

# CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX  
RCA 233663  
WUD 125547  
WUI 620976

RECORDATION NO. 11500-E Filed 1425

JUN 19 1980 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

No. 0-171A-54

Date JUN 19 1980

Fee \$ 10.00

ICC Washington, D. C.

MAURICE T. MOORE  
WILLIAM B. 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 P. 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. HIEGEL  
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  
WILLIAM P. DICKEY  
STUART W. GOLD  
JOHN W. WHITE

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

4, PLACE DE LA CONCORDE  
75008 PARIS, FRANCE  
TELEPHONE: 655-81-54  
TELEX: 290530

33 THROMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 01-606-14E1  
TELEX: 881490I

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

June 19, 1980

Amendment Agreement Dated as of May 30, 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 No. 2 dated as of May 30, 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 Sale

*This is 11500-E*

*Robert M. [Signature]*  
*[Signature]*

RECEIVED

JUN 19 2 44 PM '80

OPERATION BR. C.C.

- GATX

Agreement and the Lease to add 10 100-ton tank cars.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 11500-E.

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* / CGW

Susan E. Gorman  
as Agent for General American  
Transportation Corporation

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

Encls.

76A

RECORDATION NO. 11500-E Filed 1425

[CS&M Ref. 2898-004]

JUN 19 1980 - 2 50 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 2 dated as of  
May 30, 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 entered into an Amendment Agreement dated as of March 3, 1980 (the "Amendment Agreement"), amending the CSA and the Lease;

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission on May 1, 1980, and was assigned recordation number 11500-D;

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. 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>Quantity</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>
5	100-ton tankcar	DOT111A60W-1	10,100 gal.	GATX300448-300452	46,960	234,800
5	100-ton tankcar	DOT105A500-W	90-ton	GATX300499-300503	57,655	<u>288,275</u> 523,075

2. 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.

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

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

5. 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.

6. 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,

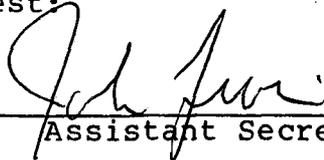
by



Treasurer

[Corporate Seal]

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

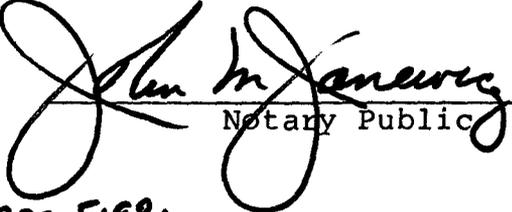
[Corporate Seal]

Attest:

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

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

On this *10* day of June 1980, before me personally appeared **ALFRED S. ALTSCHEL**, 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.

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

[Notarial Seal]

My Commission Expires *OCTOBER 5, 1981*

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

On this \_\_\_\_\_ day of June 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 June 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 May 30, 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:  
\_\_\_\_\_

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 May 30, 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 No. 2 dated as of May 30, 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 entered into an Amendment Agreement dated as of March 3, 1980 (the "Amendment Agreement"), amending the CSA and the Lease;

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission on May 1, 1980, and was assigned recordation number 11500-D;

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. 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>Quantity</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>
5	100-ton tankcar	DOT111A60W-1	10,100 gal.	GATX300448-300452	46,960	234,800
5	100-ton tankcar	DOT105A500-W	90-ton	GATX300499-300503	57,655	<u>288,275</u> 523,075

2. 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.

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

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

5. 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.

6. 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 June 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>11<sup>th</sup></sup> day of June 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.

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

[Notarial Seal]

My Commission Expires

*August 6, 1982*



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

On this            day of June 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 May 30, 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:

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 May 30, 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

Paul D. Dean

Title: Vice President

Dated:

June 11, 1980

AMENDMENT AGREEMENT No. 2 dated as of May 30, 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 entered into an Amendment Agreement dated as of March 3, 1980 (the "Amendment Agreement"), amending the CSA and the Lease;

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission on May 1, 1980, and was assigned recordation number 11500-D;

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. 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>Quantity</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>
5	100-ton tankcar	DOT111A60W-1	10,100 gal.	GATX300448-300452	46,960	234,800
5	100-ton tankcar	DOT105A500-W	90-ton	GATX300499-300503	57,655	<u>288,275</u> 523,075

2. 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.

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

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

5. 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.

6. 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

\_\_\_\_\_  
Treasurer

[Corporate Seal]

Attest:

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

NEW ENGLAND MERCHANTS LEASING CORPORATION B-7,

by

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

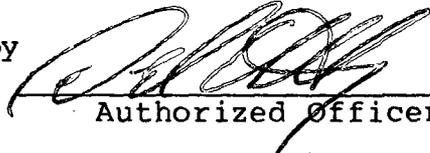
[Corporate Seal]

Attest:

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

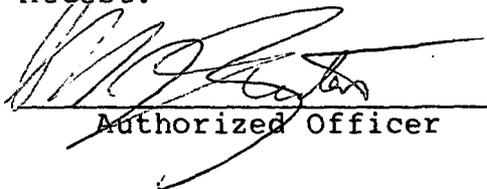
THE CONNECTICUT BANK AND TRUST  
COMPANY, as Agent,

by

  
Authorized Officer

[Corporate Seal]

Attest:

  
Authorized Officer



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

On this day of June 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 June 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.

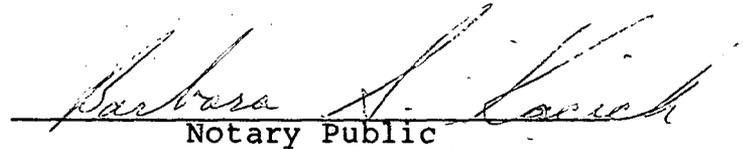
Notary Public

[Notarial Seal]

My Commission Expires

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

On this 10th day of June 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

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

[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 May 30, 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:

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 May 30, 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 No. 2 dated as of May 30, 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 entered into an Amendment Agreement dated as of March 3, 1980 (the "Amendment Agreement"), amending the CSA and the Lease;

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission on May 1, 1980, and was assigned recordation number 11500-D;

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. 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>Quantity</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>
5	100-ton tankcar	DOT111A60W-1	10,100 gal.	GATX300448-300452	46,960	234,800
5	100-ton tankcar	DOT105A500-W	90-ton	GATX300499-300503	57,655	<u>288,275</u> 523,075

2. 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.

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

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

5. 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.

6. 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

\_\_\_\_\_

Treasurer

[Corporate Seal]

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 June 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 June 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 June 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.

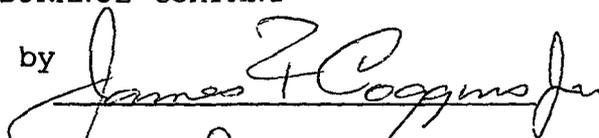
Dear Sirs:

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 May 30, 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.

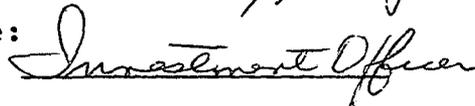
Very truly yours,

CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY

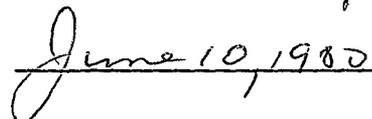
by



Title:



Date:



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 May 30, 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:

\_\_\_\_\_