

**GATX**

3-131A030

GATX CORPORATION

120 SOUTH RIVERSIDE PLAZA  
CHICAGO, IL60606  
312-621-6200

LAW DEPARTMENT

No. ....  
Date..... **MAY 11 1983**  
Fee \$ 10.00  
ICC Washington, D.C.

May 9, 1983

RECORDATION NO. 13725-D Filed 1425

**MAY 11 1983 - 8 50 AM**  
INTERSTATE COMMERCE COMMISSION

RECEIVED  
MAY 11 8 44 AM '83  
I.C.C. BR.  
FEE OPERATION BR.

Interstate Commerce Commission  
Room 2303  
12 and Constitution, N.W.  
Washington, D.C. 20423

RE: Recordation No. 13725-D

Ladies and Gentlemen:

Enclosed please find duplicate original copies of an Amendment of Lease of Railroad Equipment which has been executed by all parties thereto and duly notarized. Enclosed please also find our check in the amount of \$10.00 made payable to the Interstate Commerce Commission to cover the recordation costs.

I would appreciate your recording one copy of the Amendment of the Lease and returning to me the duplicate original copy marked filed by your office.

If you have any questions, please do not hesitate to call me at (312) 621-6593.

Very truly yours,

*Elizabeth D.H. Bassel*  
Elizabeth D.H. Bassel

EDHB/kjp

3263D

Enclosures

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

5/11/83

OFFICE OF THE SECRETARY

**Elizabeth D.H. Bassel**  
**GATX Corporation**  
**120 South Riverside Plaza**  
**Chicago, Illinois 60606**

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 \_\_\_\_\_ at \_\_\_\_\_, and assigned re-  
recording number(s). **5/11/83** **3:50pm**

**13725-D**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION F.C. 13725A  
MAY 11 1983 - 8 50 AM  
INTERSTATE COMMERCE COMMISSION

AMENDMENT OF LEASE OF RAILROAD EQUIPMENT ("Amendment"), dated as of March 29, 1983, by and between FIRST SECURITY BANK OF UTAH, N.A., a national banking association, acting not in its individual capacity but solely as trustee ("Lessor") under a Trust Agreement dated as of August 1, 1982 with Westinghouse Credit Corporation ("Owner"), GENERAL AMERICAN TRANSPORTATION CORPORATION, a New York Corporation ("Lessee"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Vendor").

WHEREAS, the Lessor, the Lessee, the Owner, the Vendor and Bankers Life Company, an Iowa corporation ("Original Investor"), entered into that certain Participation Agreement dated as of August 1, 1982 ("Participation Agreement"); and

WHEREAS, the Lessor and the Lessee entered into that certain Conditional Sale Agreement dated as of August 1, 1982 by which the Lessee agreed to manufacture, sell and deliver to the Lessor certain units of railroad equipment in exchange for the Purchase Price described therein ("Purchase Price"); and

WHEREAS, the Lessor and the Lessee entered into that certain Lease of Railroad Equipment dated as of August 1, 1982 ("Lease"); and

WHEREAS, the Lessor and the Vendor entered into that certain Assignment of Lease and Agreement dated as of August 1, 1982 ("Assignment") by which the Lessor assigned to the Vendor all of the Lessor's rights in, to and under the Lease; and

WHEREAS, Paragraph 3 of the Lease requires that the rental payments, Casualty Values and Termination Values, as defined therein, be adjusted if the aggregate costs, fees and expenses incurred by the Owner pursuant to Paragraph 11 of the Participation Agreement exceed 1% of the Purchase Price;

WHEREAS, the costs, fees and expenses incurred by the Owner have exceeded 1% of the Purchase Price, or \$18,320.00, and have amounted to 1.271% of the Purchase Price, or \$23,288.86.

NOW, THEREFORE, in consideration of the agreements hereinafter contained, the parties hereto hereby agree as follows:

1. Rental Payments. The parties agree that Schedule A to the Lease, insofar as it pertains to Class D Equipment as defined in the Lease ("Class D Equipment"), shall be amended as set forth in Exhibit A attached hereto and made a part hereof.

2. Casualty Values. The parties agree that Schedule B to the Lease, insofar as it pertains to Class D Equipment and to Casualty Value Percentages, shall be amended as set forth in Exhibit B attached hereto and made a part hereof.

3. Termination Values. The parties agree that Schedule B to the Lease, insofar as it pertains to Class D Equipment and to Termination Values Percentages, shall be amended as set forth in Exhibit C attached hereto and made a part hereof.

4. Option. The parties agree that nothing contained herein shall in any way limit or alter the Lessee's renewal option under the Lease; provided, however, that the semi-annual lease factor by which the rental payments during the extended term of the Lease shall be computed shall be that set forth in Exhibit D attached hereto and made a part hereof.

5. No Other Changes. The parties agree that all of the terms and conditions of the Lease and the Assignment, except as specified herein, shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or other persons, as of the date first above written.

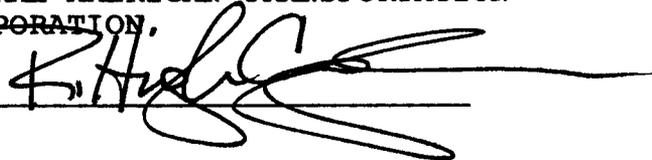
FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity but  
solely as Trustee as aforesaid,

By: \_\_\_\_\_

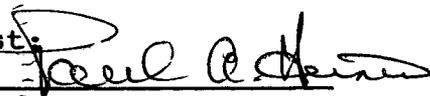
[CORPORATE SEAL]

Attest:  
\_\_\_\_\_

GENERAL AMERICAN TRANSPORTATION  
CORPORATION,

By:  \_\_\_\_\_

[CORPORATE SEAL]

Attest:  \_\_\_\_\_

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY,

By:  \_\_\_\_\_

ASSISTANT VICE PRESIDENT

[CORPORATE SEAL]

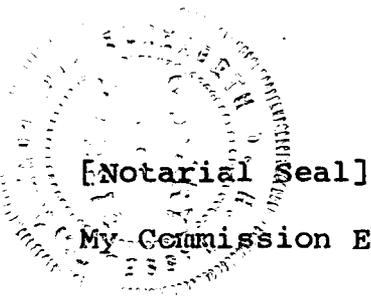
Attest:  \_\_\_\_\_

ASS'T. CORPORATE TRUST OFFICER  
3132D

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

On this 30<sup>th</sup> day of March, 1983, before me personally appeared R. Hugh Cunningham, to me personally known, who being by me duly sworn, says that he is the Vice President 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.

Elizabeth St. Bassel  
Notary Public



STATE OF UTAH )  
 ) ss.:  
COUNTY OF SALT LAKE )

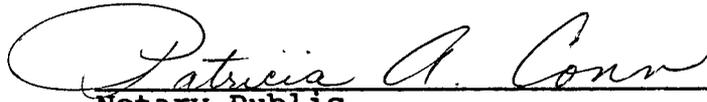
On this \_\_\_\_\_ day of March 1983, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said Bank and that said instrument was signed and sealed on behalf of said Bank 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 Bank.

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

[Notarial Seal]  
My Commission Expires

STATE OF MARYLAND        )  
                                  ) ss.:  
CITY OF BALTIMORE,        )

On this 29<sup>th</sup> day of March 1983, before me personally appeared Russell E. Schreiber, who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, 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 7-1-86

EXHIBIT A

Semi-Annual  
Lease Factors  
Payments  
1 - 40

Class D Equipment -  
Tank Cars settled for on  
the fourth Closing Date  
(September 30, 1982) ..... 5.9228218

EXHIBIT B

AMENDED CASUALTY VALUE PERCENTAGES

CLASS D EQUIPMENT

<u>Rental Payment Date</u>	<u>Casualty Value Percentage</u>
9/30/1982	101.471%
3/30/1983	104.259%
9/30/1983	106.155%
3/30/1984	103.894%
9/30/1984	105.219%
3/30/1985	102.475%
9/30/1985	103.367%
3/30/1986	100.225%
9/30/1986	100.727%
3/30/1987	97.183%
9/30/1987	97.264%
3/30/1988	93.279%
9/30/1988	92.913%
3/30/1989	92.330%
9/30/1989	91.514%
3/30/1990	90.463%
9/30/1990	89.160%
3/30/1991	87.601%
9/30/1991	85.770%
3/30/1992	83.661%
9/30/1992	81.382%
3/30/1993	79.009%
9/30/1993	76.578%
3/30/1994	74.080%
9/30/1994	71.529%
3/30/1995	68.915%
9/30/1995	66.258%
3/30/1996	63.546%
9/30/1996	60.801%
3/30/1997	58.014%
9/30/1997	55.211%
3/30/1998	52.380%
9/30/1998	49.388%
3/30/1999	46.215%
9/30/1999	42.872%
3/30/2000	39.332%
9/30/2000	35.601%
3/30/2001	31.651%
9/30/2001	27.488%
3/30/2002	23.081%
9/30/2002	20.000%
3/30/2003	20.000%
9/30/2003	20.000%
3/30/2004	20.000%
9/30/2004	20.000%

EXHIBIT C

AMENDED TERMINATION VALUE PERCENTAGES

CLASS D EQUIPMENT

<u>Rental Payment Date</u>	<u>Termination Value Percentage</u>
9/30/1982	-
3/30/1983	-
9/30/1983	-
3/30/1984	-
9/30/1984	-
3/30/1985	-
9/30/1985	-
3/30/1986	-
9/30/1986	-
3/30/1987	-
9/30/1987	-
3/30/1988	-
9/30/1988	-
3/30/1989	-
9/30/1989	91.514%
3/30/1990	90.463%
9/30/1990	89.160%
3/30/1991	87.601%
9/30/1991	85.770%
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9/30/1997	55.211%
3/30/1998	52.380%
9/30/1998	49.388%
3/30/1999	46.215%
9/30/1999	42.872%
3/30/2000	39.332%
9/30/2000	35.601%
3/30/2001	31.651%
9/30/2001	27.488%
3/30/2002	23.081%
9/30/2002	20.000%
3/30/2003	20.000%
9/30/2003	20.000%
3/30/2004	20.000%
9/30/2004	20.000%

EXHIBIT D

Semi-Annual  
Lease Factors  
Payments  
41 - 44

Class D Equipment -  
Tank Cars settled for on  
the fourth Closing Date  
(September 30, 1982) ..... 2.9614118

AMENDMENT OF LEASE OF RAILROAD EQUIPMENT ("Amendment"), dated as of March 29, 1983, by and between FIRST SECURITY BANK OF UTAH, N.A., a national banking association, acting not in its individual capacity but solely as trustee ("Lessor") under a Trust Agreement dated as of August 1, 1982 with Westinghouse Credit Corporation ("Owner"), GENERAL AMERICAN TRANSPORTATION CORPORATION, a New York Corporation ("Lessee"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Vendor").

WHEREAS, the Lessor, the Lessee, the Owner, the Vendor and Bankers Life Company, an Iowa corporation ("Original Investor"), entered into that certain Participation Agreement dated as of August 1, 1982 ("Participation Agreement"); and

WHEREAS, the Lessor and the Lessee entered into that certain Conditional Sale Agreement dated as of August 1, 1982 by which the Lessee agreed to manufacture, sell and deliver to the Lessor certain units of railroad equipment in exchange for the Purchase Price described therein ("Purchase Price"); and

WHEREAS, the Lessor and the Lessee entered into that certain Lease of Railroad Equipment dated as of August 1, 1982 ("Lease"); and

WHEREAS, the Lessor and the Vendor entered into that certain Assignment of Lease and Agreement dated as of August 1, 1982 ("Assignment") by which the Lessor assigned to the Vendor all of the Lessor's rights in, to and under the Lease; and

WHEREAS, Paragraph 3 of the Lease requires that the rental payments, Casualty Values and Termination Values, as defined therein, be adjusted if the aggregate costs, fees and expenses incurred by the Owner pursuant to Paragraph 11 of the Participation Agreement exceed 1% of the Purchase Price;

WHEREAS, the costs, fees and expenses incurred by the Owner have exceeded 1% of the Purchase Price, or \$18,320.00, and have amounted to 1.271% of the Purchase Price, or \$23,288.86.

NOW, THEREFORE, in consideration of the agreements hereinafter contained, the parties hereto hereby agree as follows:

1. Rental Payments. The parties agree that Schedule A to the Lease, insofar as it pertains to Class D Equipment as defined in the Lease ("Class D Equipment"), shall be amended as set forth in Exhibit A attached hereto and made a part hereof.

2. Casualty Values. The parties agree that Schedule B to the Lease, insofar as it pertains to Class D Equipment and to Casualty Value Percentages, shall be amended as set forth in Exhibit B attached hereto and made a part hereof.

3. Termination Values. The parties agree that Schedule B to the Lease, insofar as it pertains to Class D Equipment and to Termination Values Percentages, shall be amended as set forth in Exhibit C attached hereto and made a part hereof.

4. Option. The parties agree that nothing contained herein shall in any way limit or alter the Lessee's renewal option under the Lease; provided, however, that the semi-annual lease factor by which the rental payments during the extended term of the Lease shall be computed shall be that set forth in Exhibit D attached hereto and made a part hereof.

5. No Other Changes. The parties agree that all of the terms and conditions of the Lease and the Assignment, except as specified herein, shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or other persons, as of the date first above written.

FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity but  
solely as Trustee as aforesaid,

By: T. Clayton

[CORPORATE SEAL]

Attest:

Richard B. Fisher

GENERAL AMERICAN TRANSPORTATION  
CORPORATION,

By: \_\_\_\_\_

[CORPORATE SEAL]

Attest:

\_\_\_\_\_

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY,

By: \_\_\_\_\_

[CORPORATE SEAL]

Attest:

\_\_\_\_\_

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

On this \_\_\_\_\_ day of March, 1983, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is the \_\_\_\_\_ 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.

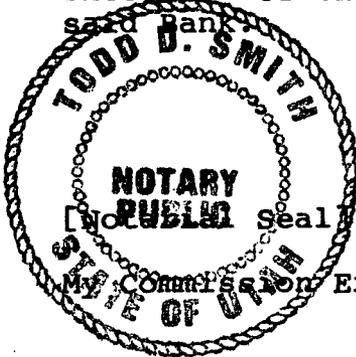
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires

STATE OF UTAH )  
 ) ss.:  
COUNTY OF SALT LAKE )

On this 30 day of March 1983, before me personally appeared T L Clayton to me personally known, who being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said Bank and that said instrument was signed and sealed on behalf of said Bank 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 Bank.



Todd D. Smith  
Notary Public

STATE OF MARYLAND        )  
                                  ) ss.:  
CITY OF BALTIMORE,        )

On this \_\_\_\_\_ day of March 1983, before me personally appeared Russell E. Schreiber, who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, 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

EXHIBIT A

Semi-Annual  
Lease Factors  
Payments  
1 - 40

Class D Equipment -  
Tank Cars settled for on  
the fourth Closing Date  
(September 30, 1982) ..... 5.9228218

EXHIBIT B

AMENDED CASUALTY VALUE PERCENTAGES

CLASS D EQUIPMENT

<u>Rental Payment Date</u>	<u>Casualty Value Percentage</u>
9/30/1982	101.471%
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9/30/2001	27.488%
3/30/2002	23.081%
9/30/2002	20.000%
3/30/2003	20.000%
9/30/2003	20.000%
3/30/2004	20.000%
9/30/2004	20.000%

EXHIBIT C

AMENDED TERMINATION VALUE PERCENTAGES

CLASS D EQUIPMENT

<u>Rental Payment Date</u>	<u>Termination Value Percentage</u>
9/30/1982	-
3/30/1983	-
9/30/1983	-
3/30/1984	-
9/30/1984	-
3/30/1985	-
9/30/1985	-
3/30/1986	-
9/30/1986	-
3/30/1987	-
9/30/1987	-
3/30/1988	-
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9/30/2004	20.000%

EXHIBIT D

Semi-Annual  
Lease Factors  
Payments  
41 - 44

Class D Equipment -  
Tank Cars settled for on  
the fourth Closing Date  
(September 30, 1982) ..... 2.9614118