

ITEL

October 11, 1988

Itel Rail Corporation

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

RECORDATION NO. 5880-0

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

OCT 17 1988 12 03 PM

INTERSTATE COMMERCE COMMISSION

Re: Schedule No. 20 to the Railcar Lease Agreement dated September 14, 1988, between Itel Railcar Corporation and The Atchison, Topeka and Santa Fe Railway Company

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in three (3) 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 Schedule No. 21 under the Railcar Lease Agreement dated September 14, 1988, between Itel Rail Corporation, Itel Railcar Corporation and The Atchison, Topeka and Santa Fe Railway Company, which is being filed 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

The Atchison, Topeka and Santa Fe Railway Company (Lessee)
920 Southeast Quincy Street
Topeka, Kansas 66628

This Schedule No. 2 adds to the Railcar Lease Agreement two hundred (200) 52', 70-ton LU boxcars from within the series USLX 50042-50602 (n.s.).

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
Legal Department

RECORDATION NO. 1 5880-B

OCT 17 1988 12 03 PM

INTERSTATE COMMERCE COMMISSION

CERTIFICATION OF TRUE COPY

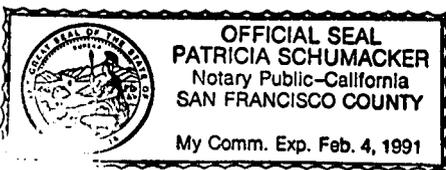
On October 6, 1988, I, Marianne L. Ledda, examined the original copy of Equipment Schedule No. 2 dated September 14, 1988, to the Railcar Lease Agreement dated September 14, 1988, between Itel Rail Corporation and Itel Railcar Corporation, severally as Lessors, and The Atchison, Topeka and Santa Fe Railway Company (Lot 2200), as Lessee, and I hereby certify that I have compared the attached duplicate copy with the original, and that it is a complete, true and correct copy of the original in all respects, including the dates, signatures and acknowledgements thereof.

Marianne L. Ledda

MARIANNE L. LEDDA

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

On October 6, 1988, before the undersigned, a Notary Public for the State of California, personally appeared Marianne L. Ledda, known to me to be the person whose name is subscribed to the above instrument, acknowledged that she executed the same.



Patricia Schumacker

Notary Public

SCHEDULE NO. 2

RECORDATION NO. 5880-B

OCT 17 1988 12 05 PM

Page 1 of Schedule No. 2 dated as of September 14, 1988 INTERSTATE COMMERCE COMMISSION
dated as of September 14, 1988 by and between ITEL RAILCAR CORPORATION
("Lessor") and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("Lessee").
To Lease Agreement

TYPE AND DESCRIPTION OF CAR: 52' 5", 70-ton all door boxcars (LUs)

NUMBER OF CARS: ~~One hundred fifty (150)~~ *two hundred (200)* JWA BCL

INTERIOR EQUIPMENT: None

SPECIAL LININGS: None

PERMITTED LADING USE: Non corrosive commodities

REPORTING MARKS AND NUMBERS: USLX marks, numbered as shown on Exhibit A
attached hereto.

SPECIFICATIONS DESIGNATED BY LESSEE: None

INITIAL DELIVERY POINT:

Cars not currently on Lessee's lines are to be delivered to nearest connecting
interchange to Lessee's lines

Page 2 of Schedule No. 2 dated as of September 14, 1988 to Lease Agreement dated as of September 14, 1988 by and between ITEL RAILCAR CORPORATION ("Lessor") and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("Lessee").

LEASE TERM: April 1, 1988 through and including March 31, 1991.

MONTHLY RENTAL PER CAR:

per loaded mile per Car while such Car is on the railroad lines owned and operated by Lessee as of the date of this Schedule (the "Eligible Lines").

MINIMUM AVERAGE MONTHLY RENTAL PER CAR:

- SPECIAL TERMS: 1. If Lessor receives revenues for any one (1) calendar quarter that average less than the total Minimum Average Monthly Rental for the Cars in the aggregate for such calendar quarter, Lessor may notify Lessee in writing. Within ten (10) days of receipt of such notice from Lessor, Lessee shall exercise the following option:
- a. pay Lessor the difference ("Difference") between the total Minimum Average Monthly Rental for the Cars in the aggregate and Lessor's revenues for the applicable calendar quarter and for any subsequent calendar quarter for the duration of the term of this Schedule in which such Difference occurs. Lessee shall pay to Lessor such Difference not later than sixty (60) days after receiving notice from Lessor that such Difference has occurred; or
 - b. elect not to pay Lessor such Difference for such quarter. In such event, Lessor may terminate all or a portion of the Cars from this Schedule upon not less than thirty (30) days' written notice to Lessee at any time during the duration of the term of this Schedule.
2. Unless otherwise agreed upon and provided for by Lessor and Lessee, any lines purchased by Lessee or added to the Eligible Lines during the term of the Agreement, and any Eligible Lines sold by Lessee to another party, effective on the date of such sale, are deemed to be the lines of another railroad company (a foreign road) for the purpose of determining revenues. If, at any time during the term of the Agreement, Lessee operates lines other than the Eligible Lines, then Lessee shall supply Lessor with records which distinguish the movement of each Car on the Eligible Lines from the movement of such Car on any other lines operated by Lessee.

Page 3 of Schedule No. 2 dated as of September 14, 1988 to Lease Agreement dated as of September 14, 1988 by and between ITEL RAILCAR CORPORATION ("Lessor") and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("Lessee").

3. Subsection 4.B.(ii) of the Agreement does not apply with respect to the Cars listed in this Schedule No. 2.

ITEL RAILCAR CORPORATION

By: *A. Hayes*
Title: *President*
Date: *September 14, 1988*

THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY

By: *B. O. Lancaster*
Title: Asst. to Vice President-Operations
Date: SEPTEMBER 9, 1988

EXHIBIT A
To Schedule No. 2

200
150 LUs

GFE
(77)

USLX 50042
50044-50045
50101
50103
50106
50108
50110
50114-50119
50124-50126
50129-50134
50136-50145
50147
50166
50168
50228
50234
50241
50243
50245
50248
50252
50256
50265
50271-50272
50307-50316
50318
50440-50442
50444-50445
50447-50453
50455-50456
50458-50461
50503

(73) USLX 50010-50602 (N.S.)

****Lessor shall provide Lessee with a revised Exhibit A to Schedule No. 2 upon the delivery of the final Car on this Exhibit A.**

EXHIBIT B
All-Door Boxcars

Running Repairs

Angle Cocks
Air Hose
Train Line
Operating Levers and
Brackets
Sill Steps
Grab Irons
Brake Shoes
Brake Shoe Keys
Brake Connecting Pin
Brake Head Wear Plates
Air Brakes
Hand Brakes
Brake Beams and Levers
Truck Springs
Door Hardware (Not
Replacement)

Running Repairs Continued

Wheels
Yokes
Knuckles/Pins
Slack Adjuster
Couplers
Draft Gears
Coupler Carriers
Center Plates (Not
Replacement)
Cotter Keys
Roller Bearing Adapters
Air Hose Supports

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

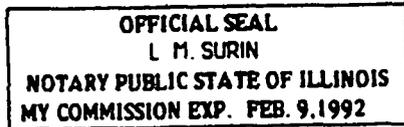
On this 14th day of September, 1988, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of ITEL Railcar Corporation, that the foregoing Schedules No. 1 and No. 2 were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instruments was the free act and deed of said corporation.

Sharon L. Van Fossan
Notary Public



STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 9th day of SEPTEMBER, 1988, before me personally appeared B.C. LANCASTER to me personally known, who being by me duly sworn says that such person is ^{REST. TO V.P.} OPERATION'S of The Atchison, Topeka and Santa Fe Railway Company, that the foregoing Schedules No. 1 and No. 2 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 was the free act and deed of said corporation.



L. M. Surin
Notary Public