

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

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FEE OPERATION BR. I.C.C.

RECORDATION NO. 11500-*D*  
Filed 1425

MAY 1 1980 - 1:30 PM

No. 0-122A065

No.

Date MAY 1 1980

Fee \$ 10.00

ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

COUNSEL

CARLYLE E. MAW  
ALBERT R. CONNELLY  
FRANK H. DETWEILER  
GEORGE G. TYLER

ROSWELL L. GILPATRICK  
L. R. BRESLIN, JR.  
GEORGE B. TURNER  
JOHN H. MORSE  
HAROLD R. MEDINA, JR.  
CHARLES R. LINTON  
ALLEN H. MERRILL

PLACE DE LA CONCORDE  
78008 PARIS, FRANCE  
TELEPHONE: 269-61-64  
TELEX: 290530

33 THROGMORTON STREET  
LONDON, EC2N 2SR, ENGLAND  
TELEPHONE 01-606-1421

TELEX: 6814901

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

MAURICE T. MOORE  
WILLIAM S. MARSHALL  
RALPH L. MCAFEE  
ROYALL VICTOR  
HENRY W. DEKOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIORDAN  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
FRANCIS F. RANDOLPH, JR.  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN  
JAMES H. DUFFY  
ALAN J. HRUSKA  
JOHN E. YOUNG

JAMES M. EDWARDS  
DAVID G. ORMSBY  
DAVID L. SCHWARTZ  
RICHARD J. NIEGEL  
FREDERICK A. O. SCHWARZ, JR.  
CHRISTINE BESHAR  
ROBERT S. RIFKIND  
DAVID BOIES  
DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON  
RICHARD L. HOFFMAN  
JOSEPH A. MULLINS  
MAX R. SHULMAN

April 24, 1980

Amendment Agreement Dated as of March 3, 1980  
Amending Conditional Sale Agreement  
Filed under Recordation No. 11500 and  
Lease Filed under Recordation No. 11500-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 General American Transportation Corporation for filing and recordation counterparts of the following document:

Amendment Agreement dated as of March 3, 1980, among General American Transportation Corporation, as Lessee and as Builder, The Connecticut Bank 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 February 15, 1980, previously filed and recorded with the Interstate Commerce Commission on February 15, 1980, at 4:15 p.m., Recordation Number 11500 and a Lease of Railroad Equipment dated as of February 15, 1980, previously filed and recorded as above with the Interstate Commerce Commission on February 15, 1980, at 4:15 p.m., Recordation Number 11500-B.

The Amendment Agreement amends the Conditional

*Ms. Lee -  
I think this will  
see 11500-D*

*Overly  
C. Overly*

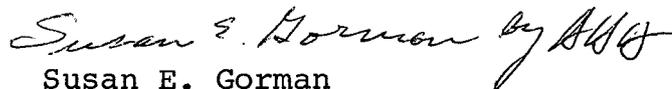
Sale Agreement and the Lease due to changes in the equipment cost.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 11500-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 General American  
Transportation Corporation

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

Encl.

RECORDATION NO. 11500-2 Filed 1425

MAY 1 1980 - 1:30 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of March 3, 1980, among GENERAL AMERICAN TRANSPORTATION CORPORATION (hereinafter sometimes called the "Lessee" or the "Builder"), THE CONNECTICUT BANK AND TRUST COMPANY (the "Agent") acting as Agent for CONNECTICUT GENERAL LIFE INSURANCE COMPANY (the "Investor") and NEW ENGLAND MERCHANTS LEASING CORPORATION B-7 (the "Vendee").

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement dated as of February 15, 1980 (the "CSA");

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

WHEREAS the CSA and the Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 15, 1980, and were assigned recordation numbers 11500 and 11500-A, respectively;

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

WHEREAS the Vendee and the Agent have entered into

an Assignment of Lease and Agreement dated as of February 15, 1980 (the "Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 15, 1980, and were assigned recordation numbers 11500-B and 11500-C, respectively;

WHEREAS the parties hereto have agreed, subject to the terms and conditions hereof, to amend the CSA, the Assignment, the Lease and the Lease Assignment as hereinafter provided; and

WHEREAS the Investor has authorized and instructed the Agent to execute this Amendment Agreement as evidenced by its instruction attached hereto.

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

1. Item 5 to Annex A to Conditional Sale Agreement is hereby deleted and the following is substituted therefor:

"Item 5. The Maximum Purchase Price referred to in Article 4 of this Agreement is \$8,856,683.00."

2. Item 6 to Annex A to Conditional Sale Agreement is hereby deleted and the following is substituted

therefor:

"Item 6. The Maximum CSA Indebtedness referred to in Article 4 of this Agreement is \$5,000,000.00."

3. Schedule I to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit A hereto.

4. Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit B hereto. *14e HS*

5. The Lease is hereby amended by deleting the Semi-Annual Lease Factor of 3.966733% which appears in the first paragraph of § 3 of the Lease and substituting therefore the Semi-Annual Lease Factor of 3.996850%.

6. Schedule A to the Lease is hereby amended and restated in its entirety as shown in Exhibit C hereto. *#5*

7. The 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.

8. The Lessee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of § 15 of the Lease.

9. Except as amended hereby, the CSA, the Lease, the Assignment and the Lease Assignment shall remain unaltered

and in full force and effect.

10. 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 Commonwealth of Massachusetts; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

11. 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.

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 At. Alachne  
Treasurer

[Corporate Seal]

Attest:

John M. Janeway  
Assistant Secretary

NEW ENGLAND MERCHANTS LEASING  
CORPORATION B-7,

by

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

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Clerk

THE CONNECTICUT BANK AND TRUST  
COMPANY, as Agent,

by

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

[Corporate Seal]

Attest:

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

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

On this 22 day of April 1980, before me personally appeared ALFRED S. ACTSCHUL, to me personally known, who being by me duly sworn, says that he is a 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.

*Edith J. Richards*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires  
2-7-83

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

On this \_\_\_\_\_ day of April 1980, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is a \_\_\_\_\_ 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 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 CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this            day of April 1980, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instruments 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

INSTRUCTION OF INVESTOR TO AGENT

The Connecticut Bank and  
Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Participation Agreement dated as of February 15, 1980, between the undersigned, certain other parties and you, as Agent (the "Participation Agreement"). We instruct you to enter into an Amendment Agreement dated as of March 3, 1980, amending the CSA, the Lease, the Assignment and the Lease Assignment (as each is defined in the Participation Agreement) in the form to which this instruction is attached.

Very truly yours,

CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY

by

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

## SCHEDULE I

Allocation Schedule of each \$1,000,000  
of 12-7/8% CSA Indebtedness Payable in Installments

<u>Payment Date</u>	<u>Principal Recovery</u>	<u>Interest Payment</u>	<u>Debt Services</u>	<u>Remaining Principal Balance</u>
7/5/80	.00	*	*	1,000,000.00
1/5/81	6,422.67	64,375.00	70,797.67	993,577.33
7/5/81	6,836.13	63,961.54	70,797.67	986,741.20
1/5/82	7,276.21	63,521.46	70,797.67	979,464.99
7/5/82	7,744.61	63,053.06	70,797.67	971,720.38
1/5/83	8,243.17	62,554.50	70,797.67	963,477.21
7/5/83	8,773.82	62,023.85	70,797.67	954,703.39
1/5/84	9,338.64	61,459.03	70,797.67	945,364.75
7/5/84	9,939.81	60,857.86	70,797.67	935,424.94
1/5/85	10,579.69	60,217.98	70,797.67	924,845.25
7/5/85	11,260.76	59,536.91	70,797.67	913,584.49
1/5/86	11,985.67	58,812.00	70,797.67	901,598.82
7/5/86	12,757.25	58,040.42	70,797.67	888,841.57
1/5/87	13,578.49	57,219.18	70,797.67	875,263.08
7/5/87	14,452.61	56,345.06	70,797.67	860,810.47
1/5/88	15,383.00	55,414.67	70,797.67	845,427.47
7/5/88	16,373.28	54,424.39	70,797.67	829,054.19
1/5/89	17,427.30	53,370.37	70,797.67	811,626.89
7/5/89	18,549.19	52,248.48	70,797.67	793,077.70
1/5/90	19,743.29	51,054.38	70,797.67	773,334.41
7/5/90	21,014.27	49,783.40	70,797.67	752,320.14
1/5/91	22,367.06	48,430.61	70,797.67	729,953.08
7/5/91	23,806.94	46,990.73	70,797.67	706,146.14
1/5/92	25,339.51	45,458.16	70,797.67	680,806.63
7/5/92	26,970.74	43,826.93	70,797.67	653,835.89
1/5/93	28,706.98	42,090.69	70,797.67	625,128.91
7/5/93	30,554.99	40,242.68	70,797.67	594,573.92
1/5/94	32,521.97	38,275.70	70,797.67	562,051.95
7/5/94	34,615.57	36,182.10	70,797.67	527,436.38
1/5/95	36,843.95	33,953.72	70,797.67	490,592.43
7/5/95	39,215.78	31,581.89	70,797.67	451,376.65
1/5/96	41,740.30	29,057.37	70,797.67	409,636.35
7/5/96	44,427.33	26,370.34	70,797.67	365,209.02
1/5/97	47,287.34	23,510.33	70,797.67	317,921.68
7/5/97	50,331.46	20,466.21	70,797.67	267,590.22
1/5/98	53,571.55	17,226.12	70,797.67	214,018.67

<u>Payment Date</u>	<u>Principal Recovery</u>	<u>Interest Payment</u>	<u>Debt Services</u>	<u>Remaining Principal Balance</u>
7/5/98	57,020.22	13,777.45	70,797.67	156,998.45
1/5/99	60,690.89	10,106.78	70,797.67	96,307.56
7/5/99	64,597.87	6,199.80	70,797.67	31,709.69
1/5/ 0	15,360.46	2,041.31	17,401.77	16,349.23
7/5/ 0	16,349.23	1,052.48	17,401.71	.00
	<u>1,000,000.00</u>	<u>1,725,114.94</u>	<u>2,275,114.94</u>	

---

\* Interest at the rate of 12-7/8% per annum from and including the applicable Closing Date to the extent accrued and not theretofore paid, calculated as provided in Article 4 of the CSA.

ANNEX B  
TO  
CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<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>
100-ton tank cars	DOT 105A 500W	20,000 gal.	Sharon, PA.	8	GATX 300515 to 300521, GATX 300582	\$74,725	\$597,800	Feb-June 1980 F.O.B. Builder's Plant
100-ton tank car	DOT 111A 60W-1	23,150 gal.	Sharon, PA.	1	GATX 300522	54,583	54,583	
100-ton tank cars	DOT 111A 60W-1	13,650 gal.	Sharon, PA.	10	GATX 300527 to 300535, GATX 300583	46,960	469,600	
100-ton tank cars	DOT 111A 60W-1	20,000 gal.	Sharon, PA.	10	GATX 300536 to 300545	52,490	524,900	
100-ton tank cars	DOT 111A 60W-1	10,000 gal.	Sharon, PA.	50	GATX 300398 to 300447	42,645	2,132,250	
100-ton tank cars	DOT 111A 60W-1	20,000 gal.	Sharon, PA.	12	GATX 300547 to 300558	52,768	633,216	
100-ton tank cars	DOT 111A 100W-1	23,150 gal.	Sharon, PA.	25	GATX 300453 to 300477	55,365	1,384,125	
100-ton tank car	DOT 111A 100W-2	13,350 gal.	Sharon, PA.	1	GATX 300478	42,330	42,330	

EXHIBIT B

EXHIBIT A (continued)

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<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>
100-ton tank cars	DOT 111A 60W-2	20,000 gal.	Sharon, PA.	20	GATX 300479 to 300498	52,490	1,049,800	
100-ton tank cars	DOT 105A 500-W	90 ton	Sharon, PA.	15	GATX 300561 to 300574 GATX 300584	57,655	864,825	
100-ton tank cars	DOT 111A 100W-1	26,000 gal.	Sharon, PA.	7	GATX 300576 to 300581, GATX 300585	50,535	353,745	
				<u>159</u>			<u>\$8,107,174</u>	

Lease of Railroad Equipment

## SCHEDULE A

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>
100 Ton Tank Cars	8	GATX 300515 to 300521, GATX 300582
100 Ton Tank Cars	1	GATX 300522
100 Ton Tank Cars	10	GATX 300527 to 300535, GATX 300583
100 Ton Tank Cars	10	GATX 300536 to 300545
100 Ton Tank Cars	50	GATX 300398 to 300447
100 Ton Tank Cars	12	GATX 300547 to 300558
100 Ton Tank Cars	25	GATX 300453 to 300477
100 Ton Tank Cars	1	GATX 300478
100 Ton Tank Cars	20	GATX 300479 to 300498
100 Ton Tank Cars	15	GATX 300561 to 300574, GATX 300584
100 Ton Tank Cars	7	GATX 300576 to 300581, GATX 300585

Consent and Agreement

The undersigned, NEW ENGLAND MERCHANTS LEASING CORPORATION, a Massachusetts Corporation (the "Owner Parent"), the Owner Parent named in the Participation Agreement dated as of February 15, 1980, (the "Participation Agreement") hereby consents to all the terms and conditions of the Amendment Agreement dated as of March 3, 1980, amending the CSA, the Lease, the Assignment and the Lease Assignment (as each is defined in the Participation Agreement) in the form to which this Consent and Agreement is attached.

Very truly yours,

NEW ENGLAND MERCHANTS  
LEASING CORPORATION,

by

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Dated:

\_\_\_\_\_

AMENDMENT AGREEMENT dated as of March 3, 1980, among GENERAL AMERICAN TRANSPORTATION CORPORATION (hereinafter sometimes called the "Lessee" or the "Builder"), THE CONNECTICUT BANK AND TRUST COMPANY (the "Agent") acting as Agent for CONNECTICUT GENERAL LIFE INSURANCE COMPANY (the "Investor") and NEW ENGLAND MERCHANTS LEASING CORPORATION B-7 (the "Vendee").

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement dated as of February 15, 1980 (the "CSA");

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

WHEREAS the CSA and the Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 15, 1980, and were assigned recordation numbers 11500 and 11500-A, respectively;

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

WHEREAS the Vendee and the Agent have entered into

an Assignment of Lease and Agreement dated as of February 15, 1980 (the "Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 15, 1980, and were assigned recordation numbers 11500-B and 11500-C, respectively;

WHEREAS the parties hereto have agreed, subject to the terms and conditions hereof, to amend the CSA, the Assignment, the Lease and the Lease Assignment as hereinafter provided; and

WHEREAS the Investor has authorized and instructed the Agent to execute this Amendment Agreement as evidenced by its instruction attached hereto.

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

1. Item 5 to Annex A to Conditional Sale Agreement is hereby deleted and the following is substituted therefor:

"Item 5. The Maximum Purchase Price referred to in Article 4 of this Agreement is \$8,856,683.00."

2. Item 6 to Annex A to Conditional Sale Agreement is hereby deleted and the following is substituted

therefor:

"Item 6. The Maximum CSA Indebtedness referred to in Article 4 of this Agreement is \$5,000,000.00."

3. Schedule I to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit A hereto.

4. Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit B hereto.

5. The Lease is hereby amended by deleting the Semi-Annual Lease Factor of 3.966733% which appears in the first paragraph of § 3 of the Lease and substituting therefore the Semi-Annual Lease Factor of 3.996850%.

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

7. The 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.

8. The Lessee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of § 15 of the Lease.

9. Except as amended hereby, the CSA, the Lease, the Assignment and the Lease Assignment shall remain unaltered

and in full force and effect.

10. 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 Commonwealth of Massachusetts; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

11. 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.

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

[Corporate Seal]

\_\_\_\_\_  
Treasurer

Attest:

\_\_\_\_\_  
Assistant Secretary



[Corporate Seal]

NEW ENGLAND MERCHANTS LEASING CORPORATION B-7,

by

Vice President

Attest:

Assistant Clerk

THE CONNECTICUT BANK AND TRUST COMPANY, as Agent,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

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

On this \_\_\_\_\_ day of April 1980, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is a \_\_\_\_\_ 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

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

On this <sup>28<sup>th</sup></sup> day of April 1980, before me personally appeared PAUL D. DEAN III, to me personally known, who being by me duly sworn, says that he is a VICE 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 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.

Thomas C. Pawley  
Notary Public

[Notarial Seal]

My Commission Expires 6/12/81



STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this            day of April 1980, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instruments 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

INSTRUCTION OF INVESTOR TO AGENT

The Connecticut Bank and  
Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Participation Agreement dated as of February 15, 1980, between the undersigned, certain other parties and you, as Agent (the "Participation Agreement"). We instruct you to enter into an Amendment Agreement dated as of March 3, 1980, amending the CSA, the Lease, the Assignment and the Lease Assignment (as each is defined in the Participation Agreement) in the form to which this instruction is attached.

Very truly yours,

CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY

by

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

## SCHEDULE I

Allocation Schedule of each \$1,000,000  
of 12-7/8% CSA Indebtedness Payable in Installments

<u>Payment Date</u>	<u>Principal Recovery</u>	<u>Interest Payment</u>	<u>Debt Services</u>	<u>Remaining Principal Balance</u>
7/5/80	.00	*	*	1,000,000.00
1/5/81	6,422.67	64,375.00	70,797.67	993,577.33
7/5/81	6,836.13	63,961.54	70,797.67	986,741.20
1/5/82	7,276.21	63,521.46	70,797.67	979,464.99
7/5/82	7,744.61	63,053.06	70,797.67	971,720.38
1/5/83	8,243.17	62,554.50	70,797.67	963,477.21
7/5/83	8,773.82	62,023.85	70,797.67	954,703.39
1/5/84	9,338.64	61,459.03	70,797.67	945,364.75
7/5/84	9,939.81	60,857.86	70,797.67	935,424.94
1/5/85	10,579.69	60,217.98	70,797.67	924,845.25
7/5/85	11,260.76	59,536.91	70,797.67	913,584.49
1/5/86	11,985.67	58,812.00	70,797.67	901,598.82
7/5/86	12,757.25	58,040.42	70,797.67	888,841.57
1/5/87	13,578.49	57,219.18	70,797.67	875,263.08
7/5/87	14,452.61	56,345.06	70,797.67	860,810.47
1/5/88	15,383.00	55,414.67	70,797.67	845,427.47
7/5/88	16,373.28	54,424.39	70,797.67	829,054.19
1/5/89	17,427.30	53,370.37	70,797.67	811,626.89
7/5/89	18,549.19	52,248.48	70,797.67	793,077.70
1/5/90	19,743.29	51,054.38	70,797.67	773,334.41
7/5/90	21,014.27	49,783.40	70,797.67	752,320.14
1/5/91	22,367.06	48,430.61	70,797.67	729,953.08
7/5/91	23,806.94	46,990.73	70,797.67	706,146.14
1/5/92	25,339.51	45,458.16	70,797.67	680,806.63
7/5/92	26,970.74	43,826.93	70,797.67	653,835.89
1/5/93	28,706.98	42,090.69	70,797.67	625,128.91
7/5/93	30,554.99	40,242.68	70,797.67	594,573.92
1/5/94	32,521.97	38,275.70	70,797.67	562,051.95
7/5/94	34,615.57	36,182.10	70,797.67	527,436.38
1/5/95	36,843.95	33,953.72	70,797.67	490,592.43
7/5/95	39,215.78	31,581.89	70,797.67	451,376.65
1/5/96	41,740.30	29,057.37	70,797.67	409,636.35
7/5/96	44,427.33	26,370.34	70,797.67	365,209.02
1/5/97	47,287.34	23,510.33	70,797.67	317,921.68
7/5/97	50,331.46	20,466.21	70,797.67	267,590.22
1/5/98	53,571.55	17,226.12	70,797.67	214,018.67

<u>Payment Date</u>	<u>Principal Recovery</u>	<u>Interest Payment</u>	<u>Debt Services</u>	<u>Remaining Principal Balance</u>
7/5/98	57,020.22	13,777.45	70,797.67	156,998.45
1/5/99	60,690.89	10,106.78	70,797.67	96,307.56
7/5/99	64,597.87	6,199.80	70,797.67	31,709.69
1/5/ 0	15,360.46	2,041.31	17,401.77	16,349.23
7/5/ 0	16,349.23	1,052.48	17,401.71	.00
	<u>1,000,000.00</u>	<u>1,725,114.94</u>	<u>2,275,114.94</u>	

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\* Interest at the rate of 12-7/8% per annum from and including the applicable Closing Date to the extent accrued and not theretofore paid, calculated as provided in Article 4 of the CSA.

ANNEX B  
TO  
CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<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>
100-ton tank cars	DOT 105A 500W	20,000 gal.	Sharon, PA.	8	GATX 300515 to 300521, GATX 300582	\$74,725	\$597,800	Feb-June 1980 F.O.B. Builder's Plant
100-ton tank car	DOT 111A 60W-1	23,150 gal.	Sharon, PA.	1	GATX 300522	54,583	54,583	
100-ton tank cars	DOT 111A 60W-1	13,650 gal.	Sharon, PA.	10	GATX 300527 to 300535, GATX 300583	46,960	469,600	
100-ton tank cars	DOT 111A 60W-1	20,000 gal.	Sharon, PA.	10	GATX 300536 to 300545	52,490	524,900	
100-ton tank cars	DOT 111A 60W-1	10,000 gal.	Sharon, PA.	50	GATX 300398 to 300447	42,645	2,132,250	
100-ton tank cars	DOT 111A 60W-1	20,000 gal.	Sharon, PA.	12	GATX 300547 to 300558	52,768	633,216	
100-ton tank cars	DOT 111A 100W-1	23,150 gal.	Sharon, PA.	25	GATX 300453 to 300477	55,365	1,384,125	
100-ton tank car	DOT 111A 100W-2	13,350 gal.	Sharon, PA.	1	GATX 300478	42,330	42,330	

EXHIBIT B

## EXHIBIT A (continued)

2

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<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>
100-ton tank cars	DOT 111A 60W-2	20,000 gal.	Sharon, PA.	20	GATX 300479 to 300498	52,490	1,049,800	
100-ton tank cars	DOT 105A 500-W	90 ton	Sharon, PA.	15	GATX 300561 to 300574 GATX 300584	57,655	864,825	
100-ton tank cars	DOT 111A 100W-1	26,000 gal.	Sharon, PA.	7	GATX 300576 to 300581, GATX 300585	50,535	353,745	
				<u>159</u>			<u>\$8,107,174</u>	

Lease of Railroad Equipment

## SCHEDULE A

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>
100 Ton Tank Cars	8	GATX 300515 to 300521, GATX 300582
100 Ton Tank Cars	1	GATX 300522
100 Ton Tank Cars	10	GATX 300527 to 300535, GATX 300583
100 Ton Tank Cars	10	GATX 300536 to 300545
100 Ton Tank Cars	50	GATX 300398 to 300447
100 Ton Tank Cars	12	GATX 300547 to 300558
100 Ton Tank Cars	25	GATX 300453 to 300477
100 Ton Tank Cars	1	GATX 300478
100 Ton Tank Cars	20	GATX 300479 to 300498
100 Ton Tank Cars	15	GATX 300561 to 300574, GATX 300584
100 Ton Tank Cars	7	GATX 300576 to 300581, GATX 300585

Consent and Agreement

The undersigned, NEW ENGLAND MERCHANTS LEASING CORPORATION, a Massachusetts Corporation (the "Owner Parent"), the Owner Parent named in the Participation Agreement dated as of February 15, 1980, (the "Participation Agreement") hereby consents to all the terms and conditions of the Amendment Agreement dated as of March 3, 1980, amending the CSA, the Lease, the Assignment and the Lease Assignment (as each is defined in the Participation Agreement) in the form to which this Consent and Agreement is attached.

Very truly yours,

NEW ENGLAND MERCHANTS  
LEASING CORPORATION,

by



Title:

Vice President

Dated:

April 29, 1980

**Consent and Agreement**

The undersigned, NEW ENGLAND MERCHANTS LEASING CORPORATION, a Massachusetts Corporation (the "Owner Parent"), the Owner Parent named in the Participation Agreement dated as of February 15, 1980, (the "Participation Agreement") hereby consents to all the terms and conditions of the Amendment Agreement dated as of March 3, 1980, amending the CSA, the Lease, the Assignment and the Lease Assignment (as each is defined in the Participation Agreement) in the form to which this Consent and Agreement is attached.

Very truly yours,

NEW ENGLAND MERCHANTS  
LEASING CORPORATION,

by

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

AMENDMENT AGREEMENT dated as of March 3, 1980, among GENERAL AMERICAN TRANSPORTATION CORPORATION (hereinafter sometimes called the "Lessee" or the "Builder"), THE CONNECTICUT BANK AND TRUST COMPANY (the "Agent") acting as Agent for CONNECTICUT GENERAL LIFE INSURANCE COMPANY (the "Investor") and NEW ENGLAND MERCHANTS LEASING CORPORATION B-7 (the "Vendee").

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement dated as of February 15, 1980 (the "CSA");

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

WHEREAS the CSA and the Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 15, 1980, and were assigned recordation numbers 11500 and 11500-A, respectively;

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

WHEREAS the Vendee and the Agent have entered into

an Assignment of Lease and Agreement dated as of February 15, 1980 (the "Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 15, 1980, and were assigned recordation numbers 11500-B and 11500-C, respectively;

WHEREAS the parties hereto have agreed, subject to the terms and conditions hereof, to amend the CSA, the Assignment, the Lease and the Lease Assignment as hereinafter provided; and

WHEREAS the Investor has authorized and instructed the Agent to execute this Amendment Agreement as evidenced by its instruction attached hereto.

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

1. Item 5 to Annex A to Conditional Sale Agreement is hereby deleted and the following is substituted therefor:

"Item 5. The Maximum Purchase Price referred to in Article 4 of this Agreement is \$8,856,683.00."

2. Item 6 to Annex A to Conditional Sale Agreement is hereby deleted and the following is substituted

therefor:

"Item 6. The Maximum CSA Indebtedness referred to in Article 4 of this Agreement is \$5,000,000.00."

3. Schedule I to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit A hereto.

4. Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit B hereto.

5. The Lease is hereby amended by deleting the Semi-Annual Lease Factor of 3.966733% which appears in the first paragraph of § 3 of the Lease and substituting therefore the Semi-Annual Lease Factor of 3.996850%.

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

7. The 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.

8. The Lessee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of § 15 of the Lease.

9. Except as amended hereby, the CSA, the Lease, the Assignment and the Lease Assignment shall remain unaltered

and in full force and effect.

10. 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 Commonwealth of Massachusetts; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

11. 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.

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

[Corporate Seal]

\_\_\_\_\_  
Treasurer

Attest:

\_\_\_\_\_  
Assistant Secretary

NEW ENGLAND MERCHANTS LEASING  
CORPORATION B-7,

by

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

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Clerk

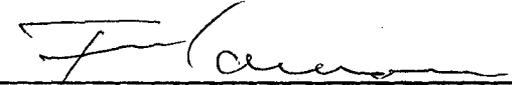
THE CONNECTICUT BANK AND TRUST  
COMPANY, as Agent,

by

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

[Corporate Seal]

Attest:

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

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

On this            day of April 1980, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is a            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

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

On this            day of April 1980, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is a            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 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.

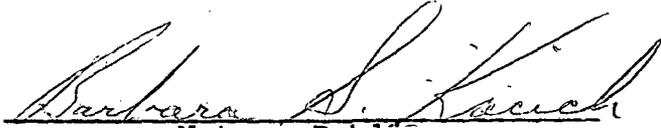
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this 25<sup>th</sup> day of April 1980, before me personally appeared **DONALD E. SMITH**, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instruments 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

BARBARA S. KACICH  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1982

INSTRUCTION OF INVESTOR TO AGENT

The Connecticut Bank and  
Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Participation Agreement dated as of February 15, 1980, between the undersigned, certain other parties and you, as Agent (the "Participation Agreement"). We instruct you to enter into an Amendment Agreement dated as of March 3, 1980, amending the CSA, the Lease, the Assignment and the Lease Assignment (as each is defined in the Participation Agreement) in the form to which this instruction is attached.

Very truly yours,

CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY

by

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

## SCHEDULE I

Allocation Schedule of each \$1,000,000  
of 12-7/8% CSA Indebtedness Payable in Installments

<u>Payment Date</u>	<u>Principal Recovery</u>	<u>Interest Payment</u>	<u>Debt Services</u>	<u>Remaining Principal Balance</u>
7/5/80	.00	*	*	1,000,000.00
1/5/81	6,422.67	64,375.00	70,797.67	993,577.33
7/5/81	6,836.13	63,961.54	70,797.67	986,741.20
1/5/82	7,276.21	63,521.46	70,797.67	979,464.99
7/5/82	7,744.61	63,053.06	70,797.67	971,720.38
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1/5/85	10,579.69	60,217.98	70,797.67	924,845.25
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1/5/86	11,985.67	58,812.00	70,797.67	901,598.82
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1/5/87	13,578.49	57,219.18	70,797.67	875,263.08
7/5/87	14,452.61	56,345.06	70,797.67	860,810.47
1/5/88	15,383.00	55,414.67	70,797.67	845,427.47
7/5/88	16,373.28	54,424.39	70,797.67	829,054.19
1/5/89	17,427.30	53,370.37	70,797.67	811,626.89
7/5/89	18,549.19	52,248.48	70,797.67	793,077.70
1/5/90	19,743.29	51,054.38	70,797.67	773,334.41
7/5/90	21,014.27	49,783.40	70,797.67	752,320.14
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1/5/92	25,339.51	45,458.16	70,797.67	680,806.63
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1/5/93	28,706.98	42,090.69	70,797.67	625,128.91
7/5/93	30,554.99	40,242.68	70,797.67	594,573.92
1/5/94	32,521.97	38,275.70	70,797.67	562,051.95
7/5/94	34,615.57	36,182.10	70,797.67	527,436.38
1/5/95	36,843.95	33,953.72	70,797.67	490,592.43
7/5/95	39,215.78	31,581.89	70,797.67	451,376.65
1/5/96	41,740.30	29,057.37	70,797.67	409,636.35
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1/5/97	47,287.34	23,510.33	70,797.67	317,921.68
7/5/97	50,331.46	20,466.21	70,797.67	267,590.22
1/5/98	53,571.55	17,226.12	70,797.67	214,018.67

<u>Payment Date</u>	<u>Principal Recovery</u>	<u>Interest Payment</u>	<u>Debt Services</u>	<u>Remaining Principal Balance</u>
7/5/98	57,020.22	13,777.45	70,797.67	156,998.45
1/5/99	60,690.89	10,106.78	70,797.67	96,307.56
7/5/99	64,597.87	6,199.80	70,797.67	31,709.69
1/5/ 0	15,360.46	2,041.31	17,401.77	16,349.23
7/5/ 0	<u>16,349.23</u>	<u>1,052.48</u>	<u>17,401.71</u>	.00
	<u>1,000,000.00</u>	<u>1,725,114.94</u>	<u>2,275,114.94</u>	

---

\* Interest at the rate of 12-7/8% per annum from and including the applicable Closing Date to the extent accrued and not theretofore paid, calculated as provided in Article 4 of the CSA.

ANNEX B  
TO  
CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<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>
100-ton tank cars	DOT 105A 500W	20,000 gal.	Sharon, PA.	8	GATX 300515 to 300521, GATX 300582	\$74,725	\$597,800	Feb-June 1980 F.O.B. Builder's Plant
100-ton tank car	DOT 111A 60W-1	23,150 gal.	Sharon, PA.	1	GATX 300522	54,583	54,583	
100-ton tank cars	DOT 111A 60W-1	13,650 gal.	Sharon, PA.	10	GATX 300527 to 300535, GATX 300583	46,960	469,600	
100-ton tank cars	DOT 111A 60W-1	20,000 gal.	Sharon, PA.	10	GATX 300536 to 300545	52,490	524,900	
100-ton tank cars	DOT 111A 60W-1	10,000 gal.	Sharon, PA.	50	GATX 300398 to 300447	42,645	2,132,250	
100-ton tank cars	DOT 111A 60W-1	20,000 gal.	Sharon, PA.	12	GATX 300547 to 300558	52,768	633,216	
100-ton tank cars	DOT 111A 100W-1	23,150 gal.	Sharon, PA.	25	GATX 300453 to 300477	55,365	1,384,125	
100-ton tank car	DOT 111A 100W-2	13,350 gal.	Sharon, PA.	1	GATX 300478	42,330	42,330	

EXHIBIT B

## EXHIBIT A (continued)

2

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<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>
100-ton tank cars	DOT 111A 60W-2	20,000 gal.	Sharon, PA.	20	GATX 300479 to 300498	52,490	1,049,800	
100-ton tank cars	DOT 105A 500-W	90-ton	Sharon, PA.	15	GATX 300561 to 300574 GATX 300584	57,655	864,825	
100-ton tank cars	DOT 111A 100W-1	26,000 gal.	Sharon, PA.	7	GATX 300576 to 300581, GATX 300585	50,535	353,745	
				<u>159</u>			<u>\$8,107,174</u>	

Lease of Railroad Equipment

## SCHEDULE A

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>
100 Ton Tank Cars	8	GATX 300515 to 300521, GATX 300582
100 Ton Tank Cars	1	GATX 300522
100 Ton Tank Cars	10	GATX 300527 to 300535, GATX 300583
100 Ton Tank Cars	10	GATX 300536 to 300545
100 Ton Tank Cars	50	GATX 300398 to 300447
100 Ton Tank Cars	12	GATX 300547 to 300558
100 Ton Tank Cars	25	GATX 300453 to 300477
100 Ton Tank Cars	1	GATX 300478
100 Ton Tank Cars	20	GATX 300479 to 300498
100 Ton Tank Cars	15	GATX 300561 to 300574, GATX 300584
100 Ton Tank Cars	7	GATX 300576 to 300581, GATX 300585

Consent and Agreement

The undersigned, NEW ENGLAND MERCHANTS LEASING CORPORATION, a Massachusetts Corporation (the "Owner Parent"), the Owner Parent named in the Participation Agreement dated as of February 15, 1980, (the "Participation Agreement") hereby consents to all the terms and conditions of the Amendment Agreement dated as of March 3, 1980, amending the CSA, the Lease, the Assignment and the Lease Assignment (as each is defined in the Participation Agreement) in the form to which this Consent and Agreement is attached.

Very truly yours,

NEW ENGLAND MERCHANTS  
LEASING CORPORATION,

by

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Dated:

AMENDMENT AGREEMENT dated as of March 3, 1980, among GENERAL AMERICAN TRANSPORTATION CORPORATION (hereinafter sometimes called the "Lessee" or the "Builder"), THE CONNECTICUT BANK AND TRUST COMPANY (the "Agent") acting as Agent for CONNECTICUT GENERAL LIFE INSURANCE COMPANY (the "Investor") and NEW ENGLAND MERCHANTS LEASING CORPORATION B-7 (the "Vendee").

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement dated as of February 15, 1980 (the "CSA");

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

WHEREAS the CSA and the Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 15, 1980, and were assigned recordation numbers 11500 and 11500-A, respectively;

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

WHEREAS the Vendee and the Agent have entered into

an Assignment of Lease and Agreement dated as of February 15, 1980 (the "Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 15, 1980, and were assigned recordation numbers 11500-B and 11500-C, respectively;

WHEREAS the parties hereto have agreed, subject to the terms and conditions hereof, to amend the CSA, the Assignment, the Lease and the Lease Assignment as hereinafter provided; and

WHEREAS the Investor has authorized and instructed the Agent to execute this Amendment Agreement as evidenced by its instruction attached hereto.

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

1. Item 5 to Annex A to Conditional Sale Agreement is hereby deleted and the following is substituted therefor:

"Item 5. The Maximum Purchase Price referred to in Article 4 of this Agreement is \$8,856,683.00."

2. Item 6 to Annex A to Conditional Sale Agreement is hereby deleted and the following is substituted

therefor:

"Item 6. The Maximum CSA Indebtedness referred to in Article 4 of this Agreement is \$5,000,000.00."

3. Schedule I to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit A hereto.

4. Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit B hereto.

5. The Lease is hereby amended by deleting the Semi-Annual Lease Factor of 3.966733% which appears in the first paragraph of § 3 of the Lease and substituting therefor the Semi-Annual Lease Factor of 3.996850%.

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

7. The 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.

8. The Lessee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of § 15 of the Lease.

9. Except as amended hereby, the CSA, the Lease, the Assignment and the Lease Assignment shall remain unaltered

and in full force and effect.

10. 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 Commonwealth of Massachusetts; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

11. 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.

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

[Corporate Seal]

\_\_\_\_\_  
Treasurer

Attest:

\_\_\_\_\_  
Assistant Secretary

NEW ENGLAND MERCHANTS LEASING  
CORPORATION B-7,

by

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

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Clerk

THE CONNECTICUT BANK AND TRUST  
COMPANY, as Agent,

by

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

[Corporate Seal]

Attest:

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

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

On this            day of April 1980, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is a            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.

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Notary Public

[Notarial Seal]

My Commission Expires

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

On this            day of April 1980, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is a            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 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.

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Notary Public

[Notarial Seal]

My Commission Expires

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this            day of April 1980, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instruments 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

INSTRUCTION OF INVESTOR TO AGENT

The Connecticut Bank and  
Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

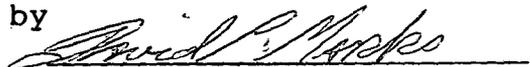
Dear Sirs:

Reference is made to a Participation Agreement dated as of February 15, 1980, between the undersigned, certain other parties and you, as Agent (the "Participation Agreement"). We instruct you to enter into an Amendment Agreement dated as of March 3, 1980, amending the CSA, the Lease, the Assignment and the Lease Assignment (as each is defined in the Participation Agreement) in the form to which this instruction is attached.

Very truly yours,

CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY

by



Title: DAVID P. MARKS  
INVESTMENT OFFICER

Date: APR 25 1980

## SCHEDULE I

Allocation Schedule of each \$1,000,000  
of 12-7/8% CSA Indebtedness Payable in Installments

<u>Payment Date</u>	<u>Principal Recovery</u>	<u>Interest Payment</u>	<u>Debt Services</u>	<u>Remaining Principal Balance</u>
7/5/80	.00	*	*	1,000,000.00
1/5/81	6,422.67	64,375.00	70,797.67	993,577.33
7/5/81	6,836.13	63,961.54	70,797.67	986,741.20
1/5/82	7,276.21	63,521.46	70,797.67	979,464.99
7/5/82	7,744.61	63,053.06	70,797.67	971,720.38
1/5/83	8,243.17	62,554.50	70,797.67	963,477.21
7/5/83	8,773.82	62,023.85	70,797.67	954,703.39
1/5/84	9,338.64	61,459.03	70,797.67	945,364.75
7/5/84	9,939.81	60,857.86	70,797.67	935,424.94
1/5/85	10,579.69	60,217.98	70,797.67	924,845.25
7/5/85	11,260.76	59,536.91	70,797.67	913,584.49
1/5/86	11,985.67	58,812.00	70,797.67	901,598.82
7/5/86	12,757.25	58,040.42	70,797.67	888,841.57
1/5/87	13,578.49	57,219.18	70,797.67	875,263.08
7/5/87	14,452.61	56,345.06	70,797.67	860,810.47
1/5/88	15,383.00	55,414.67	70,797.67	845,427.47
7/5/88	16,373.28	54,424.39	70,797.67	829,054.19
1/5/89	17,427.30	53,370.37	70,797.67	811,626.89
7/5/89	18,549.19	52,248.48	70,797.67	793,077.70
1/5/90	19,743.29	51,054.38	70,797.67	773,334.41
7/5/90	21,014.27	49,783.40	70,797.67	752,320.14
1/5/91	22,367.06	48,430.61	70,797.67	729,953.08
7/5/91	23,806.94	46,990.73	70,797.67	706,146.14
1/5/92	25,339.51	45,458.16	70,797.67	680,806.63
7/5/92	26,970.74	43,826.93	70,797.67	653,835.89
1/5/93	28,706.98	42,090.69	70,797.67	625,128.91
7/5/93	30,554.99	40,242.68	70,797.67	594,573.92
1/5/94	32,521.97	38,275.70	70,797.67	562,051.95
7/5/94	34,615.57	36,182.10	70,797.67	527,436.38
1/5/95	36,843.95	33,953.72	70,797.67	490,592.43
7/5/95	39,215.78	31,581.89	70,797.67	451,376.65
1/5/96	41,740.30	29,057.37	70,797.67	409,636.35
7/5/96	44,427.33	26,370.34	70,797.67	365,209.02
1/5/97	47,287.34	23,510.33	70,797.67	317,921.68
7/5/97	50,331.46	20,466.21	70,797.67	267,590.22
1/5/98	53,571.55	17,226.12	70,797.67	214,018.67

<u>Payment Date</u>	<u>Principal Recovery</u>	<u>Interest Payment</u>	<u>Debt Services</u>	<u>Remaining Principal Balance</u>
7/5/98	57,020.22	13,777.45	70,797.67	156,998.45
1/5/99	60,690.89	10,106.78	70,797.67	96,307.56
7/5/99	64,597.87	6,199.80	70,797.67	31,709.69
1/5/ 0	15,360.46	2,041.31	17,401.77	16,349.23
7/5/ 0	<u>16,349.23</u>	<u>1,052.48</u>	<u>17,401.71</u>	.00
	<u>1,000,000.00</u>	<u>1,725,114.94</u>	<u>2,275,114.94</u>	

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\* Interest at the rate of 12-7/8% per annum from and including the applicable Closing Date to the extent accrued and not theretofore paid, calculated as provided in Article 4 of the CSA.

ANNEX B  
TO  
CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<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>
100-ton tank cars	DOT 105A 500W	20,000 gal.	Sharon, PA.	8	GATX 300515 to 300521, GATX 300582	\$74,725	\$597,800	Feb-June 1980 F.O.B. Builder's Plant
100-ton tank car	DOT 111A 60W-1	23,150 gal.	Sharon, PA.	1	GATX 300522	54,583	54,583	
100-ton tank cars	DOT 111A 60W-1	13,650 gal.	Sharon, PA.	10	GATX 300527 to 300535, GATX 300583	46,960	469,600	
100-ton tank cars	DOT 111A 60W-1	20,000 gal.	Sharon, PA.	10	GATX 300536 to 300545	52,490	524,900	
100-ton tank cars	DOT 111A 60W-1	10,000 gal.	Sharon, PA.	50	GATX 300398 to 300447	42,645	2,132,250	
100-ton tank cars	DOT 111A 60W-1	20,000 gal.	Sharon, PA.	12	GATX 300547 to 300558	52,768	633,216	
100-ton tank cars	DOT 111A 100W-1	23,150 gal.	Sharon, PA.	25	GATX 300453 to 300477	55,365	1,384,125	
100-ton tank car	DOT 111A 100W-2	13,350 gal.	Sharon, PA.	1	GATX 300478	42,330	42,330	

EXHIBIT B

## EXHIBIT A (continued)

2

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<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>
100-ton tank cars	DOT 111A 60W-2	20,000 gal.	Sharon, PA.	20	GATX 300479 to 300498	52,490	1,049,800	
100-ton tank cars	DOT 105A 500-W	90 ton	Sharon, PA.	15	GATX 300561 to 300574 GATX 300584	57,655	864,825	
100-ton tank cars	DOT 111A 100W-1	26,000 gal.	Sharon, PA.	7	GATX 300576 to 300581, GATX 300585	50,535	353,745	
				<u>159</u>			<u>\$8,107,174</u>	

Lease of Railroad Equipment

## SCHEDULE A

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>
100 Ton Tank Cars	8	GATX 300515 to 300521, GATX 300582
100 Ton Tank Cars	1	GATX 300522
100 Ton Tank Cars	10	GATX 300527 to 300535, GATX 300583
100 Ton Tank Cars	10	GATX 300536 to 300545
100 Ton Tank Cars	50	GATX 300398 to 300447
100 Ton Tank Cars	12	GATX 300547 to 300558
100 Ton Tank Cars	25	GATX 300453 to 300477
100 Ton Tank Cars	1	GATX 300478
100 Ton Tank Cars	20	GATX 300479 to 300498
100 Ton Tank Cars	15	GATX 300561 to 300574, GATX 300584
100 Ton Tank Cars	7	GATX 300576 to 300581, GATX 300585

Consent and Agreement

The undersigned, NEW ENGLAND MERCHANTS LEASING CORPORATION, a Massachusetts Corporation (the "Owner Parent"), the Owner Parent named in the Participation Agreement dated as of February 15, 1980, (the "Participation Agreement") hereby consents to all the terms and conditions of the Amendment Agreement dated as of March 3, 1980, amending the CSA, the Lease, the Assignment and the Lease Assignment (as each is defined in the Participation Agreement) in the form to which this Consent and Agreement is attached.

Very truly yours,

NEW ENGLAND MERCHANTS  
LEASING CORPORATION,

by

Title: \_\_\_\_\_

Dated: \_\_\_\_\_