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# CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

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RCA 233663  
WUD 125547  
WUI 620976

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

**0-303A042**

No. 1  
Date **OCT 29 1980**  
Fee \$ **10.00**

ICC Washington, D. C.

COUNSEL  
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CARLYLE E. MAW

ROSWELL L. OILPATRIC  
ALBERT R. CONNELLY  
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TELEX: 290530

33 THROMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 1-606-1421  
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BENJAMIN F. CRANE  
FRANCIS F. RANDOLPH, JR.  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
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THOMAS D. BARR  
MELVIN L. BEDRICK  
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JAMES H. DUFFY  
ALAN J. HRUSKA  
JOHN E. YOUNG  
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DAVID L. SCHWARTZ  
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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  
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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

RECORDATION No. **12017-28** FILED 1425

**OCT 29 1980 -3 55 PM**

INTERSTATE COMMERCE COMMISSION

October 28, 1980

Amendment Agreement Dated as of October 15, 1980  
Amending Conditional Sale Agreement  
Filed under Recordation No. 12017 and  
Lease Filed under Recordation No. 12017-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 October 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 July 1, 1980, previously filed and recorded with the Interstate Commerce Commission on July 18, 1980, at 1:30 p.m., Recordation Number 12017 and a Lease of Railroad Equipment dated as of July 1, 1980, previously filed and recorded as above with the Interstate Commerce Commission on July 18, 1980, at 1:30 p.m., Recordation Number 12017-B.

*John Austin*

Rec No. 12017

OCT 29 3 29 PM '80  
RECORDATION

*J.C.*

The Amendment Agreement amends the Conditional Sale Agreement and the Lease to delete 13 Airslide Cars.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 12017-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.

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

Encls.

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

10/29/80

OFFICE OF THE SECRETARY

**Susan Gorman, E**  
**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 **10/29/80** at **3:35pm**, and assigned recordation number (s). **12017-D**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure (s)

SE-30  
(7/79)

①

OCT 29 1980 -3 35 PM

INTERSTATE COMMERCE COMMISSION  
AMENDMENT AGREEMENT dated as of October 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"), PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO (the "Investor") and WESTINGHOUSE CREDIT CORPORATION (the "Owner").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement dated as of July 1, 1980 (the "CSA");

WHEREAS the Builder and the Investor have entered into an Agreement and Assignment dated as of July 1, 1980 (the "Assignment");

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of July 1, 1980 (the "Lease");

WHEREAS the Trustee and the Investor have entered into an Assignment of Lease and Agreement dated as of July 1, 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 July 18, 1980, at 1:30 p.m., and were assigned recordation numbers 12017, 12017-A, 12017-B and 12017-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>
13	Airslide Cars	DOT111A100W-1	4,566 cu. ft. B08446	GATX400190- 400202	55,180	717,340

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.

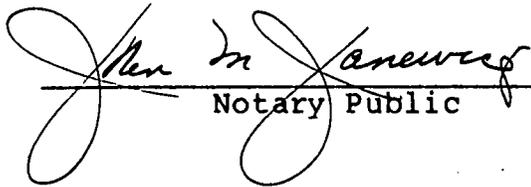
6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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



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

On this 21<sup>st</sup> day of October 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.

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

[Notarial Seal]

My Commission Expires OCT 5 1981

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

On this \_\_\_\_\_ day of October 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 October 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 July 1, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of October 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 October 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"), PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO (the "Investor") and WESTINGHOUSE CREDIT CORPORATION (the "Owner").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement dated as of July 1, 1980 (the "CSA");

WHEREAS the Builder and the Investor have entered into an Agreement and Assignment dated as of July 1, 1980 (the "Assignment");

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of July 1, 1980 (the "Lease");

WHEREAS the Trustee and the Investor have entered into an Assignment of Lease and Agreement dated as of July 1, 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 July 18, 1980, at 1:30 p.m., and were assigned recordation numbers 12017, 12017-A, 12017-B and 12017-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>
13	Airslide Cars	DOT111A100W-1	4,566 cu. ft. BO8446	GATX400190-400202	55,180	717,340

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 \

\_\_\_\_\_

Treasurer

[Corporate Seal]

Attest:

\_\_\_\_\_

Assistant Secretary

PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO,

by Kenneth E. Peterson

Assistant Executive Secretary

[Seal]

Attest:

Charles Wilkerson  
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 \_\_\_\_\_ day of October 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 21<sup>st</sup> day of October 1980, before me personally appeared Kenneth E. Petersen, to me personally known, who being by me duly sworn, says that he is a Assistant Executive 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 October 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 July 1, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of October 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 October 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"), PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO (the "Investor") and WESTINGHOUSE CREDIT CORPORATION (the "Owner").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement dated as of July 1, 1980 (the "CSA");

WHEREAS the Builder and the Investor have entered into an Agreement and Assignment dated as of July 1, 1980 (the "Assignment");

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of July 1, 1980 (the "Lease");

WHEREAS the Trustee and the Investor have entered into an Assignment of Lease and Agreement dated as of July 1, 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 July 18, 1980, at 1:30 p.m., and were assigned recordation numbers 12017, 12017-A, 12017-B and 12017-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 Specifi- cations</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>
13	Airslide Cars	DOT111A100W-1	4,566 cu. ft. B08446	GATX400190- 400202	55,180	717,340

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

\_\_\_\_\_  
Treasurer

[Corporate Seal]

Attest:

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

PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO,

by

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

[Seal]

Attest:

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

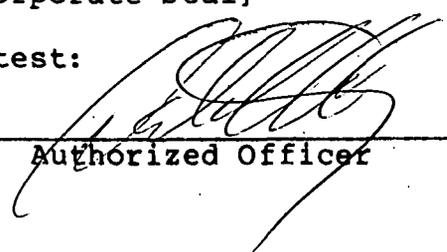
THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee as aforesaid,

by

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

[Corporate Seal]

Attest:

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

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

On this            day of October 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 October 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 *21<sup>st</sup>* day of October 1980, before me personally appeared **E. W. KAWAM**, to me personally known, who being by me duly sworn, says that he is an **VICE PRESIDENT** 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.

*Bernice D. LaChance*  
Notary Public

[Notarial Seal]  
My Commission Expires

**BERNICE D. LA CHANCE**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MARCH 31, 1985

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 July 1, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of October 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 October 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"), PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO (the "Investor") and WESTINGHOUSE CREDIT CORPORATION (the "Owner").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement dated as of July 1, 1980 (the "CSA");

WHEREAS the Builder and the Investor have entered into an Agreement and Assignment dated as of July 1, 1980 (the "Assignment");

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of July 1, 1980 (the "Lease");

WHEREAS the Trustee and the Investor have entered into an Assignment of Lease and Agreement dated as of July 1, 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 July 18, 1980, at 1:30 p.m., and were assigned recordation numbers 12017, 12017-A, 12017-B and 12017-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>
13	Airslide Cars	DOT111A100W-1	4,566 cu. ft. BO8446	GATX400190- 400202	55,180	717,340

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 October 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.

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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 July 1, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of October 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. Weigher

Title:

Manager, Leverage Leasing

Date:

10/27/80

[Corporate Seal]

Attest:

[Signature]

Assistant Secretary