THOMPSON COBURN LLP

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RECORDATION NO. 19361-K
FILED OCTOBER 21, 2016 10:19 AM
SURFACE TRANSPORTATION BOARD

October 20, 2016

VIA E-FILING

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Re: Amended and Restated Rider 3 to Railcar Net Leasing Agreement (5 of 8)

Dear Sir/Madam:

Enclosed for recording with the Surface Transportation Board ("STB"), pursuant to the provisions of 49 U.S.C. Section 11301(a), is the Amended and Restated Rider 3 to Railcar Net Leasing Agreement ("Amended and Restated Rider 3") dated as of March 19, 2010, a secondary document to the Memorandum of Lease Agreement dated as of December 21, 1994, which was assigned recordation number 19361. We request that this document be given the next available recordation number under 19361.

The names and addresses of the parties to the enclosed document are:

Lessor: Siemens Financial Services, Inc.
170 Wood Avenue South
Iselin, NJ 08830

Lessee: Union Pacific Railroad Company
1400 Douglas Street, Stop 780
Omaha, NE 68179

A description of the equipment covered by the Amended and Restated Rider 3 consists of 254 refrigerated boxcars with marks and numbers ARMN 901001 – ARMN 992994, sporadic. Kindly find a list of the equipment in Schedule 2 to the Amended and Restated Rider 3.

We have faxed concurrently with this e-filing, the STB payment form to be charged in the amount of $45 for the required recordation fee.

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

> Amended and Restated Rider 3 dated as of March 19, 2010 between Siemens Financial Services, Inc. and Union Pacific Railroad Company covering 254

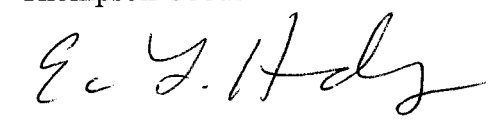
refrigerated boxcars with marks and numbers ARMN 901001 – ARMN 992994, sporadic. The railcars are as follows: ARMN 902997, ARMN 901001, ARMN 901998, ARMN 902001, ARMN 902013, ARMN 902023, ARMN 902025, ARMN 902026, ARMN 902029, ARMN 902030, ARMN 902033, ARMN 902048, ARMN 902056, ARMN 902066, ARMN 902073, ARMN 902091, ARMN 902092, ARMN 902093, ARMN 902100, ARMN 902102, ARMN 902103, ARMN 902108, ARMN 902109, ARMN 902111, ARMN 902113, ARMN 902116, ARMN 902117, ARMN 902120, ARMN 902121, ARMN 902124, ARMN 902125, ARMN 902128, ARMN 902131, ARMN 902135, ARMN 902138, ARMN 902139, ARMN 902143, ARMN 902153, ARMN 902154, ARMN 902155, ARMN 902156, ARMN 902158, ARMN 902161, ARMN 902968, ARMN 902969, ARMN 902972, ARMN 902973, ARMN 902976, ARMN 902977, ARMN 902982, ARMN 902988, ARMN 902991, ARMN 902993, ARMN 902998, ARMN 903001, ARMN 903996, ARMN 911001, ARMN 911005, ARMN 911006, ARMN 911008, ARMN 912000, ARMN 912001, ARMN 912002, ARMN 912004, ARMN 912005, ARMN 912006, ARMN 912008, ARMN 912009, ARMN 912013, ARMN 912015, ARMN 912016, ARMN 912017, ARMN 912021, ARMN 912026, ARMN 912030, ARMN 912032, ARMN 912033, ARMN 912035, ARMN 912040, ARMN 912042, ARMN 912045, ARMN 912046, ARMN 912048, ARMN 912056, ARMN 912059, ARMN 912065, ARMN 912066, ARMN 912070, ARMN 912071, ARMN 912075, ARMN 912080, ARMN 912082, ARMN 912084, ARMN 912086, ARMN 912087, ARMN 912095, ARMN 912098, ARMN 912100, ARMN 912103, ARMN 912105, ARMN 912107, ARMN 912108, ARMN 912110, ARMN 912111, ARMN 912113, ARMN 912115, ARMN 912120, ARMN 912122, ARMN 912123, ARMN 912124, ARMN 912127, ARMN 912128, ARMN 912129, ARMN 912130, ARMN 912132, ARMN 912134, ARMN 912139, ARMN 912140, ARMN 912141, ARMN 912144, ARMN 912146, ARMN 912969, ARMN 912970, ARMN 912973, ARMN 912975, ARMN 912978, ARMN 912980, ARMN 912981, ARMN 912985, ARMN 912986, ARMN 912987, ARMN 912989, ARMN 912992, ARMN 912997, ARMN 912998, ARMN 912999, ARMN 921000, ARMN 921990, ARMN 921996, ARMN 921997, ARMN 922000, ARMN 922001, ARMN 922002, ARMN 922003, ARMN 922014, ARMN 922016, ARMN 922017, ARMN 922018, ARMN 922034, ARMN 922038, ARMN 922040, ARMN 922041, ARMN 922045, ARMN 922048, ARMN 922049, ARMN 922050, ARMN 922970, ARMN 922971, ARMN 922973, ARMN 922974, ARMN 922978, ARMN 922980, ARMN 922983, ARMN 922987, ARMN 922989, ARMN 922991, ARMN 922993, ARMN 922994, ARMN 922996, ARMN 923947, ARMN 923978, ARMN 931995, ARMN 932001, ARMN 932002, ARMN 932007, ARMN 932990, ARMN 932993, ARMN 932994, ARMN 932996, ARMN 932997, ARMN 932999, ARMN 933911, ARMN 933913, ARMN 933914, ARMN 991000, ARMN 991001, ARMN 991002, ARMN 991005, ARMN 991007, ARMN 991008, ARMN 992001, ARMN 992003, ARMN 992005, ARMN 992006, ARMN 992012, ARMN 992014,

ARMN 992016, ARMN 992018, ARMN 992019, ARMN 992020, ARMN 992021, ARMN 992022, ARMN 992024, ARMN 992029, ARMN 992037, ARMN 992038, ARMN 992046, ARMN 992048, ARMN 992057, ARMN 992059, ARMN 992061, ARMN 992066, ARMN 992070, ARMN 992071, ARMN 992075, ARMN 992076, ARMN 992077, ARMN 992079, ARMN 992080, ARMN 992081, ARMN 992082, ARMN 992084, ARMN 992087, ARMN 992088, ARMN 992096, ARMN 992101, ARMN 992103, ARMN 992106, ARMN 992110, ARMN 992112, ARMN 992116, ARMN 992117, ARMN 992119, ARMN 992122, ARMN 992125, ARMN 992129, ARMN 992131, ARMN 992132, ARMN 992134, ARMN 992136, ARMN 992139, ARMN 992140, ARMN 992141, ARMN 992142, ARMN 992989, ARMN 992994, ARMN 902096, ARMN 902986, ARMN 912112, ARMN 922039, ARMN 922043, ARMN 922977, ARMN 922997 and ARMN 992025.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

Thompson Coburn LLP



By
For Marjorie F. Krumholz

MFK/elh

Enclosures

766-180/-901

RECORDATION NO. 19361-K
FILED OCTOBER 21, 2016 10:19 AM
SURFACE TRANSPORTATION BOARD

AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT

This **AMENDED AND RESTATED RIDER 3 TO RAILCAR NET LEASING AGREEMENT** ("Amended and Restated Rider 3") is made as of March 19 2010, between SIEMENS FINANCIAL SERVICES, INC. ("Lessor") and UNION PACIFIC RAILROAD COMPANY ("Lessee").

WITNESSETH

WHEREAS, Lessor (as successor in interest to Citicorp Railmark, Inc.) and Lessee are parties to (i) that certain Railcar Net Leasing Agreement dated as of December 21, 1994, as amended by Lease Agreement Amendment No. 1 dated as of November 15, 1995 (collectively, the "Lease Agreement"), and (ii) Rider 3 to Railcar Net Leasing Agreement dated as of October 1, 2001 ("Original Rider 3")(the Lease Agreement and Original Rider 3 are referred to hereinafter collectively as the "Original Lease").

WHEREAS, pursuant to the Original Lease, Lessee currently leases from Lessor (i) the refrigerated box cars identified on Schedule 1 attached hereto (the "Previously Leased Cars");

WHEREAS, the current term of the Original Lease for the Previously Leased Cars is scheduled to expire on either August 1, 2012, November 1, 2012 or September 1, 2013 (the "Prior Maturity Dates");

WHEREAS, Lessor and Lessee desire to amend and restate the Original Rider 3 as set forth herein and to enter into certain new terms and conditions applicable to the Currently Leased Cars (as defined below) as more fully set forth herein;

NOW, THEREFORE, in consideration of the above premises and the mutual promises contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Defined Terms. Terms used herein and not otherwise defined shall have the meaning set forth for such terms in the Original Lease.

2. New Term. The remaining term applicable to the Previously Leased Cars shall be cancelled and a new non-cancelable term for the refrigerated box cars identified on Schedule 2 attached hereto (the "Currently Leased Cars") shall commence on March 1, 2010, for a period of seventy (70) months ending on January 1, 2016 (the "Restated Maturity Date") (such restated term referred to herein as the "Restated Term").

per unit Rental

3. Rent Payment. During the Restated Term, rent shall be payable for each Currently Leased Car at a rate of $455 per month (the "Restated Rent"). Lessee agrees to pay rent and other amounts due in accordance with the terms of this Amended and Restated Rider 3 (the Lease Agreement and this Amended and Restated Rider 3 are hereinafter collectively referred to as the ("Amended and Restated Lease"). Lessee's obligation to pay restated Rent shall be absolute and unconditional, and Lessee shall not be entitled to any abatement or reduction of, or setoff against, Restated Rent or any other amounts payable under the Amended and Restated Lease including, but not limited to, abatements, reductions or setoffs arising from any claims of Lessee against Lessor, under the Amended and Restated Lease or otherwise, or against any other party.

4. Payment Frequency. Restated Rent shall be payable in arrears on the first day of each month and the first payment of Restated Rent with respect to the Currently Leased Cars shall be due and payable on April 1, 2010. The last payment of Restated Rent shall be due and payable on the Restated Maturity Date.

5. Payment Instructions. By wire transfer to:

BANK OF AMERICA
100 West 33rd St
New York, NY 10001
ACCOUNT NAME: SIEMENS FINANCIAL SERVICES, INC.
ABA/ROUTING # 026009593
ACCOUNT # 3751-463184

6. Casualty Value. If a Currently Leased Car suffers a casualty as set forth in Section 9 of the Amended and Restated Lease during the Restated Term, Lessee shall pay to Lessor the casualty value for the next succeeding payment date as set forth in the Casualty Value Schedule attached hereto as Schedule 3.

7. Permissable Commodities/Service. Perishable and frozen foods

8. Renewal/Return Option.

(a) Provided that no Default has occurred and is continuing under the Amended and Restated Lease, Lessee shall have the option to renew the Amended and Restated Lease with respect to all or a portion of the Currently Leased Cars for up to two (2) renewal terms of twelve (12) months each (each such 12 month renewal term a "Restated Renewal Term"). Lessee's options hereunder shall be exercisable upon written notice to Lessor received at least sixty (60) but not more than one hundred twenty (120) days prior to the end of either (i) the Restated Maturity Date if Lessee wishes to elect a Restated Renewal Term to begin at the end of the Restated Term or (ii) the end of the first Restated Renewal Term if Lessee has previously elected a Restated Renewal Term and wishes to elect a second Restated Renewal Term to begin at the end of the first Restated Renewal Term. Rent payable during any Restated Renewal Term for a Currently Leased Car shall be equal to equal to 35% of the Restated Rent for such Currently Leased Car. Lessor and Lessee shall mutually agree to appropriate casualty values to be applicable during any Restated Renewal Term.

(b) Except as set forth herein, during the Restated Term and any Restated Renewal Term, all of the terms and conditions of the Amended and Restated Lease shall continue to apply to the Currently Leased Cars. During any Restated Renewal Term, Lessee shall pay the agreed to rent to Lessor on the same day of each payment period that Restated Rent was due during the Restated Term. If Lessee exercises any renewal option provided for herein, then Lessee and Lessor shall execute a supplement to the Amended and Restated Lease (or such other writing acceptable to Lessor) to set forth the applicable casualty loss values, and such other terms and conditions as Lessor and Lessee may agree are appropriate.

(c) At the expiration of the Restated Term or any Restated Renewal Term, Lessee may elect to purchase the Lessor's rights, title and interest in all or a portion of the Currently Leased Cars for the then Fair Market Value thereof. If Lessee wishes to purchase any Currently Leased Car(s) pursuant to the provisions hereof, Lessee shall provide thirty (30) days written notice to Lessor regarding its intention to purchase. Any such purchase shall occur on the day following

the last day of the Restated Term or Restated Renewal Term, as applicable (each such date a "Purchase Date"). Provided Lessee has timely exercised its option to purchase, Lessee shall pay to Lessor on the applicable Purchase Date the aforementioned purchase price in cash, together with all sales and other taxes or costs applicable to the transfer of the applicable Car(s) and any other amounts as may be due and owing under the Amended and Restated Lease, whereupon Lessor shall transfer its interest in the applicable Currently Leased Car(s) to Lessee pursuant to a Bill of Sale without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any liens by or through Lessor, except those (if any) Lessee is obligated to discharge. If Lessee does not purchase all of the Cars at such time, Lessee shall either (i) return the Cars to Lessor at an interchange point on Lessee's rail lines pursuant to the return/surrender provisions of paragraph 14 of the Lease Agreement or (ii) elect a Restated Renewal Term if permissible pursuant to the terms hereof

9. Additional Return Provisions. Any Currently Leased Cars not subject to a Restated Renewal Term or purchased by Lessee in accordance with the terms hereof shall be returned to Lessor on the Restated Maturity Date or the last day of the applicable restated Renewal Term subject to the return/surrender provisions of the Amended and Restated Lease except that such Currently Leased Cars shall be permitted to be returned in "as-is" condition, provided, however, that any such Currently Leased Car being returned must be in compliance with minimum AAR and FRA standards so as to allow such Currently Leased Car to move in a train (including the ability to be interchanged to another railroad, if so required) to a scrap facility for dismantling.

10. Representations and Warranties. Lessee represents and covenants that: (a) it is duly organized and validly existing under the laws of its state of organization; (b) by consummation of this Agreement, Lessee is not in violation of any governmental statute or regulation, nor will such consummation cause any breach, default or violation of the organizational or charter documents or any judgment, decree or agreement, all as may apply to Lessee; (c) the Lease Agreement and this Amended and Restated Rider 3 have been duly authorized by all appropriate action by Lessee; (d) the Lease Agreement and this Amended and Restated Rider 3 and all other related instruments or documents thereunder are enforceable in accordance with their terms, shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (e) no Default has occurred or is continuing with respect to the Amended and Restated Lease; (f) there are no pending or threatened actions or proceedings before any court, administrative agency or other dispute resolution forum that could have a material adverse effect on Lessee or the Amended and Restated Lease.

11. Effect of Amendment and Restatement. This Amended and Restated Rider 3 amends and restates Original Rider 3, and combined with the Lease Agreement, constitute the Amended and Restated Lease. In the event of any inconsistency between the provisions of the Lease Agreement and this Amended and Restated Rider 3, the provisions of this Amended and Restated Rider 3 shall control.

12. Assignment. Lessor may assign or transfer all or any interest of Lessor in the Amended and Restated Lease, this Amended and Restated Rider 3, and/or the Currently Leased Cars to any financial institution or other equipment financing provider without notice to Lessee, provided, however, that any such assignee must expressly and in writing assume Lessor's obligations under the Amended and Restate Lease for such assignment to it to be effective. UPON NOTICE OF SUCH ASSIGNMENT LESSEE AGREES TO PAY DIRECTLY TO ASSIGNEE (OR AS INSTRUCTED BY LESSOR) ALL AMOUNTS WHICH BECOME DUE UNDER THE AMENDED AND RESTATED LEASE. Lessee acknowledges that any assignment or transfer

by Lessor shall not materially change Lessee's duties or obligations under the Amended and Restated Lease nor materially increase the burdens or risks imposed on Lessee. Lessee shall (if requested by Lessor) acknowledge in writing any assignments (including any material terms of the Amended and Restated Lease) in a form supplied by Lessor. LESSEE SHALL NOT ASSIGN OR IN ANY WAY DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THE AMENDED AND RESTATED LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE CARS WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD.

13. New Refrigeration Units. So long as no Event of Default has occurred, Lessee may, at its sole cost and expense, replace the refrigeration unit on any Currently Leased Car in order to allow such Currently Leased Car to continue to qualify for operation in railroad interchange. Such replacement will not be considered a Modification under paragraph 11 of the Amended and Restated Lease. Lessee shall be deemed the owner of each refrigeration unit currently installed on the Currently Leased Cars or any refrigeration unit replaced by Lessee during the term of this Amended and Restated Lease. Lessee will also be responsible for disposal of any refrigerated unit removed from any Currently Leased Car.

14. Financial Statements. If Lessee's financial statements are not publicly available by means of the Securities and Exchange Commission's homepage on the internet, or at Lessee's website on the internet, or at any time cease to be publicly available, upon Lessor's request, Lessee shall promptly furnish to Lessor the annual report or audited financial statements of Lessee and its parent company not more than 120 days after the end of its fiscal year and any other financial information with respect to Lessee and its parent company as Lessor may reasonably request from time to time.

15. Quiet Enjoyment. Provided Lessee shall not be in default hereunder and conditioned upon Lessee performing all of the terms, conditions and covenants of this Agreement, neither Lessor nor any third party exercising any right derived by, from, or through Lessor will disturb Lessee's peaceful and quiet possession and use of any Currently Leased Car(s) during the term of the Amended and Restated Lease.

16. Notice. Any notices required or permitted to be given hereunder shall be deemed given when sent by telecopy, by overnight mail using a nationally recognized overnight courier or deposited in United States mail, registered or certified, postage prepaid, addressed to:

Lessor:	Siemens Financial Services, Inc. 170 Wood Avenue South Iselin, NJ 08830 Attn: Risk Management (Industial) Fax: 732-590-2597
Lessee:	Union Pacific Railroad Company 1400 Douglas Street, Stop 780 Omaha, NE 68179 Attention: AVP Strategic Sourcing Telecopier: 402-233-3118

or to such other addresses as Lessor and Lessee may from time to time designate.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Amended and Restated Rider 3 as of the date first above written.

LESSOR:

SIEMENS FINANCIAL SERVICES, INC.

By: _____

Title: Joseph Alvarez
Siemens Financial Services
Vice President
Portfolio Management

By: _____

Title: Mark A. Clemm
Vice President/Head of Lending

LESSEE:

UNION PACIFIC RAILROAD COMPANY

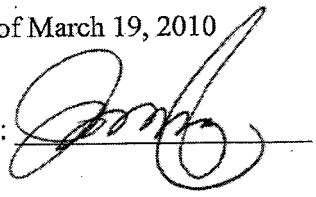
By: _____

Title: _____

ACKNOWLEDGEMENT

I, Joseph Alvarez, certify that I am Vice President – Portfolio Management of Siemens Financial Services, Inc. ("Lessor"), that the instrument was signed on behalf of the Lessor by authority of its Board of Directors, and I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessor. I further declare under penalty of perjury that the foregoing is true and correct.

Dated as of March 19, 2010

Signature: 

SCHEDULE 1
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(PREVIOUSLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
1	ARMN	902997	90	1373	766-1801-001
2	ARMN	901001	90	1373	766-1801-001
3	ARMN	901998	90	1373	766-1801-001
4	ARMN	902001	90	1373	766-1801-001
5	ARMN	902013	90	1373	766-1801-001
6	ARMN	902023	90	1373	766-1801-001
7	ARMN	902025	90	1373	766-1801-001
8	ARMN	902026	90	1373	766-1801-001
9	ARMN	902029	90	1373	766-1801-001
10	ARMN	902030	90	1373	766-1801-001
11	ARMN	902033	90	1373	766-1801-001
12	ARMN	902048	90	1373	766-1801-001
13	ARMN	902056	90	1373	766-1801-001
14	ARMN	902066	90	1373	766-1801-001
15	ARMN	902073	90	1373	766-1801-001
16	ARMN	902091	90	1373	766-1801-001
17	ARMN	902092	90	1373	766-1801-001
18	ARMN	902093	90	1373	766-1801-001
19	ARMN	902100	90	1373	766-1801-001
20	ARMN	902102	90	1373	766-1801-001
21	ARMN	902103	90	1373	766-1801-001
22	ARMN	902108	90	1373	766-1801-001
23	ARMN	902109	90	1373	766-1801-001
24	ARMN	902111	90	1373	766-1801-001
25	ARMN	902113	90	1373	766-1801-001
26	ARMN	902116	90	1373	766-1801-001
27	ARMN	902117	90	1373	766-1801-001
28	ARMN	902120	90	1373	766-1801-001
29	ARMN	902121	90	1373	766-1801-001
30	ARMN	902124	90	1373	766-1801-001
31	ARMN	902125	90	1373	766-1801-001
32	ARMN	902128	90	1373	766-1801-001
33	ARMN	902131	90	1373	766-1801-001
34	ARMN	902135	90	1373	766-1801-001
35	ARMN	902138	90	1373	766-1801-001
36	ARMN	902139	90	1373	766-1801-001
37	ARMN	902143	90	1373	766-1801-001
38	ARMN	902153	90	1373	766-1801-001
39	ARMN	902154	90	1373	766-1801-001

SCHEDULE 1

AMENDED AND RESTATED RIDER 3

TO RAILCAR NET LEASING AGREEMENT

(PREVIOUSLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
40	ARMN	902155	90	1373	766-1801-001
41	ARMN	902156	90	1373	766-1801-001
42	ARMN	902158	90	1373	766-1801-001
43	ARMN	902161	90	1373	766-1801-001
44	ARMN	902969	90	1373	766-1801-001
45	ARMN	902972	90	1373	766-1801-001
46	ARMN	902973	90	1373	766-1801-001
47	ARMN	902976	90	1373	766-1801-001
48	ARMN	902977	90	1373	766-1801-001
49	ARMN	902982	90	1373	766-1801-001
50	ARMN	902988	90	1373	766-1801-001
51	ARMN	902991	90	1373	766-1801-001
52	ARMN	902993	90	1373	766-1801-001
53	ARMN	902998	90	1373	766-1801-001
54	ARMN	911001	90	1373	766-1801-001
55	ARMN	911005	90	1373	766-1801-001
56	ARMN	911006	90	1373	766-1801-001
57	ARMN	911008	90	1373	766-1801-001
58	ARMN	912000	90	1373	766-1801-001
59	ARMN	912001	90	1373	766-1801-001
60	ARMN	912002	90	1373	766-1801-001
61	ARMN	912004	90	1373	766-1801-001
62	ARMN	912005	90	1373	766-1801-001
63	ARMN	912006	90	1373	766-1801-001
64	ARMN	912008	90	1373	766-1801-001
65	ARMN	912009	90	1373	766-1801-001
66	ARMN	912013	90	1373	766-1801-001
67	ARMN	912015	90	1373	766-1801-001
68	ARMN	912016	90	1373	766-1801-001
69	ARMN	912017	90	1373	766-1801-001
70	ARMN	912021	90	1373	766-1801-001
71	ARMN	912026	90	1373	766-1801-001
72	ARMN	912030	90	1373	766-1801-001
73	ARMN	912032	90	1373	766-1801-001
74	ARMN	912033	90	1373	766-1801-001
75	ARMN	902096	90	1373	766-1801-001
76	ARMN	902986	90	1373	766-1801-001
77	ARMN	901000	90	1373	766-1801-001
78	ARMN	901002	90	1373	766-1801-001

SCHEDULE 1
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(PREVIOUSLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
79	ARMN	901003	90	1373	766-1801-001
80	ARMN	901999	90	1373	766-1801-001
81	ARMN	902000	90	1373	766-1801-001
82	ARMN	902002	90	1373	766-1801-001
83	ARMN	902003	90	1373	766-1801-001
84	ARMN	902004	90	1373	766-1801-001
85	ARMN	902005	90	1373	766-1801-001
86	ARMN	902006	90	1373	766-1801-001
87	ARMN	902007	90	1373	766-1801-001
88	ARMN	902008	90	1373	766-1801-001
89	ARMN	902009	90	1373	766-1801-001
90	ARMN	902010	90	1373	766-1801-001
91	ARMN	902011	90	1373	766-1801-001
92	ARMN	902012	90	1373	766-1801-001
93	ARMN	902014	90	1373	766-1801-001
94	ARMN	902016	90	1373	766-1801-001
95	ARMN	902017	90	1373	766-1801-001
96	ARMN	902018	90	1373	766-1801-001
97	ARMN	902019	90	1373	766-1801-001
98	ARMN	902020	90	1373	766-1801-001
99	ARMN	902021	90	1373	766-1801-001
100	ARMN	902022	90	1373	766-1801-001
101	ARMN	902024	90	1373	766-1801-001
102	ARMN	902027	90	1373	766-1801-001
103	ARMN	902028	90	1373	766-1801-001
104	ARMN	902031	90	1373	766-1801-001
105	ARMN	902032	90	1373	766-1801-001
106	ARMN	902034	90	1373	766-1801-001
107	ARMN	902035	90	1373	766-1801-001
108	ARMN	902036	90	1373	766-1801-001
109	ARMN	902037	90	1373	766-1801-001
110	ARMN	902038	90	1373	766-1801-001
111	ARMN	902039	90	1373	766-1801-001
112	ARMN	902040	90	1373	766-1801-001
113	ARMN	902041	90	1373	766-1801-001
114	ARMN	902042	90	1373	766-1801-001
115	ARMN	902043	90	1373	766-1801-001
116	ARMN	902044	90	1373	766-1801-001
117	ARMN	902045	90	1373	766-1801-001

SCHEDULE 1
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(PREVIOUSLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
118	ARMN	902046	90	1373	766-1801-001
119	ARMN	902047	90	1373	766-1801-001
120	ARMN	902049	90	1373	766-1801-001
121	ARMN	902050	90	1373	766-1801-001
122	ARMN	902051	90	1373	766-1801-001
123	ARMN	902052	90	1373	766-1801-001
124	ARMN	902053	90	1373	766-1801-001
125	ARMN	902054	90	1373	766-1801-001
126	ARMN	902055	90	1373	766-1801-001
127	ARMN	902057	90	1373	766-1801-001
128	ARMN	902058	90	1373	766-1801-001
129	ARMN	902059	90	1373	766-1801-001
130	ARMN	902060	90	1373	766-1801-001
131	ARMN	902061	90	1373	766-1801-001
132	ARMN	902062	90	1373	766-1801-001
133	ARMN	902063	90	1373	766-1801-001
134	ARMN	902064	90	1373	766-1801-001
135	ARMN	902065	90	1373	766-1801-001
136	ARMN	902067	90	1373	766-1801-001
137	ARMN	902068	90	1373	766-1801-001
138	ARMN	902069	90	1373	766-1801-001
139	ARMN	902070	90	1373	766-1801-001
140	ARMN	902071	90	1373	766-1801-001
141	ARMN	902072	90	1373	766-1801-001
142	ARMN	902074	90	1373	766-1801-001
143	ARMN	902075	90	1373	766-1801-001
144	ARMN	902076	90	1373	766-1801-001
145	ARMN	902077	90	1373	766-1801-001
146	ARMN	902078	90	1373	766-1801-001
147	ARMN	902079	90	1373	766-1801-001
148	ARMN	902080	90	1373	766-1801-001
149	ARMN	902081	90	1373	766-1801-001
150	ARMN	902082	90	1373	766-1801-001
151	ARMN	902084	90	1373	766-1801-001
152	ARMN	902086	90	1373	766-1801-001
153	ARMN	902087	90	1373	766-1801-001
154	ARMN	902088	90	1373	766-1801-001
155	ARMN	902089	90	1373	766-1801-001
156	ARMN	902090	90	1373	766-1801-001

SCHEDULE 1
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(PREVIOUSLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
157	ARMN	902094	90	1373	766-1801-001
158	ARMN	902095	90	1373	766-1801-001
159	ARMN	902097	90	1373	766-1801-001
160	ARMN	902098	90	1373	766-1801-001
161	ARMN	902099	90	1373	766-1801-001
162	ARMN	902101	90	1373	766-1801-001
163	ARMN	902104	90	1373	766-1801-001
164	ARMN	902105	90	1373	766-1801-001
165	ARMN	902106	90	1373	766-1801-001
166	ARMN	902107	90	1373	766-1801-001
167	ARMN	902110	90	1373	766-1801-001
168	ARMN	902112	90	1373	766-1801-001
169	ARMN	902114	90	1373	766-1801-001
170	ARMN	902115	90	1373	766-1801-001
171	ARMN	902118	90	1373	766-1801-001
172	ARMN	902119	90	1373	766-1801-001
173	ARMN	902122	90	1373	766-1801-001
174	ARMN	902123	90	1373	766-1801-001
175	ARMN	902126	90	1373	766-1801-001
176	ARMN	902127	90	1373	766-1801-001
177	ARMN	902129	90	1373	766-1801-001
178	ARMN	902130	90	1373	766-1801-001
179	ARMN	902132	90	1373	766-1801-001
180	ARMN	902133	90	1373	766-1801-001
181	ARMN	902134	90	1373	766-1801-001
182	ARMN	902136	90	1373	766-1801-001
183	ARMN	902137	90	1373	766-1801-001
184	ARMN	902140	90	1373	766-1801-001
185	ARMN	902141	90	1373	766-1801-001
186	ARMN	902144	90	1373	766-1801-001
187	ARMN	902146	90	1373	766-1801-001
188	ARMN	902147	90	1373	766-1801-001
189	ARMN	902148	90	1373	766-1801-001
190	ARMN	902149	90	1373	766-1801-001
191	ARMN	902150	90	1373	766-1801-001
192	ARMN	902151	90	1373	766-1801-001
193	ARMN	902152	90	1373	766-1801-001
194	ARMN	902157	90	1373	766-1801-001
195	ARMN	902159	90	1373	766-1801-001

SCHEDULE 1
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(PREVIOUSLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
196	ARMN	902162	90	1373	766-1801-001
197	ARMN	902163	90	1373	766-1801-001
198	ARMN	902164	90	1373	766-1801-001
199	ARMN	902165	90	1373	766-1801-001
200	ARMN	902970	90	1373	766-1801-001
201	ARMN	902971	90	1373	766-1801-001
202	ARMN	902974	90	1373	766-1801-001
203	ARMN	902978	90	1373	766-1801-001
204	ARMN	902979	90	1373	766-1801-001
205	ARMN	902980	90	1373	766-1801-001
206	ARMN	902981	90	1373	766-1801-001
207	ARMN	902983	90	1373	766-1801-001
208	ARMN	902984	90	1373	766-1801-001
209	ARMN	902985	90	1373	766-1801-001
210	ARMN	902989	90	1373	766-1801-001
211	ARMN	902990	90	1373	766-1801-001
212	ARMN	902992	90	1373	766-1801-001
213	ARMN	902994	90	1373	766-1801-001
214	ARMN	902995	90	1373	766-1801-001
215	ARMN	902996	90	1373	766-1801-001
216	ARMN	902999	90	1373	766-1801-001
217	ARMN	911000	90	1373	766-1801-001
218	ARMN	911998	90	1373	766-1801-001
219	ARMN	912003	90	1373	766-1801-001
220	ARMN	912007	90	1373	766-1801-001
221	ARMN	912011	90	1373	766-1801-001
222	ARMN	912012	90	1373	766-1801-001
223	ARMN	912014	90	1373	766-1801-001
224	ARMN	912018	90	1373	766-1801-001
225	ARMN	912019	90	1373	766-1801-001
226	ARMN	912020	90	1373	766-1801-001
227	ARMN	912022	90	1373	766-1801-001
228	ARMN	912023	90	1373	766-1801-001
229	ARMN	912024	90	1373	766-1801-001
230	ARMN	912025	90	1373	766-1801-001
231	ARMN	912027	90	1373	766-1801-001
232	ARMN	912028	90	1373	766-1801-001
233	ARMN	912029	90	1373	766-1801-001
234	ARMN	912031	90	1373	766-1801-001

SCHEDULE 1
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(PREVIOUSLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
235	ARMN	912034	90	1373	766-1801-001
236	ARMN	912035	90	1373	766-1801-002
237	ARMN	912040	90	1373	766-1801-002
238	ARMN	912042	90	1373	766-1801-002
239	ARMN	912045	90	1373	766-1801-002
240	ARMN	912046	90	1373	766-1801-002
241	ARMN	912048	90	1373	766-1801-002
242	ARMN	912056	90	1373	766-1801-002
243	ARMN	912059	90	1373	766-1801-002
244	ARMN	912065	90	1373	766-1801-002
245	ARMN	912066	90	1373	766-1801-002
246	ARMN	912070	90	1373	766-1801-002
247	ARMN	912071	90	1373	766-1801-002
248	ARMN	912075	90	1373	766-1801-002
249	ARMN	912080	90	1373	766-1801-002
250	ARMN	912082	90	1373	766-1801-002
251	ARMN	912084	90	1373	766-1801-002
252	ARMN	912086	90	1373	766-1801-002
253	ARMN	912087	90	1373	766-1801-002
254	ARMN	912095	90	1373	766-1801-002
255	ARMN	912098	90	1373	766-1801-002
256	ARMN	912103	90	1373	766-1801-002
257	ARMN	912105	90	1373	766-1801-002
258	ARMN	912107	90	1373	766-1801-002
259	ARMN	912108	90	1373	766-1801-002
260	ARMN	912110	90	1373	766-1801-002
261	ARMN	912111	90	1373	766-1801-002
262	ARMN	912113	90	1373	766-1801-002
263	ARMN	912115	90	1373	766-1801-002
264	ARMN	912120	90	1373	766-1801-002
265	ARMN	912122	90	1373	766-1801-002
266	ARMN	912123	90	1373	766-1801-002
267	ARMN	912124	90	1373	766-1801-002
268	ARMN	912127	90	1373	766-1801-002
269	ARMN	912128	90	1373	766-1801-002
270	ARMN	912129	90	1373	766-1801-002
271	ARMN	912130	90	1373	766-1801-002
272	ARMN	912132	90	1373	766-1801-002
273	ARMN	912134	90	1373	766-1801-002

SCHEDULE 1
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(PREVIOUSLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
274	ARMN	912139	90	1373	766-1801-002
275	ARMN	912140	90	1373	766-1801-002
276	ARMN	912141	90	1373	766-1801-002
277	ARMN	912144	90	1373	766-1801-002
278	ARMN	912146	90	1373	766-1801-002
279	ARMN	912969	90	1373	766-1801-002
280	ARMN	912970	90	1373	766-1801-002
281	ARMN	912973	90	1373	766-1801-002
282	ARMN	912975	90	1373	766-1801-002
283	ARMN	912978	90	1373	766-1801-002
284	ARMN	912980	90	1373	766-1801-002
285	ARMN	912981	90	1373	766-1801-002
286	ARMN	912985	90	1373	766-1801-002
287	ARMN	912986	90	1373	766-1801-002
288	ARMN	912987	90	1373	766-1801-002
289	ARMN	912989	90	1373	766-1801-002
290	ARMN	912992	90	1373	766-1801-002
291	ARMN	912997	90	1373	766-1801-002
292	ARMN	912998	90	1373	766-1801-002
293	ARMN	912999	90	1373	766-1801-002
294	ARMN	921000	90	1373	766-1801-002
295	ARMN	921990	90	1373	766-1801-002
296	ARMN	921996	90	1373	766-1801-002
297	ARMN	921997	90	1373	766-1801-002
298	ARMN	922000	90	1373	766-1801-002
299	ARMN	922001	90	1373	766-1801-002
300	ARMN	922002	90	1373	766-1801-002
301	ARMN	922003	90	1373	766-1801-002
302	ARMN	922014	90	1373	766-1801-002
303	ARMN	922016	90	1373	766-1801-002
304	ARMN	922017	90	1373	766-1801-002
305	ARMN	922018	90	1373	766-1801-002
306	ARMN	922034	90	1373	766-1801-002
307	ARMN	922038	90	1373	766-1801-002
308	ARMN	922040	90	1373	766-1801-002
309	ARMN	922041	90	1373	766-1801-002
310	ARMN	922045	90	1373	766-1801-002
311	ARMN	922980	90	1373	766-1801-002
312	ARMN	922983	90	1373	766-1801-002

SCHEDULE 1
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(PREVIOUSLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
313	ARMN	922987	90	1373	766-1801-002
314	ARMN	922989	90	1373	766-1801-002
315	ARMN	922991	90	1373	766-1801-002
316	ARMN	922993	90	1373	766-1801-002
317	ARMN	922994	90	1373	766-1801-002
318	ARMN	922996	90	1373	766-1801-002
319	ARMN	931995	90	1373	766-1801-002
320	ARMN	932001	90	1373	766-1801-002
321	ARMN	932002	90	1373	766-1801-002
322	ARMN	932999	90	1373	766-1801-002
323	ARMN	991000	90	1373	766-1801-002
324	ARMN	991001	90	1373	766-1801-002
325	ARMN	991002	90	1373	766-1801-002
326	ARMN	991005	90	1373	766-1801-002
327	ARMN	991007	90	1373	766-1801-002
328	ARMN	991008	90	1373	766-1801-002
329	ARMN	992001	90	1373	766-1801-002
330	ARMN	992003	90	1373	766-1801-002
331	ARMN	992005	90	1373	766-1801-002
332	ARMN	912112	90	1373	766-1801-002
333	ARMN	922039	90	1373	766-1801-002
334	ARMN	922043	90	1373	766-1801-002
335	ARMN	922997	90	1373	766-1801-002
336	ARMN	912036	90	1373	766-1801-002
337	ARMN	912037	90	1373	766-1801-002
338	ARMN	912038	90	1373	766-1801-002
339	ARMN	912039	90	1373	766-1801-002
340	ARMN	912041	90	1373	766-1801-002
341	ARMN	912043	90	1373	766-1801-002
342	ARMN	912047	90	1373	766-1801-002
343	ARMN	912049	90	1373	766-1801-002
344	ARMN	912050	90	1373	766-1801-002
345	ARMN	912051	90	1373	766-1801-002
346	ARMN	912052	90	1373	766-1801-002
347	ARMN	912053	90	1373	766-1801-002
348	ARMN	912054	90	1373	766-1801-002
349	ARMN	912055	90	1373	766-1801-002
350	ARMN	912057	90	1373	766-1801-002
351	ARMN	912058	90	1373	766-1801-002

SCHEDULE 1
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(PREVIOUSLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
352	ARMN	912060	90	1373	766-1801-002
353	ARMN	912061	90	1373	766-1801-002
354	ARMN	912062	90	1373	766-1801-002
355	ARMN	912063	90	1373	766-1801-002
356	ARMN	912064	90	1373	766-1801-002
357	ARMN	912067	90	1373	766-1801-002
358	ARMN	912068	90	1373	766-1801-002
359	ARMN	912069	90	1373	766-1801-002
360	ARMN	912072	90	1373	766-1801-002
361	ARMN	912073	90	1373	766-1801-002
362	ARMN	912074	90	1373	766-1801-002
363	ARMN	912076	90	1373	766-1801-002
364	ARMN	912077	90	1373	766-1801-002
365	ARMN	912078	90	1373	766-1801-002
366	ARMN	912079	90	1373	766-1801-002
367	ARMN	912081	90	1373	766-1801-002
368	ARMN	912083	90	1373	766-1801-002
369	ARMN	912085	90	1373	766-1801-002
370	ARMN	912088	90	1373	766-1801-002
371	ARMN	912089	90	1373	766-1801-002
372	ARMN	912090	90	1373	766-1801-002
373	ARMN	912091	90	1373	766-1801-002
374	ARMN	912092	90	1373	766-1801-002
375	ARMN	912093	90	1373	766-1801-002
376	ARMN	912094	90	1373	766-1801-002
377	ARMN	912096	90	1373	766-1801-002
378	ARMN	912097	90	1373	766-1801-002
379	ARMN	912099	90	1373	766-1801-002
380	ARMN	912101	90	1373	766-1801-002
381	ARMN	912102	90	1373	766-1801-002
382	ARMN	912104	90	1373	766-1801-002
383	ARMN	912106	90	1373	766-1801-002
384	ARMN	912109	90	1373	766-1801-002
385	ARMN	912114	90	1373	766-1801-002
386	ARMN	912116	90	1373	766-1801-002
387	ARMN	912117	90	1373	766-1801-002
388	ARMN	912118	90	1373	766-1801-002
389	ARMN	912119	90	1373	766-1801-002
390	ARMN	912121	90	1373	766-1801-002

SCHEDULE 1
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(PREVIOUSLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
391	ARMN	912125	90	1373	766-1801-002
392	ARMN	912126	90	1373	766-1801-002
393	ARMN	912131	90	1373	766-1801-002
394	ARMN	912133	90	1373	766-1801-002
395	ARMN	912135	90	1373	766-1801-002
396	ARMN	912136	90	1373	766-1801-002
397	ARMN	912137	90	1373	766-1801-002
398	ARMN	912138	90	1373	766-1801-002
399	ARMN	912142	90	1373	766-1801-002
400	ARMN	912143	90	1373	766-1801-002
401	ARMN	912966	90	1373	766-1801-002
402	ARMN	912967	90	1373	766-1801-002
403	ARMN	912971	90	1373	766-1801-002
404	ARMN	912972	90	1373	766-1801-002
405	ARMN	912974	90	1373	766-1801-002
406	ARMN	912976	90	1373	766-1801-002
407	ARMN	912977	90	1373	766-1801-002
408	ARMN	912979	90	1373	766-1801-002
409	ARMN	912982	90	1373	766-1801-002
410	ARMN	912983	90	1373	766-1801-002
411	ARMN	912984	90	1373	766-1801-002
412	ARMN	912988	90	1373	766-1801-002
413	ARMN	912990	90	1373	766-1801-002
414	ARMN	912991	90	1373	766-1801-002
415	ARMN	912993	90	1373	766-1801-002
416	ARMN	912994	90	1373	766-1801-002
417	ARMN	912995	90	1373	766-1801-002
418	ARMN	921999	90	1373	766-1801-002
419	ARMN	922004	90	1373	766-1801-002
420	ARMN	922005	90	1373	766-1801-002
421	ARMN	922006	90	1373	766-1801-002
422	ARMN	922007	90	1373	766-1801-002
423	ARMN	922008	90	1373	766-1801-002
424	ARMN	922009	90	1373	766-1801-002
425	ARMN	922010	90	1373	766-1801-002
426	ARMN	922011	90	1373	766-1801-002
427	ARMN	922012	90	1373	766-1801-002
428	ARMN	922013	90	1373	766-1801-002
429	ARMN	922019	90	1373	766-1801-002

SCHEDULE 1
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(PREVIOUSLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
430	ARMN	922020	90	1373	766-1801-002
431	ARMN	922021	90	1373	766-1801-002
432	ARMN	922022	90	1373	766-1801-002
433	ARMN	922024	90	1373	766-1801-002
434	ARMN	922025	90	1373	766-1801-002
435	ARMN	922026	90	1373	766-1801-002
436	ARMN	922027	90	1373	766-1801-002
437	ARMN	922028	90	1373	766-1801-002
438	ARMN	922029	90	1373	766-1801-002
439	ARMN	922031	90	1373	766-1801-002
440	ARMN	922032	90	1373	766-1801-002
441	ARMN	922033	90	1373	766-1801-002
442	ARMN	922036	90	1373	766-1801-002
443	ARMN	922037	90	1373	766-1801-002
444	ARMN	922042	90	1373	766-1801-002
445	ARMN	922044	90	1373	766-1801-002
446	ARMN	922046	90	1373	766-1801-002
447	ARMN	922047	90	1373	766-1801-002
448	ARMN	922981	90	1373	766-1801-002
449	ARMN	922982	90	1373	766-1801-002
450	ARMN	922984	90	1373	766-1801-002
451	ARMN	922985	90	1373	766-1801-002
452	ARMN	922988	90	1373	766-1801-002
453	ARMN	922990	90	1373	766-1801-002
454	ARMN	922992	90	1373	766-1801-002
455	ARMN	922995	90	1373	766-1801-002
456	ARMN	922998	90	1373	766-1801-002
457	ARMN	922999	90	1373	766-1801-002
458	ARMN	931999	90	1373	766-1801-002
459	ARMN	932004	90	1373	766-1801-002
460	ARMN	932005	90	1373	766-1801-002
461	ARMN	932998	90	1373	766-1801-002
462	ARMN	991003	90	1373	766-1801-002
463	ARMN	991004	90	1373	766-1801-002
464	ARMN	991006	90	1373	766-1801-002
465	ARMN	992000	90	1373	766-1801-002
466	ARMN	992002	90	1373	766-1801-002
467	ARMN	992004	90	1373	766-1801-002
468	ARMN	991999	90	1373	766-1801-002

SCHEDULE 1
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(PREVIOUSLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
469	ARMN	932000	90	1373	766-1801-002
470	ARMN	922023	90	1373	766-1801-002
471	ARMN	922015	90	1373	766-1801-002
472	ARMN	912100	90		766-1801-002
473	ARMN	992006	90	1373	766-1801-003
474	ARMN	992012	90	1373	766-1801-003
475	ARMN	992014	90	1373	766-1801-003
476	ARMN	992016	90	1373	766-1801-003
477	ARMN	992018	90	1373	766-1801-003
478	ARMN	992019	90	1373	766-1801-003
479	ARMN	992020	90	1373	766-1801-003
480	ARMN	992021	90	1373	766-1801-003
481	ARMN	992022	90	1373	766-1801-003
482	ARMN	992024	90	1373	766-1801-003
483	ARMN	992029	90	1373	766-1801-003
484	ARMN	992037	90	1373	766-1801-003
485	ARMN	992038	90	1373	766-1801-003
486	ARMN	992046	90	1373	766-1801-003
487	ARMN	992048	90	1373	766-1801-003
488	ARMN	992057	90	1373	766-1801-003
489	ARMN	992059	90	1373	766-1801-003
490	ARMN	992061	90	1373	766-1801-003
491	ARMN	992066	90	1373	766-1801-003
492	ARMN	992070	90	1373	766-1801-003
493	ARMN	992071	90	1373	766-1801-003
494	ARMN	992075	90	1373	766-1801-003
495	ARMN	992076	90	1373	766-1801-003
496	ARMN	992077	90	1373	766-1801-003
497	ARMN	992079	90	1373	766-1801-003
498	ARMN	992080	90	1373	766-1801-003
499	ARMN	992081	90	1373	766-1801-003
500	ARMN	992082	90	1373	766-1801-003
501	ARMN	992084	90	1373	766-1801-003
502	ARMN	992087	90	1373	766-1801-003
503	ARMN	992088	90	1373	766-1801-003
504	ARMN	992096	90	1373	766-1801-003
505	ARMN	992101	90	1373	766-1801-003
506	ARMN	992103	90	1373	766-1801-003
507	ARMN	992106	90	1373	766-1801-003

SCHEDULE 1
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(PREVIOUSLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
508	ARMN	992110	90	1373	766-1801-003
509	ARMN	992112	90	1373	766-1801-003
510	ARMN	992116	90	1373	766-1801-003
511	ARMN	992117	90	1373	766-1801-003
512	ARMN	992119	90	1373	766-1801-003
513	ARMN	992122	90	1373	766-1801-003
514	ARMN	992125	90	1373	766-1801-003
515	ARMN	992129	90	1373	766-1801-003
516	ARMN	992131	90	1373	766-1801-003
517	ARMN	992132	90	1373	766-1801-003
518	ARMN	992134	90	1373	766-1801-003
519	ARMN	992136	90	1373	766-1801-003
520	ARMN	992139	90	1373	766-1801-003
521	ARMN	992140	90	1373	766-1801-003
522	ARMN	992141	90	1373	766-1801-003
523	ARMN	992142	90	1373	766-1801-003
524	ARMN	992989	90	1373	766-1801-003
525	ARMN	992994	90	1373	766-1801-003
526	ARMN	992025	90	1373	766-1801-003
527	ARMN	992007	90	1373	766-1801-003
528	ARMN	992008	90	1373	766-1801-003
529	ARMN	992009	90	1373	766-1801-003
530	ARMN	992010	90	1373	766-1801-003
531	ARMN	992011	90	1373	766-1801-003
532	ARMN	992013	90	1373	766-1801-003
533	ARMN	992015	90	1373	766-1801-003
534	ARMN	992017	90	1373	766-1801-003
535	ARMN	992023	90	1373	766-1801-003
536	ARMN	992026	90	1373	766-1801-003
537	ARMN	992027	90	1373	766-1801-003
538	ARMN	992028	90	1373	766-1801-003
539	ARMN	992030	90	1373	766-1801-003
540	ARMN	992031	90	1373	766-1801-003
541	ARMN	992032	90	1373	766-1801-003
542	ARMN	992033	90	1373	766-1801-003
543	ARMN	992034	90	1373	766-1801-003
544	ARMN	992035	90	1373	766-1801-003
545	ARMN	992039	90	1373	766-1801-003
546	ARMN	992040	90	1373	766-1801-003

SCHEDULE 1
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(PREVIOUSLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
547	ARMN	992041	90	1373	766-1801-003
548	ARMN	992042	90	1373	766-1801-003
549	ARMN	992043	90	1373	766-1801-003
550	ARMN	992044	90	1373	766-1801-003
551	ARMN	992045	90	1373	766-1801-003
552	ARMN	992047	90	1373	766-1801-003
553	ARMN	992049	90	1373	766-1801-003
554	ARMN	992050	90	1373	766-1801-003
555	ARMN	992051	90	1373	766-1801-003
556	ARMN	992052	90	1373	766-1801-003
557	ARMN	992053	90	1373	766-1801-003
558	ARMN	992054	90	1373	766-1801-003
559	ARMN	992055	90	1373	766-1801-003
560	ARMN	992056	90	1373	766-1801-003
561	ARMN	992058	90	1373	766-1801-003
562	ARMN	992060	90	1373	766-1801-003
563	ARMN	992062	90	1373	766-1801-003
564	ARMN	992063	90	1373	766-1801-003
565	ARMN	992064	90	1373	766-1801-003
566	ARMN	992065	90	1373	766-1801-003
567	ARMN	992067	90	1373	766-1801-003
568	ARMN	992068	90	1373	766-1801-003
569	ARMN	992072	90	1373	766-1801-003
570	ARMN	992073	90	1373	766-1801-003
571	ARMN	992074	90	1373	766-1801-003
572	ARMN	992078	90	1373	766-1801-003
573	ARMN	992083	90	1373	766-1801-003
574	ARMN	992085	90	1373	766-1801-003
575	ARMN	992086	90	1373	766-1801-003
576	ARMN	992089	90	1373	766-1801-003
577	ARMN	992090	90	1373	766-1801-003
578	ARMN	992091	90	1373	766-1801-003
579	ARMN	992092	90	1373	766-1801-003
580	ARMN	992093	90	1373	766-1801-003
581	ARMN	992094	90	1373	766-1801-003
582	ARMN	992095	90	1373	766-1801-003
583	ARMN	992097	90	1373	766-1801-003
584	ARMN	992098	90	1373	766-1801-003
585	ARMN	992099	90	1373	766-1801-003

SCHEDULE 1
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(PREVIOUSLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
586	ARMN	992102	90	1373	766-1801-003
587	ARMN	992104	90	1373	766-1801-003
588	ARMN	992105	90	1373	766-1801-003
589	ARMN	992108	90	1373	766-1801-003
590	ARMN	992109	90	1373	766-1801-003
591	ARMN	992111	90	1373	766-1801-003
592	ARMN	992113	90	1373	766-1801-003
593	ARMN	992114	90	1373	766-1801-003
594	ARMN	992115	90	1373	766-1801-003
595	ARMN	992118	90	1373	766-1801-003
596	ARMN	992120	90	1373	766-1801-003
597	ARMN	992123	90	1373	766-1801-003
598	ARMN	992124	90	1373	766-1801-003
599	ARMN	992126	90	1373	766-1801-003
600	ARMN	992127	90	1373	766-1801-003
601	ARMN	992128	90	1373	766-1801-003
602	ARMN	992130	90	1373	766-1801-003
603	ARMN	992133	90	1373	766-1801-003
604	ARMN	992135	90	1373	766-1801-003
605	ARMN	992137	90	1373	766-1801-003
606	ARMN	992138	90	1373	766-1801-003
607	ARMN	992143	90	1373	766-1801-003
608	ARMN	992144	90	1373	766-1801-003
609	ARMN	992990	90	1373	766-1801-003
610	ARMN	992991	90	1373	766-1801-003
611	ARMN	992992	90	1373	766-1801-003
612	ARMN	992993	90	1373	766-1801-003
613	ARMN	992995	90	1373	766-1801-003
614	ARMN	992996	90	1373	766-1801-003
615	ARMN	992997	90	1373	766-1801-003
616	ARMN	992998	90	1373	766-1801-003
617	ARMN	992999	90	1373	766-1801-003
618	ARMN	992121	90	1373	766-1801-003
619	ARMN	992107	90	1373	766-1801-003

SCHEDULE 2
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(CURRENTLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
1	ARMN	902997	90	1373	766-1801-001
2	ARMN	901001	90	1373	766-1801-001
3	ARMN	901998	90	1373	766-1801-001
4	ARMN	902001	90	1373	766-1801-001
5	ARMN	902013	90	1373	766-1801-001
6	ARMN	902023	90	1373	766-1801-001
7	ARMN	902025	90	1373	766-1801-001
8	ARMN	902026	90	1373	766-1801-001
9	ARMN	902029	90	1373	766-1801-001
10	ARMN	902030	90	1373	766-1801-001
11	ARMN	902033	90	1373	766-1801-001
12	ARMN	902048	90	1373	766-1801-001
13	ARMN	902056	90	1373	766-1801-001
14	ARMN	902066	90	1373	766-1801-001
15	ARMN	902073	90	1373	766-1801-001
16	ARMN	902091	90	1373	766-1801-001
17	ARMN	902092	90	1373	766-1801-001
18	ARMN	902093	90	1373	766-1801-001
19	ARMN	902100	90	1373	766-1801-001
20	ARMN	902102	90	1373	766-1801-001
21	ARMN	902103	90	1373	766-1801-001
22	ARMN	902108	90	1373	766-1801-001
23	ARMN	902109	90	1373	766-1801-001
24	ARMN	902111	90	1373	766-1801-001
25	ARMN	902113	90	1373	766-1801-001
26	ARMN	902116	90	1373	766-1801-001
27	ARMN	902117	90	1373	766-1801-001
28	ARMN	902120	90	1373	766-1801-001
29	ARMN	902121	90	1373	766-1801-001
30	ARMN	902124	90	1373	766-1801-001
31	ARMN	902125	90	1373	766-1801-001
32	ARMN	902128	90	1373	766-1801-001
33	ARMN	902131	90	1373	766-1801-001
34	ARMN	902135	90	1373	766-1801-001
35	ARMN	902138	90	1373	766-1801-001
36	ARMN	902139	90	1373	766-1801-001
37	ARMN	902143	90	1373	766-1801-001
38	ARMN	902153	90	1373	766-1801-001
39	ARMN	902154	90	1373	766-1801-001
40	ARMN	902155	90	1373	766-1801-001

SCHEDULE 2
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(CURRENTLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
41	ARMN	902156	90	1373	766-1801-001
42	ARMN	902158	90	1373	766-1801-001
43	ARMN	902161	90	1373	766-1801-001
44	ARMN	902968	90	1182	766-1801-000
45	ARMN	902969	90	1373	766-1801-001
46	ARMN	902972	90	1373	766-1801-001
47	ARMN	902973	90	1373	766-1801-001
48	ARMN	902976	90	1373	766-1801-001
49	ARMN	902977	90	1373	766-1801-001
50	ARMN	902982	90	1373	766-1801-001
51	ARMN	902988	90	1373	766-1801-001
52	ARMN	902991	90	1373	766-1801-001
53	ARMN	902993	90	1373	766-1801-001
54	ARMN	902998	90	1373	766-1801-001
55	ARMN	903001	90	1182	766-1801-000
56	ARMN	903996	90	1182	766-1801-000
57	ARMN	911001	90	1373	766-1801-001
58	ARMN	911005	90	1373	766-1801-001
59	ARMN	911006	90	1373	766-1801-001
60	ARMN	911008	90	1373	766-1801-001
61	ARMN	912000	90	1373	766-1801-001
62	ARMN	912001	90	1373	766-1801-001
63	ARMN	912002	90	1373	766-1801-001
64	ARMN	912004	90	1373	766-1801-001
65	ARMN	912005	90	1373	766-1801-001
66	ARMN	912006	90	1373	766-1801-001
67	ARMN	912008	90	1373	766-1801-001
68	ARMN	912009	90	1373	766-1801-001
69	ARMN	912013	90	1373	766-1801-001
70	ARMN	912015	90	1373	766-1801-001
71	ARMN	912016	90	1373	766-1801-001
72	ARMN	912017	90	1373	766-1801-001
73	ARMN	912021	90	1373	766-1801-001
74	ARMN	912026	90	1373	766-1801-001
75	ARMN	912030	90	1373	766-1801-001
76	ARMN	912032	90	1373	766-1801-001
77	ARMN	912033	90	1373	766-1801-001
78	ARMN	912035	90	1373	766-1801-002
79	ARMN	912040	90	1373	766-1801-002
80	ARMN	912042	90	1373	766-1801-002

SCHEDULE 2
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(CURRENTLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
81	ARMN	912045	90	1373	766-1801-002
82	ARMN	912046	90	1373	766-1801-002
83	ARMN	912048	90	1373	766-1801-002
84	ARMN	912056	90	1373	766-1801-002
85	ARMN	912059	90	1373	766-1801-002
86	ARMN	912065	90	1373	766-1801-002
87	ARMN	912066	90	1373	766-1801-002
88	ARMN	912070	90	1373	766-1801-002
89	ARMN	912071	90	1373	766-1801-002
90	ARMN	912075	90	1373	766-1801-002
91	ARMN	912080	90	1373	766-1801-002
92	ARMN	912082	90	1373	766-1801-002
93	ARMN	912084	90	1373	766-1801-002
94	ARMN	912086	90	1373	766-1801-002
95	ARMN	912087	90	1373	766-1801-002
96	ARMN	912095	90	1373	766-1801-002
97	ARMN	912098	90	1373	766-1801-002
98	ARMN	912100	90		766-1801-002
99	ARMN	912103	90	1373	766-1801-002
100	ARMN	912105	90	1373	766-1801-002
101	ARMN	912107	90	1373	766-1801-002
102	ARMN	912108	90	1373	766-1801-002
103	ARMN	912110	90	1373	766-1801-002
104	ARMN	912111	90	1373	766-1801-002
105	ARMN	912113	90	1373	766-1801-002
106	ARMN	912115	90	1373	766-1801-002
107	ARMN	912120	90	1373	766-1801-002
108	ARMN	912122	90	1373	766-1801-002
109	ARMN	912123	90	1373	766-1801-002
110	ARMN	912124	90	1373	766-1801-002
111	ARMN	912127	90	1373	766-1801-002
112	ARMN	912128	90	1373	766-1801-002
113	ARMN	912129	90	1373	766-1801-002
114	ARMN	912130	90	1373	766-1801-002
115	ARMN	912132	90	1373	766-1801-002
116	ARMN	912134	90	1373	766-1801-002
117	ARMN	912139	90	1373	766-1801-002
118	ARMN	912140	90	1373	766-1801-002
119	ARMN	912141	90	1373	766-1801-002
120	ARMN	912144	90	1373	766-1801-002

SCHEDULE 2
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(CURRENTLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID	
121	ARMN	912146	90	1373	766-1801-002	
122	ARMN	912969	90	1373	766-1801-002	
123	ARMN	912970	90	1373	766-1801-002	
124	ARMN	912973	90	1373	766-1801-002	
125	ARMN	912975	90	1373	766-1801-002	
126	ARMN	912978	90	1373	766-1801-002	
127	ARMN	912980	90	1373	766-1801-002	
128	ARMN	912981	90	1373	766-1801-002	
129	ARMN	912985	90	1373	766-1801-002	
130	ARMN	912986	90	1373	766-1801-002	
131	ARMN	912987	90	1373	766-1801-002	B/o
132	ARMN	912989	90	1373	766-1801-002	
133	ARMN	912992	90	1373	766-1801-002	
134	ARMN	912997	90	1373	766-1801-002	
135	ARMN	912998	90	1373	766-1801-002	
136	ARMN	912999	90	1373	766-1801-002	
137	ARMN	921000	90	1373	766-1801-002	
138	ARMN	921990	90	1373	766-1801-002	
139	ARMN	921996	90	1373	766-1801-002	
140	ARMN	921997	90	1373	766-1801-002	
141	ARMN	922000	90	1373	766-1801-002	
142	ARMN	922001	90	1373	766-1801-002	
143	ARMN	922002	90	1373	766-1801-002	
144	ARMN	922003	90	1373	766-1801-002	
145	ARMN	922014	90	1373	766-1801-002	
146	ARMN	922016	90	1373	766-1801-002	
147	ARMN	922017	90	1373	766-1801-002	
148	ARMN	922018	90	1373	766-1801-002	
149	ARMN	922034	90	1373	766-1801-002	
150	ARMN	922038	90	1373	766-1801-002	
151	ARMN	922040	90	1373	766-1801-002	
152	ARMN	922041	90	1373	766-1801-002	
153	ARMN	922045	90	1373	766-1801-002	
154	ARMN	922048	90	1182	766-1801-000	
155	ARMN	922049	90	1182	766-1801-000	
156	ARMN	922050	90	1182	766-1801-000	
157	ARMN	922970	90	1182	766-1801-000	
158	ARMN	922971	90	1182	766-1801-000	
159	ARMN	922973	90	1182	766-1801-000	
160	ARMN	922974	90	1182	766-1801-000	

SCHEDULE 2
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(CURRENTLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
161	ARMN	922978	90	1182	766-1801-000
162	ARMN	922980	90	1373	766-1801-002
163	ARMN	922983	90	1373	766-1801-002
164	ARMN	922987	90	1373	766-1801-002
165	ARMN	922989	90	1373	766-1801-002
166	ARMN	922991	90	1373	766-1801-002
167	ARMN	922993	90	1373	766-1801-002
168	ARMN	922994	90	1373	766-1801-002
169	ARMN	922996	90	1373	766-1801-002
170	ARMN	923947	90	1182	766-1801-000
171	ARMN	923978	90	1182	766-1801-000
172	ARMN	931995	90	1373	766-1801-002
173	ARMN	932001	90	1373	766-1801-002
174	ARMN	932002	90	1373	766-1801-002
175	ARMN	932007	90	1182	766-1801-000
176	ARMN	932990	90	1182	766-1801-000
177	ARMN	932993	90	1182	766-1801-000
178	ARMN	932994	90	1182	766-1801-000
179	ARMN	932996	90	1182	766-1801-000
180	ARMN	932997	90	1182	766-1801-000
181	ARMN	932999	90	1373	766-1801-002
182	ARMN	933911	90	1182	766-1801-000
183	ARMN	933913	90	1182	766-1801-000
184	ARMN	933914	90	1182	766-1801-000
185	ARMN	991000	90	1373	766-1801-002
186	ARMN	991001	90	1373	766-1801-002
187	ARMN	991002	90	1373	766-1801-002
188	ARMN	991005	90	1373	766-1801-002
189	ARMN	991007	90	1373	766-1801-002
190	ARMN	991008	90	1373	766-1801-002
191	ARMN	992001	90	1373	766-1801-002
192	ARMN	992003	90	1373	766-1801-002
193	ARMN	992005	90	1373	766-1801-002
194	ARMN	992006	90	1373	766-1801-003
195	ARMN	992012	90	1373	766-1801-003
196	ARMN	992014	90	1373	766-1801-003
197	ARMN	992016	90	1373	766-1801-003
198	ARMN	992018	90	1373	766-1801-003
199	ARMN	992019	90	1373	766-1801-003
200	ARMN	992020	90	1373	766-1801-003

SCHEDULE 2
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(CURRENTLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
201	ARMN	992021	90	1373	766-1801-003
202	ARMN	992022	90	1373	766-1801-003
203	ARMN	992024	90	1373	766-1801-003
204	ARMN	992029	90	1373	766-1801-003
205	ARMN	992037	90	1373	766-1801-003
206	ARMN	992038	90	1373	766-1801-003
207	ARMN	992046	90	1373	766-1801-003
208	ARMN	992048	90	1373	766-1801-003
209	ARMN	992057	90	1373	766-1801-003
210	ARMN	992059	90	1373	766-1801-003
211	ARMN	992061	90	1373	766-1801-003
212	ARMN	992066	90	1373	766-1801-003
213	ARMN	992070	90	1373	766-1801-003
214	ARMN	992071	90	1373	766-1801-003
215	ARMN	992075	90	1373	766-1801-003
216	ARMN	992076	90	1373	766-1801-003
217	ARMN	992077	90	1373	766-1801-003
218	ARMN	992079	90	1373	766-1801-003
219	ARMN	992080	90	1373	766-1801-003
220	ARMN	992081	90	1373	766-1801-003
221	ARMN	992082	90	1373	766-1801-003
222	ARMN	992084	90	1373	766-1801-003
223	ARMN	992087	90	1373	766-1801-003
224	ARMN	992088	90	1373	766-1801-003
225	ARMN	992096	90	1373	766-1801-003
226	ARMN	992101	90	1373	766-1801-003
227	ARMN	992103	90	1373	766-1801-003
228	ARMN	992106	90	1373	766-1801-003
229	ARMN	992110	90	1373	766-1801-003
230	ARMN	992112	90	1373	766-1801-003
231	ARMN	992116	90	1373	766-1801-003
232	ARMN	992117	90	1373	766-1801-003
233	ARMN	992119	90	1373	766-1801-003
234	ARMN	992122	90	1373	766-1801-003
235	ARMN	992125	90	1373	766-1801-003
236	ARMN	992129	90	1373	766-1801-003
237	ARMN	992131	90	1373	766-1801-003
238	ARMN	992132	90	1373	766-1801-003
239	ARMN	992134	90	1373	766-1801-003
240	ARMN	992136	90	1373	766-1801-003

SCHEDULE 2
AMENDED AND RESTATED RIDER 3
TO RAILCAR NET LEASING AGREEMENT
(CURRENTLY LEASED CARS)

Car Count	Equip Initial	Equip Number	Reefer Type	UP LID	Lessors LID
241	ARMN	992139	90	1373	766-1801-003
242	ARMN	992140	90	1373	766-1801-003
243	ARMN	992141	90	1373	766-1801-003
244	ARMN	992142	90	1373	766-1801-003
245	ARMN	992989	90	1373	766-1801-003
246	ARMN	992994	90	1373	766-1801-003
247	ARMN	902096	90	1373	766-1801-001
248	ARMN	902986	90	1373	766-1801-001
249	ARMN	912112	90	1373	766-1801-002
250	ARMN	922039	90	1373	766-1801-002
251	ARMN	922043	90	1373	766-1801-002
252	ARMN	922977	90	1182	766-1801-000
253	ARMN	922997	90	1373	766-1801-002
254	ARMN	992025	90	1373	766-1801-003

SCHEDULE 3
Amended and Restated Rider 3
to Railcar Net Leasing Agreement
Casualty Value Schedule

Rental Payment	Rental Payment Date	Casualty Value per Railcar
1	4/1/2010	$ 42,054.91
2	5/1/2010	$ 41,562.28
3	6/1/2010	$ 41,066.77
4	7/1/2010	$ 40,569.04
5	8/1/2010	$ 40,068.71
6	9/1/2010	$ 39,565.48
7	10/1/2010	$ 39,060.00
8	11/1/2010	$ 38,551.89
9	12/1/2010	$ 38,040.86
10	1/1/2011	$ 37,526.91
11	2/1/2011	$ 37,010.73
12	3/1/2011	$ 36,491.96
13	4/1/2011	$ 35,970.95
14	5/1/2011	$ 35,447.33
15	6/1/2011	$ 34,920.75
16	7/1/2011	$ 34,391.89
17	8/1/2011	$ 33,860.41
18	9/1/2011	$ 33,325.94
19	10/1/2011	$ 32,789.17
20	11/1/2011	$ 32,249.76
21	12/1/2011	$ 31,707.33
22	1/1/2012	$ 31,161.88
23	2/1/2012	$ 30,613.97
24	3/1/2012	$ 30,063.32
25	4/1/2012	$ 29,510.20
26	5/1/2012	$ 28,954.31
27	6/1/2012	$ 28,395.36
28	7/1/2012	$ 27,833.91
29	8/1/2012	$ 27,269.67
30	9/1/2012	$ 26,702.34
31	10/1/2012	$ 26,132.48
32	11/1/2012	$ 25,559.81
33	12/1/2012	$ 24,984.03
34	1/1/2013	$ 24,405.11
35	2/1/2013	$ 23,823.52
36	3/1/2013	$ 23,239.00
37	4/1/2013	$ 22,651.77
38	5/1/2013	$ 22,061.60
39	6/1/2013	$ 21,468.27

Note: All Rent due in Arrears will be payable along with Casualty Value

SCHEDULE 3
Amended and Restated Rider 3
to Railcar Net Leasing Agreement
Casualty Value Schedule

Rental Payment	Rental Payment Date	Casualty Value per Railcar
40	7/1/2013	$ 20,872.19
41	8/1/2013	$ 20,273.15
42	9/1/2013	$ 19,670.92
43	10/1/2013	$ 19,065.91
44	11/1/2013	$ 18,457.92
45	12/1/2013	$ 17,846.70
46	1/1/2014	$ 17,232.25
47	2/1/2014	$ 16,614.86
48	3/1/2014	$ 15,994.36
49	4/1/2014	$ 15,370.90
50	5/1/2014	$ 14,744.33
51	6/1/2014	$ 14,114.46
52	7/1/2014	$ 13,481.61
53	8/1/2014	$ 12,845.61
54	9/1/2014	$ 12,206.29
55	10/1/2014	$ 11,563.94
56	11/1/2014	$ 10,918.43
57	12/1/2014	$ 10,269.58
58	1/1/2015	$ 9,617.37
59	2/1/2015	$ 8,961.96
60	3/1/2015	$ 8,303.25
61	4/1/2015	$ 7,641.31
62	5/1/2015	$ 6,976.05
63	6/1/2015	$ 6,307.39
64	7/1/2015	$ 5,635.47
65	8/1/2015	$ 4,960.20
66	9/1/2015	$ 4,281.50
67	10/1/2015	$ 3,599.50
68	11/1/2015	$ 2,914.13
69	12/1/2015	$ 2,447.82
70	1/1/2016	$ 2,250.00

Note: All Rent due in Arrears will be payable along with Casualty Value