



# BancBoston Leasing

0100500005

RECORDATION NO. 15844-H

January 11, 1995 JAN 23 1995 -10 35 AM

INTERSTATE COMMERCE COMMISSION

The Honorable Noretta R. McGee  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, NW  
Washington, DC 20423

We have enclosed an original and one certified copy of the Amendment dated January 11, 1995 to the Equipment Schedule Number 2 (the "Amendment") to the primary document described below which Amendment is to be recorded pursuant to Section 11303 of Title 49 of the United States Code:

Master Lease Agreement dated September 28, 1988 between BancBoston Leasing Inc. (Lessor) and GWI Leasing Corporation (Lessee) with Exhibits and Riders thereto, including, without limitation, Equipment Schedule Numbers 2, filed under ICC 15844 Recorded on October 4, 1988.

The name and addresses of the parties to the Amendment are as follows:

Lessor: BancBoston Leasing Inc.  
100 Federal Street  
Boston, Massachusetts 02110

Lessee: GWI Leasing Corporation  
71 Lewis Street  
Greenwich, CT 06830

RECORDED  
OFFICE OF THE  
SECRETARY  
JAN 23 10 29 AM '95  
LICENSING BRANCH

The Amendment covers the following released equipment:

(46) 100 ton lined covered hopper cars marked GWIX or GNWR, numbers: 610001, 610002, 610003, 610004, 610005, 610006, 610007, 610008, 610009, 610010, 610011, 610012, 610013, 610014, 610015, 610016, 610017, 610018, 610019, 610020, 610021, 610022, 610023, 610024, 610025, 610026, 610027, 610028, 610029, 610030, 610031, 610032, 610033, 610035, 610036, 610037, 610039, 610040, 610041, 610042, 610043, 610045, 610046, 610047, 610049, 610050.

A fee of \$ 21.00 is enclosed. Please return the original document after recordation to BancBoston Leasing Inc., 100 Federal Street, Boston, Massachusetts 02110, Attn.: Kendel Dreyer.

A short summary of the document to appear in the index follows:

"Amendment dated January 11, 1995 to Equipment Schedule Number 2 to Lease between BancBoston Leasing Inc., 100 Federal Street, Boston, Massachusetts 02110 (Lessor) and GWI Leasing Corporation, 71 Lewis Street, Greenwich, CT 06830 (Lessee)"

Very truly yours,

BancBoston Leasing Inc.

By: Kendel Dreyer  
Title: Assistant Vice President



Interstate Commerce Commission  
Washington, D.C. 20423-0001

1/23/95

Office Of The Secretary

BancBoston Leasing Inc.  
100 Federal Street  
Boston, Massachusetts 02110

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 1/23/95 at 10:35AM, and assigned recordation number(s). 15844-H.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

(0100500005)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

15844-H  
JAN 29 1995 9:55 AM  
RECORDS SECTION

ATTACHED IS A TRUE CERTIFIED COPY OF  
AMENDMENT TO EQUIPMENT SCHEDULE NUMBER 2  
PARTIAL RELEASE OF EQUIPMENT  
EFFECTIVE JANUARY 11, 1995

STATE : MASSACHUSETTS

COUNTY : SUFFOLK

*Teresa M. Grimes 1/18/95*

**Teresa M. Grimes**  
**Notary Public**  
**My Commission Expires January 20, 1998**

15844-H  
SECRETARY'S OFFICE

JAN 28 1995 - 10 59 AM

AMENDMENT TO EQUIPMENT SCHEDULE NUMBER 2  
PARTIAL RELEASE OF EQUIPMENT  
EFFECTIVE JANUARY 11, 1995

To have Schedule Number 2 properly reflect the deletion of (46) 100 ton lined covered hopper cars marked GWIX or GNWR, numbers: 610001, 610002, 610003, 610004, 610005, 610006, 610007, 610008, 610009, 610010, 610011, 610012, 610013, 610014, 610015, 610016, 610017, 610018, 610019, 610020, 610021, 610022, 610023, 610024, 610025, 610026, 610027, 610028, 610029, 610030, 610031, 610032, 610033, 610035, 610036, 610037, 610039, 610040, 610041, 610042, 610043, 610045, 610046, 610047, 610049, 610050., we are correcting the equipment cost from \$5,478,500.00 to \$ 4,336, 500.00 and the monthly rent from \$ 70,138.31 to \$ 55,517.04. All of the other terms and conditions of the lease and Schedule remain unchanged.

BancBoston Leasing Inc.

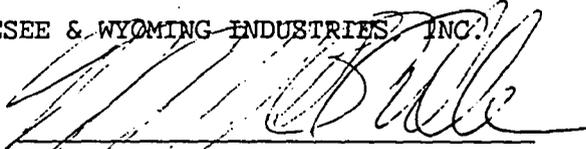
By: Kendall D. Dry  
Title: Assistant Vice President

14. COMPLIANCE AND APPROVALS. The Guarantor warrants and agrees that this Guaranty has been duly executed and delivered on behalf of the Guarantor. The Guarantor further warrants and agrees that this Guaranty and all of the obligations hereunder (i) have been determined to be in its corporate interest, (ii) have been duly authorized by all necessary corporate action, (iii) do not and will not conflict with any provision of the charter or bylaws of the Guarantor or of any agreement, indenture, lease or other instrument to which the Guarantor is a party or by which the Guarantor or any of its property is or may be bound, (iv) will not contravene any existing law, rule or regulation, and (v) does not and will not require any governmental authorization, approval, license or consent which has not been duly obtained and will remain in effect during the entire term of any of the Obligations.

15. MISCELLANEOUS. This Guaranty constitutes the entire agreement of the Guarantor with respect to the matters set forth herein. The rights and remedies herein provided are cumulative and not exclusive of any remedies provided by law or any other agreement, and this Guaranty shall be in addition to any other guaranty of the Obligations. The invalidity or unenforceability of any one or more sections of this Guaranty shall not affect the validity or enforceability of its remaining provisions. Captions are for the ease of reference only and shall not affect the meaning of the relevant provisions. The meanings of all defined terms used in this Guaranty shall be equally applicable to the singular and plural forms of the terms defined.

IN WITNESS WHEREOF, the Guarantor, by its duly authorized officer or agent, has duly executed and delivered this Guaranty which is intended to take effect as a sealed instrument, as of the day and year first written above.

GENESEE & WYOMING INDUSTRIES, INC.

By: 

Title: President

#830



# BancBoston Leasing

a BANK OF BOSTON company

## EXHIBIT A TO GUARANTY

### STIPULATED LOSS VALUES

<u>STIPULATED LOSS PAYMENT DATE</u>	<u>PERCENTAGE</u>	<u>STIPULATED LOSS PAYMENT DATE</u>	<u>PERCENTAGE</u>
1-Oct-88	100.0000%	1-Apr-91	100.0000%
1-Nov-88	100.0000%	1-May-91	100.0000%
1-Dec-88	100.0000%	1-Jun-91	100.0000%
1-Jan-89	100.0000%	1-Jul-91	100.0000%
1-Feb-89	100.0000%	1-Aug-91	100.0000%
1-Mar-89	100.0000%	1-Sep-91	100.0000%
1-Apr-89	100.0000%	1-Oct-91	100.0000%
1-May-89	100.0000%	1-Nov-91	100.0000%
1-Jun-89	100.0000%	1-Dec-91	100.0000%
1-Jul-89	100.0000%	1-Jan-92	99.7009%
1-Aug-89	100.0000%	1-Feb-92	99.1054%
1-Sep-89	100.0000%	1-Mar-92	98.5032%
1-Oct-89	100.0000%	1-Apr-92	97.8981%
1-Nov-89	100.0000%	1-May-92	97.2856%
1-Dec-89	100.0000%	1-Jun-92	96.6702%
1-Jan-90	100.0000%	1-Jul-92	96.0472%
1-Feb-90	100.0000%	1-Aug-92	95.4166%
1-Mar-90	100.0000%	1-Sep-92	94.7830%
1-Apr-90	100.0000%	1-Oct-92	94.1418%
1-May-90	100.0000%	1-Nov-92	93.4928%
1-Jun-90	100.0000%	1-Dec-92	92.8407%
1-Jul-90	100.0000%	1-Jan-93	92.1808%
1-Aug-90	100.0000%	1-Feb-93	91.5131%
1-Sep-90	100.0000%	1-Mar-93	90.8395%
1-Oct-90	100.0000%	1-Apr-93	90.1627%
1-Nov-90	100.0000%	1-May-93	89.4780%
1-Dec-90	100.0000%	1-Jun-93	88.7900%
1-Jan-91	100.0000%	1-Jul-93	88.0939%
1-Feb-91	100.0000%	1-Aug-93	87.3898%
1-Mar-91	100.0000%	1-Sep-93	86.6822%



# BancBoston Leasing

a BANK OF BOSTON company

## EXHIBIT A TO GUARANTY

### STIPULATED LOSS VALUES

<u>STIPULATED LOSS PAYMENT DATE</u>	<u>PERCENTAGE</u>	<u>STIPULATED LOSS PAYMENT DATE</u>	<u>PERCENTAGE</u>
1-Oct-93	85.9665%	1-May-96	60.5493%
1-Nov-93	85.2426%	1-Jun-96	59.6418%
1-Dec-93	84.5152%	1-Jul-96	58.7249%
1-Jan-94	83.7795%	1-Aug-96	57.7986%
1-Feb-94	83.0355%	1-Sep-96	56.8751%
1-Mar-94	82.2953%	1-Oct-96	55.9422%
1-Apr-94	81.5313%	1-Nov-96	54.9997%
1-May-94	80.7669%	1-Dec-96	54.0599%
1-Jun-94	80.0027%	1-Jan-97	53.1106%
1-Jul-94	79.2281%	1-Feb-97	52.1517%
1-Aug-94	78.4449%	1-Mar-97	51.1885%
1-Sep-94	77.6577%	1-Apr-97	50.2280%
1-Oct-94	76.8620%	1-May-97	49.2577%
1-Nov-94	76.0576%	1-Jun-97	48.2899%
1-Dec-94	75.2491%	1-Jul-97	47.3124%
1-Jan-95	74.4319%	1-Aug-97	46.3252%
1-Feb-95	73.6059%	1-Sep-97	45.3403%
1-Mar-95	72.7732%	1-Oct-97	44.3456%
1-Apr-95	71.9400%	1-Nov-97	43.3411%
1-May-95	71.0979%	1-Dec-97	42.3388%
1-Jun-95	70.2553%	1-Jan-98	41.3266%
1-Jul-95	69.4038%	1-Feb-98	40.3044%
1-Aug-95	68.5432%	1-Mar-98	39.2776%
1-Sep-95	67.6821%	1-Apr-98	38.2584%
1-Oct-95	66.8118%	1-May-98	37.2292%
1-Nov-95	65.9325%	1-Jun-98	36.2075%
1-Dec-95	65.0525%	1-Jul-98	35.1758%
1-Jan-96	64.1632%	1-Aug-98	34.1339%
1-Feb-96	63.2648%	1-Sep-98	33.0995%
1-Mar-96	62.3608%	1-Oct-98	31.9962%
1-Apr-96	61.4597%		

GENESEE AND WYOMING INDUSTRIES, INC.

By: [Signature]

Title: President

STATE OF Massachusetts

COUNTY OF Suffolk

On the 28th day of September, 1988, before me personally came Mortimer B. Fuller, III who is known to me to be an officer of Genessee and Wyoming Industries, Inc. and who being duly sworn, did depose and say that he executed this Guaranty as an officer of Genessee and Wyoming Industries, Inc. by authority conferred by its by-laws and he acknowledged said Guaranty to be the free act and deed of Genessee and Wyoming Industries, Inc.

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

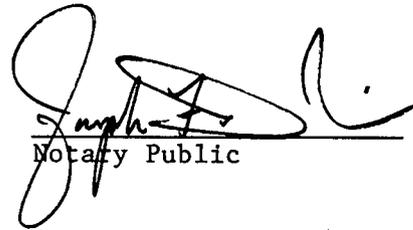
My commission expires on 12-14-91

REGISTRATION NO. \_\_\_\_\_ FORM 1000

NOV 16 1988 - 10 20:33 AM '88

INTERSTATE COMMERCE COMMISSION

CERTIFIED TO BE A TRUE AND CORRECT COPY OF  
THE ORIGINAL LIMITED GUARANTY

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

My commission expires on 12-14-91



# **BancBoston Leasing**

617- 434-0134

June 28, 1991

Ross and Hardics  
888 16th Street, N.W.  
Washington, D.C. 20006-4103  
Attn: Robert Kleinman

GWI

Needs  
Acknowledgment

Dear Mr. Kleinman,

Enclosed please find a Bill of Sale in the amount of \$2,198,000.00 connected with the buyout of 100 railroad cars by GWI Leasing Corporation. Please hold this document in escrow until payment has been received by BancBoston Leasing Inc. When the money has been wired to our account I will call and instruct you to release the Bill of Sale to GWI Leasing Corp.. Thank you for your cooperation.

Sincerely yours,

Kendel D. Rosenau  
Unit Head - Contracts

enclosures



**BancBoston Leasing**

a BANK OF BOSTON company

**BILL OF SALE**

KNOW ALL PERSONS BY THESE PRESENTS:

That BancBoston Leasing Inc. ("Seller") with its principal place of business at 100 Federal Street, Boston, Massachusetts 02110 for and in consideration of Two Million One Hundred Ninety Eight Thousand Dollars and No Cents.

(\$ 2,198,000.00), the receipt of which is hereby acknowledged, hereby sells, conveys, transfers, assigns and delivers to GWI Leasing Corporation

71 Lewis Street, Greenwich, Connecticut 06830 ("Buyer") with its principal place of business at

its successors and assigns, all of Seller's right, title and interest in and to the equipment ("Equipment"), described in Exhibit A attached hereto and made a part hereof, to have and to hold the same.

It is understood and agreed between Buyer and Seller that the Equipment is sold AS IS, WHERE IS, and WITH ALL FAULTS. SELLER WARRANTS THAT TITLE TO THE EQUIPMENT IS FREE OF ALL LIENS, CLAIMS AND ENCUMBRANCES ARISING BY OR THROUGH SELLER. WITH THE SOLE EXCEPTION OF THE FOREGOING, THE SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR USE OR FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized officer this 1st day of July, 19 91.

BancBoston Leasing Inc.

By

Title

James D. Ojia  
Vice President

**GWI Leasing Corporation  
Schedule of Cars to be Purchased  
From BancBoston Leasing on June 30, 1991**

Partial Early Lease Buyout of (100) 100 ton lined covered hopper cars:

	car number
1	10003
2	10004
3	10006
4	10009
5	10010
6	10012
7	10017
8	10019
9	10021
10	10022
11	10023
12	10024
13	10025
14	10027
15	10031
16	10032
17	10034
18	10036
19	10040
20	10041
21	10043
22	10044
23	10045
24	10047
25	10048
26	10049
27	10054
28	10058
29	10060
30	10061
31	10063
32	10065
33	10068
34	10069
35	10070
36	10071
37	10073
38	10074
39	10075
40	10077
41	10079
42	10080
43	10082
44	10083
45	10084
46	10088
47	10090
48	10092
49	10093

**GWI Leasing Corporation**  
**Schedule of Cars to be Purchased**  
**From BancBoston Leasing on June 30, 1991**

	car number
50	10097
51	10099
52	10100
53	10102
54	10103
55	10104
56	10105
57	10110
58	10111
59	10112
60	10119
61	10120
62	10121
63	10124
64	10126
65	10130
66	10131
67	10133
68	10135
69	10138
70	10139
71	10140
72	10142
73	10145
74	10146
75	10147
76	10152
77	10156
78	10157
79	10158
80	10159
81	10162
82	10163
83	10164
84	10166
85	10168
86	10169
87	10171
88	10173
89	10174
90	10177
91	10178
92	10179
93	10181
94	10184
95	10187
96	10190
97	10191
98	10193

**GWI Leasing Corporation  
Schedule of Cars to be Purchased  
From BancBoston Leasing on June 30, 1991**

	car number
99	10195
100	10199