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2-196A086

RECORDATION NO. 13626-D
Filed 1425
No. 13626-D
Date JUL 15 1982
Fee \$ 10.00

JUL 15 1982-11 45 AM

ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

Amendment Agreement Dated as of July 12, 1982
Amending Conditional Sale Agreement
Filed under Recordation No. 13626 and
Lease Filed under Recordation No. 13626-B

RECEIVED
JUL 15 11 37 AM '82
FEE PERATION
I.C.C.

July 14 1982

Dear Ms. Mergenovich:

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

Amendment Agreement dated as of July 12, 1982, among General American Transportation Corporation, as Lessee and as Builder, First Security Bank of Utah, N.A., as Trustee, and Mercantile-Safe Deposit and Trust Company, as Agent.

The Amendment Agreement amends a Conditional Sale Agreement dated as of April 1, 1982, previously filed and recorded with the Interstate Commerce Commission on April 21, 1982, at 1:40 p.m., Recordation Number 13626 and a Lease of Railroad Equipment dated as of April 1, 1982, previously filed and recorded as above with the Interstate Commerce Commission on April 21, 1982, at 1:40 p.m., Recordation Number 13626-B.

County Clerk Marko Luning 7/15/82

The Amendment Agreement amends the Conditional Sale Agreement and the Lease to add 10 Ethanol Tank Cars.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 13626-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,

Laurance V. Goodrich
Laurance V. Goodrich
as Agent for General American
Transportation Corporation.

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

Encls.

95A

Interstate Commerce Commission

Washington, D.C. 20423

7/15/82

OFFICE OF THE SECRETARY

**Laurance V. Goodrich
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005**

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 **7/15/82** at **11:45am**, and assigned re-
recording number (s). **13626-D**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 13626-2 Filed 1425

[CS&M Ref. 1629-037]

JUL 15 1982 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of July 12, 1982, among GENERAL AMERICAN TRANSPORTATION CORPORATION ("Lessee" or "Builder"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for NEW YORK LIFE INSURANCE COMPANY ("Investor"), FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee ("Trustee") under a Trust Agreement dated as of April 1, 1982, with WESTINGHOUSE CREDIT CORPORATION ("Owner").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement dated as of April 1, 1982 ("CSA"), and the Builder and the Agent have entered into an Agreement and Assignment dated as of April 1, 1982 ("CSA Assignment");

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 1, 1982 ("Lease"), and the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of April 1, 1982 ("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 April 21, 1982, and were assigned recordation number 13626;

WHEREAS the parties hereto desire to amend Annex B to the CSA and Schedule A to the Lease to add 10 units of Equipment (as defined in the CSA);

WHEREAS the Owner has authorized and instructed the Trustee to execute this Amendment Agreement;

WHEREAS the Investor has authorized and instructed the Agent to execute this Amendment Agreement;

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

1. The CSA and the Lease are hereby amended to add to Annex B to the CSA and Schedule A to the Lease the following units of Equipment:

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>
Ethanol Tank Cars	DOT 111A 100W-1	29,200 gal.	Sharon, Pa.	10

<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery for All Units</u>
GATX 21173 through GATX 21182	\$57,250	\$ 572,500	July 1982 F.O.B. Builder's Plant

2. 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.

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

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

5. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

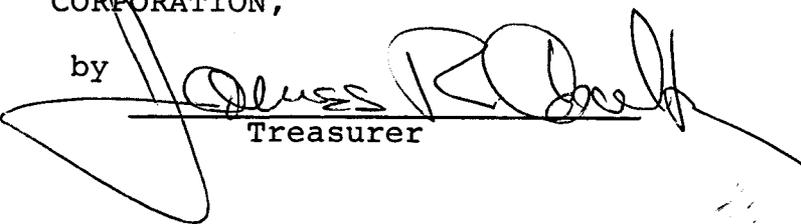
6. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

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.

GENERAL AMERICAN TRANSPORTATION CORPORATION,

by


Treasurer

[Corporate Seal]

Attest:


Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, but solely as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Assistant Corporate Trust Officer

FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

AMENDMENT AGREEMENT dated as of July 12, 1982, among GENERAL AMERICAN TRANSPORTATION CORPORATION ("Lessee" or "Builder"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for NEW YORK LIFE INSURANCE COMPANY ("Investor"), FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee ("Trustee") under a Trust Agreement dated as of April 1, 1982, with WESTINGHOUSE CREDIT CORPORATION ("Owner").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement dated as of April 1, 1982 ("CSA"), and the Builder and the Agent have entered into an Agreement and Assignment dated as of April 1, 1982 ("CSA Assignment");

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 1, 1982 ("Lease"), and the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of April 1, 1982 ("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 April 21, 1982, and were assigned recordation number 13626;

WHEREAS the parties hereto desire to amend Annex B to the CSA and Schedule A to the Lease to add 10 units of Equipment (as defined in the CSA);

WHEREAS the Owner has authorized and instructed the Trustee to execute this Amendment Agreement;

WHEREAS the Investor has authorized and instructed the Agent to execute this Amendment Agreement;

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

1. The CSA and the Lease are hereby amended to add to Annex B to the CSA and Schedule A to the Lease the following units of Equipment:

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>
Etanol Tank Cars	DOT 111A 100W-1	29,200 gal.	Sharon, Pa.	10

<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery for All Units</u>
GATX 21173 through GATX 21182	\$57,250	\$ 572,500	July 1982 F.O.B. Builder's Plant

2. 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.

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

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

5. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

6. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

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.

GENERAL AMERICAN TRANSPORTATION CORPORATION,

by

Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, but solely as Agent,

by



Assistant Vice President

[Corporate Seal]

Attest:



Assistant Corporate Trust Officer

FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

AMENDMENT AGREEMENT dated as of July 12, 1982, among GENERAL AMERICAN TRANSPORTATION CORPORATION ("Lessee" or "Builder"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for NEW YORK LIFE INSURANCE COMPANY ("Investor"), FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee ("Trustee") under a Trust Agreement dated as of April 1, 1982, with WESTINGHOUSE CREDIT CORPORATION ("Owner").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement dated as of April 1, 1982 ("CSA"), and the Builder and the Agent have entered into an Agreement and Assignment dated as of April 1, 1982 ("CSA Assignment");

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 1, 1982 ("Lease"), and the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of April 1, 1982 ("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 April 21, 1982, and were assigned recordation number 13626;

WHEREAS the parties hereto desire to amend Annex B to the CSA and Schedule A to the Lease to add 10 units of Equipment (as defined in the CSA);

WHEREAS the Owner has authorized and instructed the Trustee to execute this Amendment Agreement;

WHEREAS the Investor has authorized and instructed the Agent to execute this Amendment Agreement;

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

1. The CSA and the Lease are hereby amended to add to Annex B to the CSA and Schedule A to the Lease the following units of Equipment:

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>
Ethanol Tank Cars	DOT 111A 100W-1	29,200 gal.	Sharon, Pa.	10
<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery for All Units</u>	
GATX 21173 through GATX 21182	\$57,250	\$ 572,500	July 1982 F.O.B. Builder's Plant	

2. 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.

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

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

5. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

6. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

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.

GENERAL AMERICAN TRANSPORTATION CORPORATION,

by

Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, but solely as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Assistant Corporate Trust Officer

FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Trustee,

by

R. Clanton
Authorized Officer

[Corporate Seal]

Attest:

Be
Authorized Officer

STATE OF ILLINOIS,)
) ss.:
 COUNTY OF COOK,)

On this day of July 1982, before me personally appeared , to me personally known, who being by me duly sworn, says that he is the Treasurer of General American Transportation Corporation, that one of the seals 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 the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

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

On this day of July 1982, before me personally appeared Russell E. Schreiber, 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 seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, and he acknowledge that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

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

On this 13th day of July 1982, before me personally appeared T L Clayton, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said Bank and 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.

Randy B. M... ..
Notary Public

[Notarial Seal]

My Commission Expires 2-9-85