

UNION PACIFIC RAILROAD COMPANY

LAW DEPARTMENT

1416 DODGE STREET



RECORDATION NO. 13116-A  
Filed 1425  
APR 11 1983 - 11:30 AM  
OMAHA, NE. 68179

INTERSTATE COMMERCE COMMISSION

WILLIAM P. HIGGINS  
Assistant Vice President-Law  
VALERIE W. SCOTT  
General Counsel  
ROBERT N. WEATHERBEE  
FREDERICK W. READ III  
PAUL A. CONLEY, JR.  
Associate General Counsel  
HARRY LUSTGARTEN, JR.  
General Solicitor

ROBERT B. BATCHELDER  
W. DONALD BOE, JR.  
General Commerce Counsel  
JEROME GIVEN  
General Trial Counsel  
ROBERT E. WALKLEY  
General Contract Counsel

C. BARRY SCHAEFER  
Executive Vice President-  
Law and Finance

JOHN W. MacILROY  
Legislative Counsel  
JOSEPH D. ANTHOFER  
LORRAINE CHANG  
FORREST N. KRUTTER  
KARL R. MORTHOLE  
General Attorneys

GAYLA L. FLETCHER  
MARK A. KALAFUT  
MICHAEL P. McREYNOLDS  
LOUISE A. RINN  
NANCY A. ROBERTS  
JAMES C. STROO  
BRENDA J. WARREN  
BARBARA W. ZANDBERGEN  
Asst. General Attorneys

April 4, 1983

C-53599-1-C

3-101A112

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, NW  
Washington, DC 20423

No. APR 11 1983  
Date .....  
Fee \$ 10.00

Dear Ms. Mergenovich:

ICC Washington, D. C.

There are enclosed herewith for filing and recording, pursuant to § 11303 of the Interstate Commerce Act, an executed original and four executed counterpart originals of the following document relating to Equipment Lease Agreement between Union Pacific Railroad Company, having a place of business at 1416 Dodge Street, Omaha, Nebraska 68179, and The Western Pacific Railroad Company, having a place of business at 526 Mission Street, San Francisco, California 94105:

Supplemental Agreement (C.D. No. 53599-1-C), dated as of March 19, 1983, providing for redelivery of 13 units of equipment, repair and/or reconditioning of equipment, remarking, and adjustment of rental as contained in the Original Equipment Lease dated as of September 1, 1980, as amended, covering the leasing by Union Pacific Railroad Company to The Western Pacific Railroad Company of 21 auto parts boxcars, filed and recorded pursuant to 49 U.S.C. § 11303 on May 27, 1981, and assigned recordation number 13116.

After filing and recordation, please return the counterparts marked "Duplicate Original UPRR Counterpart"

RECEIVED  
OPERATION BR.  
APR 11 1983

and "Duplicate Original WP Counterpart" of the enclosed agreement to:

Paul A. Conley, Jr.  
Associate General Counsel  
Union Pacific Railroad Company  
1416 Dodge Street  
Omaha, Nebraska 68179

The fee of \$10 for filing and recordation is enclosed herewith.

Very truly yours,

  
Brenda J. Warren

RECORDATION NO. 13116-A  
Filed 1420

Original

APR 11 1983 - 11:55 AM

INTERSTATE COMMERCE COMMISSION

C.D. No. 53599-1-C

EQUIPMENT LEASE

UNION PACIFIC RAILROAD COMPANY,

Lessor

to

THE WESTERN PACIFIC RAILROAD COMPANY,

Lessee

Dated as of September 1, 1980  
Filed and Recorded Pursuant to  
49 U.S.C. § 11303 on May 27, 1981,  
and Assigned Recordation No. 13116

---

FIRST SUPPLEMENT TO EQUIPMENT

LEASE

Dated as of September 1, 1980

---

RECORDATION NO. 13116

Filed and Recorded with the  
I.C.C. Pursuant to Section 11303 of the  
Interstate Commerce Act on  
May 27, 1981, at 12:50 P.M.

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah (hereinafter the Lessor), and THE WESTERN PACIFIC RAILROAD COMPANY, a corporation of the State of Delaware (hereinafter the Lessee), WITNESSETH:

RECITALS:

Under date of September 1, 1980, the parties hereto entered an agreement (hereinafter the Original Agreement) covering the lease of twenty-one (21) auto parts boxcars, for a term commencing as of delivery of the units, and extending to and including December 16, 1984, unless sooner terminated as therein provided. The Original Agreement is identified in the records of the Lessor as its Audit No. 132293.

The Lessee now desires to return fourteen (14) auto parts boxcars (hereinafter the Equipment), more particularly described on Exhibit A, hereto attached and hereby made a part hereof and the Lessor is willing to amend the Original Agreement with respect to the redelivery of the Equipment.

With respect to redelivery of the Equipment, the Lessee shall redeliver six (6) cars to the Lessor at Council Bluffs, Iowa, and eight (8) cars to Grand Trunk Western Railroad Company (hereinafter Lessor's Agent). Lessor's Agent shall act on behalf of the Lessor in accordance with the terms and conditions of this agreement.

To set out the understanding of the parties hereto with respect to the aforesaid subject matter, this Agreement is made.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. DELETION OF THE EQUIPMENT FROM OPERATION OF ORIGINAL AGREEMENT.

Effective as of redelivery of the Equipment as provided herein, the Equipment shall be, and hereby is, eliminated and withdrawn from operation of the Original Agreement.

Section 2. REDELIVERY OF EQUIPMENT.

In accordance with Section 15 of the Original Agreement, the Lessee shall redeliver the Equipment, as follows:

- (a) The Lessee shall redeliver six (6) cars to the Lessor at Council Bluffs, Iowa; and
- (b) The Lessor shall redeliver eight (8) cars to the Lessor's Agent.

Upon return of the Equipment to the Lessor or the Lessor's Agent, the Lessor, or the Lessor's Agent, shall inspect each unit of Equipment and provide to the Lessee the acceptance date for each unit that is in satisfactory condition.

Section 3. REMARKING.

In accordance with Section 5 of the Original Agreement, the Lessee shall be responsible for remarking the six (6) cars redelivered to Council Bluffs, Iowa, with "UP" initials.

With respect to the redelivery of the eight (8) cars to Lessor's Agent, Lessor's Agent shall be responsible for remarking the eight (8) cars with "UP" initials.

Section 4. REPAIRS AND/OR RECONDITIONING.

With respect to units of Equipment requiring repairs and/or reconditioning, the Lessor, or the Lessor's Agent, shall provide immediate notification to the Lessee's Mechanical Department, such notification to include the following:

- (a) Number of units and description of each unit (UP Identifying Mark) requiring repair and/or reconditioning.
- (b) Description of the scope of work required to complete the repairs and/or reconditioning of each unit.
- (c) Estimated time required for Lessor, or Lessor's Agent, to complete such repair and/or reconditioning of each unit.

Section 5. PERFORMANCE OF REPAIR AND/OR RECONDITIONING.

Upon Lessee's authorization, the Lessor, or Lessor's Agent, shall perform the required repair and/or reconditioning, at Lessee's sole cost and expense, and the Lessor, or the Lessor's Agent, upon such performance, shall advise the Lessee of the:

- (a) actual date such repair and/or reconditioning is completed; and
- (b) actual charges for such repair and/or reconditioning.

If the Lessee elects to perform the required repair and/or reconditioning, the Lessor, or the Lessor's Agent, shall reinspect each unit of Equipment upon its return to Council Bluffs, Iowa, or to Lessor's Agent, in accordance with Section 2 hereof.

Section 6. RENTAL.

It is expressly understood and agreed, pursuant to Section 15 of the Original Agreement, that rental for each unit of Equipment shall not cease or abate until such unit is redelivered to and accepted by the Lessor, or Lessor's Agent.

Section 7. AGREEMENT SUPPLEMENTAL.

This Agreement is supplemental to the Original Agreement and nothing herein contained shall be construed as amending or modifying the same except as herein specifically provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

Attest:

*D. D. Jupp*  
Assistant Secretary

(Seal)

UNION PACIFIC RAILROAD COMPANY,

By *Robert D. Stannery*  
President

Attest:

*H. A. Brew*  
Secretary

(Seal)

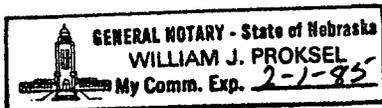
THE WESTERN PACIFIC RAILROAD COMPANY,

By *G. W. Stumbo, Jr.*  
Vice President



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged  
before me this 19<sup>th</sup> day of March, 1983, by  
R. G. FLANNERY, President of Union Pacific Railroad  
Company, a Utah corporation, on behalf of the corporation.



William J. Proksel  
Notary Public

(Seal)

14 UPRR Auto Parts Boxcars

UP Identifying Marks

UP 960856  
UP 960857  
UP 960858  
UP 960859  
UP 960860  
UP 960861  
UP 960869  
UP 960870  
UP 960871  
UP 960872  
UP 960873  
UP 960874  
UP 960875  
UP 960876