

13824

RECORDATION NO. .... Filed 1425

OCT 28 1982-3 00 PM

2-301A039

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New No.

Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

No. ....  
Date OCT 28 1982  
Fee \$ 60.00  
ICC Washington, D. C.

RECORDATION NO. 13824 A  
Filed 1425  
OCT 28 1982-3 00 PM

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of Section 11303(a) of Title 49 of the U.S. Code are the original and seven counterparts of a Lease Agreement dated as of September 30, 1982. This Lease Agreement is a primary document. Also enclosed are two Lease Supplements specifically describing the equipment to be leased under the Lease Agreement. The Lease Supplements are secondary documents.

A general description of the locomotives and railroad cars covered by the enclosed documents and intended for use related to interstate commerce is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties to the Lease Agreement and the Lease Supplements are as follows:

RECORDATION NO. 13824-B  
Filed 1425

OCT 28 1982-3 00 PM

INTERSTATE COMMERCE COMMISSION

Lessor:

First Security Bank of Utah,  
National Association and  
Robert S. Clark, as trustees  
under Lone Star Steel Company  
Trust No. 82-1  
79 South Main Street  
Salt Lake City, Utah 84111  
Attention: Trust Division Corporate  
Trust Department

Lessee:

Lone Star Steel Company  
P.O. Box 35888  
2200 West Mockingbird Lane  
Dallas, Texas 75235  
Attention: Vice President and  
Controller

RECEIVED  
OCT 28 2 55 PM '82  
I.C.C.  
OPERATIONS BR.

The undersigned is the Lessee mentioned in the enclosed documents and has knowledge of the matters set forth therein.

Please return the original and five copies of the Lease Agreement and the Lease Supplements to Robert Nash, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$60.00 covering the required recording fee.

A short summary of the enclosed primary and secondary documents to appear in the Index is as follows:

Agatha L. Mergenovich

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Lease Agreement and two Lease Supplements between First Security Bank of Utah, National Association and Robert S. Clark, as Trustees under Lone Star Steel Company Trust No. 82-1, 79 South Main Street, Salt Lake City, Utah 84111, and Lone Star Steel Company, as Lessee, P.O. Box 35888, 2200 West Mockingbird Lane, Dallas, Texas 75235 covering 5 locomotives and 118 railroad cars.

Very truly yours,

LONE STAR STEEL COMPANY

By Daniel P. Casey  
Its Attorney in fact for Alex Lundsten, its  
LESSEE AS AFORESAID Vice President

Enclosures

OCT 28 1982-3 00 PM

LEASE SUPPLEMENT NO. 1D

INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT NO. 1D, dated as of September 30, 1982 between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a national banking association and ROBERT S. CLARK, as trustees (the "Lessor") under the Trust Agreement dated as of September 30, 1982, and LONE STAR STEEL COMPANY, a Texas corporation (the "Lessee");

W I T N E S S E T H:

1. The Lessor and the Lessee have heretofore entered into a Lease Agreement dated as of September 30, 1982 (the "Lease") providing for the execution and delivery from time to time of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.

2. The Lessee hereby acknowledges and confirms that on the date hereof the Equipment described in Schedule A attached hereto and made a part hereof (the "Equipment"), has been unconditionally accepted by the Lessee and is now leased under the Lease. The Lessee represents and warrants that the Equipment is free and clear of all liens, claims and encumbrances except the lien of the Security Agreement and of Permitted Encumbrances.

3. The date of delivery and acceptance of the Equipment is the date of this Lease Supplement set forth in the opening paragraph hereof.

4. The aggregate Lessor's Cost for the Equipment, the Lessor's Cost for each Item of Equipment, the Lease Term, the Interim Rent rate and the amount thereof, the Periodic Rent rate and the amount of each installment thereof and the Periodic Rent Payment dates with respect to each Item of Equipment are as set forth in Schedule A attached hereto.

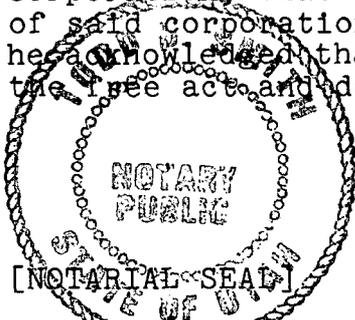
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THIS LEASE SUPPLEMENT AND THE RIGHTS OF THE LESSOR UNDER THE LEASE IN RESPECT OF THE ITEMS OF EQUIPMENT HEREIN DESCRIBED AND CERTAIN RENT DUE AND TO BECOME DUE UNDER THE LEASE AND THIS LEASE SUPPLEMENT IN RESPECT OF SUCH ITEMS HAS BEEN ASSIGNED TO, AND IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, STATE OF WISCONSIN INVESTMENT BOARD, ASSIGNEE, AS SECURED PARTY UNDER A SECURITY AGREEMENT DATED AS OF SEPTEMBER 30, 1982 FROM THE LESSOR TO SAID ASSIGNEE. NO SECURITY INTEREST IN THIS LEASE SUPPLEMENT AND THE RIGHTS OF THE LESSOR UNDER THE LEASE IN RESPECT OF THE EQUIPMENT HEREIN DESCRIBED MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OF THIS LEASE SUPPLEMENT OTHER THAN COUNTERPART NO. 1. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM STATE OF WISCONSIN INVESTMENT BOARD, 201 EAST WASHINGTON AVENUE, P.O. BOX 7842, MADISON, WISCONSIN 53707, ATTENTION: INVESTMENT DIRECTOR - PRIVATE PLACEMENTS.



STATE OF UTAH )  
 ) SS  
COUNTY OF SALT LAKE )

On this 30th day of Sept, 1982, before me personally appeared RANDY R. MARCHANT, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY STATE BANK, <sup>OF UTAH, N.A.</sup> 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.



[Signature]  
Notary Public

My Commission Expires: 8/13/85

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 29th day of SEPTEMBER, 1982, before me personally appeared DANIEL P. CASEY, to me personally known, who, being by me duly sworn, says that he is the ATTORNEY-IN-FACT FOR ALEX LUNDSTEEB VICE PRESIDENT of LONE STAR STEEL COMPANY, 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.

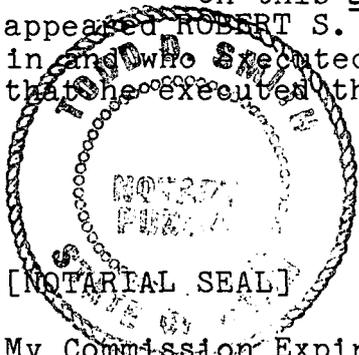
[Signature]  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 6/16/83

STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE ) SS

On this 30th day of Sept, 1982, before me personally appeared ROBERT S. CLARK, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.



Robert S. Clark  
Notary Public

My Commission Expires: 8/13/85

DESCRIPTION OF EQUIPMENT

<u>Description of Item</u>	<u>Seller</u>	<u>Group</u>	<u>Serial No.</u>	<u>Lessor's Cost</u>	<u>Place of Delivery and Location</u>	<u>Re-Lease Values</u>
Rebuilt 70 Ton Hoppers (68)	T&N Railroad	D	TN5020 through TN5087, both inclusive	\$2,176,000	n/a	See Schedule B attached hereto
Rebuilt 100 Ton Gondolas (10)	T&N Railroad	D	TN8013 through TN8022, both inclusive	370,000	n/a	
Rebuilt 70 Ton Hoppers (40)	T&N Railroad	D	TN5088 through TN5127, both inclusive	1,360,000	n/a	
Ford Fire Apparatus	Lone Star	D	DYD80V8B VJ17283	<u>85,000</u>	Lone Star, Tx	
Total Lessor's Cost				<u>\$3,991,000</u>		

SCHEDULE A  
(to Lease Supplement No. 1D)

Interim Rent Rate and Amount:

See Section 3(a) of the Lease

Lease Term:

Twelve Years

Periodic Rent Rates:

First 24 Payments 3.4337% of Lessor's Cost; Last 24 Payments 4.1868% of Lessor's Cost

Periodic Rent Amounts:

First 24 Payments \$137,038.97; Last 24 Payments \$167,095.19

Periodic Rent Payment Dates:

April 3, 1983 and each July 3, October 3, January 3 and April 3 thereafter to and including January 3, 1995

SCHEDULE OF RE-LEASE VALUES

RE-LEASE VALUE: The following per cent of the Lessor's Cost of an Item of Equipment is to be paid on a Periodic Rent Payment Date pursuant to Section 13 of the Lease Agreement as a result of the Lessee terminating the Lease due to the obsolescence of any such Item if such Item is re-leased pursuant to the terms of Section 13 of the Lease Agreement depending upon when the Re-Lease Value is paid:

<u>Periodic Rent Payment Date No.</u>	<u>Re-Lease Value Payable with respect to an Item of Equipment (in addition to Periodic Rent install- ment for such Item due on such date)</u>
21	83.26%
22	81.80%
23	80.26%
24	78.62%
25	77.12%
26	75.53%
27	73.85%
28	72.05%
29	70.14%
30	68.12%
31	65.97%
32	63.68%
33	61.25%
34	58.67%
35	55.92%
36	53.01%
37	49.91%
38	46.62%
39	43.13%
40	39.41%
41	35.47%
42	31.27%
43	26.82%
44	22.08%
45	17.05%
46	11.71%
47	6.03%
48	0.00%