

14522-A

LAW OFFICES

ALVORD AND ALVORD

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918 SIXTEENTH STREET, N.W.
WASHINGTON, D.C.
20006-2973

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ELLSWORTH C. ALVORD (1964)

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*NOT A MEMBER OF D.C. BAR
*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN OHIO
*ALSO ADMITTED IN MARYLAND

14522-A
RECORDATION NO. Filed 1426

FEB 11 1986 - 1 00 PM February 11, 1986

INTERSTATE COMMERCE COMMISSION

6-042A042

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D.C.

FEB 11 1986
\$ 10.00

Dear Mr. Bayne:

Washington, D. C.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are ten fully executed counterparts of a Lease Supplement No. 1, dated as of November 1, 1985, a "secondary document" as defined in the Commission's Rules for the Recordation of Documents.

The enclosed document supplements a Restated and Amended Equipment Lease, dated as of December 20, 1984, which was duly filed and recorded on December 28, 1984 and assigned Recordation Number 14522.

A description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 attached to this letter and made a part hereof.

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

Lessor: The Bank of New York
48 Wall Street
New York, New York 10015

Lessee: General American Transportation
Corporation
120 South Riverside Plaza
Chicago, Illinois 60606

CT. Kuppeler
Alvord

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
February 11, 1986
Page Two

Also enclosed is a check in the amount of \$10 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return nine (9) counterparts of the Lease Supplement No. 1 to Deborah G. Page, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603 or the bearer hereof.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Lease Supplement No. 1, dated as of November 1, 1985, to Restated and Amended Equipment Lease, dated as of December 20, 1984, between The Bank of New York, as Lessor, and General American Transportation Corporation, as Lessee, covering ~~458~~⁴⁷⁵ tank cars and ~~49~~ covered hopper cars.

33

Very truly yours,


Charles T. Kappler

Enclosures

DESCRIPTION OF ITEMS OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Mark and Numbers (Both Inclusive)</u>
I. <u>TANK CARS</u>		
23	DOT105J100-W-1 20,000 Gal. Ethylene Oxide	GATX 26360-26382
1	DOT 111A100-W-1 13,550 Gal. Molten Sulfur	GATX 16140
5	DOT 111A100-W-1 10,750 Gal. Latex	GATX 22927-22931
5	DOT 111A100-W-2 13,350 Gal. Sulfuric Acid	GATX 21365-21368 and GATX 21373
18	DOT 111A100-W-2 13,600 Gal. Sulfuric Acid	GATX 21380-21397
5	DOT 111A100-W-1 17,200 Gal. Sorbitol	GATX 15521-15525
10	DOT 111A100-ALW-2 20,000 Gal. Hydrogen Peroxide	GATX 73735-73744
3	DOT 111A100-W-1 29,200 Gal. Methanol	GATX 17840-17842
3	DOT 111A100-W-1 29,200 Gal. Methanol	GATX 17845-17847
23	DOT 111A100-W-1 10,750 Gal. Methyl Methacrylate	GATX 65716-65738

DESCRIPTION OF ITEMS OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Mark and Numbers (Both Inclusive)</u>
I. <u>TANK CARS</u> (Cont.)		
5	DOT 111A100 -W-1 20,000 Gal. Resin	GATX 16917-16921
24	DOT 111A100-W-1 29,200 Gal. Acrylonitrile	GATX 17816-17839
62	DOT 111A100-W-1 14,150 Gal. Clay Slurry	GATX 22001-22062
9	DOT 111A100-W-1 29,200 Gal. Alcohol	GATX 21104-21112
6	DOT 111A100-W-1 29,200 Gal. Diisobutylene	GATX 21113-21118
20	DOT 111A100-W-1 24,640 Gal. Styrene	GATX 11120-11139
4	DOT 111A100-W-2 13,328 Gal. Sulfuric Acid	GATX 21356-21359
15	DOT 111A100-W-1 13,818 Gal. Plasite Lining Clay Slurry	GATX 23361-23375
50	DOT 111A100-W-3 17,252 Gal. Corn Syrup	GATX 16626-16675
3	DOT 111A100-W-2 13,328 Gal. Sulfuric Acid	GATX 18389-18391

DESCRIPTION OF ITEMS OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Mark and Numbers (Both Inclusive)</u>
I. <u>TANK CARS</u> (Cont.)		
4	DOT 111A100-W-1 20,580 Gal. Sulfuric Acid	GATX 16784-16787
14	DOT 111A100-1 26,000 Gal. Crude Oil	GATX 17771-17784
5	DOT 111A100-W-1 20,580 Gal. Resins	GATX 16788-16792
4	DOT 111A100-W-1 10,803 Gal. Lithcote Lining Lacquer	GATX 65712-65715
30	DOT 111A100-W-1 13,818 Gal. Talicor Lining Slurry	GATX 22063-22092
3	DOT 111A100-W-1 21,000 Gal. Toluene	GATX 16793-16795
25	DOT 111A100-W-2 13,328 Gal Sulphuric	GATX 18364-18388
60	DOT 111A100-W-1 23,150 Gal. Benzene	GATX 17701-17760
20	DOT 111A100-W-1 26,000 Gal. Naphtha	GATX 17848-17867
5	DOT 111A100-W-1 29,200 Gal. Ethanol	GATX 21248-21252

DESCRIPTION OF ITEMS OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Mark and Numbers (Both Inclusive)</u>
I. <u>TANK CARS</u> (Cont.)		
5	DOT 111A100-W-1 14,150 Gal. Clay Slurry	GATX 22123-22127
6	DOT 111A100-W-1 10,800 Gal. Caustic Soda	GATX 65706-65711
Total Number of Cars	<u>475</u>	
II. <u>COVERED HOPPERS</u>		
28	LO. Airslide 4,566 Cu. Ft. Flour	ATW 56303-56330
5	LO. Airslide 4,566 Cubic Ft. Flour	ATW 56331-56335
Total Number of Cars	<u>33</u>	

Interstate Commerce Commission
Washington, D.C. 20423

2/12/86

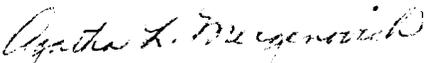
OFFICE OF THE SECRETARY

Charles T. Kappler, Esq
Alvord & Alvord
918 16th Street, N.W.
Washington, D.C. 20423

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 2/11/86 at 1:00pm and assigned re-
recording number(s). 14522-A

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

FEB 11 1986 - 1 00 PM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 1

This LEASE SUPPLEMENT NO. 1, dated as of November 1, 1985, between THE BANK OF NEW YORK, a New York banking corporation (the "Lessor"), and GENERAL AMERICAN TRANSPORTATION CORPORATION, a New York corporation (the "Lessee");

WITNESSETH:

The Lessor and the Lessee have heretofore entered into that certain Restated and Amended Equipment Lease dated as of December 20, 1984 (the "Lease"). The terms used herein are used with the meanings specified in the Lease.

The Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for, among other things, the purpose of confirming any change in Fixed Rentals, Casualty Value, Early Termination Value and Optional Termination Value.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Section 2.1(a) of the Lease is hereby amended to read in full as follows:

"(a) Fixed Rental. For each Item of Equipment, the Lessee shall pay to the Lessor 40 semiannual installments of fixed rental (the "Fixed Rental") payable in arrears, the first through twentieth installments, both inclusive, each in an amount equal to 5.191178% of the Purchase Price thereof, and the twenty-first through fortieth installments, both inclusive, each in an amount equal to 6.344769% of the Purchase Price thereof."

2. Schedules D, E and F to the Lease, showing Casualty Values, Early Termination Values and Optional Termination Values, are hereby amended to read in full as attached hereto.

3. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Restated and Amended Equipment Lease dated as of December 20, 1984" or the "Lease dated as of December 20, 1984" without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement unless the context shall otherwise require.

4. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, except as herein modified, shall be and remain in full force and effect.

5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

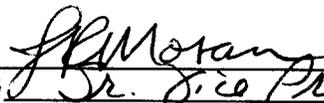
THE BANK OF NEW YORK

By 
Its _____

[SEAL]
ATTEST:

Its _____ Secretary

GENERAL AMERICAN TRANSPORTATION CORPORATION

By 
Its Sr. Vice Pres.

Consented to as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
as Security Trustee

By 
Its _____ VICE PRESIDENT

SCHEDULE OF CASUALTY VALUE

The Casualty Value for an Item of Equipment payable on the Term Lease Commencement Date or any Fixed Rental payment date thereafter shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule:

<u>Term Lease Commencement Date or Fixed Rental Payment Date on which Casualty Value is Paid</u>	<u>Percentage of Purchase Price Payable as Casualty Value</u>	
	<u>ITC to Lessee Units</u>	<u>ITC to Lessor Units</u>
January 1, 1986	106.38172	101.14883
July 1, 1986	109.18100	103.94811
January 1, 1987	109.52973	105.60506
July 1, 1987	111.75372	107.82905
January 1, 1988	111.38255	108.76611
July 1, 1988	113.14638	110.52993
January 1, 1989	112.13716	110.82894
July 1, 1989	113.41332	112.10510
January 1, 1990	111.80758	111.80758
July 1, 1990	112.63510	112.63510
January 1, 1991	111.80388	111.80388
July 1, 1991	112.22035	112.22035
January 1, 1992	110.84076	110.84076
July 1, 1992	110.80903	110.80903
January 1, 1993	108.85904	108.85904
July 1, 1993	108.33848	108.33848
January 1, 1994	105.80018	105.80018
July 1, 1994	104.75422	104.75422
January 1, 1995	101.99799	101.99799
July 1, 1995	99.66122	99.66122
January 1, 1996	95.69298	95.69298
July 1, 1996	93.12274	93.12274
January 1, 1997	89.03542	89.03542
July 1, 1997	86.21634	86.21634
January 1, 1998	82.00166	82.00166
July 1, 1998	78.91767	78.91767

SCHEDULE D
(to Equipment Lease)

Term Lease Commencement Date
or Fixed Rental
Payment Date on which
Casualty Value is Paid

Percentage of Purchase
Price Payable as
Casualty Value

	<u>ITC to Lessee</u> Units	<u>ITC to Lessor</u> Units
January 1, 1999	74.56675	74.56675
July 1, 1999	71.20083	71.20083
January 1, 2000	66.70424	66.70424
July 1, 2000	63.03834	63.03834
January 1, 2001	58.38607	58.38607
July 1, 2001	54.40105	54.40105
January 1, 2002	49.58247	49.58247
July 1, 2002	45.25802	45.25802
January 1, 2003	40.26184	40.26184
July 1, 2003	35.57643	35.57643
January 1, 2004	30.39065	30.39065
July 1, 2004	25.32143	25.32143
January 1, 2005	20.00000	20.00000

* as shown on Schedule A hereto.

SCHEDULE OF EARLY TERMINATION VALUE

The Early Termination Value for an Item of Equipment payable on July 1, 1998 or any Fixed Rental payment date thereafter shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule:

<u>Fixed Rental Payment Date on which Early Termination Value is Paid</u>	<u>Percentage of Purchase Price Payable as Casualty Value</u>
January 1, 1998	82.00166
July 1, 1998	78.91767
January 1, 1999	74.56675
July 1, 1999	71.20083
January 1, 2000	66.70424
July 1, 2000	63.03834
January 1, 2001	58.38607
July 1, 2001	54.40105
January 1, 2002	49.58247
July 1, 2002	45.25802
January 1, 2003	40.26184
July 1, 2003	35.57643
January 1, 2004	30.39065
July 1, 2004	25.32143

SCHEDULE E
(to Equipment Lease)

SCHEDULE OF OPTIONAL TERMINATION VALUE

The Optional Termination Value for an Item of Equipment payable on July 1, 1998 or any Fixed Rental payment date thereafter shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule:

<u>Fixed Rental Payment Date on which Early Termination Value is Paid</u>	<u>Percentage of Purchase Price Payable as Casualty Value</u>
January 1, 1998	82.00166
July 1, 1998	78.91767
January 1, 1999	74.56675
July 1, 1999	71.20083
January 1, 2000	66.70424
July 1, 2000	63.03834
January 1, 2001	58.38607
July 1, 2001	54.40105
January 1, 2002	49.58247
July 1, 2002	45.25802
January 1, 2003	40.26184
July 1, 2003	35.57643
January 1, 2004	30.39065
July 1, 2004	25.32143