

4-363A049

No. DEC 28 1984

Date

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ICC Washington, D.C.

RECORDATION NO. 14468-A
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INTERSTATE COMMERCE COMMISSION
MOTOR OPERATING UNIT
RECORDATION NO. 14468-B
FILED 1485

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14468-B

14468-B

Agatha Mergenovich
Interstate Commerce Commission
Washington, D. C.

DEC 28 1984 12 20 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of 49 USC 11303(a) are the original and two counterparts of a First Amendment to Equipment Lease dated as of December 10, 1984 and a Second Amendment to Equipment Lease dated as of December 14, 1984. The Equipment Lease to which said First Amendment and Second Amendment relate is dated as of November 2, 1984 and was filed with your office at 10:45 A.M. on November 7, 1984 and given Recordation No. 14468. Said First Amendment and Second Amendment are secondary documents.

A general description of the railroad cars covered by the enclosed First Amendment is set forth in Schedule A-1 attached to this letter and made a part hereof and a general description of the railroad cars covered by the enclosed Second Amendment is set forth in Schedule A-2 attached to this letter and made a part hereof. All such cars are intended for use related to interstate commerce.

The names and addresses of the parties are:

Lessor: The Bank of New York
48 Wall Street
New York, New York 10015
Lessee: General American Transportation
Corporation
120 So. Riverside Plaza
Chicago, Illinois 60606

The undersigned acted as special counsel in connection with the enclosed document and has knowledge of the matters set forth therein.

Please return the original and one copy of the Security Agreement-Trust Deed to Larry Elkins, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$50,000 covering the required recording fee.

A short summary of the enclosed primary document to appear in the Index follows:

(GATC No. 84-1)

C.F. Kasper

C. Dumbly

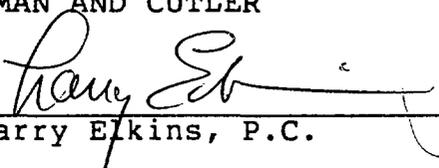
First Amendment to Equipment Lease between The Bank of New York, as Lessor, 48 Wall Street, New York, New York 10015 and General American Transportation Corporation, as Lessee, 120 So. Riverside Plaza, Chicago, Illinois 60606, covering 13 tank cars.

Second Amendment to Equipment Lease between The Bank of New York, as Lessor, 48 Wall Street, New York, New York 10015 and General American Transportation Corporation, as Lessee, 120 So. Riverside Plaza, Chicago, Illinois 60606, covering 23 tank cars.

Very truly yours,

CHAPMAN AND CUTLER

By


Larry Elkins, P.C.

Enclosures

SCHEDULE A-1

<u>CLASSIFICATION AND DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>QUANTITY</u>	<u>LESSEE'S IDENTIFICATION NUMBER</u>	<u>PURCHASE PRICE PER ITEM OF EQUIPMENT</u>
DOT 111A100-W-1 10,803 gal. Lithcote Lining Lacquer	Trinity Industries, Inc.	1	65712	\$49,406.00
DOT 111A100-W-1 13,818 gal. Galacor Lining Slurry	Trinity Industries, Inc.	9	22065 22068-22070 22074-22078	\$44,898.00
DOT 111A100-W-1 13,328 gal. Sulphuric	Trinity Industries, Inc.	3	18366-18367 18370	\$36,813.00

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14468-A

AMENDMENT NO. 1 ("AMENDMENT"), dated as of December 10, 1984, between The Bank of New York (the "Lessor") and General American Transportation Corporation (the "Lessee") to the Equipment Lease ("Lease"), dated as of November 2, 1984, by and between the Lessor and the Lessee.

The Lessee and the Lessor hereby agree as follows:

1. Capitalized terms used in this Amendment shall have the same meanings as defined in the Lease.

2. Exhibit A to the Lease is hereby amended by adding thereto the Items of Equipment identified on Exhibit A-1 attached hereto. The "Purchase Price" shall be equal to the sum of the prices listed on Exhibits A and A-1.

3. Upon execution of this Amendment and the acquisition by the Lessor of the Items of Equipment listed on Exhibit A-1 from the Lessee, the Lessor agrees to lease the Items of Equipment listed in Exhibit A-1 to the Lessee and the Lessee agrees to lease such Items of Equipment from the Lessor on the terms and conditions set forth in the Lease.

4. The Lessee acknowledges that it has inspected the Items of Equipment listed on Exhibit A-1 attached hereto and that, subject to this Section 4, such Items of Equipment meet all of the Lessee's specifications therefor, and the Lessee agrees that it will accept delivery thereof and execute and deliver to the Lessor a Certificate of Acceptance substantially in the form of Exhibit D to the Lease on the Second Settlement Date (as hereinafter defined).

It is contemplated that the Items of Equipment listed on Exhibit A-1 leased under the lease as amended by this Amendment will be delivered and accepted on a date (the

"Second Settlement Date") on or before December 10, 1984 upon which such Items of Equipment shall be acquired by the Lessor and leased to the Lessee under the Lease as amended by this Amendment.

The Lessee's execution and delivery to the Lessor of a Certificate of Acceptance with respect to the Items of Equipment listed on Exhibit A-1 shall conclusively establish that, as between the Lessor and the Lessee, but without affecting the Lessee's rights, if any, against any Manufacturer, each such Item of Equipment listed on Exhibit A-1 is acceptable to and accepted by the Lessee under the Lease, as amended hereby, notwithstanding any defect in design, manufacture, condition or in any other respect, and each such Item of Equipment is in good order and condition, conforms to the Lessee's specifications, and is marked in accordance with Section 4.2 of the Lease. The Lessee shall be deemed to represent all of the foregoing as of the date of such acceptance.

5. The Fixed Rental to be paid by the Lessee to the Lessor pursuant to Section 2.1 of the Lease is hereby amended to be equal to a sum equal to ^{6.0796359} ~~1/8~~ of the Purchase Price.

6. The obligation of the Lessor to acquire and lease the Equipment listed on Exhibit A-1 is subject to the Lessee providing to the Lessor prior to the Second Settlement Date the following items:

(a) Certificates of insurance as required by Section 3.3 of the Lease.

(b) A resolution executed by each general partner of the Lessee authorizing the execution and delivery by one

of said general partners of this Amendment and all documents required to be executed and delivered by the Lessee hereunder, and containing a specimen of the signature of said general partner.

(c) A Bill of Sale and other documents required pursuant to Section 3.5 of the Lease.

(d) A favorable opinion of ^{John Levin} ~~Leboeuf, Lamb, Leiby & Maeser~~, counsel to the Lessee, to the same extent as required by Section 3.6⁷ but referring therein to the Lease as amended by this Amendment.

(e) A Compliance Certificate as required by Section 3.7 of the Lease.

(f) An Equipment description as required by Section 3.8 of the Lease.

(g) Proceedings and documentation in accordance with Section 3.10 of the Lease.

7. Lessee hereby covenants and agrees that it will promptly record this Amendment No. 1 with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303.

8. Lessor and Lessee further agree that the Assignment of Warranties, dated as of November 2, 1984, between the Lessee, as assignor thereunder, and the Lessor, as assignee thereunder, is hereby amended as follows: (i) any and all references therein to the Lease shall be deemed to mean the Lease as amended by this Amendment No. 1, and as same may be further amended from time to time, and (ii) any

and all references therein to Settlement Date shall be deemed to include the Second Settlement Date.

9. All other terms and conditions of the Lease and the Assignment of Warranties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their respective duly authorized officers as of the date first above written.

THE BANK OF NEW YORK

By: *Robert E. Perkins*
Title: *Vice President*

GENERAL AMERICAN TRANSPORTATION
CORPORATION

By: *J.R. Moran*
Title: *Senior Vice President*

SCHEDULE A-1

<u>CLASSIFICATION AND DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>QUANTITY</u>	<u>LESSEE'S IDENTIFICATION NUMBER</u>	<u>PURCHASE PRICE PER ITEM OF EQUIPMENT</u>
DOT 111A100-W-1 10,803 gal. Lithcote Lining Lacquer	Trinity Industries, Inc.	1	65712	\$49,406.00
DOT 111A100-W-1 13,818 gal. Tallicor Lining Slurry	Trinity Industries, Inc.	9	22065 22068-22070 22074-22078	\$44,898.00
DOT 111A100-W-1 13,328 gal. Sulphuric	Trinity Industries, Inc.	3	18366-18367 18370	\$36,813.00

SCHEDULE A-2

<u>CLASSIFICATION AND DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>QUANTITY</u>	<u>LESSEE'S IDENTIFICATION NUMBER</u>	<u>PURCHASE PRICE PER ITEM OF EQUIPMENT</u>
DOT 111A100-W-1 10,803 Gal. Lithcote Lining Lacquer	Trinity Industries, Inc.	3	65713-65715	\$49,406.00
DOT 111A100-W-1 13,818 Gal. Talfcor Lining Slurry	Trinity Industries, Inc.	9	22079, 22080, 22082, 22084-22087 22089, 22092	\$44,898.00
DOT 111A100-W-2 13,328 Gal. Sulphuric	Trinity Industries, Inc.	6	18364, 18368 18369, 18371 18373, 18377	\$36,813.00
DOT 111A100-W-1 26,000 Gal. Naphtha	Trinity Industries, Inc.	5	17848, 17850 17851, 17853 17855	\$40,182.00