



REGISTRATION NO. 15 79  
FEB 8 1988 11 20 AM  
INTERSTATE COMMERCE COMMISSION

LOT NO. 2209-01

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 (the "Amendment") to Schedule No. 1 dated September 20, 1988 ("the "Schedule"), to Master Lease Agreement No. 2209-00 dated as of September 20, 1988 (the "Agreement"), between ITEL RAILCAR CORPORATION ("Lessor") and NEWBURGH AND SOUTH SHORE RAILROAD COMPANY ("Lessee") is made as of this 13<sup>th</sup> day of January, 1988<sup>8</sup> between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Agreement pursuant to which ten (10), 2244 cubic feet, 100-ton, steel floor, solid-ends gondolas bearing reporting marks 11100-11108 and 11110 (the "Cars(s)") have been leased by Lessor to Lessee.
- B. Lessee desires to perform the record keeping required for the Cars described in the Schedule.
- C. The parties desire to amend the Schedule as provided herein.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to amend the Schedule and the Agreement as follows:

1. All terms defined in the Schedule and the Agreement shall have the meanings defined therein when used in this Amendment.
2. Section 4 is hereby deleted from the Schedule and replaced by the following:
  - "4. Each Car shall be deemed delivered and subject to the terms and provisions of the Agreement at 12 noon on the date and at the location such Car is remarked ("Delivery"). When a Car has been remarked, it shall be moved to Lessee's railroad line at no initial cost to Lessee at the earliest time that is consistent with the mutual convenience and economy of the parties. Lessee agrees to pay the rent set forth in the Agreement notwithstanding the fact that Lessee may not have immediate physical possession of the Cars leased hereunder."
3. Subsections 5.A., 5.B. and 5.C. are hereby deleted from the Schedule and replaced by the following:
  - "5. A. Lessee shall perform the record keeping required for the Cars described in this Schedule, as described in Section 4 of the Agreement."

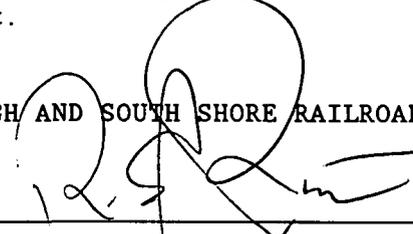
- B. Lessor shall be responsible for the registration of the Cars as described in Subsection 4.A. of the Agreement. Lessor shall register each Car in UMLER in such a manner that Lessor, or its agent, is allowed access to any required information including but not limited to Train 62 Junction Advices and the Train 65, 67, 71 and 80 Advices with regard to each Car.
  - C. Lessee shall submit to Lessor a monthly report in complete AAR format for all sums due to Lessee from Lessor for such calendar month with respect to the maintenance of the Cars, including sums due for maintenance performed by third parties and for maintenance performed by Lessee. Lessor shall pay to Lessee all sums due pursuant to this subsection within thirty (30) days after receipt of such monthly maintenance report and bill."
4. Subsection 8.E. is hereby deleted from the Schedule and replaced by the following:
- "8. E. The calculations required in Section 8 shall be made within five (5) months of the end of each calendar year ("Final Calculations"). Lessee shall pay to Lessor by the sixtieth (60th) day after the end of each Service Month (as hereinafter defined), eighty percent (80%) of the total revenues for that Service Month. For the purposes hereof, "Service Month" shall be defined as the calendar month in which revenues were actually earned. At the time payment of eighty percent (80%) of the total revenues is made to Lessor, Lessee shall report to Lessor for the same month the hours earned, miles traveled and dollar figure for one hundred percent (100%) of the revenues. Ten percent (10%) of the revenues shall be remitted to Lessor within ninety (90) days after the end of each Service Month and the remaining ten percent (10%) of the total revenues shall be remitted to Lessor within one hundred twenty (120) days after the end of each Service Month. Lessor shall within three (3) months of the end of each calendar quarter, calculate on a quarterly year-to-date basis, the approximate amount, if any, due either party pursuant to this Section. Any amount payable pursuant to the preceding sentence shall be paid promptly following such calculations, provided, however, that within twenty (20) days following the Final Calculations, any amount paid to either party in excess of the amounts required shall be refunded to the appropriate party."
5. Except as expressly modified by the Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all of the Cars subject to the Agreement.

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

NEWBURGH AND SOUTH SHORE RAILROAD COMPANY

By: 

By: 

Title: President

Title: PRESIDENT

Date: January 13, 1989

Date: 1-3-89

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

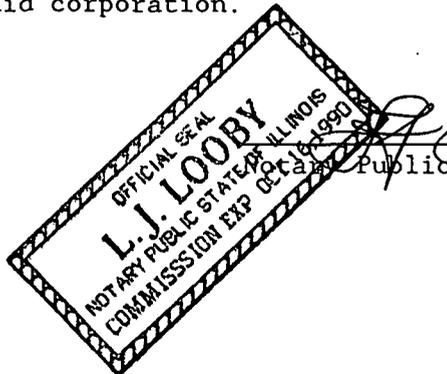
On this 13<sup>th</sup> day of January, 1988, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Railcar Corporation, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directos, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon L. Van Fossan  
Notary Public



STATE ILLINOIS )  
 ) ss:  
COUNTY OF COOK )

On this 3<sup>RD</sup> day of JANUARY, 1988, before me personally appeared R.E. SMITH, to me personally know, who being by me duly sworn says that such person is PRESIDENT of Newburgh and South Shore Railroad Company that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directos, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[Signature]  
Notary Public