

ITEL
Pullman
April 10, 1989

RECORDATION NO. 15853-B FILED 1425

APR 17 1989 12 15 PM

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

INTERSTATE COMMERCE COMMISSION
Date _____
Fee \$ _____

9-107A013
Date _____
Fee \$ _____
ICC Washington, D. C.

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

Re: Amendment No. 1 to Schedule No. 6 to Lease Agreement dated June 8, 1979, between Istel Railcar Corporation, as assignee of United States Railway Leasing Company, and Morton Salt Division of Morton Thiokol, Inc.

Dear Ms. McGee:

On behalf of Istel Rail Corporation, the above instrument, in three (3), 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 to the Lease Agreement dated June 8, 1979, between Istel Railcar Corporation and Morton Salt Division of Morton Thiokol, Inc., which was filed with the ICC on October 6, 1988, under Recordation No. 15853.

The parties to the aforementioned instrument are listed below:

Istel Railcar Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

Morton Salt Division of Morton Thiokol, Inc. (Lessee)
110 North Wacker Drive
Chicago, Illinois 60606

This Amendment amends the term of the Lease Agreement with respect to thirty (30) 100-ton covered hoppers bearing reporting marks from within the series USLX 602-798.

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

MOTOR OPERATING UNIT
APR 17 12 10 PM '89

Interstate Commerce Commission
Washington, D.C. 20423

4.27.89

OFFICE OF THE SECRETARY

Patricia Schumacker
IteI Rail Corporation
55 Francisco Street
San Francisco, Calif. 94133

Dear: Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4.17.89 , at 12:15pm , and assigned recordation number(s). 15853-B

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

APR 17 1989 - 12 15 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 TO SCHEDULE

THIS AMENDMENT NO. 1 ("Amendment") to Schedule No. 6 dated September 1, 1988 ("Schedule No. 6"), to that certain Lease Agreement, as amended, (the "Lease") made as of June 8, 1979 between ITEL RAILCAR CORPORATION ("Lessor") and MORTON SALT DIVISION OF MORTON THIOKOL, INC. ("Lessee"), is made as of this 3rd day of April, 1989.

RECITALS:

- A. Lessor and Lessee are parties to the Lease and Schedule No. 6 pursuant to which Lessor leased to Lessee thirty (30), 100-ton, 3560-cubic foot covered hoppers bearing nonsequential reporting marks from within the series USLX 602-798 (the "Cars").
- B. Lessor and Lessee desire to change and extend the term of the Lease with respect to the Cars.

Now, therefore, Lessor and Lessee agree to amend Schedule No. 6 as follows:

- 1. All capitalized terms defined in the Lease and in Schedule No. 6 shall have the meanings defined therein when used in this Amendment No. 1 to Schedule No. 6.
- 2. The Initial Term of the Lease with respect to the Cars on Schedule No. 6 was to have commenced on September 2, 1988 and was to have expired on March 1, 1989. Not all of the Cars were delivered at the commencement of the Initial Term. The parties therefore agree that the Initial Term shall be deemed to commence with respect to each Car on the date such Car is first delivered to Lessee and shall expire, with respect to all of the Cars, at the close of business on June 30, 1989. The Lease shall then be extended with respect to the Cars for one (1) year commencing on July 1, 1989, and expiring at the close of business on June 30, 1990 (the "Extended Term"). Upon the delivery of the final Car, Lessor shall provide Lessee with a list, in the form of Exhibit A attached hereto, of the thirty (30) Cars subject to Schedule No. 6 and the date each Car was delivered. Unless Lessee, within fifteen (15) days of such notice, demonstrates to the satisfaction of Lessor that any date(s) is incorrect, then Lessee shall be deemed to have concurred to such delivery dates.
- 3. The fixed rent for the Cars shall be
 - per Car per month for each full calendar month ("Month") during the Initial Term. The fixed rent for any Car not subject to the Lease for an entire Month shall be prorated at
 - per day for such Month. The fixed rent during the Extended Term shall be
 - per Car per Month, to be prorated
 - at
 - per day for any Car not subject to the Lease for a full Month.

4. Lessor may, at its option and upon prior written notice to Lessee, terminate any Car from Schedule No. 6 and the Lease if Lessor deems such Car to be unsuitable or uneconomical for Repair Work, thus a "Withdrawn Car" as defined in Section 28 of the Lease. Lessor shall provide Lessee with written notice of such termination and any such Withdrawn Car shall be removed from the Lease and its rental terms effective as of the date of such written notice. Lessor reserves the right to replace any Withdrawn Car pursuant to Section 10 of the Lease.
5. Except as expressly modified by this Amendment, all terms and provisions of the Lease and of Schedule No. 6 shall remain in full force and effect.
6. This Amendment may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

ITEL RAILCAR CORPORATION

By: *D. P. Hayes*
Title: *President*
Date: *April 3, 1989*

MORTON SALT DIVISION OF MORTON
THIokol, INC.

By: *R. J. Griffin*
Title: *Dir. of Transportation*
Date: *March 29, 1989*

EXHIBIT A

CERTIFICATE OF DELIVERY DATE

Exhibit A to Amendment No. 1 dated _____, to Schedule No. 6 dated as of September 1, 1988, to Lease Agreement dated as of June 8, 1979, by and between ITEL RAILCAR CORPORATION ("Lessor") and MORTON SALT DIVISION OF MORTON THIOKOL, INC. ("Lessee").

CAR REPORTING
MARKS AND NUMBER

DELIVERY DATE

The last day of the Initial Term for the above referenced Cars shall be June 30, 1989.

By: R. J. Griffin
Title: Director of Transportation
Date: March 29, 1989

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

On this 3rd day of April, 1989, 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. 1 to Schedule No. 6 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 ILLINOIS)
) ss:
COUNTY OF COOK)

On this 29th day of March, 1989, before me personally appeared Ralph J. Graffis, to me personally known, who being by me duly sworn says that such person is Director of Transp. of Morton Salt Division of Morton Thiokol, Inc. that the foregoing Amendment No. 1 to Schedule No. 6 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.

Theodore F. Szyszka
Notary Public

