

#32

HOGAN & HARTSON

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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McLEAN, VIRGINIA 22102

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WASHINGTON, DC 20004-1109

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(703)847-6025

1-352A021

RECORDATION NO. 13659-F
FILED 12/18/91

DEC 18 1991 - 3 25 PM

December 18, 1991

INTERSTATE COMMERCE COMMISSION

Mr. Sydney L. Strickland
Secretary
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423
ATTN: Mrs. Mildred Lee

RECORDATION NO. 13659-F
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INTERSTATE COMMERCE COMMISSION

NOTICE OF RECEIVING UNIT
DEC 18 3 30 PM '91

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two original executed copies and one notarized photostatic copy of the following document:

First Amendment to Trust Agreement
executed by BNY Leasing Corporation, as Owner,
and LaSalle National Bank, as Owner Trustee,
dated December 16, 1991.

Attached to the First Amendment to Trust Agreement are the following documents:

- Schedule 1: Trust Agreement dated as of May 1, 1982 between AIG Equipment Lessors, Inc. (Owner) and Exchange National Bank of Chicago (Owner Trustee).
- Schedule 2: Conditional Sale Agreement dated as of May 1, 1982 between Exchange National Bank of Chicago (as Vendee) and each of North American Car Corporation and Union Tank Car Company (as Vendors). [Recordation No. 13659].
- Schedule 3: Lease of Railroad Equipment dated as of May 1, 1982 between Celanese Corporation (as Lessee) and Exchange National Bank of Chicago (as Lessor). [Recordation No. 13659-B]

Mildred Lee

HOGAN & HARTSON

Mr. Sydney L. Strickland
December 18, 1991
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- Schedule 4: Assignment of Lease and Agreement dated as of May 1, 1982 between Exchange National Bank of Chicago (as Lessor) and Mercantile-Safe Deposit and Trust Company (as Vendor).
[Recordation No. 13659-C]

The names and addresses of the parties to the enclosed First Amendment to Trust Agreement are:

Owner: BNY Leasing Corporation
1290 Avenue of the Americas
New York, New York 10104

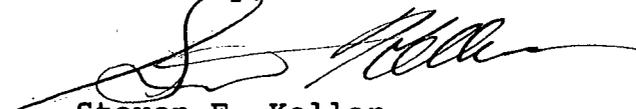
Owner Trustee: LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603

A description of the railroad equipment covered by the enclosed First Amendment to Trust Agreement is set forth in Annex B to the Conditional Sale Agreement, Recordation No. 13659, dated May 1, 1982. The enclosed document should be filed with Recordation File No. 13659.

Also enclosed are two checks payable to the Interstate Commerce Commission totalling \$32.00, to cover the required recordation fee for the First Amendment to Trust Agreement, and Schedule 1: Trust Agreement. Kindly return one stamped copy of the enclosed document and one stamped photostatic copy of this letter by return messenger.

Please feel free to contact me with any questions which you may have concerning the above.

Sincerely,



Steven E. Keller

Enclosures

cc: Sheila A. Glancy, Esq.
Patrick M. Raher, Esq.

KJD:sfk 7193w

FIRST AMENDMENT TO
TRUST AGREEMENT

DEC 18 1991 - 3 00 PM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT dated as of December 16, 1991 ("Amendment") to TRUST AGREEMENT, dated as of May 1, 1982 ("Trust Agreement"), between BNY LEASING CORPORATION, a New York corporation, as assignee of AIG EQUIPMENT LESSORS, INC. ("BNY" or the "Owner"), and LASALLE NATIONAL BANK, a national banking association formerly named EXCHANGE NATIONAL BANK OF CHICAGO (the "Owner Trustee"). Owner and Owner Trustee hereby agree to amend the Trust Agreement, a copy of which is attached as Schedule 1 and incorporated by reference into this Amendment, as follows:

1. Section 1.01 of the Trust Agreement is deleted in its entirety and the following is inserted in lieu thereof:

Section 1.01. The Owner hereby authorizes and directs the Owner Trustee (i) to execute and deliver the Participation Agreement dated as of the date hereof (hereinafter called the Participation Agreement) among Celanese Corporation (hereinafter called the Lessee), the Owner, the Owner Trustee, Mercantile-Safe Deposit and Trust Company (hereinafter, as agent under the Participation Agreement and as assignee of the Conditional Sale Agreement defined below, called the Agent), and State of Wisconsin Investment Board (hereinafter called the Investor); (ii) to execute and deliver the Conditional Sale Agreement (a copy of which is attached hereto, together with that certain Agreement and Assignment, dated as of May 1, 1982, between the Builders (as hereinafter defined) and the Agent, as Schedule 2) dated as of the date hereof (hereinafter called the CSA) with North American Car Corporation and Union Tank Car Company (hereinafter called the Builders); (iii) to execute and deliver the Lease of Railroad Equipment (a copy of which is attached hereto as Schedule 3) dated as of the date hereof (hereinafter called the Lease) between the Owner Trustee, as lessor, and the Lessee, as lessee; (iv) to execute and deliver an Assignment of Lease and Agreement (a copy of which is attached hereto as Schedule 4) dated as of the date hereof (hereinafter called the Lease Assignment) between the Owner Trustee and the Agent; (v) to execute and deliver each document referred to in the CSA, the Participation Agreement, the Lease or the Lease Assignment to which the Owner Trustee is to be a party (the CSA, Participation Agreement, Lease and Lease Assignment and such documents referred to therein together with any amendments or supplements thereto, and all other documents except this Trust Agreement and any amendments or supplements hereto, being hereinafter collectively called the Trust Documents); (vi) to authorize a representative of the Owner Trustee (who may be an employee of the Lessee) to accept delivery of each

item of railroad equipment from time to time delivered to the Owner Trustee under and in accordance with the terms of the CSA (all such equipment from time to time delivered and accepted under the CSA being hereinafter collectively called the Equipment), and to accept delivery, from such representative or directly, of any and all bills of sale and invoices in favor of the Owner Trustee covering any Equipment; (vii) to pay to the Builders or the Agent in respect of the purchase price of the Equipment pursuant to the CSA such funds as the Owner shall from time to time furnish the Owner Trustee for such purpose; (viii) to exercise, subject to the terms of this Trust Agreement, the rights and perform the duties of the Owner Trustee under the Trust Documents; and (ix) to take such other action in connection with any of the foregoing as the Owner may from time to time direct.

2. This Amendment is a part of the Trust Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Trust Agreement, the terms and conditions of this Amendment shall, to the extent of such conflict or inconsistency, govern. Capitalized terms which are not defined herein shall have the meanings ascribed to such terms in the Trust Agreement.

3. This Amendment may be executed in several counterparts, such counterparts together constituting but one and the same instrument.

This Amendment shall be effective as of the date first above written. Except as provided above, the Trust Agreement is hereby preserved and confirmed and shall remain in full force in effect.

BNY LEASING CORPORATION

By: *Julia J. Haste*
Title: *Vice President*

[Corporate Seal]
Attest:
Richard Hampton

LASALLE NATIONAL BANK

By: _____
Title: _____

[Corporate Seal]
Attest:

item of railroad equipment from time to time delivered to the Owner Trustee under and in accordance with the terms of the CSA (all such equipment from time to time delivered and accepted under the CSA being hereinafter collectively called the Equipment), and to accept delivery, from such representative or directly, of any and all bills of sale and invoices in favor of the Owner Trustee covering any Equipment; (vii) to pay to the Builders or the Agent in respect of the purchase price of the Equipment pursuant to the CSA such funds as the Owner shall from time to time furnish the Owner Trustee for such purpose; (viii) to exercise, subject to the terms of this Trust Agreement, the rights and perform the duties of the Owner Trustee under the Trust Documents; and (ix) to take such other action in connection with any of the foregoing as the Owner may from time to time direct.

2. This Amendment is a part of the Trust Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Trust Agreement, the terms and conditions of this Amendment shall, to the extent of such conflict or inconsistency, govern. Capitalized terms which are not defined herein shall have the meanings ascribed to such terms in the Trust Agreement.

3. This Amendment may be executed in several counterparts, such counterparts together constituting but one and the same instrument.

This Amendment shall be effective as of the date first above written. Except as provided above, the Trust Agreement is hereby preserved and confirmed and shall remain in full force in effect.

BNY LEASING CORPORATION

By: _____
Title: _____

[Corporate Seal]
Attest:

LASALLE NATIONAL BANK

By: 
Title: VICE PRESIDENT

[Corporate Seal]
Attest:



Assistant Secretary

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 13 day of December, 1991, before me personally appeared William Houston, to me personally known, who, being by me duly sworn, says that he is Vice President of BNY LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, 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.

Marie C. Torrissi
Notary Public

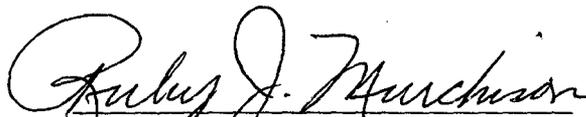
[Notarial Seal]

My Commission expires May 31, 1993

MARIE C. TORRISI
Notary Public, State of New York
No. 41-4659779
Qual. in Manhattan & Queens Cty.
~~Commission Expires March 30, 1992~~

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 13 day of December, 1991, before me personally appeared Gail A. Klewin, to me personally known, who, being by me duly sworn, says that she is Vice President of LASALLE NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, 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 7/13/93

" OFFICIAL SEAL "
RUBY J. MURCHISON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/13/93