

ITEL

September 29, 1988

Itel Rail Corporation

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

1 5853 A
RECORDATION NO. _____ FINE 1500

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

OCT 6 1988 3 20 PM

INTERSTATE COMMERCE COMMISSION

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

Dear Ms. McGee:

On behalf of Itel 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 Schedule under Amendment No. 1 to the Lease
Agreement dated June 8, 1979, between Itel Railcar Corporation
and Morton Salt Division of Morton Thiokol, Inc., which is being
recorded with the ICC simultaneously this date.

The parties to the aforementioned instrument are listed below:

Itel 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 Schedule adds to the Lease Agreement one hundred (100) 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

REGISTRATION NO. 5853 JK

OCT 6 1988 8 00 PM LOT NO. 1750-06

INTERSTATE COMMERCE COMMISSION
SCHEDULE NO. 6

THIS SCHEDULE No. 6 ("Schedule") to that certain Lease Agreement, as amended, (the "Lease") made as of June 8, 1979 between ITEL RAILCAR CORPORATION, Lessors and MORTON SALT DIVISION OF MORTON THIOKOL, INC. ("Lessee") is made this 1st day of September, 1988.

Lessor and Lessee agree as follows:

1. All capitalized terms defined in the Lease shall have the meanings defined therein when used in this Schedule No. 6, except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated.
2. Lessor hereby leases the following Cars to Lessee subject to the terms and conditions of the Lease and this Schedule:

AAR Mech Design.	Description	Numbers	Length	Dimensions Inside Width	No. of Cars
LO	100-ton covered hoppers	USLX 602, 604, 608, 616, 622, 623, 624, 626, 627, 634, 636, 637, 639, 640, 643, 644, 646, 653, 655, 657, 660, 661, 672, 673, 675, 676, 701, 703, 704, 706, 708, 716, 719, 721, 722, 724, 725, 729, 731, 738, 752, 754, 755, 756, 760, 761, 762, 767, 769, 771, 774, 775, 776, 782, 783, 784, 787, 789, 797 and 798.	39'8"	10'7"	60 30 JK JK JK

3. The term of this Lease with respect to the Cars described in this Schedule shall commence on the first day following the full execution of this Schedule ("Commencement Date") and shall continue as to all of the Cars described in this Schedule for six (6) months (the "Initial Term"). When the Initial Term expires, the Lease shall continue on a month-to-month basis, not to exceed twelve (12) consecutive months (each such month to be called an "Extended Term").

4. The fixed rent ("Fixed Rent") shall be ...
is not subject to the Lease for an entire Month shall be prorated at

f
s.
claimed abatement, reduction or offset, except as otherwise provided herein.

5. Except as expressly modified by this or any other Schedule, all terms and provisions of the Lease shall remain in full force and effect.
6. This Schedule 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: *Al Hayes*
Title: *President*
Date: *September 1, 1988*

MORTON SALT DIVISION OF MORTON
THIOKOL, INC.

By: *Ralph J. Griffin*
Title: *Director of Transportation*
Date: *August 24, 1988*

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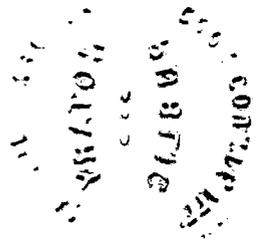
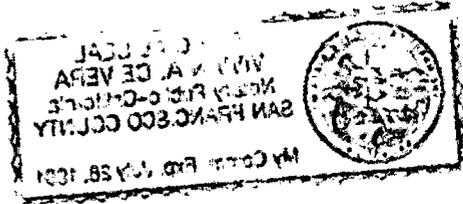
AUG. 29 1988

CONTRACT ADMINISTRATION

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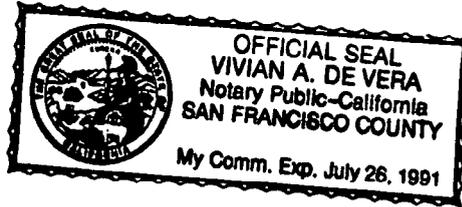
CONTRACT ADMINISTRATION



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

On this 1st day of September, 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 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 of corporation.

Vivian A. De Vera
Notary Public



STATE OF Ill)
) ss:
COUNTY OF Cook)

On this 25th day of August, 1988, before me personally appeared Ralph J. Graffis, to me personally known, who being by me duly sworn says that such person is Dir. of Transp. of Morton Salt Division of Morton Thiokol, Inc., that the foregoing 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 of corporation.

A Jean Jordan
Notary Public