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RECORDATION NO. 21116-G FILED

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SURFACE TRANSPORTATION BOARD

lgitomer@dc.bjllp.com

January 13, 2003

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed two certified copies of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a First Amendment to Railroad Car Lease Agreement, a secondary document, dated as of June 23, 1997. The primary document to which this is connected is recorded under Recordation No. 21116. We request that one copy of this document be recorded under Recordation No. 21116-G.

The names and addresses of the parties to the First Amendment to Railroad Car Lease Agreement are:

Lessee:

Carmeuse Pennsylvania, Inc.
Route 422 and Clear Spring Road
Anville, PA 17003

Lessor:

Rail Trust Equipment, Inc.
P. O. Box 50456
Jacksonville Beach, FL 32250

A description of the equipment covered by the First Amendment to Railroad Car Lease Agreement consists of 100 open hopper cars numbered WIMX 97000-97099, inclusive.

BALL JANIK LLP

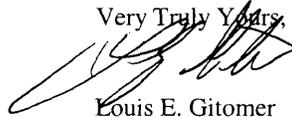
Honorable Vernon A. Williams
January 13, 2003
Page 2

A fee of \$ 30.00 is enclosed. Please return one copy to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: First Amendment to Railroad Car Lease Agreement between Carmeuse Pennsylvania, Inc., Route 422 and Clear Spring Road, Annville, PA 17003, and Rail Trust Equipment, Inc., P. O. Box 50456, Jacksonville Beach, FL 32250, covering 100 open hopper cars numbered WIMX 97000-97099, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosures

RECORDATION NO. 21116-6 FILED

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FIRST AMENDMENT TO
RAILROAD CAR LEASE AGREEMENT SURFACE TRANSPORTATION BOARD

This First Amendment to Railroad Car Lease Agreement ("Amendment") dated this 23rd day of June, 1997 by and between Rail Trust Equipment, Inc. ("Lessor") and Carmeuse Pennsylvania, Inc. ("Lessee"),

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Railroad Car Lease Agreement ("Lease") dated March 18, 1997; and

WHEREAS, Lessor and Lessee desire to make certain modifications to the terms of the Lease;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Lease as follows:

1. The sixth line of Section 2(b) is amended to read:
... "mileage distance between Lessee's Annville, Pennsylvania facility and the point where initial" ...
2. The second sentence of Section 2 (d) is amended to read:
"The cars covered hereby shall be returned to Lessor in conformance with then current A.A.R. Interchange Rules."
3. The last line of Section 3 is amended to read:
... " place or to such other person as Lessor may hereafter direct in writing."
4. The fifth line of Section 5 is amended to read:
... "governing printed document), and so as to comply with all A.A.R. Interchange Rules and all D.O.T., S.T.B., and other governmental requirements, and, as between Lessee and" ...
5. The fifth sentence of Section 5 is amended to read:
"If any car, while subject to this Agreement, is lost, stolen or completely destroyed or, in the opinion of Lessor and Lessee, such car's physical condition is such that it cannot be economically repaired to be operated in normal commercial railroad service, Lessee will pay Lessor full settlement value."
6. The following sentence is hereby added to the Lease between the second and third sentences of Section 6:
"The foregoing sentence shall in no event be applied to, or impose liability on, any assignee of Lessor."

7. The first sentence of Section 10 is amended to read:

"During the term of the Agreement, Lessee shall promptly pay, before delinquent, all property, ad valorem, use, rental, excise, and other taxes (excluding taxes on Lessor's net income), assessments and other governmental charges, whatsoever, whether payable by Lessor or Lessee, on or relating to the use of the cars leased hereunder prorated to the actual time covered by this lease or extensions thereof."

8. The following sentence is hereby adding to the end of Section 13:

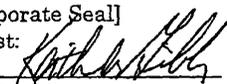
"For purposes of the foregoing, however, in the event of denial of any motion or claim made in bankruptcy, Lessor shall not be thereby deemed to be the 'losing party.'"

9. The name of Lessor on page 15 of the Lease is amended to read: "Rail Trusts Equipment, Inc." 

Except as modified in this First Amendment and that certain Addendum to Railroad Car Lease Agreement, all terms and conditions of the Lease are in full force and effect as originally stated.

[Corporate Seal]

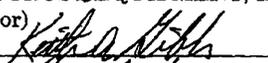
Attest:

By: 

Its: Secretary


RAIL TRUSTS EQUIPMENT, INC.

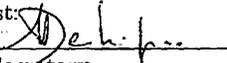
(Lessor)

By: 

Its: PRESIDENT

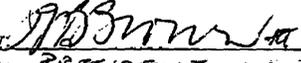
[Corporate Seal]

Attest:

By: 

Its: Secretary

CARMEUSE PENNSYLVANIA, INC.

By: 

Its: PRESIDENT

