

4-058A028

14166-B

No.
Date ... FEB 27 1984
Fee \$ 10.00
ICC Wash D.C.

RECORDATION NO. 14166-B Filed 1425
FEB 27 1984 - 12 05 PM
INTERSTATE COMMERCE COMMISSION

REGISTERED
FEB 27 12 00 PM '84
I.C.C.
FEE OPERATION BR.

Agatha Mergenovich
Interstate Commerce Commission
Washington, D.C.

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of 49 USC 11303(a) are the original and six counterparts of a Restated Lease Supplement No. 1 dated as of October 15, 1983. **

A general description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Lessor: Valley Bank of Nevada
300 South 4th Street
Las Vegas, Nevada 89101

Lessee: General American Transportation Corporation
120 South Riverside Plaza
Chicago, Illinois 60606

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

Please return the original and five copies of the Restated Lease Supplement No. 1 to Deborah G. Page, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

A short summary of the enclosed document to appear in the Index as follows:

Restated Lease Supplement No. 1 dated as of October 15, 1983 between Valley Bank of Nevada, as Lessor, 300 South 4th Street, Las Vegas, Nevada 89101, and General American Transportation

** The enclosed Restated Lease Supplement No. 1 is a secondary document and relates to an Equipment Lease dated as of August 1, 1983 which was duly filed and recorded at 9:40 a.m. on September 21, 1983 and assigned Recordation Number 14166.

C.P. Kessler

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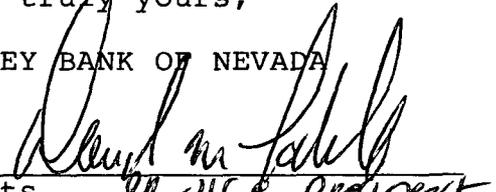
Corporation, as Lessee, 120 South Riverside Plaza, Chicago, Illinois 60606, covering 67 tank cars and 27 covered hopper cars.

Very truly yours,

VALLEY BANK OF NEVADA

By

Its


J. J. C. President

LESSOR AS AFORESAID

Enclosures

DESCRIPTION OF EQUIPMENT

<u>Number of Cars</u>	<u>Description</u>	<u>Identifying Mark and Numbers</u>
<u>TANK CARS</u>		
10	DOT 111A100W-1 13,750 gallon Rubber Lined. Super phosphoric acid.	GATX 17525 through 17534, inclusive
30	DOT 111A100W-5 20,000 gal. Rubber Lined. Hydrochloric Acid.	GATX 61111 through 61140, inclusive
7	DOT 111A60ALW-2 20,000 gal. Aluminum. Hydrogen peroxide.	GATX 73708 through 73714, inclusive
5	DOT 111A100W-5 20,000 gal. Rubber lined. Hydrochloric Acid.	GATX 12986 through 12990, inclusive
15	DOT 111A60W-1 11,350 gal. Titanium Dioxide. Slurry.	GATX 15671 through 15685, inclusive
<u>COVERED HOPPER CARS</u>		
20	LO. Airslide 4,566 cu. ft. Polycloth lining. Flour.	GACX 56259 through 56278, inclusive

<u>Number of Cars</u>	<u>Description</u>	<u>Identifying Mark and Numbers</u>
3	LO. Airslide 4,566 cu. ft. Polycloth lining. Starch.	GACX 56291 through 56293, inclusive
4	LO. Airslide 4,566 cu. ft. Polycloth lining. Starch.	GACX 56294 through 56297, inclusive

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

12:05pm

2/27/84

Deborah G. Page, Esq
Chapman & Cutler
111 West Monroe St.
Chicago, Illinois 60603

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 **2/27/84** at **12:05pm** and assigned re-
recording number (s). **14166-B**

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure (s)

SE-30
(7/79)

FEB 27 1984 12 05 PM

RESTATED LEASE SUPPLEMENT NO. 1 INTERSTATE COMMERCE COMMISSION

This RESTATED LEASE SUPPLEMENT NO. 1, dated as of October 15, 1983, between VALLEY BANK OF NEVADA, a Nevada banking corporation (the "Lessor"), and GENERAL AMERICAN TRANSPORTATION CORPORATION, a New York corporation (the "Lessee");

W I T N E S S E T H:

The Lessor and the Lessee have heretofore entered into that certain Equipment Lease dated as of August 1, 1983 (the "Lease"). The terms used herein are used with the meanings specified in the Lease.

The Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for, among other things, the purpose of confirming any change in Fixed Rentals, Casualty Value and Early Termination Value.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Section 2.1(a) of the Lease is hereby amended to read in full as follows:

"(a) Fixed Rental. For each Item of Equipment, the Lessee shall pay to the Lessor 40 semiannual installments of fixed rental (the "Fixed Rental") payable in arrears, the first through twentieth installments, both inclusive, each in an amount equal to 5.056850% of the Purchase Price thereof, and the twenty-first through fortieth installments, both inclusive, each in an amount equal to 6.180482% of the Purchase Price thereof."

2. Schedules D and E to the Lease, showing Casualty Values and Early Termination Values, are hereby amended to read in full as attached hereto.

3. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Restated Lease Supplement may refer to the "Equipment Lease dated as of August 1, 1983" or the "Lease dated as of August 1, 1983" without making specific reference to this Restated Lease Supplement, but nevertheless all such references shall be deemed to include this Restated Lease Supplement unless the context shall otherwise require.

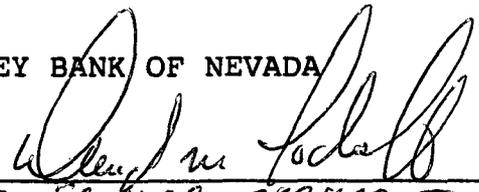
4. This Restated Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, except as herein modified, shall be and remain in full force and effect.

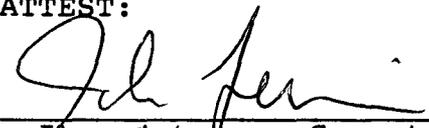
5. This Restated Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

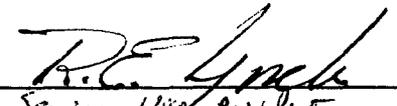
IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Restated Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

[SEAL]
ATTEST:

Its Secretary Secretary

VALLEY BANK OF NEVADA
By 
Its Sr Vice President

[SEAL]
ATTEST:

Its Secretary Secretary

GENERAL AMERICAN TRANSPORTATION CORPORATION
By 
Its Senior Vice President

Consented to as of the date first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION
as Security Trustee
By 
Its VP

STATE OF NEVADA)
)
COUNTY OF Clark) SS

On this 30 day of December, 1983, before me personally appeared Douglas M. Todoroff, and Robert Kolesar, to me personally known, who being by me duly sworn, says that they are the SENIOR VICE PRESIDENT and ASSIS. SECRETARY, respectively of VALLEY BANK OF NEVADA, 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Roberta Duchene
Notary Public

[NOTARIAL SEAL]

My commission expires:



NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ROBERTA DUCHENE

My Appointment Expires Sept. 18, 1985

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

On this 25th day of January, 1984, before me personally appeared R.E. WYNCH and JOHN LEVIN, to me personally known, who being by me duly sworn, says that they are the SENIOR VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of GENERAL AMERICAN TRANSPORTATION 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rainey L. Job
Notary Public

[NOTARIAL SEAL]

My commission expires: 1/29/84



SCHEDULE OF CASUALTY VALUE

The Casualty Value for an Item of Equipment contained in Group A payable on the Term Lease Commencement Date or any Fixed Rental payment date thereafter shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule:

<u>Term Lease Commencement Date or Number of Fixed Rental Payment Date on which Casualty Value is Paid</u>	<u>Percentage of Purchase Price Payable as Casualty Value</u>
Term Lease Commencement Date	107.418244%
1	111.287198
2	114.079725
3	113.167889
4	114.161278
5	111.438097
6	110.930304
7	107.536891
8	106.959316
9	103.491481
10	102.834534
11	99.282049
12	98.534823
13	97.737907
14	96.887996
15	95.981566
16	95.014858
17	93.983864
18	92.884309
19	91.711634
20	90.460975
21	88.003516
22	85.382636
23	82.587468
24	79.665691
25	76.608888
26	73.408078
27	70.053686
28	66.535497
29	62.842620
30	58.963438

Term Lease Commencement Date
or Number of Fixed Rental
Payment Date on which
Casualty Value is Paid

Percentage of Purchase
Price Payable as
Casualty Value

31	54.885561%
32	50.619048
33	46.239882
34	41.959832
35	37.780450
36	33.874931
37	30.221924
38	27.035592
39	23.590925
40	20.000000

(GATC No. 83-3)

SCHEDULE OF CASUALTY VALUE

The Casualty Value for an Item of Equipment contained in Group B payable on the Term Lease Commencement Date or any Fixed Rental payment date thereafter shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule:

<u>Term Lease Commencement Date or Number of Fixed Rental Payment Date on which Casualty Value is Paid</u>	<u>Percentage of Purchase Price Payable as Casualty Value</u>
Term Lease Commencement Date	106.037656%
1	108.370295
2	110.259314
3	108.991008
4	110.323488
5	108.613801
6	109.543003
7	107.440047
8	107.951325
9	105.403407
10	105.441862
11	102.400657
12	101.948660
13	101.262691
14	100.412780
15	99.506350
16	98.539642
17	97.508648
18	96.409093
19	95.236418
20	93.985760
21	91.528301
22	88.907421
23	86.112252
24	83.190476
25	80.133672
26	76.932863
27	73.578470
28	70.060281
29	66.367404
30	62.498716

Term Lease Commencement Date
or Number of Fixed Rental
Payment Date on which
Casualty Value is Paid

Percentage of Purchase
Price Payable as
Casualty Value

31	58.478753%
32	54.385350
33	50.210408
34	46.017317
35	41.768062
36	37.536298
37	33.282949
38	29.093781
39	24.646903
40	20.000000

(GATC No. 83-3)

SCHEDULE OF CASUALTY VALUE

The Casualty Value for an Item of Equipment contained in Group C payable on the Term Lease Commencement Date or any Fixed Rental payment date thereafter shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule:

<u>Term Lease Commencement Date or Number of Fixed Rental Payment Date on which Casualty Value is Paid</u>	<u>Percentage of Purchase Price Payable as Casualty Value</u>
Term Lease Commencement Date	106.350353%
1	107.737984
2	108.707697
3	109.346564
4	109.645022
5	109.644441
6	109.286476
7	108.744915
8	108.167340
9	107.551356
10	106.894409
11	106.193776
12	105.446550
13	104.649634
14	103.799723
15	102.893293
16	101.926585
17	100.895591
18	99.796036
19	98.623361
20	97.372702
21	94.915243
22	92.294363
23	89.499195
24	86.577418
25	83.520615
26	80.319805
27	76.965413
28	73.454584
29	69.792673
30	66.004369

Term Lease Commencement Date
or Number of Fixed Rental
Payment Date on which
Casualty Value is Paid

Percentage of Purchase
Price Payable as
Casualty Value

31	62.072385%
32	58.015204
33	53.804665
34	49.461558
35	44.954835
36	40.307937
37	35.486564
38	30.517204
39	25.345892
40	20.000000

(GATC No. 83-3)

SCHEDULE OF CASUALTY VALUE

The Casualty Value for an Item of Equipment contained in Group D payable on the Term Lease Commencement Date or any Fixed Rental payment date thereafter shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule:

<u>Term Lease Commencement Date or Number of Fixed Rental Payment Date on which Casualty Value is Paid</u>	<u>Percentage of Purchase Price Payable as Casualty Value</u>
Term Lease Commencement Date	105.883978%
1	106.680039
2	107.291052
3	107.762661
4	108.112199
5	108.359821
6	108.499307
7	108.541520
8	108.469548
9	108.293774
10	107.997278
11	107.592992
12	107.071072
13	106.439426
14	105.682885
15	104.810705
16	103.843998
17	102.813004
18	101.713449
19	100.540773
20	99.290115
21	96.832656
22	94.211776
23	91.416607
24	88.494831
25	85.438028
26	82.239600
27	78.895280
28	75.408545
29	71.771512
30	67.988508

Term Lease Commencement Date
or Number of Fixed Rental
Payment Date on which
Casualty Value is Paid

Percentage of Purchase
Price Payable as
Casualty Value

31	64.038888%
32	59.927316
33	55.630755
34	51.154253
35	46.589650
36	41.589650
37	36.478198
38	31.143695
39	25.646227
40	20.000000

(GATC No. 83-3)

SCHEDULE OF EARLY TERMINATION VALUE

The Early Termination Value for an Item of Equipment contained in Group A payable on the Term Lease Commencement Date or any Fixed Rental payment date thereafter shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule:

<u>Term Lease Commencement Date or Number of Fixed Rental Payment Date on which Early Termination Value is Paid</u>	<u>Percentage of Purchase Price Payable as Early Termination Value</u>
20	90.460975%
21	88.003516
22	85.382636
23	82.587468
24	79.665691
25	76.608888
26	73.408078
27	70.053686
28	66.535497
29	62.842620
30	58.963438
31	54.885561
32	50.619048
33	46.239882
34	41.959832
35	37.780450
36	33.874931
37	30.221924
38	27.035592
39	23.590925
40	20.000000

(GATC No. 83-3)

SCHEDULE E-1
(to Equipment Lease)
(Group A)

SCHEDULE OF EARLY TERMINATION VALUE

The Early Termination Value for an Item of Equipment contained in Group B payable on the Term Lease Commencement Date or any Fixed Rental payment date thereafter shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule:

<u>Term Lease Commencement Date or Number of Fixed Rental Payment Date on which Early Termination Value Paid</u>	<u>Percentage of Purchase Price Payable as Early Termination Value</u>
20	93.985760
21	91.528301
22	88.907421
23	86.112252
24	83.190476
25	80.133672
26	76.932863
27	73.578470
28	70.060281
29	66.367404
30	62.498716
31	58.478753
32	54.385350
33	50.210408
34	46.017317
35	41.768062
36	37.536298
37	33.282949
38	29.093781
39	24.646903
40	20.000000

(GATC No.83-3)

SCHEDULE OF EARLY TERMINATION VALUE

The Early Termination Value for an Item of Equipment contained in Group C payable on the Term Lease Commencement Date or any Fixed Rental payment date thereafter shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule:

<u>Term Lease Commencement Date or Number of Fixed Rental Payment Date on which Early Termination Value is Paid</u>	<u>Percentage of Purchase Price Payable as Early Termination Value</u>
20	97.372702
21	94.915243
22	92.294363
23	89.499195
24	86.577418
25	83.520615
26	80.319805
27	76.965413
28	73.454584
29	69.792673
30	66.004369
31	62.072385
32	58.015204
33	53.804665
34	49.461558
35	44.954835
36	40.307937
37	35.486544
38	30.517204
39	25.345892
40	20.000000

SCHEDULE OF EARLY TERMINATION VALUE

The Early Termination Value for an Item of Equipment contained in Group D payable on the Term Lease Commencement Date or any Fixed Rental payment day thereafter shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule:

<u>Term Lease Commencement Date or Number of Fixed Rental Payment Date on which Early Termination Value is Paid</u>	<u>Percentage of Purchase Price Payable as Early Termination Value</u>
20	99.290115
21	96.832656
22	94.211776
23	91.416607
24	88.494831
25	85.438028
26	82.239600
27	78.895280
28	75.408545
29	71.771512
30	67.988508
31	64.038888
32	59.927316
33	55.630755
34	51.154253
35	46.472055
36	41.589650
37	36.478198
38	31.143695
39	25.646227
40	20.000000

(GATC No. 83-3)