

CRAVATH, SWAINE & MOORE

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WUI 620976

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CABLE ADDRESSES
CRAVATH N Y
CRAVATH, PARIS
CRAVATH LONDON E C 2

RECORDED IN NY
JUL 21 1980
INTERSTATE COMMERCE COMMISSION

August 1, 1980

Green Covers

Amendment Agreement Dated as of July 15, 1980
Amending Conditional Sale Agreement
Filed under Recordation No. 11945 and
Lease Filed under Recordation No. 11945-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 New England Merchants Leasing Corporation B-7, 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 June 27, 1980, at 3:15 p.m., Recordation Number 11945 and a Lease of Railroad Equipment dated as of May 15, 1980, previously filed and recorded as above with the Interstate Commerce Commission on June 27, 1980, at 3:15 p.m., Recordation Number 11945-B.

The Amendment Agreement amends the Conditional Sale

*Miss Fee -
has one in
11945-B
E. C. Brown*

Agreement and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease.

→ Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 11945-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.

RECEIVED
MAY 19 1977

11945-A
REGISTRATION NO. Filed 1980
July 31 1980 2:55 PM
...MISSION

[CS&M Ref. 3909-033C]

AMENDMENT AGREEMENT dated as of July 15, 1980, among NEW ENGLAND MERCHANTS LEASING CORPORATION B-7 (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 June 27, 1980, at 3:15 p.m. and were assigned recordation numbers 11945, 11945-A, 11945-B and 11945-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 June 30, 1980, and exceeded an aggregate Purchase Price of \$3,782,500; 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;

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

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

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

3. 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.

4. 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.

5. 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.

NEW ENGLAND MERCHANTS LEASING CORPORATION B-7,

[Corporate Seal]

Attest:

Thomas C. Carley
Assistant Clerk

by

[Signature]
Vice President

td

GREAT LAKES CARBON CORPORATION,

[Corporate Seal]

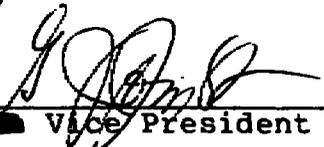
Attest:

by

President

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

[Corporate Seal]

by 

Vice President

Attest:


Corporate Trust Officer

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, 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

COMMONWEALTH OF MASSACHUSETTS,)
) ss.:
COUNTY OF SUFFOLK,)

On this *31st* day of July 1980, before me personally appeared *E. F. McCulloch, Jr.*, to me personally known, who, being by me duly sworn, says that he is ~~the~~ President of NEW ENGLAND MERCHANTS LEASING CORPORATION B-7, 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.

[Signature]

Notary Public

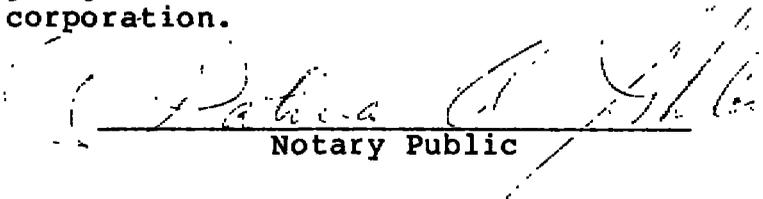
[Notarial Seal]

My Commission expires

August 6, 1981

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

On this ~~30th~~ 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, 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

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 Specifications</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	85	\$44,500	\$3,782,500	GLCX 8105, 8113, 8127- 8164, 8185- 8229.	May 1980, F.O.B. Builder's Plant

EXHIBIT A

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 Specifications</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	85	\$44,500	\$3,782,500	GLCX 8105, 8113, 8127- 8164, 8185- 8229.	May 1980, F.O.B. Builder's Plant