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May 31, 1996

19360-A

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RECEIVED
SURFACE TRANSPORTATION BOARD

VIA OVERNIGHT COURIER

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenues
Washington, D.C. 20423

Attention: Janice Fort, Room 2311

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 48 U.S.C. Section 11303(a) are three original executed copies and one photostatic copy of Amendment No. 1 to Rider 3 to Railcar Full-Service Leasing Agreement dated as of May 13, 1996 (the "Amendment"), a secondary document as defined in the Commissioner's Rules for the Recordation of Documents. The Amendment is with respect to that certain Memorandum of Lease Agreement, dated as of November 1, 1994 (the "Memorandum"), relating to Rider No. 3, dated as of November 1, 1994, to the Railcar Full-Service Leasing Agreement, dated as of August 24, 1992, between Citicorp Railmark, Inc., as Lessor, and The Atchison, Topeka and Santa Fe Railway Company, as Lessee. The Memorandum was duly recorded and filed with the Surface Transportation Board pursuant to 49 U.S.C. §11303 under Recordation Number 19360 and is a primary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed Memorandum of Lease Agreement are:

CitiRail: Citicorp Railmark, Inc.
450 Mamaroneck Avenue
Harrison, New York 10528

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Lessee: The Atchison, Topeka and Santa Fe
 Railway Company
 1700 East Golf Road
 Schaumburg, Illinois 60173-5860

A description of the railroad equipment covered by the enclosed document is set forth in the Memorandum of Lease Agreement.

Also enclosed is a check in the amount of \$21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return two stamped original copies, the stamped photostatic copy of the enclosed document and the stamped photostatic copy of this letter to Susan F. Lifvendahl at Ross & Hardies, 150 North Michigan Avenue, Suite 3100, Chicago, Illinois 60601.

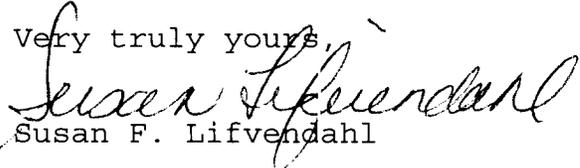
Following is a short summary of the enclosed document and the primary document to which it relates:

Document to be Recorded

Amendment No. 1 to Rider 3 to Railcar Full-Service Leasing Agreement, dated as of May 13, 1996, between Citicorp Railmark, Inc., as Lessor, and The Atchison, Topeka and Santa Fe Railway Company, as Lessee.

Primary Document to Which it Relates

Memorandum of Lease Agreement, dated as of November 1, 1994, between Citicorp Railmark, Inc., as Lessor, and The Atchison, Topeka and Santa Fe Railway Company, as Lessee, recorded and filed with the Surface Transportation Board pursuant to 49 U.S.C. §11303 under Recordation Number 19360.

Very truly yours,

Susan F. Lifvendahl

w/encl.
cc: Robert W. Kleinman
 Susan G. Lichtenfeld

19360-A

AMENDMENT NO. 1 TO RIDER 3 TO RAILCAR FULL -
SERVICE LEASING AGREEMENT BETWEEN CITICORP RAILMARK,
INC. AND THE ATCHISON TOPEKA & SANTA FE RAILWAY COMPANY

THIS AMENDMENT NO. 1 ("Amendment") modifies and amends Rider 3 dated November 1, 1994 ("Rider 3") to the Railcar Full-Service Leasing Agreement dated as of August 24, 1992 (the "Lease") between CITICORP RAILMARK, INC., a Delaware corporation ("CitiRail") and THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY, a Delaware corporation ("Lessee").

WHEREAS, CitiRail and Lessee have agreed that certain repairs (as more fully described in Attachment 1 hereto) should be made to the hoods on the Rider 3 Cars.

WHEREAS, CitiRail and Lessee have agreed that CitiRail will bear the cost of the above-described repair to the hoods and that the term of the Lease with respect to the Rider 3 Cars shall be extended to April 1, 2003.

WHEREAS, CitiRail and Lessee desire to amend Rider 3 as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements, terms and conditions herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The description of the Lease Termination Date in Rider 3 is hereby deleted in its entirety and the following is inserted in lieu thereof:

LEASE TERMINATION DATE: APRIL 1, 2003

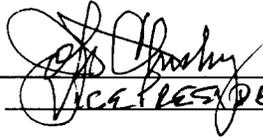
2. This Amendment shall be effective on and as of the date hereof.

3. Except as otherwise expressly provided herein, Rider 3 shall continue in full force and effect and all references to Rider 3 shall mean Rider 3 as amended hereby.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the 13th day of May, 1996.

CITICORP RAILMARK, INC.

By: 
Its: VICE PRESIDENT

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY

By: 
Its: Assistant President - Carleir

Pennsylvania
STATE OF ~~NEW YORK~~)
Allegheny) SS:
COUNTY OF ~~WESTCHESTER~~)

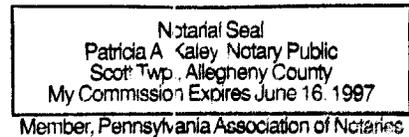
On this 29th day of May, 1996, before me personally appeared John Thomas McClusky, to me personally known, who being duly sworn, says that he is a Representative (V.P.) of CITICORP RAILMARK, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Kaley
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

STATE OF TEXAS)
COUNTY OF TARRANT) SS:

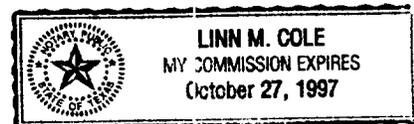


On this 23rd day of May, 1996, before me personally appeared THOMAS W. SELWITSCHKA, to me personally known, who being by me duly sworn, says that he is a Representative of THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Linn M. Cole
Notary Public

[NOTARIAL SEAL]

My Commission Expires:



COIL CAR HOOD MODIFICATIONS

1. Increase the height of the bale (hook-eye), by 11" to 15 $\frac{1}{8}$ ".
2. Raise the stacking pads by a corresponding 11" to allow for the increased bale height.

Note: The design used has been approved by the BNSF engineering staff.

ATTACHMENT 1
TO
AMENDMENT NO. 1
TO RIDER 3