

STEPTOE & JOHNSON

ATTORNEYS AT LAW

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WASHINGTON, D. C. 20036

ROBERT J. CORBER

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RECORDATION NO. _____ FILED 1988

NOV 17 1988 9 20 AM

INTERSTATE COMMERCE COMMISSION

NOV 17 1988 9 20 AM

INTERSTATE COMMERCE COMMISSION

November 17, 1988

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No. 8-322A030

NOV 17 1988

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Room 2215
Washington, D.C. 20423

RECORDATION NO. _____ FILED 1988

Date

Fee \$ 39.00

NOV 17 1988 9 20 AM

INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

Dear Ms. McGee:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. §11303 are the original and one copy of the documents hereinafter described. They relate to the railroad equipment identified below.

1. Lease Agreement dated as of June 13, 1986 between Brae Transportation, Inc., lessor, and Kyle Railroad Company, lessee.

2. Amendment No. 1 dated as of October 15, 1987 between Brae Transportation, Inc., lessor, and Kyle Railroad Company, lessee.

3. Equipment Schedule No. 3 dated as of October 11, 1988 between Brae Transportation, Inc., lessor, and Kyle Railroad Company, lessee.

The equipment subject to these documents consists of 440 covered hopper cars bearing the marks of KYLE as stated in the Equipment Schedule No. 3.

The names and addresses of the parties to the documents are as follows:

Lessor: Brae Transportation, Inc.
One Hundred Sixty Spear St.
San Francisco, CA 94105

Lessee: Kyle Railroad Company
3rd & Railroad Avenue
Phillipsburg, Kansas 67661

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NOTICE OF FILING
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Please file and record the documents and index them under the names set forth above. Since the documents relate to

Handwritten signature: Robert J. Corber

Ms. Noreta McGee
November 17, 1988
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the same transaction, it is requested that all be assigned the same recordation number with consecutive letter designation for each document after the first listed above.

A fee of \$39.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the person presenting this letter.

A short summary of each document to appear in the index follows:

1. Lease Agreement dated as of June 13, 1986 between Brae Transportation, Inc., lessor, and Kyle Railroad Company, lessee, covering covered hopper cars marked as shown in equipment schedule.

2. Amendment No. 1 dated as of October 15, 1987 between Brae Transportation, Inc., lessor, and Kyle Railroad Company, lessee, covering covered hopper cars marked as shown in equipment schedule.

3. Equipment Schedule No. 3, dated as of October 11, 1988 between Brae Transportation, Inc., lessor, and Kyle Railroad Company, lessee, covering covered hopper cars marked as shown in document.

Very truly yours,



Robert J. Corber
Attorney for Brae
Transportation, Inc.

Enclosures as stated

EQUIPMENT SCHEDULE NO. 3

BRAE Transportation, Inc. ("BRAE"), hereby leases the following railcars to Kyle Railroad Company ("LESSEE") pursuant to that certain Lease Agreement dated as of June 13, 1986, as amended (the "Agreement").

<u>Number of Cars</u>	<u>Description</u>	<u>A.A.R. Designation</u>
440	4600 to 4750 cu. ft. 100-ton capacity Covered Hopper Cars	LO

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 INTERSTATE COMMERCE COMMISSION

Car Number(s)

<p>KYLE 4105-4124, 4126 4128-4130, 4133 4134,4136, 4137 4140,4141, 4143-4147, 4200</p> <p>KYLE 16109-16110,16120 16123,16125-16126 16132,16134-16135 16137,16140-16141 16155,16159,16164 16165,16167-16168 16170,16176,16178 16179,16182,16184 16187,16193 16197-16198 16203,16212-16213 16215,16217,16219 16221,16223,16225 16228,16233-16234 16236-16237,16240-16242 16245-16246,16250 16258,16264,16266 16273-16274,16279 16283,16291,16292 16297,16304,16306 16309,16313,16318 16322,16330,16334 16342,16361,16371 16377,16383,16384 16387,16391,16395 16401,16404,16408 16419,16427,16431 16450,16452,16477 16479,16483-16484,16498</p>	<p>KYLE 7000, 7003, 7005-7007, 7012-7013, 7017 7021-7022, 7024 7027, 7029-7030 7034-7035, 7039-7042 7044, 7046, 7051 7054-7056, 7061-7062 7067-7068, 7071 7073-7074, 7080, 7083 7085, 7087-7088, 7092 7094-7095, 7097, 7106 7111, 7114, 7117-7118 7120, 7123-7124, 7126 7127,7129, 7131, 7133 7136, 7141-7142, 7146 7147-7149, 7153, 7164 7165, 7170-7171, 7174 7177, 7180,7183, 7187 7188,7190, 7195,</p> <p>KYLE 260125,260127,260130 260132-260133,260136 260138-260139,260142,260145 260148-260149,260151 260152,260154,260162 260168-260169,260171 260173,260177,260179 260180-260184,260186 260189,260191,260195 260196,260198-260200</p> <p>KYLE 260325-260390,260392 260397,260402 260410-260424</p> <p>KYLE 102300-102422</p>
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CONTINUED EQUIPMENT SCHEDULE NO. 3

BRAE and LESSEE hereby agree that this Equipment Schedule No. 3 shall supersede Equipment Schedule No. 2 and such Equipment Schedule No. 2 shall become null and void as of the date hereof.

BRAE and LESSEE hereby incorporate by reference all of the terms, conditions and provisions of the Agreement in this Schedule.

IN WITNESS WHEREOF, the parties have executed this Schedule as of the 11 day of October 1988.

BRAE TRANSPORTATION, INC.
By *Donald B. Littlefield*
Title *President - Rail Division*
Date *October 19, 1988*

KYLE RAILROAD COMPANY
By *[Signature]*
Title *V.P. Operations*
Date *10-11-88*

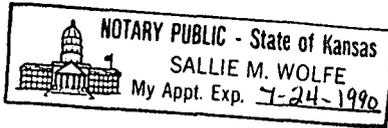
STATE OF KANSAS

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COUNTY OF PHILLIPS

On this 11 day of October, 1988, before me personally appeared Rick Cecil, to me personally known, who being by me duly sworn says that such person is V.P. OPERATIONS of KYLE RAILROAD COMPANY, and that the foregoing Amendment No. 1 and Equipment Schedule No. 3 were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instruments were the free acts and deeds of such corporation.

[seal]



Sallie M Wolfe
Notary Public

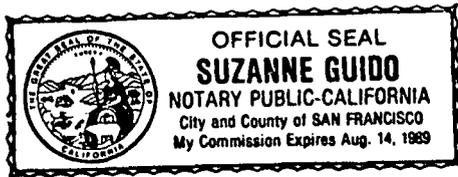
STATE OF CALIFORNIA

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CITY AND COUNTY OF SAN FRANCISCO

On this 19 day of October, 1988, before me personally appeared Donald B. Littlefield, to me personally known, who being by me duly sworn says that such person is President of BRAE TRANSPORTATION, INC., and that the foregoing Amendment No. 1 and Equipment Schedule No. 3 were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instruments were the free acts and deeds of such corporation.

[seal]



Suzanne Guido
Notary Public