

ITEL

Pullman

March 1, 1989

RECORDATION NO. 15480-13 FILED 1425

Istel Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000
15) 781-1035 Fax

MAR 6 1989 -11 05 AM

INTERSTATE COMMERCE COMMISSION

3/6/89
13

Hon. Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

9-0654003

Re: Amendment No. 2 dated January 3, 1989, to the Lease Agreement dated December 30, 1987, among Istel Rail Corporation, Istel Railcar Corporation and Union Pacific Railroad

Dear Ms. McGee:

On behalf of Istel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Amendment under the Lease Agreement dated December 30, 1987, between Istel Rail Corporation and Union Pacific Railroad, which was filed with the ICC on January 22, 1988, under Recordation No. 15480.

The parties to the aforementioned instrument are listed below:

Istel Rail Corporation and
Istel Railcar Corporation (Lessors)
55 Francisco Street
San Francisco, California 94133

Union Pacific Railroad (Lessee)
1416 Dodge Street
Omaha, Nebraska 68179

This Amendment adds to the Lease Agreement eighty-three (83) 50'7", Plate B, XM boxcars bearing reporting marks OKKT 1002-1814 (n.s.).

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

Patricia Schumacker

Patricia Schumacker
Legal Department

15482B

Counterpart

MAR 6 1989 -11 05 AM

C.D. No. 53425-11-B

AMENDMENT NO. 2

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 2 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of December 30, 1987, as amended among ITEL RAIL CORPORATION, ITEL RAILCAR CORPORATION, severally, as lessors, and UNION PACIFIC RAILROAD ("Lessee") is made this 3rd day of January 1988, by and between ITEL RAILCAR CORPORATION, individually as lessor ("Lessor"), and Lessee.

RECITALS:

- A. Lessor and Lessee are parties to the Agreement, pursuant to which three hundred (300) fifty-foot (50') Plate C boxcars (the "Cars") have been leased by Lessor to Lessee.
- B. Lessor and Lessee desire to add eighty-three (83) boxcars to the Agreement.

NOW, THEREFORE, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. This Amendment shall be effective on the date it is fully executed.
3. Equipment Schedule No. 3 attached hereto shall be added to and made part of the Agreement upon its full execution by the parties.
4. With respect to the Cars described on Equipment Schedule No. 3 only, the following Section 2 shall apply instead of Section 2 of the Agreement:

"2. Term

The term of the Agreement ('Term') with respect to each Car described on Equipment Schedule No. 3 shall commence at 12 noon on the date that this Amendment is fully executed, ('Effective Date') and shall expire as to all of the Cars described on Equipment Schedule No. 3 three (3) years from the Effective Date."

5. With respect to the Cars described on Equipment Schedule No. 3 only, the following shall apply instead of the first sentence of Subsection 3.A. of the Agreement.

"Lessee hereby approves the specifications set forth on Equipment Schedule No. 3 for the Cars delivered to it by Lessor."

6. With respect to the Cars described on Equipment Schedule No. 3 only, the following Subsection 3.B. shall apply instead of Subsection 3.B. of the Agreement:

"C. With respect only to the Cars described on Equipment Schedule No. 3, during the term of the Agreement, Lessor may, at its expense, replace any or all said Cars with similar boxcars of lower per diem car hire value upon prior written notice from Lessor to

LAW DEPT.
UNION PA
OMAH

Lessee provided; however, that any such replacement shall not prevent or prohibit Lessee from fulfilling its obligations to provide transportation and facilities upon reasonable request therefor."

7. With respect to the Cars on Equipment Schedule No. 3 only, the following Subsection 7.A. shall apply instead of Subsection 7.A. of the Agreement:

"7. A. (i) The monthly rental for each Car on Equipment Schedule

cents per day for such Car during such Month. The monthly rental for any Car shall commence to accrue upon Delivery of such Car.

(ii) The monthly rental for each Car is composed of a

Year') after the remark of the last Car described on Equipment Schedule No. 3, Lessor may elect to adjust the Service Factor as follows for all the Cars described on such Equipment Schedule No. 3: The AAR Labor Rate in effect on the date of such Schedule is termed the Original Labor Rate and on each subsequent January 1, the prevailing Labor Rate in effect at that point in time will be referred to as the Current Labor Rate. If the Current Labor Rate in effect on the first day of the Third Year shall increase over the Original Labor Rate, the Service Factor shall be adjusted to the product obtained by multiplying the Service Factor by a fraction, the numerator of which is the Current Labor Rate and the denominator of which is the Original Labor Rate. The monthly rental per Car shall then be the sum of the Constant Factor and the adjusted Service Factor. The monthly rental shall be adjusted likewise on the first day of each year after the Third Year if the Current Labor Rate then in effect has similarly increased. Any such adjustment shall be instituted by notice from Lessor to Lessee and shall take effect with respect to rents coming due next after the date of notice."

8. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

LAW DEPT. C. I.
UNION PACIFIC
OMAHA

9. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAILCAR CORPORATION

By: DP Hoyer
Title: President
Date: 1/3/89

UNION PACIFIC RAILROAD

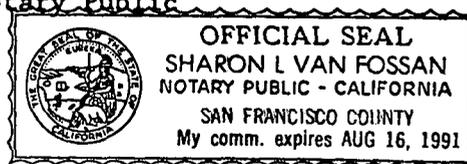
By: WA Bales
Title: V.P. Purchasing
Date: Dec 15, 1988

LAW DEPT. C. D.
UNION PACIFIC
OMAHA

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

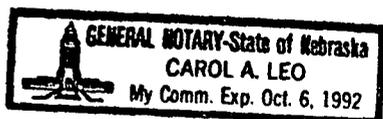
On this 3rd day of January, 1988⁹, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Railcar Corporation, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon L. Van Fossan
Notary Public



STATE OF Nebraska)
) ss:
COUNTY OF Douglas)

On this 15th day of December, 1988, before me personally appeared W. A. Ballew to me personally known, who being by me duly sworn says that such person is VP - Purch & Mktg of Union Pacific Railroad, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Carol A. Leo
Notary Public

LAW DEPT. C. D.
UNION PACIFIC
OMAHA

EQUIPMENT SCHEDULE NO. 3

Istel Railcar Corporation hereby leases the following Cars to Union Pacific Railroad subject to the terms and conditions of that certain Lease Agreement dated as of December 30, 1987, as amended.

AAR Mech Desig	Description	Numbers	Length	Dimensions Inside Width	Height	Doors Width	No. of Cars
XM	50 foot, Plate B boxcar, cushion underframe	OKKT	50'6"	9'6"	11'	10'	83

Specific Car Numbers shall be listed on an Exhibit A to be attached to this Equipment Schedule No. 3.

ITEL RAILCAR CORPORATION

UNION PACIFIC RAILROAD

By: DP Hayes
Title: President
Date: 1/3/89

By: W A Bales
Title: V.P. Purchasing
Date: Dec 15, 1988

LAW DEPT. C. D.
UNION PACIFIC
OMAHA

EXHIBIT A TO EQUIPMENT SCHEDULE NO. 3 to Amendment No. 2 dated January 3, 1989, between ITEL RAILCAR CORPORATION ("Lessor") and UNION PACIFIC RAILROAD ("Lessee"), to the Lease Agreement dated as of December 30, 1987, as amended, between ITEL Rail Corporation and Lessor, severally, as lessors, and Lessee.

The following boxcars shall be subject to the terms of Amendment No. 2 to the Agreement effective as of January 3, 1989.

OKKT 1002	OKKT 1159	OKKT 1254
OKKT 1006	OKKT 1164	OKKT 1255
OKKT 1023	OKKT 1166	OKKT 1256
OKKT 1026	OKKT 1169	OKKT 1258
OKKT 1045	OKKT 1174	OKKT 1259
OKKT 1052	OKKT 1187	OKKT 1260
OKKT 1056	OKKT 1188	OKKT 1262
OKKT 1062	OKKT 1190	OKKT 1266
OKKT 1063	OKKT 1191	OKKT 1268
OKKT 1065	OKKT 1195	OKKT 1274
OKKT 1066	OKKT 1197	OKKT 1275
OKKT 1068	OKKT 1198	OKKT 1277
OKKT 1072	OKKT 1200	OKKT 1278
OKKT 1080	OKKT 1202	OKKT 1280
OKKT 1084	OKKT 1206	OKKT 1800
OKKT 1087	OKKT 1209	OKKT 1801
OKKT 1090	OKKT 1211	OKKT 1803
OKKT 1096	OKKT 1214	OKKT 1808
OKKT 1098	OKKT 1217	OKKT 1810
OKKT 1106	OKKT 1218	OKKT 1811
OKKT 1113	OKKT 1222	OKKT 1812
OKKT 1114	OKKT 1223	OKKT 1813
OKKT 1119	OKKT 1225	OKKT 1814
OKKT 1120	OKKT 1229	=====
OKKT 1121	OKKT 1238	83 Plate B XMs
OKKT 1135	OKKT 1239	
OKKT 1138	OKKT 1240	
OKKT 1141	OKKT 1242	
OKKT 1147	OKKT 1246	
OKKT 1152	OKKT 1248	

ITEL RAILCAR CORPORATION

By: *[Signature]*

Title: *President*

Date: *2/21/89*

UNION PACIFIC RAILROAD

By: *[Signature]*

Title: *Mgr. Equip. Planning*

Date: *2-23-89*

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

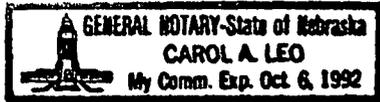
On this 3rd day of January, 1988⁹, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of ITEL Railcar Corporation, that the foregoing Equipment Schedule No. 3 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon L. Van Fossan
Notary Public



STATE OF Nebraska)
) ss:
COUNTY OF Douglas)

On this 15th day of December, 1988, before me personally appeared W.A. Palmer, to me personally known, who being by me duly sworn says that such person is VP - Purchasing of Union Pacific Railroad, that the foregoing Equipment Schedule No. 3 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Carol A. Leo
Notary Public

1
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

LAW DEPT. C. D.
UNION PACIFIC
OMAHA