[Signature]
Asst. Secretary

STATE OF ILLINOIS
COUNTY OF COOK

} ss

On this 2nd day of August, 1976 before me personally
appeared Alfred E. Bell
to me personally known, who being by me duly sworn says that he is John President of the
United States Railway Equipment Co., and Jessence L. Prange to me personally
known to be the Assistant Secretary of said corporation, that the seal 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 they
acknowledged that the execution of the foregoing instrument was the free act and deed of said
corporation.

Myrtle Ellen Janser
Notary Public

MY COMMISSION EXPIRES
JUNE 19, 1979