

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA RECORDATION NO. 11865-D Filed & Recorded

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX  
RCA 233663  
WUD 125547  
WUI 620976

JUL 31 1980 -2 55 PM

INTERSTATE COMMERCE COMMISSION

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JOSEPH A. MULLINS  
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WILLIAM P. DICKEY  
STUART W. GOLD  
JOHN W. WHITE

Date JUL 31 1980

See 8 1000

ICC Washington, D. C.

White Cover

August 1, 1980

Amendment Agreement Dated as of July 15, 1980  
Amending Conditional Sale Agreement  
Filed under Recordation No. 11865 and  
Lease Filed under Recordation No. 11865-B

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Great Lakes Carbon Corporation for filing and recordation counterparts of the following document:

Amendment Agreement dated as of July 15, 1980, among Great Lakes Carbon Corporation, as Lessee, Mercantile-Safe Deposit and Trust Company, as Agent, and ECCDOR Leasing, a division of ECCDOR Investment Company, as Vendee.

The Amendment Agreement amends a Conditional Sale Agreement dated as of May 15, 1980, previously filed and recorded with the Interstate Commerce Commission on May 30, 1980, at 3:25 p.m., Recordation Number 11865 and a Lease of Railroad Equipment dated as of May 15, 1980, previously filed and recorded as above with the Interstate Commerce Commission on May 30, 1980, at 3:25 p.m., Recordation Number 11865-B.

The Amendment Agreement amends the Conditional Sale

FEE OPERATION BR.

JUL 31 2 50 PM '80

RECEIVED

*Ms Lee -  
This one is  
11865-D  
Counselor E. C. Bryan*

Agreement and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease, to revise the Allocation Schedule and to amend the Lease to correct the interim rental payment factor and the rate of interest on overdue rentals.

→ Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 11865-D.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

  
Susan E. Gorman  
as Agent for Great Lakes Carbon Corporation.

Ms. Agatha L. Mergenovich,  
Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

FEE OPERATION BR.  
I.C.C.

JUL 31 2 50 PM '80

RECEIVED

**Interstate Commerce Commission**  
Washington, D.C. 20423

7/31/80

OFFICE OF THE SECRETARY

**Susan E. Gorman**  
**Cravath, Swaine & Moore**  
**One Chase Manhattan Plaza**  
**New York, N.Y. 10006**

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 **7/31/80** at **2:55pm**, and assigned re-  
recording number (s).

**11865-D, 11923-D & 11945-D**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure (s)

SE-30  
(7/79)

RECORDED

[REVISED]

[CS&M Ref. 3909-033A]

RECORDATION NO. 11865-D Filed 1425

JUL 31 1980 2 12 PM

RECORDED  
JUL 1 1980 5 55 PM  
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of July 15, 1980, among ECCDOR LEASING, a division of ECCDOR INVESTMENT COMPANY (the "Vendee"), GREAT LAKES CARBON CORPORATION (the "Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee").

WHEREAS the Vendee and TRINITY INDUSTRIES, INC. (the "Builder"), have entered into a Conditional Sale Agreement dated as of May 15, 1980 (the "CSA");

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment dated as of May 15, 1980 (the "CSA Assignment");

WHEREAS the Builder has been paid in full for the railroad equipment delivered under the CSA and the Builder has no further interest in the CSA or the CSA Assignment;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of May 15, 1980 (the "Lease");

WHEREAS the Vendee and the Assignee have entered into an Assignment of Lease and Agreement dated as of May 15, 1980 (the "Lease Assignment");

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce

Commission pursuant to 49 U.S.C. § 11303 on May 30, 1980, at 3:25 p.m. and were assigned recordation numbers 11865, 11865-A, 11865-B and 11865-C, respectively;

WHEREAS certain units of railroad equipment are listed in the CSA and the Lease as being subject thereto but such units were in fact not delivered and accepted pursuant to the terms thereof on or before May 31, 1980; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease, to revise the Allocation Schedule and to amend the Lease to correct the interim rental payment factor and the rate of interest on overdue rentals;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Schedule I to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. The Lease is hereby amended by deleting the interim rental payment factor of .03104611% which appears in the fourth sentence of the first paragraph of § 3 of the Lease and substituting therefor the interim rental payment factor of .0306208%.
3. The Lease is hereby amended by deleting

the rate of interest of 10-3/4% which appears in § 17 of the Lease and substituting therefor the rate of interest of 15-3/4%.

4. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit B hereto.

5. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit C hereto.

6. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

7. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.

8. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

ECCDOR LEASING, a division of  
ECCDOR INVESTMENT COMPANY,

[Corporate Seal]

by *E.L. Cummings*  
Vice President

Attest: *Grace J. Madison*  
Authorized Officer

GREAT LAKES CARBON CORPORATION,

by

\_\_\_\_\_  
President

[Corporate Seal]

Attest:

\_\_\_\_\_  
MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent,

by

\_\_\_\_\_  
Assistant Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Corporate Trust Officer

STATE OF UTAH,                    )  
   ) ss.:  
 COUNTY OF SALT LAKE,)

On this 27<sup>th</sup> day of July 1980, before me personally appeared C.S. Cummings, to me personally known, who, being by me duly sworn, says that he is a Vice President of ECCDOR LEASING, a division of ECCDOR INVESTMENT COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and 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 a free act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand.

*Paula Hendry*  
 Notary Public

[Notarial Seal] *m*

My Commission expires March 13, 1983

STATE OF MARYLAND,)  
   ) ss.:  
 CITY OF BALTIMORE,)

On this            day of July 1980, before me personally appeared R. E. SCHREIBER, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation, and that said instrument was signed and sealed on behalf of said banking 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 banking corporation.

\_\_\_\_\_  
 Notary Public

[Notarial Seal]

My Commission expires



## SCHEDULE I

Allocation Schedule  
of Each \$1,000,000 of 14-3/4% CSA Indebtedness  
Payable in Installments

<u>Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Remaining Balance</u>
1/2/81	\$ *	\$ *	\$ .00	\$1,000,000.00
7/2/81	80,234.03	73,750.00	6,484.03	993,515.97
1/2/82	80,234.03	73,271.80	6,962.23	986,553.74
7/2/82	80,234.03	72,758.34	7,475.69	979,078.05
1/2/83	80,234.03	72,207.01	8,027.02	971,051.03
7/2/83	80,234.03	71,615.01	8,619.02	962,432.01
1/2/84	80,234.03	70,979.36	9,254.67	953,177.34
7/2/84	80,234.03	70,296.83	9,937.20	943,240.14
1/2/85	80,234.03	69,563.96	10,670.07	932,570.07
7/2/85	80,234.03	68,777.04	11,456.99	921,113.08
1/2/86	80,234.03	67,932.09	12,301.94	908,811.14
7/2/86	80,234.03	67,024.82	13,209.21	895,601.93
1/2/87	80,234.03	66,050.64	14,183.39	881,418.54
7/2/87	80,234.03	65,004.62	15,229.41	866,189.13
1/2/88	80,234.03	63,881.45	16,352.58	849,836.55
7/2/88	80,234.03	62,675.45	17,558.58	832,277.97
1/2/89	80,234.03	61,380.50	18,853.53	813,424.44
7/2/89	80,234.03	59,990.05	20,243.98	793,180.46
1/2/90	98,063.80	58,497.06	39,566.74	753,613.72
7/2/90	98,063.80	55,579.01	42,484.79	711,128.93
1/2/91	98,063.80	52,445.76	45,618.04	665,510.89
7/2/91	74,809.67	49,081.43	25,728.24	639,782.65
1/2/92	74,809.67	47,183.97	27,625.70	612,156.95
7/2/92	74,809.67	45,146.58	29,663.09	582,493.86
1/2/93	74,809.67	42,958.92	31,850.75	550,643.11
7/2/93	74,809.67	40,609.93	34,199.74	516,443.37
1/2/94	74,809.67	38,087.70	36,721.97	479,721.40
7/2/94	74,809.67	35,379.45	39,430.22	440,291.18
1/2/95	74,809.67	32,471.48	42,338.19	397,952.99
7/2/95	74,809.67	29,349.03	45,460.64	352,492.35
1/2/96	74,809.67	25,996.31	48,813.36	303,678.99
7/2/96	74,809.67	22,396.33	52,413.34	251,265.65
1/2/97	74,809.67	18,530.84	56,278.83	194,986.82
7/2/97	74,809.67	14,380.28	60,429.39	134,557.43
1/2/98	74,809.67	9,923.61	64,886.06	69,671.37
7/2/98	74,809.64	5,138.27	69,671.37	.00
	<u>\$2,780,314.93</u>	<u>\$1,780,314.93</u>	<u>\$1,000,000.00</u>	

\* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

ANNEX B  
TO

CONDITIONAL SALE AGREEMENT

This Annex B replaces the original  
Annex B to the Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Place and Assumed Time of Delivery</u>
Trinity Industries, Inc.	100-ton Covered Triple Hopper	L 153	HC3-47-1	Dallas, Texas	65	\$44,500	\$2,892,500	GLCX 8000-8009, 8011-8019, 8021-8024, 8027-8028, 8031-8033, 8036-8047, 8049-8051, 8054, 8056, 8165-8184	May 1980, F.O.B. Builder's Plant

SCHEDULE A TO LEASE

This Schedule A replaces the original  
Schedule A to the Lease

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Place and Assumed Time of Delivery</u>
Trinity Industries, Inc.	100-ton Covered Hopper	L 153	HC3-47-1	Dallas, Texas	65	\$44,500	\$2,892,500	GLCX 8000-8009, 8011-8019, 8021-8024, 8027-8028, 8031-8033, 8036-8047, 8049-8051, 8054, 8056, 8165-8184	May 1980, F.O.B. Builder's Plant

AMENDMENT AGREEMENT dated as of  
July 15, 1980, among ECCDOR LEASING; a  
division of ECCDOR INVESTMENT COMPANY  
(the "Vendee"), GREAT LAKES CARBON CORPORATION  
(the "Lessee") and MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent (the "Assignee").

WHEREAS the Vendee and TRINITY INDUSTRIES, INC.  
(the "Builder"), have entered into a Conditional Sale Agreement  
dated as of May 15, 1980 (the "CSA");

WHEREAS the Builder and the Assignee have entered  
into an Agreement and Assignment dated as of May 15, 1980  
(the "CSA Assignment");

WHEREAS the Builder has been paid in full for  
the railroad equipment delivered under the CSA and the  
Builder has no further interest in the CSA or the CSA  
Assignment;

WHEREAS the Vendee and the Lessee have entered  
into a Lease of Railroad Equipment dated as of May 15, 1980  
(the "Lease");

WHEREAS the Vendee and the Assignee have entered  
into an Assignment of Lease and Agreement dated as of May 15,  
1980 (the "Lease Assignment");

WHEREAS the CSA, the CSA Assignment, the Lease and  
the Lease Assignment were filed with the Interstate Commerce

Commission pursuant to 49 U.S.C. § 11303 on May 30, 1980, at 3:25 p.m. and were assigned recordation numbers 11865, 11865-A, 11865-B and 11865-C, respectively;

WHEREAS certain units of railroad equipment are listed in the CSA and the Lease as being subject thereto but such units were in fact not delivered and accepted pursuant to the terms thereof on or before May 31, 1980; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease, to revise the Allocation Schedule and to amend the Lease to correct the interim rental payment factor and the rate of interest on overdue rentals;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Schedule I to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. The Lease is hereby amended by deleting the interim rental payment factor of .03104611% which appears in the fourth sentence of the first paragraph of § 3 of the Lease and substituting therefor the interim rental payment factor of .0306208%.
3. The Lease is hereby amended by deleting

the rate of interest of 10-3/4% which appears in § 17 of the Lease and substituting therefor the rate of interest of 15-3/4%.

4. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit B hereto.

5. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit C hereto.

6. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

7. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.

8. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

ECCDOR LEASING, a division of  
ECCDOR INVESTMENT COMPANY,

[Corporate Seal]

by

Attest:

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Authorized Officer

GREAT LAKES CARBON CORPORATION,

by

*A. Heerman*  
VICE President

[Corporate Seal]

Attest:

*James H. [unclear]*  
Clerk Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE,)

On this            day of July 1980, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is a Vice President of ECCDOR LEASING, a division of ECCDOR INVESTMENT COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and 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 a free act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, )  
 ) ss.:  
CITY OF BALTIMORE,)

On this            day of July 1980, before me personally appeared R. E. SCHREIBER, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation, and that said instrument was signed and sealed on behalf of said banking 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 banking corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires



## SCHEDULE I

Allocation Schedule  
of Each \$1,000,000 of 14-3/4% CSA Indebtedness  
Payable in Installments

<u>Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Remaining Balance</u>
1/2/81	\$ *	\$ *	\$ .00	\$1,000,000.00
7/2/81	80,234.03	73,750.00	6,484.03	993,515.97
1/2/82	80,234.03	73,271.80	6,962.23	986,553.74
7/2/82	80,234.03	72,758.34	7,475.69	979,078.05
1/2/83	80,234.03	72,207.01	8,027.02	971,051.03
7/2/83	80,234.03	71,615.01	8,619.02	962,432.01
1/2/84	80,234.03	70,979.36	9,254.67	953,177.34
7/2/84	80,234.03	70,296.83	9,937.20	943,240.14
1/2/85	80,234.03	69,563.96	10,670.07	932,570.07
7/2/85	80,234.03	68,777.04	11,456.99	921,113.08
1/2/86	80,234.03	67,932.09	12,301.94	908,811.14
7/2/86	80,234.03	67,024.82	13,209.21	895,601.93
1/2/87	80,234.03	66,050.64	14,183.39	881,418.54
7/2/87	80,234.03	65,004.62	15,229.41	866,189.13
1/2/88	80,234.03	63,881.45	16,352.58	849,836.55
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1/2/90	98,063.80	58,497.06	39,566.74	753,613.72
7/2/90	98,063.80	55,579.01	42,484.79	711,128.93
1/2/91	98,063.80	52,445.76	45,618.04	665,510.89
7/2/91	74,809.67	49,081.43	25,728.24	639,782.65
1/2/92	74,809.67	47,183.97	27,625.70	612,156.95
7/2/92	74,809.67	45,146.58	29,663.09	582,493.86
1/2/93	74,809.67	42,958.92	31,850.75	550,643.11
7/2/93	74,809.67	40,609.93	34,199.74	516,443.37
1/2/94	74,809.67	38,087.70	36,721.97	479,721.40
7/2/94	74,809.67	35,379.45	39,430.22	440,291.18
1/2/95	74,809.67	32,471.48	42,338.19	397,952.99
7/2/95	74,809.67	29,349.03	45,460.64	352,492.35
1/2/96	74,809.67	25,996.31	48,813.36	303,678.99
7/2/96	74,809.67	22,396.33	52,413.34	251,265.65
1/2/97	74,809.67	18,530.84	56,278.83	194,986.82
7/2/97	74,809.67	14,380.28	60,429.39	134,557.43
1/2/98	74,809.67	9,923.61	64,886.06	69,671.37
7/2/98	74,809.64	5,138.27	69,671.37	.00
	<u>\$2,780,314.93</u>	<u>\$1,780,314.93</u>	<u>\$1,000,000.00</u>	

\* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

ANNEX B  
TO

CONDITIONAL SALE AGREEMENT

This Annex B replaces the original  
Annex B to the Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Place and Assumed Time of Delivery</u>
Trinity Industries, Inc.	100-ton Covered Triple Hopper	L 153	HC3-47-1	Dallas, Texas	65	\$44,500	\$2,892,500	GLCX 8000-8009, 8011-8019, 8021-8024, 8027-8028, 8031-8033, 8036-8047, 8049-8051, 8054, 8056, 8165-8184	May 1980, F.O.B. Builder's Plant

SCHEDULE A TO LEASE

This Schedule A replaces the original  
Schedule A to the Lease

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Place and Assumed Time of Delivery</u>
Trinity Industries, Inc.	100-ton Covered Hopper	L 153	HC3-47-1	Dallas, Texas	65	\$44,500	\$2,892,500	GLCX 8000-8009, 8011-8019, 8021-8024, 8027-8028, 8031-8033, 8036-8047, 8049-8051, 8054, 8056, 8165-8184	May 1980, F.O.B. Builder's Plant

AMENDMENT AGREEMENT dated as of  
July 15, 1980, among ECCDOR LEASING, a  
division of ECCDOR INVESTMENT COMPANY  
(the "Vendee"), GREAT LAKES CARBON CORPORATION  
(the "Lessee") and MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent (the "Assignee").

WHEREAS the Vendee and TRINITY INDUSTRIES, INC.  
(the "Builder"), have entered into a Conditional Sale Agreement  
dated as of May 15, 1980 (the "CSA");

WHEREAS the Builder and the Assignee have entered  
into an Agreement and Assignment dated as of May 15, 1980  
(the "CSA Assignment");

WHEREAS the Builder has been paid in full for  
the railroad equipment delivered under the CSA and the  
Builder has no further interest in the CSA or the CSA  
Assignment;

WHEREAS the Vendee and the Lessee have entered  
into a Lease of Railroad Equipment dated as of May 15, 1980  
(the "Lease");

WHEREAS the Vendee and the Assignee have entered  
into an Assignment of Lease and Agreement dated as of May 15,  
1980 (the "Lease Assignment");

WHEREAS the CSA, the CSA Assignment, the Lease and  
the Lease Assignment were filed with the Interstate Commerce

Commission pursuant to 49 U.S.C. § 11303 on May 30, 1980, at 3:25 p.m. and were assigned recordation numbers 11865, 11865-A, 11865-B and 11865-C, respectively;

WHEREAS certain units of railroad equipment are listed in the CSA and the Lease as being subject thereto but such units were in fact not delivered and accepted pursuant to the terms thereof on or before May 31, 1980; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease, to revise the Allocation Schedule and to amend the Lease to correct the interim rental payment factor and the rate of interest on overdue rentals;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Schedule I to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. The Lease is hereby amended by deleting the interim rental payment factor of .03104611% which appears in the fourth sentence of the first paragraph of § 3 of the Lease and substituting therefor the interim rental payment factor of .0306208%.
3. The Lease is hereby amended by deleting

the rate of interest of 10-3/4% which appears in § 17 of the Lease and substituting therefor the rate of interest of 15-3/4%.

4. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit B hereto.

5. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit C hereto.

6. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

7. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.

8. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

ECCDOR LEASING, a division of  
ECCDOR INVESTMENT COMPANY,

[Corporate Seal]

by

Attest:

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Authorized Officer

GREAT LAKES CARBON CORPORATION,

by

\_\_\_\_\_  
President

[Corporate Seal]

Attest:

\_\_\_\_\_

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent,

by

  
\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

F H Gilbert  
Corporate Trust Officer

STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE, )

On this            day of July 1980, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is a Vice President of ECCDOR LEASING, a division of ECCDOR INVESTMENT COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and 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 a free act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand.

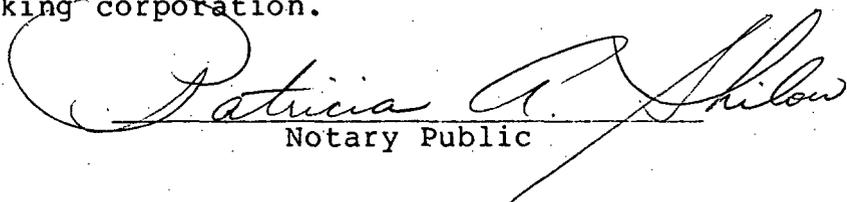
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, )  
 ) ss.:  
CITY OF BALTIMORE, )

On this <sup>28<sup>th</sup></sup> day of July 1980, before me personally appeared G. J. Johnston, to me personally known, who, being by me duly sworn, says that he is an ~~Assistant~~ Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation, and that said instrument was signed and sealed on behalf of said banking 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 banking corporation.

  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires 7/1/82

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

On this            day of July 1980, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is President of GREAT LAKES CARBON 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.

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Notary Public

[Notarial Seal]

My Commission expires

## SCHEDULE I

Allocation Schedule  
of Each \$1,000,000 of 14-3/4% CSA Indebtedness  
Payable in Installments

<u>Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Remaining Balance</u>
1/2/81	\$ *	\$ *	\$ .00	\$1,000,000.00
7/2/81	80,234.03	73,750.00	6,484.03	993,515.97
1/2/82	80,234.03	73,271.80	6,962.23	986,553.74
7/2/82	80,234.03	72,758.34	7,475.69	979,078.05
1/2/83	80,234.03	72,207.01	8,027.02	971,051.03
7/2/83	80,234.03	71,615.01	8,619.02	962,432.01
1/2/84	80,234.03	70,979.36	9,254.67	953,177.34
7/2/84	80,234.03	70,296.83	9,937.20	943,240.14
1/2/85	80,234.03	69,563.96	10,670.07	932,570.07
7/2/85	80,234.03	68,777.04	11,456.99	921,113.08
1/2/86	80,234.03	67,932.09	12,301.94	908,811.14
7/2/86	80,234.03	67,024.82	13,209.21	895,601.93
1/2/87	80,234.03	66,050.64	14,183.39	881,418.54
7/2/87	80,234.03	65,004.62	15,229.41	866,189.13
1/2/88	80,234.03	63,881.45	16,352.58	849,836.55
7/2/88	80,234.03	62,675.45	17,558.58	832,277.97
1/2/89	80,234.03	61,380.50	18,853.53	813,424.44
7/2/89	80,234.03	59,990.05	20,243.98	793,180.46
1/2/90	98,063.80	58,497.06	39,566.74	753,613.72
7/2/90	98,063.80	55,579.01	42,484.79	711,128.93
1/2/91	98,063.80	52,445.76	45,618.04	665,510.89
7/2/91	74,809.67	49,081.43	25,728.24	639,782.65
1/2/92	74,809.67	47,183.97	27,625.70	612,156.95
7/2/92	74,809.67	45,146.58	29,663.09	582,493.86
1/2/93	74,809.67	42,958.92	31,850.75	550,643.11
7/2/93	74,809.67	40,609.93	34,199.74	516,443.37
1/2/94	74,809.67	38,087.70	36,721.97	479,721.40
7/2/94	74,809.67	35,379.45	39,430.22	440,291.18
1/2/95	74,809.67	32,471.48	42,338.19	397,952.99
7/2/95	74,809.67	29,349.03	45,460.64	352,492.35
1/2/96	74,809.67	25,996.31	48,813.36	303,678.99
7/2/96	74,809.67	22,396.33	52,413.34	251,265.65
1/2/97	74,809.67	18,530.84	56,278.83	194,986.82
7/2/97	74,809.67	14,380.28	60,429.39	134,557.43
1/2/98	74,809.67	9,923.61	64,886.06	69,671.37
7/2/98	74,809.64	5,138.27	69,671.37	.00
	<u>\$2,780,314.93</u>	<u>\$1,780,314.93</u>	<u>\$1,000,000.00</u>	

\* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

ANNEX B  
TO

CONDITIONAL SALE AGREEMENT

This Annex B replaces the original  
Annex B to the Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Place and Assumed Time of Delivery</u>
Trinity Industries, Inc.	100-ton Covered Triple Hopper	L 153	HC3-47-1	Dallas, Texas	65	\$44,500	\$2,892,500	GLCX 8000-8009, 8011-8019, 8021-8024, 8027-8028, 8031-8033, 8036-8047, 8049-8051, 8054, 8056, 8165-8184	May 1980, F.O.B. Builder's Plant

SCHEDULE A TO LEASE

This Schedule A replaces the original  
Schedule A to the Lease

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Place and Assumed Time of Delivery</u>
Trinity Industries, Inc.	100-ton Covered Hopper	L 153	HC3-47-1	Dallas, Texas	65	\$44,500	\$2,892,500	GLCX 8000-8009, 8011-8019, 8021-8024, 8027-8028, 8031-8033, 8036-8047, 8049-8051, 8054, 8056, 8165-8184	May 1980, F.O.B. Builder's Plant