



Marjorie F. Krumholz

P 202.585.6913

F 202.508.1015

mkrumholz@thompsoncoburn.com

October 20, 2016

RECORDATION NO. 19361-G
FILED OCTOBER 21, 2016 9:36 AM
SURFACE TRANSPORTATION BOARD

VIA E-FILING

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

Re: Rider 3 to Railcar Net Leasing Agreement (1 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 Rider 3 to Railcar Net Leasing Agreement ("Rider 3") dated as of October 1, 2001, 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: Citicorp Railmark, Inc.
450 Mamaroneck Avenue
Harrison, New York 10528

Lessee: Union Pacific Railroad Company
1416 Dodge Street, Room 200
Omaha, Nebraska 68179

A description of the equipment covered by Rider 3 consists of 656 Mechanical Refrigerated Boxcars with marks and numbers TPIX 100 – TPIX 149, inclusive, WC 10100 – WC 10196, sporadic, BNSF 11703 – BNSF 12764, sporadic, and SFLC 1718 – SFLC 2761, sporadic. Kindly find a list of the equipment in Schedule 1, Schedule 2 and Schedule 3 to 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:

Rider 3 to Railcar Net Leasing Agreement dated as of October 1, 2001 between Citicorp Railmark, Inc. and Union Pacific Railroad Company covering 656

October 20, 2016

Page 2

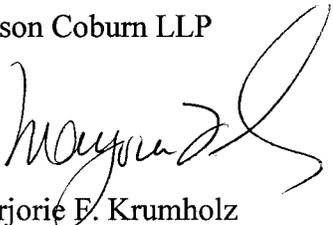
Mechanical Refrigerated Boxcars with marks and numbers TPIX 100 – TPIX 149, inclusive, WC 10100 – WC 10196, sporadic, BNSF 11703 – BNSF 12764, sporadic, and SFLC 1718 – SFLC 2761, sporadic.

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

Very truly yours,

Thompson Coburn LLP

By


Marjorie E. Krumholz

MFK/elh

Enclosures

RIDER 3 TO RAILCAR NET LEASING AGREEMENT
BETWEEN CITICORP RAILMARK, INC. ("CITICORP") AND
UNION PACIFIC RAILROAD COMPANY ("LESSEE")
DATED AS OF DECEMBER 21, 1994 (THE "LEASE")

DATE OF RIDER: October 1, 2001

NUMBER OF CARS AND CAR TYPE: Up to 656 Mechanical Refrigerated Boxcars

EXISTING CAR MARKS AND NUMBERS: On Schedules 1, 2 and 3 attached hereto

NEW CAR MARKS AND NUMBERS: To be provided after the repairs under the Repair Agreement (as hereinafter defined) are completed.

LEASE COMMENCEMENT DATE: October 1, 2001; provided that rent shall commence (i) for a Car which is placed in service by Lessee prior to repair ("In-Service Car"), on the date such In-Service Car is restenciled by Lessee, and (ii) for a Car which is not placed in service by Lessee prior to repair ("Completed Car"), on the date such Completed Car is accepted by CITIRAIL under the Repair Agreement. In Service Cars and Completed Cars are collectively referred to as the "Cars" and individually as a "Car".

REPAIRS TO THE CARS: Lessee and CITIRAIL have entered into a Railcar Repair Agreement dated as of October 1, 2001 between Lessee and CITIRAIL (the "Repair Agreement"), pursuant to which Lessee will be repairing the Cars. The repairs under the Repair Agreement will be performed at Lessee's repair facility at DeSoto, Missouri (the "Repair Facility").

ACCEPTANCE,
REMOVAL OF REEFER
UNITS, DELIVERY
TO THE REPAIR FACILITY
AND INSTALLATION OF
NEW REEFER UNITS: The Cars will be delivered to Lessee in three tranches. Lessee agrees that all of the Cars shall be deemed to be accepted by Lessee, without inspection, except for any Cars which sustain wreck damage and are casualties prior to the date of this Rider. Lessee may use the In-Service Cars, subject to the terms and conditions of the Lease and this Rider, prior to

repairing the In-Service Cars pursuant to the Repair Agreement. Prior to movement of the Cars to the Repair Facility, Lessee will move the Cars to its facility at Pocatello, Idaho (the "Pocatello Facility") and will remove the reefer units ("Old Units") from the Cars. Lessee will then move the Cars to the Repair Facility for repair pursuant to the Repair Agreement. Following completion of the repairs at the Repair Facility, Lessee will then move the Cars to the Millennium Repair Shop (the "Millennium Shop"), in Wood River, Illinois for installation of new reefer units (the "New Units") on the Cars. All transportation charges to move the Cars to and from the Pocatello Facility, to and from the Repair Facility and to and from the Millennium Shop shall be for Lessee's account.

Upon completion by Lessee of the repairs to the Cars under the Repair Agreement and at the request of Lessee to CITIRAIL, Lessee and CITIRAIL shall inspect the Cars at the Repair Facility and jointly note, in a writing signed by CITIRAIL and Lessee, any exceptions to the condition of the Cars which are not covered by the Repair Agreement specifications and such exceptions need not be corrected by Lessee upon the return of the Cars to CITIRAIL upon termination of this Rider.

LEASE TERMINATION DATES:

The Lease Termination Date for all the Cars in a single tranche shall be the same and shall be the tenth (10th) year anniversary following the delivery and acceptance of the last car in said tranche.

CAR MARKINGS:

Lessee shall, at its expense, as promptly as reasonably practicable, change the alpha and numeric designations of the Cars to the New Car Marks.

PAYMENT FREQUENCY:

Monthly, in arrears, provided that if CITIRAIL's invoice is not received by Lessee at least 10 days prior to month's end, Lessee shall have 10 days from receipt of CITIRAIL's invoice to make its payment.

RENT PAYMENT:

In Service Cars: For each In-Service Car, \$375 per Car per month until such In-Service Car arrives at the Pocatello Facility for removal of the Old Unit and \$560 per Car per month to commence upon the acceptance of such In-Service Car by CITIRAIL under the Repair Agreement. Rent on the In-Service Cars will abate from the date such In-Service Car is delivered to the Pocatello Facility for removal of the Old Unit until the date such In-Service Car is accepted by CITIRAIL under the Repair Agreement, provided, however, that such rental abatement shall not exceed sixty (60) days per In-Service Car.

Completed Cars: For each Completed Car, \$560 per Car per month to commence upon the acceptance by CITIRAIL of such Completed Car under the Repair Agreement.

PAYMENT INSTRUCTIONS:

By wire transfer to:

CITIBANK, N.A.
New York, New York
ABA No. 021000089
Account No. 40519181
Account Name: Citicorp Railmark, Inc.

CASUALTY VALUE:

Per the Casualty Value Schedule attached hereto as Schedule 4.

PERMISSIBLE COMMODITIES/SERVICE:

Perishable and frozen foods

DELIVERY LOCATION:

Lessee will take delivery of the Cars at the Repair Shop following completion of the repairs and acceptance of the Cars pursuant to the Repair Agreement. Thereafter, Lessee will move the Cars to the Millennium Shop for installation of the New Units.

RETURN LOCATION:

Interchange points on Lessee's lines as specified by CITIRAIL pursuant to paragraph 14 of the Lease.

ADDITIONAL RETURN PROVISIONS:

The language in Section 14 of the Lease that each Car "shall be in at least as good condition

as when delivered to Lessee, ordinary wear and tear excepted..." shall, for purposes of this Rider 3, refer to the condition of the Car immediately after such Car has been repaired and accepted by CITIRAIL pursuant to the Repair Agreement.

Each Car shall be maintained throughout the Term, and returned, in the condition required by the Lease and this Rider. On return, each Car shall be in the condition required to pass a pre-trip inspection pursuant to Schedule 5 attached hereto and hold a refrigerated load.

USE AND MAINTENANCE OF REFRIGERATION UNIT ON EACH CAR:

Per the Specifications set forth on Schedule 5 hereto.

MEMORANDUM OF LEASE:

Upon CITIRAIL's request, Lessee agrees to execute and deliver a Memorandum of Lease relating to this Rider, on terms reasonably acceptable to both parties, which, at CITIRAIL's option, will be filed by CITIRAIL with the Surface Transportation Board.

Agreed to as of this 1st day of October, 2001, by and between Citicorp Railmark, Inc. and Union Pacific Railroad Company.

CITICORP RAILMARK, INC.

UNION PACIFIC RAILROAD COMPANY

By: *Paul H. Kelly*
Its: SENIOR VICE PRESIDENT

By: *David L. Biggle*
Its: DR. MGR. PURCHASES & LEASES

SCHEDULE 1 TO RIDER 3

**50 Mechanical Refrigerated Boxcars
marked TPIX 100 – TPIX 149 (both inclusive)**

SCHEDULE 2 TO RIDER 3

48 Mechanical Refrigerated Boxcars marked:

WC 10100
WC 10101
WC 10102
WC 10103
WC 10104
WC 10105
WC 10106
WC 10107
WC 10108
WC 10109
WC 10110
WC 10111
WC 10113
WC 10114
WC 10115
WC 10116
WC 10117
WC 10118
WC 10119
WC 10120
WC 10121
WC 10122
WC 10124
WC 10126
WC 10131
WC 10132
WC 10133
WC 10134
WC 10136
WC 10142
WC 10143
WC 10144
WC 10146
WC 10147
WC 10149
WC 10153
WC 10156
WC 10157
WC 10165
WC 10167
WC 10169
WC 10176
WC 10183
WC 10184

WC 10186
WC 10189
WC 10190
WC 10196

SCHEDULE 3 TO RIDER 3

558 Mechanical Refrigerated Boxcars marked:

BNSF 11703
BNSF 11704
BNSF 11705
BNSF 11706
BNSF 11707
BNSF 11709
BNSF 11713
BNSF 11717
BNSF 11725
BNSF 11726
BNSF 11727
BNSF 11730
BNSF 11733
BNSF 11736
BNSF 11737
BNSF 11739
BNSF 11740
BNSF 11746
BNSF 11747
BNSF 11748
BNSF 11749
BNSF 11753
BNSF 11755
BNSF 11758
BNSF 11760
BNSF 11761
BNSF 11763
BNSF 11764
BNSF 11765
BNSF 11768
BNSF 11769
BNSF 11770
BNSF 11773
BNSF 11775
BNSF 11776
BNSF 11777
BNSF 11778
BNSF 11782
BNSF 11790
BNSF 11792
BNSF 11793
BNSF 11794
BNSF 11796

BNSF 11801
BNSF 11805
BNSF 11810
BNSF 11813
BNSF 11814
BNSF 11815
BNSF 11819
BNSF 11823
BNSF 11824
BNSF 11828
BNSF 11831
BNSF 11839
BNSF 11840
BNSF 11843
BNSF 11847
BNSF 11857
BNSF 11858
BNSF 11859
BNSF 11863
BNSF 11869
BNSF 11870
BNSF 11871
BNSF 11874
BNSF 11876
BNSF 11879
BNSF 11881
BNSF 11882
BNSF 11886
BNSF 11891
BNSF 11892
BNSF 11893
BNSF 11895
BNSF 11898
BNSF 11903
BNSF 11906
BNSF 11907
BNSF 11908
BNSF 11909
BNSF 11911
BNSF 11923
BNSF 11924
BNSF 11925
BNSF 11938
BNSF 11941
BNSF 11943
BNSF 11944
BNSF 11945
BNSF 11948

BNSF 11950
BNSF 11953
BNSF 11954
BNSF 11956
BNSF 11961
BNSF 11962
BNSF 11965
BNSF 11966
BNSF 11972
BNSF 11974
BNSF 11977
BNSF 12004
BNSF 12016
BNSF 12024
BNSF 12027
BNSF 12033
BNSF 12047
BNSF 12052
BNSF 12059
BNSF 12061
BNSF 12071
BNSF 12073
BNSF 12080
BNSF 12091
BNSF 12092
BNSF 12094
BNSF 12097
BNSF 12099
BNSF 12103
BNSF 12106
BNSF 12110
BNSF 12126
BNSF 12129
BNSF 12131
BNSF 12137
BNSF 12144
BNSF 12156
BNSF 12164
BNSF 12168
BNSF 12215
BNSF 12216
BNSF 12224
BNSF 12228
BNSF 12234
BNSF 12238
BNSF 12241
BNSF 12242
BNSF 12247

BNSF 12251
BNSF 12252
BNSF 12254
BNSF 12255
BNSF 12256
BNSF 12259
BNSF 12591
BNSF 12613
BNSF 12621
BNSF 12625
BNSF 12643
BNSF 12650
BNSF 12665
BNSF 12676
BNSF 12686
BNSF 12689
BNSF 12706
BNSF 12713
BNSF 12718
BNSF 12720
BNSF 12728
BNSF 12730
BNSF 12756
BNSF 12762
BNSF 12764
SFLC 1718
SFLC 1719
SFLC 1721
SFLC 1722
SFLC 1728
SFLC 1738
SFLC 1742
SFLC 1744
SFLC 1751
SFLC 1754
SFLC 1766
SFLC 1767
SFLC 1771
SFLC 1774
SFLC 1781
SFLC 1784
SFLC 1788
SFLC 1791
SFLC 1795
SFLC 1798
SFLC 1800
SFLC 1806
SFLC 1809

SFLC 1812
SFLC 1818
SFLC 1829
SFLC 1830
SFLC 1834
SFLC 1835
SFLC 1836
SFLC 1842
SFLC 1846
SFLC 1851
SFLC 1852
SFLC 1861
SFLC 1865
SFLC 1866
SFLC 1872
SFLC 1873
SFLC 1875
SFLC 1884
SFLC 1890
SFLC 1894
SFLC 1897
SFLC 1900
SFLC 1913
SFLC 1915
SFLC 1916
SFLC 1918
SFLC 1919
SFLC 1939
SFLC 1942
SFLC 1946
SFLC 1949
SFLC 1957
SFLC 1958
SFLC 1963
SFLC 1967
SFLC 1976
SFLC 1978
SFLC 1979
SFLC 1980
SFLC 1981
SFLC 1983
SFLC 1984
SFLC 1985
SFLC 1986
SFLC 1987
SFLC 1988
SFLC 1989
SFLC 1990

SFLC 1991
SFLC 1992
SFLC 1993
SFLC 1997
SFLC 1999
SFLC 2001
SFLC 2002
SFLC 2003
SFLC 2005
SFLC 2006
SFLC 2007
SFLC 2008
SFLC 2009
SFLC 2012
SFLC 2013
SFLC 2015
SFLC 2017
SFLC 2018
SFLC 2019
SFLC 2020
SFLC 2021
SFLC 2022
SFLC 2025
SFLC 2026
SFLC 2028
SFLC 2030
SFLC 2031
SFLC 2036
SFLC 2037
SFLC 2038
SFLC 2040
SFLC 2041
SFLC 2043
SFLC 2044
SFLC 2045
SFLC 2046
SFLC 2049
SFLC 2051
SFLC 2053
SFLC 2054
SFLC 2055
SFLC 2058
SFLC 2062
SFLC 2064
SFLC 2065
SFLC 2066
SFLC 2067
SFLC 2068

SFLC 2070
SFLC 2072
SFLC 2075
SFLC 2077
SFLC 2078
SFLC 2079
SFLC 2081
SFLC 2082
SFLC 2085
SFLC 2086
SFLC 2087
SFLC 2088
SFLC 2089
SFLC 2090
SFLC 2093
SFLC 2098
SFLC 2100
SFLC 2101
SFLC 2102
SFLC 2104
SFLC 2105
SFLC 2109
SFLC 2112
SFLC 2113
SFLC 2114
SFLC 2116
SFLC 2118
SFLC 2119
SFLC 2120
SFLC 2121
SFLC 2122
SFLC 2125
SFLC 2127
SFLC 2130
SFLC 2132
SFLC 2133
SFLC 2134
SFLC 2135
SFLC 2136
SFLC 2138
SFLC 2139
SFLC 2141
SFLC 2143
SFLC 2145
SFLC 2147
SFLC 2148
SFLC 2149
SFLC 2150

SFLC 2151
SFLC 2153
SFLC 2154
SFLC 2163
SFLC 2165
SFLC 2169
SFLC 2170
SFLC 2171
SFLC 2172
SFLC 2173
SFLC 2176
SFLC 2177
SFLC 2178
SFLC 2181
SFLC 2185
SFLC 2186
SFLC 2187
SFLC 2188
SFLC 2190
SFLC 2192
SFLC 2194
SFLC 2196
SFLC 2197
SFLC 2198
SFLC 2202
SFLC 2204
SFLC 2205
SFLC 2206
SFLC 2207
SFLC 2208
SFLC 2211
SFLC 2213
SFLC 2217
SFLC 2218
SFLC 2219
SFLC 2220
SFLC 2221
SFLC 2222
SFLC 2223
SFLC 2226
SFLC 2229
SFLC 2231
SFLC 2233
SFLC 2235
SFLC 2236
SFLC 2237
SFLC 2240
SFLC 2243

SFLC 2244
SFLC 2257
SFLC 2260
SFLC 2261
SFLC 2262
SFLC 2263
SFLC 2264
SFLC 2265
SFLC 2266
SFLC 2267
SFLC 2268
SFLC 2269
SFLC 2270
SFLC 2271
SFLC 2273
SFLC 2274
SFLC 2276
SFLC 2277
SFLC 2278
SFLC 2281
SFLC 2284
SFLC 2285
SFLC 2286
SFLC 2287
SFLC 2288
SFLC 2294
SFLC 2298
SFLC 2300
SFLC 2302
SFLC 2311
SFLC 2312
SFLC 2315
SFLC 2316
SFLC 2317
SFLC 2319
SFLC 2320
SFLC 2322
SFLC 2324
SFLC 2325
SFLC 2326
SFLC 2327
SFLC 2331
SFLC 2335
SFLC 2337
SFLC 2338
SFLC 2339
SFLC 2343
SFLC 2345

SFLC 2346
SFLC 2347
SFLC 2348
SFLC 2350
SFLC 2353
SFLC 2354
SFLC 2359
SFLC 2360
SFLC 2361
SFLC 2362
SFLC 2363
SFLC 2365
SFLC 2366
SFLC 2375
SFLC 2376
SFLC 2377
SFLC 2379
SFLC 2383
SFLC 2384
SFLC 2385
SFLC 2388
SFLC 2391
SFLC 2392
SFLC 2394
SFLC 2399
SFLC 2400
SFLC 2405
SFLC 2407
SFLC 2409
SFLC 2414
SFLC 2415
SFLC 2416
SFLC 2417
SFLC 2418
SFLC 2419
SFLC 2420
SFLC 2422
SFLC 2424
SFLC 2426
SFLC 2427
SFLC 2428
SFLC 2429
SFLC 2430
SFLC 2434
SFLC 2435
SFLC 2436
SFLC 2437
SFLC 2438

SFLC 2440
SFLC 2443
SFLC 2444
SFLC 2446
SFLC 2447
SFLC 2450
SFLC 2451
SFLC 2453
SFLC 2454
SFLC 2455
SFLC 2457
SFLC 2458
SFLC 2459
SFLC 2461
SFLC 2463
SFLC 2465
SFLC 2466
SFLC 2468
SFLC 2474
SFLC 2475
SFLC 2478
SFLC 2479
SFLC 2480
SFLC 2481
SFLC 2484
SFLC 2489
SFLC 2490
SFLC 2492
SFLC 2496
SFLC 2497
SFLC 2498
SFLC 2500
SFLC 2502
SFLC 2506
SFLC 2509
SFLC 2510
SFLC 2516
SFLC 2517
SFLC 2519
SFLC 2521
SFLC 2524
SFLC 2526
SFLC 2527
SFLC 2528
SFLC 2529
SFLC 2531
SFLC 2532
SFLC 2533

SFLC 2535
SFLC 2537
SFLC 2540
SFLC 2548
SFLC 2553
SFLC 2554
SFLC 2556
SFLC 2557
SFLC 2558
SFLC 2562
SFLC 2568
SFLC 2569
SFLC 2570
SFLC 2571
SFLC 2573
SFLC 2574
SFLC 2592
SFLC 2597
SFLC 2604
SFLC 2608
SFLC 2619
SFLC 2629
SFLC 2632
SFLC 2653
SFLC 2661
SFLC 2692
SFLC 2696
SFLC 2702
SFLC 2708
SFLC 2717
SFLC 2740
SFLC 2751
SFLC 2752
SFLC 2758
SFLC 2761

SCHEDULE 4 TO RIDER 3

CASUALTY VALUE SCHEDULE

<u>Rent Payment Date</u>	<u>Amount Per Car</u>
October 31, 2001 through June 30, 2002	\$57,749
July 31, 2002	\$57,730
August 31, 2002	\$57,708
September 30, 2002	\$57,684
October 31, 2002	\$57,641
November 30, 2002	\$57,595
December 31, 2002	\$57,547
January 31, 2003	\$57,480
February 28, 2003	\$57,410
March 31, 2003	\$57,337
April 30, 2003	\$57,261
May 31, 2003	\$57,181
June 30, 2003	\$57,098
July 31, 2003	\$57,011
August 31, 2003	\$56,921
September 30, 2003	\$56,828
October 31, 2003	\$56,730
November 30, 2003	\$56,629
December 31, 2003	\$56,526
January 31, 2004	\$56,418
February 28, 2004	\$56,307
March 31, 2004	\$56,193
April 30, 2004	\$56,076
May 31, 2004	\$55,956
June 30, 2004	\$55,834
July 31, 2004	\$55,709
August 31, 2004	\$55,581
September 30, 2004	\$55,449
October 31, 2004	\$55,316
November 30, 2004	\$55,179
December 31, 2004	\$55,039
January 31, 2005	\$54,896
February 28, 2005	\$54,751
March 31, 2005	\$54,602
April 30, 2005	\$54,450
May 31, 2005	\$54,296
June 30, 2005	\$54,140
July 31, 2005	\$53,983
August 31, 2005	\$53,822
September 30, 2005	\$53,658
October 31, 2005	\$53,493
November 30, 2005	\$53,324

<u>Rent Payment Date</u>	<u>Amount Per Car</u>
December 31, 2005	\$53,153
January 31, 2006	\$52,980
February 28, 2006	\$52,803
March 31, 2006	\$52,624
April 30, 2006	\$52,440
May 31, 2006	\$52,257
June 30, 2006	\$52,071
July 31, 2006	\$51,884
August 31, 2006	\$51,694
September 30, 2006	\$51,500
October 31, 2006	\$51,306
November 30, 2006	\$51,109
December 31, 2006	\$50,908
January 31, 2007	\$50,707
February 28, 2007	\$50,502
March 31, 2007	\$50,294
April 30, 2007	\$50,082
May 31, 2007	\$49,870
June 30, 2007	\$49,655
July 31, 2007	\$49,439
August 31, 2007	\$49,219
September 30, 2007	\$48,996
October 31, 2007	\$48,772
November 30, 2007	\$48,545
December 31, 2007	\$48,314
January 31, 2008	\$48,082
February 28, 2008	\$47,847
March 31, 2008	\$47,608
April 30, 2008	\$47,365
May 31, 2008	\$47,122
June 30, 2008	\$46,875
July 31, 2008	\$46,627
August 31, 2008	\$46,375
September 30, 2008	\$46,120
October 31, 2008	\$45,864
November 30, 2008	\$45,604
December 31, 2008	\$45,340
January 31, 2009	\$45,075
February 28, 2009	\$44,807
March 31, 2009	\$44,534
April 30, 2009	\$44,257
May 31, 2009	\$43,982
June 30, 2009	\$43,702
July 31, 2009	\$43,423
August 31, 2009	\$43,139

<u>Rent Payment Date</u>	<u>Amount Per Car</u>
September 30, 2009	\$42,852
October 31, 2009	\$42,565
November 30, 2009	\$42,274
December 31, 2009	\$41,979
January 31, 2010	\$41,685
February 28, 2010	\$41,387
March 31, 2010	\$41,084
April 30, 2010	\$40,777
May 31, 2010	\$40,472
June 30, 2010	\$40,163
July 31, 2010	\$39,856
August 31, 2010	\$39,544
September 30, 2010	\$39,228
October 31, 2010	\$38,915
November 30, 2010	\$38,597
December 31, 2010	\$38,274
January 31, 2011	\$37,954
February 28, 2011	\$37,629
March 31, 2011	\$37,300
April 30, 2011	\$36,966
May 31, 2011	\$36,634
June 30, 2011	\$36,298
July 31, 2011	\$35,964
August 31, 2011	\$35,625
September 30, 2011	\$35,281
October 31, 2011	\$34,940
November 30, 2011	\$34,594
December 31, 2011	\$34,243
January 31, 2012	\$33,894
February 28, 2012	\$33,541
March 31, 2012	\$33,183
April 30, 2012	\$32,820
May 31, 2012	\$32,466
June 30, 2012 and until such time as the Car is returned to CITIRAIL in accordance with the provisions of the Lease and this Rider.	\$32,106

SCHEDULE 5 TO RIDER 3

CONDITIONS¹

Lessee to perform industry standard Pre-Trip Inspection of all systems and components in accordance with the manufacturer's recommendations and in no event less than the standard of inspection performed by Lessee on other similar equipment owned or leased by Lessee, and to adjust, repair or replace the same as may be necessary to allow for the immediate use of the Car in rail interchange service for transportation of refrigerated food products.

¹ The Conditions contained in Exhibit 5 are subject to modification, from time to time, by agreement of the parties.

STATE OF NEW YORK)
) SS:
COUNTY OF WESTCHESTER)

On this 29th day of November, 2001, before me personally appeared Samford Hultberg me personally known, who being duly sworn, says that he is a Sr VP of CITICORP RAILMARK, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

DONALD E. HOYT
Notary Public, State of New York
No. 02HO6044718
Qualified in Westchester County
Commission Expires June 5, 2003

Donald E Hoyt
Notary Public

[NOTARIAL SEAL]

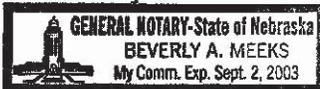
My Commission Expires:

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On this 21st day of November, 2001, before me personally appeared DAVID L. BECKETT to me personally known, who being by me duly sworn, says that he is a SR. VICE PRESIDENT of UNION PACIFIC RAILROAD COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beverly A. Meeks
Notary Public

[NOTARIAL SEAL]



My Commission Expire