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RECORDATION NO. 8290-K,L FILED 1425
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Certificate to follow

February 20, 1997

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Secretary Williams:

I have enclosed two originals and eight certified copies of the two documents described below, to be recorded pursuant to 49 U.S.C. § 11301.

The first document is an Equipment Lease Agreement, a primary document, dated November 1, 1994. We request that this document be recorded under the next available recordation number, and be cross-indexed and recorded under Recordation Nos. 7678-M, 7836-G, 8103-U, and 8290-K.

The names and addresses of the parties to the Equipment Lease Agreement are as follows:

Lessor:

GATX Third Aircraft Corporation
Suite 2200
Four Embarcadero Center
San Francisco, CA 94111

Lessee:

Southern Pacific Transportation Company
One Market Plaza
San Francisco, CA 94105

A description of the equipment covered by the document consists of railcars fully described in Schedules entered into pursuant to the document, including 178 4000 cu. ft. 100-ton rotary couplar equipped open top hopper cars numbered DRGW 40845-40987, inclusive, and 40989-41023, inclusive. Also attached to this letter is a list of the former AEPX and UFIX car numbers that correspond to the current DRGW car numbers.

The second document is Schedule No. 1, a secondary document, dated November 1, 1994. We request that this document be recorded under the next suffix for the primary document, and be cross-indexed and recorded under Recordation Nos. 7678-N, 7836-H, 8103-V, and 8290-L.

The names and addresses of the parties to Schedule No. 1 are as follows:

Lessor:

GATX Third Aircraft Corporation
Suite 2200
Four Embarcadero Center
San Francisco, CA 94111

Lessee:

Southern Pacific Transportation Company
One Market Plaza
San Francisco, CA 94105

A description of the equipment covered by the document consists of 178 4000 cu. ft. 100-ton rotary couplar equipped open top hopper cars numbered DRGW 40845-40987, inclusive, and 40989-41023, inclusive.

A fee of $220.00 is enclosed. Please return one original of each document to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
1455 F Street, N.W.
Suite 225
Washington, DC 20005

A short summary of the documents to appear in the index follows: (1) an Equipment Lease Agreement between GATX Third Aircraft Corporation, Suite 2200, Four Embarcadero Center, San Francisco, CA 94111, and Southern Pacific Transportation Company, One Market Plaza, San Francisco, CA 94105; and (2) Schedule No. 1 between GATX Third Aircraft Corporation, Suite 2200, Four Embarcadero Center, San Francisco, CA 94111, and Southern Pacific Transportation Company, One Market Plaza, San Francisco, CA 94105, both covering 178 4000 cu. ft. 100-ton rotary couplar equipped open top hopper cars numbered DRGW 40845-40987, inclusive, and 40989-41023, inclusive.

Very Truly Yours,

Louis E. Gitomer

Enclosures

RECORDATION NO. 8290-L FILED 1/08
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SCHEDULE NO. 1

This SCHEDULE (this "Schedule"), dated November 1, 1994, is by and between GATX THIRD AIRCRAFT CORPORATION ("Lessor") and SOUTHERN PACIFIC TRANSPORTATION COMPANY ("Lessee").

RECITALS

Lessor and Lessee have entered into an Equipment Lease Agreement, dated as of November 1, 1994 (the "Agreement"), pursuant to which Lessor agreed to lease certain railcars to Lessee. Capitalized terms used herein and not otherwise defined have the meanings set forth in the Agreement.

This Schedule, which is a "Schedule" for the purposes (and incorporated into and made a part) of the Agreement, sets forth certain specific terms and conditions with respect to the railcars described herein.

NOW, THEREFORE, Lessor and Lessee hereby agree as follows:

1. Cars. Subject to the terms and conditions set forth herein and in the Agreement, Lessor hereby agrees to lease to Lessee and Lessee agrees to lease the railcars described below (the "Cars"):

Manufacturer	Description	Road Numbers	Total No. of Cars	Year of Manufacture
Greenville Steel Car Company Bethelehem Steel Corporation - Freight Car Division	Steel bodied 4000 cu.ft. 100 ton rotary couplar-equipped open top hopper railcars	DRGW 40845-40987; 40989-41023	178	1975-76

2. Term. The Basic Term will commence on the Delivery Date and continue for a period of five years thereafter and expire on November 1, 1999 ("Expiration Date") unless earlier terminated in accordance with Section 14. Each 12-month period commencing on November 1 in any year during the Basic Term is referred to herein as a "Contract Year".

3. Delivery. Lessor and Lessee agree that the Delivery Date for the Cars is deemed to be November 1, 1994.

4. Rent.

(a) Subject to Section 4(b) hereof, Lessee shall pay Lessor a monthly Fixed Rent equal to $460 per Car per month payable monthly in arrear commencing on December 1, 1994 and thereafter on the first day of each succeeding calendar month, with the final payment due on November 1, 1999.

(b) If the average Car Miles per Car accumulated during any Contract Year exceeds 48,000 Car miles, then the Fixed Rent during the next succeeding Contract Year shall be (i) $460 per Car per month plus (ii) $ 0.02 per Car per month for each average Car mile per Car so accumulated in excess of 48,000 Car miles. The average Car mile per Car accumulated during (1) any Contract Year shall equal the aggregate of Car Miles accumulated by all Cars during such Contract Year divided by the number of Cars leased by Lessor to Lessee hereunder during such Contract Year and (2) any immediately preceding the Contract Year, other than the Contract Year ending in 1999, shall be determined jointly by the parties on or before the first December 1 to occur

after the end of such Contract Year.

5. Payments. All payments due from Lessee hereunder shall be made by wire transfer to the following account:

The First National Bank of Chicago
ABA No. 071000013
Chicago, Illinois 60670
Credit: GATX Capital Corporation
Account No. 52 47209

or such other account as to which Lessor shall notify Lessee. All monetary amounts specified in the Lease and all payments of Rent shall be in U.S. Dollars.

6. Record Keeping. Lessee shall be responsible for record keeping pertaining to maintenance, repair, other similar activities and with respect to the registration of the Cars.

7. Storage. Following the redelivery of the Cars to and the acceptance of the Cars by Lessor in accordance with Section 15, Lessee agrees to provide Lessor with up to 90 days storage for the Cars. All expenses and risk of loss of the Cars shall be the responsibility of Lessee during the storage period and the storage location shall comply with the provisions of Section 11 of the Agreement. Lessee shall transport the Cars, at Lessee's risk and expense, during such storage period to a point designated by Lessor on the lines of Lessee.

8. Full Force and Effect. Except as expressly modified by this Schedule, all of the terms and provisions of the Agreement remain in full force and effect with respect to the Cars.

9. Counterparts. This Schedule may be executed by the parties hereto in one or more counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Schedule as of the date first above written.

Lessor:	Lessee:
GATX THIRD AIRCRAFT CORPORATION	SOUTHERN PACIFIC TRANSPORTATION COMPANY
By: Thomas C. Nord	By: Jeffrey J. Smith
Its: Vice President	Its: Director, Supply Management

BALL JANIK LLP

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy to the original Schedule No. 1, dated November 1, 1994, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

Louis E. Gitomer
February 20, 1997