

STEPTOE & JOHNSON

ATTORNEYS AT LAW

1330 CONNECTICUT AVENUE

WASHINGTON, D. C. 20036

ROBERT J. CORBER  
(202) 429-8108

December 16, 1988

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

INTERSTATE COMMERCE COMMISSION

DEC 16 1988 10. 1 5 AM

RECORDATION NO. 16037A Filed 1425

No. 8-351A1 1988

Date DEC 16 1988

Fee \$ 13.00

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 three (3) copies of the document hereinafter described. The Document relates to the railroad equipment identified below.

1. Amendment No. 1 dated as of October 19, 1988 between Brae Transportation, Inc., lessor, and Texas, Oklahoma & Eastern Railroad Company, lessee.

The equipment subject to this document consists of 161 rail boxcars bearing TOE marks as stated in the document.

The names and addresses of the parties to the document are as follows.

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

Lessee: Texas, Oklahoma & Eastern Railroad  
Company  
810 Whittington Ave.  
Hot Springs, Arkansas 71901

DEC 16 1988 10 38 AM '88  
HOT SPRINGS, ARKANSAS  
100 JF 101

Please file and record the document and index it under the names set forth above. Since this is a secondary document related to the Lease Agreement recorded under Recordation Number 16037, it is requested that this document be given the next available letter designation under Recordation Number 16037. We are informed that the next available letter designation is A.

A fee of \$13.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the person presenting this letter.

*Contract  
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Ms. Noreta R. McGee  
December 16, 1988  
Page Two

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

1. Amendment No. 1 dated as of October 19, 1988 between Brae Transportation, Inc., and Texas, Oklahoma & Eastern Railroad Company covering 161 rail boxcars bearing TOE marks as stated in the document.

Since this document also relates to documents previously recorded under Recordation Nos. 9762, 10630, 11879 and 12426, it is requested that this document be cross-indexed under those Recordation Numbers. It is further requested that the following document which is related to the foregoing documents, be cross-indexed under Recordation Numbers 9762, 10630, 11879 and 12426:

1. Lease Agreement dated as of May 20, 1987 between Brae Transportation, Inc., and Texas, Oklahoma & Eastern Railroad Company, assigned Recordation Number 16037.

Very truly yours,



Robert J. Corber  
Attorney for Brae  
Transportation, Inc.

Enclosures as stated

COPY

DEC 16 1988 10-45 AM

AMENDMENT NO. 1, dated as of this 19<sup>th</sup> day of October, 1988, between BRAE Transportation, Inc., 160 Spear Street, Suite 1600, San Francisco, California 94105 ("BTI"), and Texas, Oklahoma & Eastern Railroad Company, 810 Whittington Avenue, Hot Springs, Arkansas 71901 ("LESSEE").

RECITALS

- A. Pursuant to the Lease Agreement dated as of May 20, 1987, (the "Lease Agreement"), BTI is currently leasing seventy (70) boxcars to LESSEE.
- B. BTI and LESSEE now desire to add ninety-one (91) boxcars to the Lease Agreement and to amend certain sections of the Lease Agreement.
- C. In consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

AGREEMENTS

1. Defined Terms. The terms used in this Amendment No. 1 which are defined in the Lease Agreement shall have the same meanings herein as specified therein, except when specifically redefined.

2. Equipment Schedule. The Lease Agreement shall cover those railcars listed and identified in Equipment Schedule No. 2 attached hereto.

3. Amendment to Section 2 of the Lease Agreement. The paragraph contained in Section 2 shall be deleted in its entirety and the following new paragraph shall be substituted therefore:

"Term. This Agreement shall remain in full force until it shall have been terminated as to all of the Cars as provided herein. The lease pursuant to this Agreement with respect to each Car shall commence when such Car has been delivered, as provided in Section 3A hereof, and shall continue until December 31, 1990."

4. Limitation. Except as amended herein, the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date first written above.

BRAE TRANSPORTATION, INC.

TEXAS, OKLAHOMA & EASTERN RAILROAD COMPANY

By Donald Blittschel  
 Title President - Rail Division  
 Date 10/19/88

By J. E. Williams  
 Title VP & GEN MGR  
 Date 10-10-88

EQUIPMENT SCHEDULE NO. 2

BRAE Transportation, Inc. ("BTI") hereby leases the following railcars to Texas, Oklahoma & Eastern Railroad Company ("LESSEE") pursuant to that certain Lease Agreement dated as of May 20, 1987, as amended (the "Lease Agreement").

<u>Number of Cars</u>	<u>Description</u>	<u>A.A.R. Designation</u>	<u>Car Number(s)</u>
70	50'6", double sliding Door, 70-ton Boxcars	XP	TOE 6000-6088*
55	52'6", 12' single sliding Door, 70-ton boxcars	XM	TOE
12	50'6", 16' double plug door 100-ton boxcars	XM	TOE
<u>24</u>	50'6", 16' double plug door 70-ton boxcars	XM	TOE
161			
<del>166</del>	Total cars		

*Handwritten initials/signature*

\* Random numbers within series

BTI and LESSEE hereby agree that this Equipment Schedule No. 2 shall supersede Equipment Schedule No. 1 to the Lease Agreement and such Equipment Schedule No. 1 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 Lease Agreement in this Equipment Schedule No. 2.

IN WITNESS WHEREOF, the parties have executed this Equipment Schedule No. 2 as of the 19<sup>th</sup> day of October, 1988.

BRAE TRANSPORTATION, INC.

TEXAS, OKLAHOMA & EASTERN RAILROAD COMPANY

By Donald Stitt  
Title President - Rail Division  
Date 10/18/88

By A. E. Williams  
Title V.P. & Gen Mgr  
Date 10-10-88