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**ITEL**

July 8, 1988

**IteI Rail Corporation**

55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000

RECORDATION NO. 15639-B FILED 1988

**JUL 14 1988 - 3 32 PM**

**INTERSTATE COMMERCE COMMISSION**

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

Re: Amendment No. 2 to Schedules 1, 2, 3, 5 and 7 of the Lease Agreement dated November 1, 1982, between Evans Railcar Leasing Company and Oklahoma, Kansas & Texas Railroad Company

Dear Ms. McGee:

On behalf of IteI Rail Corporation, the above instrument, in four (4) 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 Assignment and Assumption Agreement dated as of January 19, 1988, among Evans Transportation Company, Evans Railcar Leasing Company and IteI Rail Corporation, which was filed with the ICC on May 13, 1988, under Recordation No. 15639.

The parties to the aforementioned instrument are listed below:

IteI Rail Corporation (Lessor)  
55 Francisco Street  
San Francisco, California 94133

Oklahoma, Kansas & Texas Railroad Company (Lessee)  
701 Commerce Street  
Dallas, Texas 75202

This Amendment extends the term as to each of the referenced schedules for three hundred seventy-seven (377) 50'6", 70-ton, XM boxcars bearing reporting marks OKKT 1000-1280 (n.s.), OKKT 1800-1876, OKKT 1900-1998 (n.s.) and OKKT 700455-700498.

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

REGISTRATION NO. 1563213

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Lot 2001-01, 02, 03, 05, 07

5/26/88

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 2  
TO SCHEDULES

THIS AMENDMENT NO. 2 to Schedules 1, 2, 3 and 5 all of which were dated November 1, 1982, and amended on May 29, 1985, and to Schedule 7 dated February 23, 1984, as amended on May 29, 1985, to the Lease Agreement dated as of November 1, 1982, (the "Lease") between Evans Railcar Leasing Company ("Evans") and OKLAHOMA, KANSAS & TEXAS RAILROAD COMPANY ("Lessee"), is made as of this 14<sup>th</sup> day of June, 1988, between ITEL RAILCAR CORPORATION ("Lessor"), Evans' successor in interest, and Lessee.

R E C I T A L S :

- A. Evans and Lessee were parties to the Lease, including the following schedules pursuant to which Evans leased to Lessee four hundred twenty-seven (427) 50'6", 70-ton XM boxcars bearing the reporting marks as follows:
- (i) two hundred seven (207) boxcars bearing nonsequential reporting marks from within the series OKKT 1000-1280, as described in Schedule 1 dated November 1, 1982 ("Schedule 1");
  - (ii) seventy-seven (77) boxcars bearing the reporting marks OKKT 1800-1876, as described in Schedule 2 dated November 1, 1982 ("Schedule 2");
  - (iii) twenty-two (22) boxcars bearing reporting marks OKKT 1900 and OKKT 1901-1922, as described in Schedule 3 dated November 1, 1982 ("Schedule 3");
  - (iv) forty-four (44) boxcars bearing the reporting marks OKKT 700455-700498, as described in Schedule 5 dated November 1, 1982 ("Schedule 5"); and
  - (v) seventy-seven (77) boxcars bearing the reporting marks OKKT 1901 and OKKT 1923-1998, as described in Schedule 7 dated February 23, 1984 ("Schedule 7").
- The boxcars described in each Schedule are known as the "Cars".
- B. Fifty (50) of the Cars described in Schedule 1 are now in the possession of a third party and are no longer subject to the Lease.
- C. The Extended Term as defined in Amendment No. 1 to each Schedule expired on February 15, 1988 for Schedule 1; on November 26, 1987 for Schedule 2; on November 22, 1987 for Schedule 3; on November 3, 1987 for Schedule 5; and on September 1, 1987, for Schedule 7.

D. Lessor desires to extend the terms of the Lease, except as to Monthly Rental, which shall be changed therefrom, with respect to the three hundred seventy-seven (377) Cars on Schedules 1, 2, 3, 5 and 7 which remain subject to the Lease.

NOW, THEREFORE, the parties hereto agree to amend Schedules 1, 2, 3, 5 and 7 as follows:

1. All terms defined in the Lease and in each of Schedules 1, 2, 3, 5 and 7 shall have the meanings defined therein when used in this Amendment.
2. Upon the full execution of this Amendment, the fifty (50) Cars bearing the reporting marks OKKT 1003; 1004; 1010; 1013; 1035; 1048; 1067; 1082; 1086; 1091; 1092; 1095; 1097; 1103; 1104; 1108; 1110; 1112; 1118; 1122; 1127; 1139; 1140; 1143; 1144; 1153; 1163; 1168; 1173; 1177; 1183; 1189; 1190; 1193; 1194; 1196; 1199; 1201; 1204; 1205; 1207; 1212; 1219; 1224; 1233; 1248; 1252; 1272; 1281; 1282 shall be terminated from Schedule 1 and from the Lease.
3. The terms of the Lease (except as to the Monthly Rental, which shall be addressed below at paragraph 4), shall apply from the date that the Extended Term expired for each Schedule, as to the Cars on that Schedule, through and including the ninetieth (90th) day from the first day of the calendar month following the date on which this Amendment No. 2 is fully executed ("Extension"). Lessor may terminate the Lease at any time during such Extension; provided, however, that (i) Lessor shall provide Lessee with prior written notice of its intent to terminate the Lease; and (ii) Lessee shall be given the opportunity to retain the Cars through and beyond the Extension upon mutually agreeable terms and conditions which shall not be less favorable to Lessor than those offered by other parties if Lessor and Lessee can agree on such terms and conditions within thirty (30) days of the date of Lessor's notice to Lessee."
4. During the Extension, Lessor shall receive off-line earnings on the Cars described in each Schedule.
5. Except as expressly modified by this Amendment, all terms and provisions of the Lease and each Schedule shall remain in full force and effect.
6. 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

OKLAHOMA, KANSAS & TEXAS RAILROAD  
COMPANY

By: *AP Hayes*

By: *Thomas A. Ford*

Title: *President*

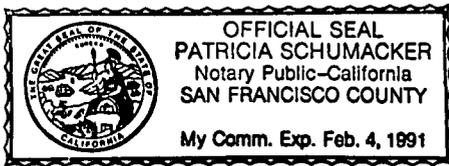
Title: VICE PRESIDENT-OPERATION

Date: *June 15, 1988*

Date: June 2, 1988

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

On this 15<sup>th</sup> day of June, 1988, 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 of corporation.



Patricia Schumacker  
Notary Public

STATE OF TEXAS )  
 ) ss:  
COUNTY OF GRAYSON )

On this 2 day of June, 1988, before me personally appeared Thomas G. Todd to me personally known, who being by me duly sworn says that such person is Vice President of Oklahoma, Kansas and Texas Railroad Company 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 of corporation.

Peggy Fleming  
Notary Public

My commission expires May 5, 1992.