

RECORDATION NO 30029-B FILED  
June 13, 2012 10:00 AM  
SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL [alvordlaw@aol.com](mailto:alvordlaw@aol.com)

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

June 13, 2012

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Amendment No. 1 to Memorandum of Security Agreement Supplement No. 1, dated as of June 13, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to documents previously filed with the Board under Recordation Number 30029.

The names and addresses of the parties to the enclosed document are:

Borrower: GATX Corporation  
222 West Adams Street  
Chicago, IL 60661

Mortgagee: RBS Asset Finance, Inc.  
480 Jefferson Blvd.  
Warwick, RI 02886

Section Chief  
June 13, 2012  
Page 2

A description of the railroad equipment covered by the enclosed document is:

16 railcars RELEASED: GATX 208034 – GATX 208049; AND 16 railcars ADDED: GATX 208901 – GATX 208913 and GATX 208925 – GATX 208927.

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

Amendment No. 1 to Memorandum of Security Agreement Supplement No. 1.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'E. M. Luria', with a checkmark to the left.

Edward M. Luria

EML/sem  
Enclosures

**AMENDMENT NO. 1 TO SECURITY AGREEMENT SUPPLEMENT NO. 1**

**THIS AMENDMENT NO. 1 TO SECURITY AGREEMENT SUPPLEMENT NO. 1** (this "**Amendment**") dated as of June 13, 2012 among **GATX CORPORATION**, a New York corporation ("**Borrower**") and **RBS ASSET FINANCE, INC.**, as administrative agent and mortgagee ("**Administrative Agent**" or "**Mortgagee**") amends that certain Security Agreement dated as of December 16, 2011 (the "**Security Agreement**") between the Borrower and the Administrative Agent and that Security Agreement Supplement No. 1, dated as of December 19, 2011 by Borrower (the "**Security Agreement Supplement**").

WITNESSETH:

**WHEREAS**, Borrower and Administrative Agent desire to amend the Security Agreement and Security Agreement Supplement in certain respects.

**WHEREAS**, Borrower and Administrative Agent are parties to that certain Memorandum of Security Agreement, dated as of December 19, 2011, copies of which were recorded with (i) the Surface Transportation Board (the "**STB**") on December 19, 2011 at 10:30 a.m. and assigned recordation number 30029 and (ii) the Registrar General of Canada (the "**RGC**") on December 19, 2011 at 3:36 p.m.;

**WHEREAS**, Borrower is party to that certain Memorandum of Security Agreement Supplement No. 1, dated as of December 19, 2011, copies of which were recorded with (i) the STB on December 19, 2011 at 10:30 a.m. and assigned recordation number 30029-A and (ii) the RGC on December 19, 2011 at 3:36 p.m.; and

**WHEREAS**, Borrower and Administrative Agent now desire to (i) terminate and cancel Mortgagee's security interest in and mortgage lien upon all right, title and interest of Borrower in and to certain Railcars listed on Schedule 1 attached hereto (the "**Released Collateral**") and (ii) grant a security interest in and mortgage lien upon all right, title and interest of Borrower in and to certain Replacement Railcars listed on Schedule 2 attached hereto (the "**Replacement Collateral**").

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Definitions.** Capitalized terms used but not defined herein shall have the respective meanings set forth or incorporated by reference, and shall be construed and interpreted in the manner described, in Article I of the Security Agreement, as amended hereby, for all purposes of this Amendment.

**Section 2. Amendments to Security Agreement Supplement.**

(a) Mortgagee hereby terminates and releases Mortgagee's security interest in and mortgage lien upon all right, title and interest of Borrower in and to the Released Collateral, effective as of the date of this Amendment (the "**Effective Date**"). The parties hereby agree that

no rights, duties or liabilities under the Security Agreement in relation to the Released Collateral shall survive such termination and release of Mortgagee's security interest in and mortgage lien upon all right, title and interest of Borrower in and to the Released Collateral, except with respect to acts, events, or omissions occurring on or prior to the Effective Date.

(b) Without limitation of, and in addition to, the rights and interests granted and assigned to Mortgagee in the Security Agreement, including Section 2.01 thereof, to secure the due and punctual payment of all Secured Obligations, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, in accordance with the terms thereof and to secure the performance of all of the obligations of Borrower under the Security Agreement and under the other Loan Documents, Borrower hereby grants, pledges and assigns to Mortgagee, for its benefit and the benefit of the Lenders, a continuing security interest in, and grants all of Borrower's right, title and interest in and to the property comprising the Replacement Collateral to the Mortgagee for the benefit of the Lenders.

To have and to hold all and singular the aforesaid property unto Mortgagee, its successors and assigns, in trust for the benefit and security of Administrative Agent and the Lenders and for the uses and purposes and subject to the terms and provisions set forth in the Security Agreement.

Notwithstanding any provision hereof, no Excepted Payment shall constitute security for any Secured Obligations.

**Section 3. Ratification; Effectiveness.** Except as expressly amended hereby, the Security Agreement and the Security Agreement Supplement as heretofore amended and modified shall continue and shall remain in full force and effect in all respects. The amendments set forth herein shall be effective as to the Security Agreement and the Security Agreement Supplement as and from the date hereof, and from and after the date hereof any and all references to the "Security Agreement" in any of the Loan Documents shall be deemed to refer to such document as amended hereby.

**Section 4. Governing Law.** THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

**Section 5.** STB and RGC Filing. Borrower and Administrative Agent agree to file this Amendment with the STB and the RGC so as to (i) release any security interest in and mortgage lien created by or arising out of the Security Agreement with respect to the Released Collateral and (ii) grant a security interest in and mortgage lien upon the Replacement Collateral and subject such Replacement Collateral to the Security Agreement.

**Section 6.** Miscellaneous.

(a) The section headings in this Amendment are for convenience of reference only and shall not modify, define, expand or limit any of the terms of provisions hereof.

(b) This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

(c) The terms of this Amendment shall be binding upon, and inure to the benefit of and shall be enforceable by, the parties hereto and their respective successors and permitted assigns.

(d) Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

\* \* \*

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to Security Agreement Supplement No. 1 to be duly executed as of the day and year first above written.

**BORROWER:**

**GATX CORPORATION**

By: William J. Hasek  
Name: William J. Hasek  
Title: Sr. Vice President and Treasurer

**ADMINISTRATIVE AGENT:**

**RBS ASSET FINANCE, INC., as  
Administrative Agent and Mortgagee**

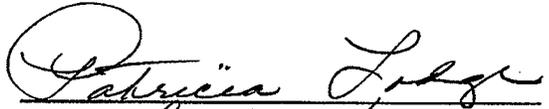
By: \_\_\_\_\_  
Name:  
Title:

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS:

On this, the <sup>TH</sup> 7 day of JUNE, 2012, before me, a Notary Public in and for said County and State, personally appeared William J. Hasek, who being by me duly sworn, says that he is the Senior Vice President and Treasurer of GATX Corporation, that said instrument was signed on June 7, 2012 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



  
Name: Patricia Lodge  
Notary Public  
My Commission Expires: 02-01-15  
Residing in Illinois

(SEAL)

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to Security Agreement Supplement No. 1 to be duly executed as of the day and year first above written.

**BORROWER:**

**GATX CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**ADMINISTRATIVE AGENT:**

**RBS ASSET FINANCE, INC.**, as  
Administrative Agent and Mortgagee

By: Rory Mullan  
Name: RORY MULLAN  
Title: VICE PRESIDENT

Schedule 1

DESCRIPTION OF RELEASED RAILCARS

Car Number - Operating	Built Year
GATX208034	2009
GATX208035	2009
GATX208036	2009
GATX208037	2009
GATX208038	2009
GATX208039	2009
GATX208040	2009
GATX208041	2009
GATX208042	2009
GATX208043	2009
GATX208044	2009
GATX208045	2009
GATX208046	2009
GATX208047	2009
GATX208048	2009
GATX208049	2009

Schedule 2

DESCRIPTION OF REPLACEMENT RAILCARS

Car Number - Operating	Built Year
GATX208901	2009
GATX208902	2009
GATX208903	2009
GATX208904	2009
GATX208905	2009
GATX208906	2009
GATX208907	2009
GATX208908	2009
GATX208909	2009
GATX208910	2009
GATX208911	2009
GATX208912	2009
GATX208913	2009
GATX208925	2009
GATX208926	2009
GATX208927	2009

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 6/13/14

Edward M Luria  
Edward M. Luria