

OSTER
Researching Services

12897 Colonial Dr. • Mt. Airy, Md. 21771
301-253-6040

100097007

RECORDATION NO. 17559-D FILED 1425

JAN 31 1994 -9 35 AM

INTERSTATE COMMERCE COMMISSION

January 28, 1994

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. Lee:

Enclosed is a CAT Value Option Schedule No. 5 to a Master Tax Lease dated Septemer 30, 1991.

Please file this agreement as a supplement to ICC Recordation #17559.

The filing fee of \$18 is enclosed. Thank you for your assistance.

Sincerely,

Mary A Oster

Mary Ann Oster
Research Consultant

Enclosures

LICENSING BRANCH

JAN 31 9 27 AM '94

RECEIVED
OFFICE OF THE
SECRETARY

Copy to Mary A Oster

Interstate Commerce Commission
Washington, D.C. 20423

1/31/94

OFFICE OF THE SECRETARY

Mary A. Oster
Research Consultant
Oster Researching Services
12697 Colonial Dr.

Mt Air Mail MD. 21771

Dear ~~Ms.~~ ^{MS.} Oster:
The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 1/31/94 at 9:35am, and assigned
recording number(s). 17559-D

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 17559-D FILED 1425

ACKNOWLEDGMENT

JAN 31 1994 - 9 35 AM

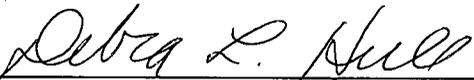
INTERSTATE COMMERCE COMMISSION

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

On this 20th day of December 1993, before me personally came and appeared Ronald R. Rossmann known to me, who being by me duly sworn, did say that he resides in Brentwood, TN, that he is Operations Manager of Caterpillar Financial Services Corporation and acknowledged that he executed the foregoing instrument pursuant to the authorization of the Board of Directors of Caterpillar Financial Services Corporation, for the purposes therein contained and in the capacities therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the date and year last above written.



Notary Public

My Commission Expires March 23, 1996

ACKNOWLEDGMENT

STATE OF Indiana)

COUNTY OF Lake)

On this 19th day of December 1993, before me personally came and appeared Jay M. Gatz known to me, who being by me duly sworn, did say that he resides in Chicago, IL, that he is Vice-President of Inland Steel Company, and acknowledged that he executed the foregoing instrument pursuant to the authorization of the Board of Directors of Inland Steel Company, for the purposes therein contained and in the capacities therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the date and year last above written.

Joanne M. Gruszkowski
Notary Public
Joanne M. Gruszkowski





CATERPILLAR FINANCIAL SERVICES CORPORATION

3322 West End Avenue Nashville, TN 37203-0990

RECORDATION NO. 17559-17
FILED 1425

JAN 31 1994 -9 35 AM

CAT VALUE OPTION SCHEDULE NO 5 TO CAT MASTER TAX LEASE
DATED AS OF September 30, 19 91
BETWEEN CATERPILLAR FINANCIAL SERVICES CORPORATION AND
Inland Steel Company

INTERSTATE COMMERCE COMMISSION

A. Description of Units

3 New Peoria Locomotive Works SC-15A
Switcher Locomotives
Serial Numbers: 148-93/149-93/151-93

Rental Rate

\$6,973.00 each

**Purchase
Option Price**

\$329,700.00 each

B Term and Rental: The Lease term for each Unit shall commence on the Delivery Date in respect thereof and shall continue for 120 months. During the Lease term, Lessee shall pay rental in ~~advance~~ ^{arrears} for each Unit, at the rate set forth in Section A hereof for such Unit, in consecutive monthly installments commencing on (i) the fifteenth day of the month in which the Delivery Date occurs, with respect to Units for which the Delivery Date is one of the first fifteen days of a calendar month, or (ii) the first day of the month following the month in which the Delivery Date occurs, with respect to Units for which the Delivery Date is subsequent to the fifteenth day of a calendar month.

C **Purchase Option:** If no Event of Default shall have occurred and be continuing, Lessee may, by notice delivered to Lessor not less than sixty days prior to the end of the term of the Lease with respect to any Unit, elect to purchase at the end of such term such Unit for the "Purchase Option Price" set forth in Section A hereof. Lessor and Lessee agree that said Purchase Option Price constitutes a reasonable estimate of the fair market value of such Unit at the end of such term. Upon receipt of the Purchase Option Price, plus any taxes due in connection with the sale of such Unit, Lessor shall deliver to Lessee a bill of sale (without warranties except that such Unit is free of all encumbrances of any person claiming through Lessor) for such Unit.

D **Utilization Date:** March 31, 19 94

E **Interest Rate on Late Payments:** The lesser of 5 % per month or the highest legal contract rate of interest.

F **Location of Units (street address, city, county & state):** 3210 Watling Street
East Chicago, Lake, IN 46312

G. **Tax Indemnity:** The Lease is entered into on the basis that Lessor shall be entitled to an investment credit equal to 0 % of the purchase price (including freight and any sales tax capitalized as part of such Unit's cost) of each Unit and annual capital cost recovery deductions with respect to each Unit for property with a recovery period of 7 years.

H **Special Provisions:** The following Riders are a part of the Lease

Furthermore, not less than 6 months prior to the end of the term of the Lease with respect to any Unit, Lessee may elect to extend the term of the Lease with respect to such Unit based on the following payment schedule expressed as a percentage of original Lease payments:

<u>Period of Extension</u>	<u>Model</u>
Month-to-Month	100%
60 Months	75%

Bill of Sale

This Schedule is dated as of Dec 17, 1993

Inland Steel Company
J. M. Gratz
(Lessee)

By J. M. Gratz
Title Vice - President
Date 12/17, 1993

Address 30 West Monroe Street
Chicago, IL 60603

CATERPILLAR FINANCIAL SERVICES CORPORATION
(Lessor)

By R. Rossman
Title Operations Manager
Date DEC 20 1993, 1993

Address 3322 West End Avenue
Nashville, TN 37203-0990

DELIVERY SUPPLEMENT

SCHEDULE NO. 5

This pertains to the Lease, dated as of September 30, 1991, between Caterpillar Financial Services Corporation as Lessor and Inland Steel Company as Lessee.

This confirms that the Lessee physically received the following Units on the possession date(s) below. As of the date of signature of this form, (i) the Units are in all respects satisfactory to Lessee for leasing under the Lease, and (ii) Lessor has performed all of its obligations under the Lease.

<u>Description of Units (Include Serial Numbers)</u>	<u>Location (City, County, State)</u>	<u>Possession Date</u>
1 New Peoria Locomotive Works SC-15A Switcher Locomotive Serial Number: 148-93	East Chicago, Lake, IN	12/16/93

Inland Steel Company
SIGNATURE
J. M. Gatz
By **PRINTED SIGNATURE NAME**
J. M. Gatz
Title Vice-President
Date 12-17-93

DELIVERY SUPPLEMENT

SCHEDULE NO. 5

This pertains to the Lease, dated as of September 30, 1991, between Caterpillar Financial Services Corporation as Lessor and Inland Steel Company as Lessee.

This confirms that the Lessee physically received the following Units on the possession date(s) below. As of the date of signature of this form, (i) the Units are in all respects satisfactory to Lessee for leasing under the Lease, and (ii) Lessor has performed all of its obligations under the Lease.

<u>Description of Units</u> <u>(Include Serial Numbers)</u>	<u>Location</u> <u>(City, County, State)</u>	<u>Possession Date</u>
1 New Peoria Locomotive Works SC-15A Switcher Locomotive Serial Number: 149-93	East Chicago, Lake, IN	12/17/93

Inland Steel Company
~~SIGNATURE~~
J.M. Gratz
By J.M. Gratz ~~PRIME SIGNATURE NAME~~
Title Vice-President
Date 12-17-93

DELIVERY SUPPLEMENT

SCHEDULE NO. 5

This pertains to the Lease, dated as of September 30, 1991, between Caterpillar Financial Services Corporation as Lessor and Inland Steel Company as Lessee.

This confirms that the Lessee physically received the following Units on the possession date(s) below. As of the date of signature of this form, (i) the Units are in all respects satisfactory to Lessee for leasing under the Lease, and (ii) Lessor has performed all of its obligations under the Lease.

<u>Description of Units (Include Serial Numbers)</u>	<u>Location (City, County, State)</u>	<u>Possession Date</u>
1 New Peoria Locomotive Works SC-15A Switcher Locomotive Serial Number: 151-93	East Chicago, Lake, IN	12/22/93

Inland Steel Company ~~Company~~ **TIRE**

J. M. Grotz
By J. M. Grotz PRINT SIGNATURE NAME
Title Vice-President
Date 12/22/93

**BILL OF SALE
Schedule #5**

In consideration of the sum of \$785,000.00 the receipt of which is hereby acknowledged, Inland Steel Company ("Seller") sells to Caterpillar Financial Services Corporation ("Buyer") the property listed below (the "Property").

Seller covenants and warrants that:

1. It is the owner of, and has absolute title to, the Property free and clear of all claims, liens and encumbrances.
2. It has not made any prior sale, assignment or transfer of the Property.
3. It has the present right, power and authority to sell the Property to Buyer.
4. All action has been taken which is required to make this Bill of Sale a legal, valid and binding obligation of Seller.

Seller shall, subject to such exceptions as are provided for in the Lease and Rider thereto both dated September 30, 1991 between Seller and Buyer, forever warrant and defend the sale of the Property to Buyer, its successors and assigns, against any persons claiming an interest in the property. This Bill of Sale is binding on the successors and assigns of Seller and inures to the benefit of the successors and assigns of Buyer.

1 Peoria Locomotive Works SC-15A Switcher Locomotive
Serial Number: 148-93

Caterpillar Financial Services Corporation
Buyer

Signature: RR Rossman
Name (PRINT): RR Rossman
Title: Operations Manager
Date: DEC 20 1993

Inland Steel Company

Seller

Signature: J M Gatz
Name (PRINT): J. M. Gatz
Title: Vice-President
Date: 12/17/93

BILL OF SALE
Schedule #5

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1 Peoria Locomotive Works SC-15A Switcher Locomotive
Serial Number: 149-93

Caterpillar Financial Services
Corporation
Buyer

Signature: *P.R. Rossmann*

Name (PRINT): P.R. Rossmann

Title: Operations Manager

Date: DEC 20 1993

Inland Steel Company

Seller

Signature: *J.M. Gratz*

Name (PRINT): J.M. Gratz

Title: Vice-President

Date: 12-17-93

BILL OF SALE
Schedule #5

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1 Peoria Locomotive Works SC-15A Switcher Locomotive
Serial Number: 151-93

Caterpillar Financial Services
Corporation
Buyer

Signature: Ronald R. Rossman

Name (PRINT): RONALD R. ROSSMAN

Title: Operations Manager

Date: December 20, 1993

Inland Steel Company

Seller

Signature: J. M. Gratz

Name (PRINT): J. M. Gratz

Title: Vice-President

Date: 12-17-93