



1100 Shawnee Street  
Mount Vernon, Illinois  
(P) 618.241.9270

RECORDATION NO. 30123-H  
FILED OCTOBER 5, 2016 11:47 AM  
SURFACE TRANSPORTATION BOARD

September 29, 2016

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
Washington DC 20423-0001

Re: Rail Equipment Recordation; E-Filing

Dear Section Chief,

I have attached for recordation, pursuant to 49 U.S.C. 11301, one original of Amendment No. 5 dated September 9, 2016 (a secondary document) to the Locomotive Lease Agreement, dated February 1, 2012, (a primary document) previously recorded with the STB under recordation # 30123.

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

Lessor: National Railway Equipment Co.  
1100 Shawnee Street  
Mt. Vernon, IL 62864

Lessee: Wells Fargo Rail Corporation (formerly known as First Union Rail Corporation)  
9377 W. Higgins Rd., Ste. 600  
Rosemont, IL 60018

The equipment covered by Amendment No. 5 to the Locomotive Lease Agreement is as follows:

Twelve (12) SD40-2 Locomotives bearing road numbers: FURX 3051, FURX 3050, FURX 3030, FURX 3032, FURX 3037, FURX 3038, FURX 3039, FURX 3044, FURX 3045, FURX 3048, FURX 3049, FURX 3019.

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

Amendment No. 5 dated September 9, 2016 to Locomotive Lease Agreement dated February 1, 2012 between National Railway Equipment Co. (Lessor) and Wells Fargo Rail Corporation (formerly known as First Union Rail Corporation)



1100 Shawnee Street  
Mount Vernon, Illinois  
(P) 618.241.9270

(Lessee), for the lease of twelve SD40-2 locomotives, bearing road numbers:  
FURX 3051, FURX 3050, FURX 3030, FURX 3032, FURX 3037, FURX 3038,  
FURX 3039, FURX 3044, FURX 3045, FURX 3048, FURX 3049, FURX 3019.

Attached please find a credit card authorization form in the amount of \$45.00 to cover the E-Filing fees for recordation of the attached Addendum to Locomotive Lease.

Please return a date-stamped copy of the Locomotive Lease Agreement to:

Becky Burton  
National Railway Equipment Co.  
P.O. Box 1416  
Mt. Vernon, Illinois 62864

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to be 'Hal Burgan', written in a cursive style with a long horizontal stroke extending to the right.

Hal Burgan  
General Counsel



AMENDMENT NO. 5 TO LEASE SUPPLEMENT NO. 1

THIS AMENDMENT NO. 5 TO LEASE SUPPLEMENT NO. 1 dated as of September 9, 2016, effective as of the 1<sup>st</sup> day of October, 2016 ("Amendment"), by and between WELLS FARGO RAIL CORPORATION (formerly known as First Union Rail Corporation), a North Carolina corporation ("Lessor"), and NATIONAL RAILWAY EQUIPMENT CO., an Illinois corporation ("Lessee") and is made with respect to that certain Lease Supplement No. 1 dated as of February 1, 2012 (the "Lease Supplement"), by and between Lessor and Lessee and entered into pursuant to that certain Equipment Lease Agreement, dated as of February 1, 2012 (the "Lease") between Lessee and Lessor.

WHEREAS, Lessor and Lessee desire to amend the Lease Supplement;

NOW, THEREFORE, for mutual promises herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor do hereby agree as follows:

1. Definitions. All capitalized terms used herein but not defined herein shall have the meanings given to such terms in the Lease.

2. Replacement Annex A. Effective from and after October 1, 2016, Annex A to the Lease Supplement is hereby replaced with Amended Annex A attached hereto.

3. Replacement Annex B. Effective from and after October 1, 2016, Annex B to the Lease Supplement is hereby replaced with Amended Annex B attached hereto.

4. Basic Term Expiration Date. Section 4 of the Lease Supplement is hereby amended by deleting the date "September 30, 2016" and replacing it in its entirety with "September 30, 2017".

5. Affirmation. Lessee hereby (a) affirms and ratifies its obligations under the Lease and the Lease Supplement, and (b) agrees that the Transaction Documents are in full force and effect, except as otherwise amended hereby.

6. Representations. Lessee hereby (a) restates all of its representations, warranties and agreements set forth in Section 19 of the Lease, and confirms that after giving effect to the transactions contemplated herein and the amendments made hereby, the representations and warranties, taking into account such transactions and amendments, are accurate for all purposes as of the date hereof, and (b) without limiting the foregoing, Lessee represents, warrants and covenants to Lessor that (i) this Amendment is enforceable against Lessee in accordance with its terms; (ii) Lessee's execution and delivery of this Amendment and any other documents, agreements and instruments executed or delivered in connection herewith have been, or will be, duly authorized on its part; and (iii) that no Event of Default presently exists.

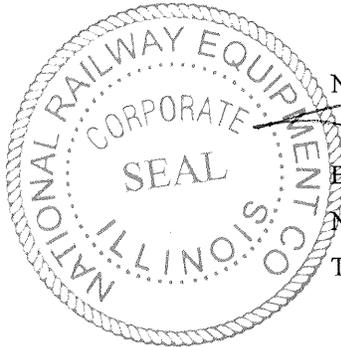
7. Miscellaneous. This Amendment, together with the Transaction Documents, constitute the entire agreement between the parties hereto, and supersede all prior or contemporaneous agreements, communications and understandings, both written or oral with respect to the subject matter of this Amendment. This Amendment may be executed in any number of counterparts and by the parties hereto in separate counterparts. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

[The remainder of this page is intentionally left blank.]

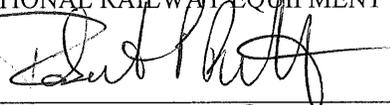
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to Lease Supplement No. 1 to be executed by their duly authorized representatives as of the date first above written.

WELLS FARGO RAIL CORPORATION

By:   
Name: **MICHAEL RULIS**  
Title: **VICE PRESIDENT SALES**



NATIONAL RAILWAY EQUIPMENT CO.

By:   
Name: ROBERT P RILEY  
Title: CFO

NREC003A

AMENDED ANNEX A  
to  
Lease Supplement No. 1

EQUIPMENT

Reporting Mark	Number	Location	Model
FURX	3051	Northport NE	SD40-2
		<b>Northport NE Count</b>	<b>1</b>
FURX	3050	Silvis	SD40-2
		<b>Silvis Count</b>	<b>1</b>
FURX	3030	Metro East	SD40-2R
FURX	3032	Metro East	SD40-2R
FURX	3037	Metro East	SD40-2R
FURX	3038	Metro East	SD40-2R
FURX	3039	Metro East	SD40-2R
FURX	3044	Metro East	SD40-2R
FURX	3045	Metro East	SD40-2R
FURX	3048	Metro East	SD40-2R
FURX	3049	Metro East	SD40-2R
		<b>Metro East Count</b>	<b>9</b>
FURX	3019	Paducah	SD40-2R
		<b>Paducah Count</b>	<b>1</b>
		<b>Grand Count</b>	<b>12</b>

AMENDED ANNEX B  
to  
Lease Supplement No.1

Basic Rent / Casualty Loss Value – SD40-2 Units

<b>Rent Payment Date / Casualty Loss Value Date</b>	<b>Basic Rent (per Unit per month)</b>	<b>Casualty Loss Value (per Unit)</b>
October 1, 2016		
November 1, 2016		
December 1, 2016		
January 1, 2017		
February 1, 2017		
March 1, 2017		
April 1, 2017		
May 1, 2017		
June 1, 2017		
July 1, 2017		
August 1, 2017		
September 1, 2017		

Basic Rent / Casualty Loss Value – SD40-2R Units

<b>Rent Payment Date / Casualty Loss Value Date</b>	<b>Basic Rent (per Unit per month)</b>	<b>Casualty Loss Value (per Unit)</b>
October 1, 2016		
November 1, 2016		
December 1, 2016		
January 1, 2017		
February 1, 2017		
March 1, 2017		
April 1, 2017		
May 1, 2017		
June 1, 2017		
July 1, 2017		
August 1, 2017		
September 1, 2017		

Any payment of the Casualty Loss Value pursuant to the Lease shall be made in addition to the payment of Basic Rent for such month in which the Casualty Loss Value payment was made.



1100 Shawnee Street  
Mount Vernon, Illinois  
(P) 618.241.9270

I, Hal Burgan, certify that I am the General Counsel of National Railway Equipment Co., that the seal affixed to the forgoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by the authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further state under penalty of perjury that the foregoing is true and correct.

Executed on September 29, 2016

Signature \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'Hal Burgan', is written over a horizontal line. The signature is fluid and cursive.

Hal Burgan  
General Counsel  
National Railway Equipment Co.