

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX
RCA 233663
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WUI 620976

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

0-3594080

RECORDATION NO. 12249
FILED 1425

DEC 24 1980 - 12 40 PM
INTERSTATE COMMERCE COMMISSION
No.
Date.. DEC. 24, 1980
Fee \$ 10.00
Washington, D. C.

COUNSEL
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CARLYLE E. MAW

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GEORGE G. TYLER
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4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530

33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 1-806-1421
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RICHARD S. SIMMONS
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MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
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DAVID L. SCHWARTZ
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DAVID BOIES
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RICHARD M. ALLEN
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ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
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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
JOHN E. BEERBOWER

December 22, 1980

Amendment Agreement Dated as of December 15, 1980
Amending Conditional Sale Agreement
Filed under Recordation No. 12249 and
Lease Filed under Recordation No. 12249-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 December 15, 1980, among General American Transportation Corporation, as Lessee and as Builder, The Connecticut Bank and Trust Company, as Trustee, Public Employee's Retirement Association of Colorado, as Investor and Westinghouse Credit Corporation, as Owner.

The Amendment Agreement amends a Conditional Sale Agreement dated as of September 15, 1980, previously filed and recorded with the Interstate Commerce Commission on September 30, 1980, at 2:40 p.m., Recordation Number 12249 and a Lease of Railroad Equipment dated as of September 15, 1980, previously filed and recorded as above with the Interstate Commerce Commission on September 30, 1980, at 2:40 p.m., Recordation Number 12249-B.

DEC 24 12 37 PM '80
RECORDING FILES
BRANCH

Copy Attached
Carlyle E. Maw

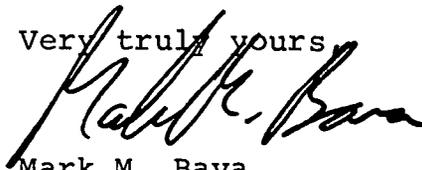
The Amendment Agreement amends the Conditional Sale Agreement and the Lease to delete 9 Tank Cars.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 12249-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,



Mark M. Bava
as Agent for General American
Transportation Corporation.

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

Encls.

5N

Interstate Commerce Commission
Washington, D.C. 20423

12/24/80

OFFICE OF THE SECRETARY

Mark M. Bava
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **12/24/80** at **12:40pm**, and assigned re-
recording number(s). **12249-D**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

DEC 24 1980 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of December 15, 1980, among GENERAL AMERICAN TRANSPORTATION CORPORATION (hereinafter sometimes called the "Lessee" or the "Builder"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") for WESTINGHOUSE CREDIT CORPORATION (the "Owner"), and PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO (the "Investor").

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

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

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

WHEREAS the Trustee and the Investor have entered into an Assignment of Lease and Agreement dated as of September 15, 1980 (the "Lease Assignment");

WHEREAS the CSA, the Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 30, 1980, at 1:30 p.m., and were assigned recordation numbers 12249, 12249-A, 12249-B and 12249-C, respectively;

WHEREAS certain units of railroad equipment are listed in the CSA and the Lease as being subject thereto but such units were in fact not delivered and accepted pursuant to the terms thereof;

WHEREAS the Owner has authorized and instructed the Trustee to execute this Amendment Agreement as evidenced by its instruction attached hereto; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease.

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

1. The CSA and the Lease are hereby amended to exclude from 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>
1	100-ton tank cars	DOT 111 A 100W-1	15,950 gal	GATX 300765	\$49,945	\$49,945
8	100-ton tank cars	DOT 111 A 100W-1	13,250	GATX 300772 GATX 300779 GATX 300781 GATX 300784 GATX 300801 GATX 300804 GATX 300805 GATX 300806	53,560	428,480

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 Trustee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of Article 18 of the CSA.

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 State of Connecticut; 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 *Ad. Altschuler*
Treasurer

[Corporate Seal]

Attest: *John J. ...*
Assistant Secretary

PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO,

by _____
Assistant Executive Secretary

[Seal]

Attest: _____
Assistant Executive Secretary

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee as aforesaid,

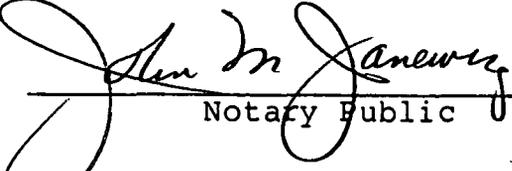
by _____
Authorized Officer

[Corporate Seal]

Attest: _____
Authorized Officer

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

On this 19 day of December 1980, before me personally appeared A.S. ALTSCHUL, 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

STATE OF COLORADO,)
) ss.:
COUNTY OF DENVER,)

On this _____ day of December 1980, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO, that one of the seals affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed on behalf of said Association 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 Association.

Notary Public

[Notarial Seal]

My Commission Expires

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

On this day of December 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 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

INSTRUCTION OF OWNER TO TRUSTEE

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

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Trust Agreement dated as of September 15, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of December 15, 1980, amending the CSA, the Lease, the CSA Assignment and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

WESTINGHOUSE CREDIT CORPORATION,

by

Title:

Date:

[Corporate Seal]

Attest:

AMENDMENT AGREEMENT dated as of December 15, 1980, among GENERAL AMERICAN TRANSPORTATION CORPORATION (hereinafter sometimes called the "Lessee" or the "Builder"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") for WESTINGHOUSE CREDIT CORPORATION (the "Owner"), and PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO (the "Investor").

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

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

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

WHEREAS the Trustee and the Investor have entered into an Assignment of Lease and Agreement dated as of September 15, 1980 (the "Lease Assignment");

WHEREAS the CSA, the Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 30, 1980, at 1:30 p.m., and were assigned recordation numbers 12249, 12249-A, 12249-B and 12249-C, respectively;

WHEREAS certain units of railroad equipment are listed in the CSA and the Lease as being subject thereto but such units were in fact not delivered and accepted pursuant to the terms thereof;

WHEREAS the Owner has authorized and instructed the Trustee to execute this Amendment Agreement as evidenced by its instruction attached hereto; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease.

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

1. The CSA and the Lease are hereby amended to exclude from 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>
1	100-ton tank cars	DOT 111 A 100W-1	15,950 gal	GATX 300765	\$49,945	\$49,945
8	100-ton tank cars	DOT 111 A 100W-1	13,250	GATX 300772 GATX 300779 GATX 300781 GATX 300784 GATX 300801 GATX 300804 GATX 300805 GATX 300806	53,560	428,480

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 Trustee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of Article 18 of the CSA.

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 State of Connecticut; 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

PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO,

by Kenneth S. Pelt
Assistant Executive Secretary

[Seal]

Attest:

Carl H. Wilkerson
Assistant Executive Secretary

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee as aforesaid,

by

[Corporate Seal]

Authorized Officer

Attest:

Authorized Officer

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

On this _____ day of December 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 _____

STATE OF COLORADO,)
) ss.:
COUNTY OF DENVER,)

On this ^{18th} day of December 1980, before me personally appeared Kenneth E. Peterson, to me personally known, who being by me duly sworn, says that he is a Assistant Exec. Secretary of PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO, that one of the seals affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed on behalf of said Association 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 Association.

Karen C. Kemp
Notary Public

[Notarial Seal]

My Commission Expires _____

July 18, 1984

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

On this day of December 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 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

INSTRUCTION OF OWNER TO TRUSTEE

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

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Trust Agreement dated as of September 15, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of December 15, 1980, amending the CSA, the Lease, the CSA Assignment and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

WESTINGHOUSE CREDIT CORPORATION,

by

Title:

Date:

[Corporate Seal]

Attest:

AMENDMENT AGREEMENT dated as of December 15, 1980, among GENERAL AMERICAN TRANSPORTATION CORPORATION (hereinafter sometimes called the "Lessee" or the "Builder"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") for WESTINGHOUSE CREDIT CORPORATION (the "Owner"), and PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO (the "Investor").

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

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

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

WHEREAS the Trustee and the Investor have entered into an Assignment of Lease and Agreement dated as of September 15, 1980 (the "Lease Assignment");

WHEREAS the CSA, the Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 30, 1980, at 1:30 p.m., and were assigned recordation numbers 12249, 12249-A, 12249-B and 12249-C, respectively;

WHEREAS certain units of railroad equipment are listed in the CSA and the Lease as being subject thereto but such units were in fact not delivered and accepted pursuant to the terms thereof;

WHEREAS the Owner has authorized and instructed the Trustee to execute this Amendment Agreement as evidenced by its instruction attached hereto; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease.

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

1. The CSA and the Lease are hereby amended to exclude from 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>
1	100-ton tank cars	DOT 111 A 100W-1	15,950 gal	GATX 300765	\$49,945	\$49,945
8	100-ton tank cars	DOT 111 A 100W-1	13,250	GATX 300772 GATX 300779 GATX 300781 GATX 300784 GATX 300801 GATX 300804 GATX 300805 GATX 300806	53,560	428,480

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 Trustee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of Article 18 of the CSA.

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 State of Connecticut; 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

PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO,

by

[Seal]

Assistant Executive Secretary

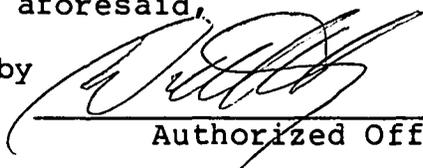
Attest:

Assistant Executive Secretary

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee as aforesaid,

by

[Corporate Seal]



Authorized Officer

Attest:



Authorized Officer

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

On this day of December 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

STATE OF COLORADO,)
) ss.:
COUNTY OF DENVER,)

On this day of December 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a of PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO, that one of the seals affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed on behalf of said Association 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 Association.

Notary Public

[Notarial Seal]

My Commission Expires

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

On this *19th* day of December 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 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.

Sherie M. Daniels

 Notary Public

SHEREE M. DANIELS
 NOTARY PUBLIC
 MY COMMISSION EXPIRES MARCH 31, 1985

[Notarial Seal]

My Commission Expires

INSTRUCTION OF OWNER TO TRUSTEE

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

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Trust Agreement dated as of September 15, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of December 15, 1980, amending the CSA, the Lease, the CSA Assignment and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

WESTINGHOUSE CREDIT CORPORATION,

by

Title:

Date:

[Corporate Seal]

Attest:

AMENDMENT AGREEMENT dated as of December 15, 1980, among GENERAL AMERICAN TRANSPORTATION CORPORATION (hereinafter sometimes called the "Lessee" or the "Builder"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") for WESTINGHOUSE CREDIT CORPORATION (the "Owner"), and PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO (the "Investor").

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

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

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

WHEREAS the Trustee and the Investor have entered into an Assignment of Lease and Agreement dated as of September 15, 1980 (the "Lease Assignment");

WHEREAS the CSA, the Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 30, 1980, at 1:30 p.m., and were assigned recordation numbers 12249, 12249-A, 12249-B and 12249-C, respectively;

WHEREAS certain units of railroad equipment are listed in the CSA and the Lease as being subject thereto but such units were in fact not delivered and accepted pursuant to the terms thereof;

WHEREAS the Owner has authorized and instructed the Trustee to execute this Amendment Agreement as evidenced by its instruction attached hereto; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease.

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

1. The CSA and the Lease are hereby amended to exclude from 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>
1	100-ton tank cars	DOT 111 A 100W-1	15,950 gal	GATX 300765	\$49,945.	\$49,945
8	100-ton tank cars	DOT 111 A 100W-1	13,250	GATX 300772 GATX 300779 GATX 300781 GATX 300784 GATX 300801 GATX 300804 GATX 300805 GATX 300806	53,560	428,480

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 Trustee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of Article 18 of the CSA.

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 State of Connecticut; 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

PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO,

by

[Seal]

Assistant Executive Secretary

Attest:

Assistant Executive Secretary

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee as aforesaid,

by

[Corporate Seal]

Authorized Officer

Attest:

Authorized Officer

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

On this day of December 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 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

INSTRUCTION OF OWNER TO TRUSTEE

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

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Trust Agreement dated as of September 15, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of December 15, 1980, amending the CSA, the Lease, the CSA Assignment and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

WESTINGHOUSE CREDIT CORPORATION,

by James W. Keigher
Title: Manager, Leasing
Date: 12/18/80

[Corporate Seal]

Attest:

