

BALL JANIK LLP

A T T O R N E Y S

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LOUIS E GITOMER  
OF COUNSEL  
(202) 466-6532

RECORDATION NO. 20552 FILED 1425

FEB 20 1997 2 35 PM

February 20, 1997

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

RECORDATION NO. 20552-A FILED 1425

FEB 20 1997 2 35 PM

FEB 20 2 33 PM '97

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

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

*Counterparts of [Signature]*

Honorable Vernon A. Williams  
February 20, 1997  
Page 2

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

Honorable Vernon A. Williams  
February 20, 1997  
Page 3

Lessee:

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

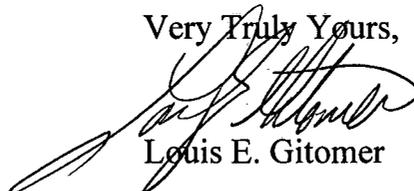
A description of the equipment covered by the document consists of 178 4000 cu. ft. 100-ton rotary couplar equipped open top hopper cars numbered DRGW 40845-40987, inclusive, and 40989-41023, inclusive.

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

BALL JANIK LLP

ATTACHMENT

<u>Current DRGW #'s</u>	<u>Original AEPX #'s</u>	<u>Interim UFIK #'s</u>
40845	2229	90056
40846	2740	90348
40847	2800	90374
40848	2361	90050
40849	2661	90370
40850	2443	90055
40851	2819	90266
40852	2487	90113
40853	2113	90066
40854	2813	90403
40855	2577	90145
40856	2926	90310
40857	2636	90270
40858	2564	90011
40859	2807	90312
40860	2903	90236
40861	2681	90415
40862	2584	90368
40863	2919	90314
40864	2683	90420
40865	2596	90032
40866	2788	90377
40867	2913	90309
40868	2776	90375
40869	2832	90369
40870	3121	90306
40871	3058	90448
40872	2953	90446
40873	2975	90323
40874	2997	90304
40875	2719	90337
40876	2621	90326
40877	3011	90387
40878	3162	90380
40879	2972	90329
40880	2749	90378
40881	3111	90367
40882	2985	90390
40883	2151	90083
40884	2895	90227
40885	2900	90366

<u>Current DRGW #'s</u>	<u>Original AEPX #'s</u>	<u>Interim UFIK #'s</u>
40886	2292	90063
40887	2658	90449
40888	2505	90171
40889	2877	90362
40890	2981	90302
40891	2297	90002
40892	2466	90190
40893	2612	90259
40894	2831	90339
40895	2375	90052
40896	2239	90088
40897	2907	90343
40898	2823	90331
40899	2187	90026
40900	2502	90047
40901	2316	90218
40902	3088	90344
40903	2342	90022
40904	2102	90069
40905	3020	90330
40906	2108	90038
40907	2605	90360
40908	2109	90114
40909	2515	90036
40910	2391	90019
40911	2840	90361
40912	2863	90372
40913	2091	90090
40914	2555	90037
40915	2739	90324
40916	2265	90057
40917	2469	90122
40918	2582	90165
40919	2377	90148
40920	3123	90394
40921	2233	90183
40922	2281	90028
40923	2960	90318
40924	2387	90173
40925	2446	90013
40926	2330	90112
40927	2789	90316

<u>Current DRGW #'s</u>	<u>Original AEPX #'s</u>	<u>Interim UFIK #'s</u>
40928	3093	90391
40929	2588	90017
40930	2056	90187
40931	2395	90077
40932	2186	90001
40933	2349	90014
40934	2138	90007
40935	2559	90158
40936	2654	90410
40937	2482	90191
40938	2177	90015
40939	2473	90040
40940	2259	90104
40941	2136	90029
40942	2600	90200
40943	2547	90030
40944	2338	90156
40945	2830	90231
40946	2288	90210
40947	2225	90087
40948	2649	90291
40949	2329	90051
40950	2436	90123
40951	2533	90160
40952	2266	90105
40953	3102	90386
40954	2293	90175
40955	2888	90228
40956	2632	90313
40957	2089	90209
40958	2204	90096
40959	2608	90404
40960	2461	90084
40961	2023	90215
40962	2743	90338
40963	3048	90401
40964	3076	90371
40965	2945	90268
40966	2935	90340
40967	3069	90281
40968	2606	90242
40969		90349

<u>Current DRGW #'s</u>	<u>Original AEPX #'s</u>	<u>Interim UPIX #'s</u>
40970	2718	90365
40971	2957	90460
40972	2826	90397
40973	2852	90347
40974	3059	90454
40975	2734	90395
40976	3187	90450
40977	3008	90253
40978	3108	90311
40979	2752	90341
40980	2882	90376
40981	2809	90305
40982	2730	90235
40983	2741	90382
40984	3015	90396
40985	2421	90177
40986		90275
40987	2944	90433
40989	2199	90010
40990	2554	90078
40991	2135	90092
40992	2140	90107
40993	2586	90108
40994	2257	90109
40995	2247	90115
40996	2118	90141
40997	2519	90162
40998	2129	90193
40999	2086	90206
41000	2838	90222
41001	3062	90407
41002	2991	90429
41003	3018	90255
41004	3006	90387
41005	2879	90412
41006	2148	90163
41007	2073	90048
41008	2174	90097
41009	2520	90102
41010	2068	90142
41011	3164	90317
41012	3188	90322

<u>Current DRGW #'s</u>	<u>Original AEPX #'s</u>	<u>Interim UPIX #'s</u>
41013	2817	90336
41014	2755	90346
41015	2969	90350
41016	3089	90357
41017	2803	90359
41018	2641	90373
41019	3016	90392
41020	2836	90393
41021	3110	90398
41022	3019	90400
41023	3063	90408

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20425-0001

2/20/97

Louis E. Gitomer  
Of Counsel  
Ball Janik LLP  
1455 F Street, NW., Ste. 225  
Washington, DC., 20005

Dear Sir:

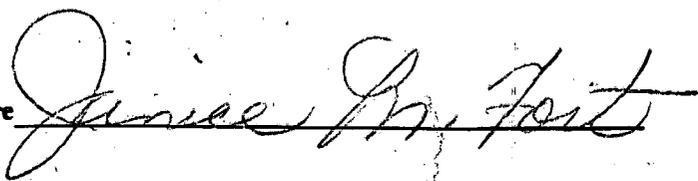
The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/20/97 at 2:35PM, and assigned recordation number(s) 20552, 20552-A, 7678-M, 7678-N, 7836-G, 7836-H, 8103-U, 8103-V, 8290-K and 8290-L.

Sincerely yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)

\$ 220.00. The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature 

SCHEDULE NO. 1

20552-A  
FEB 29 1997 2:12 PM

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"):

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

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. Nard

By:

Jeffrey S. Smith

Its:

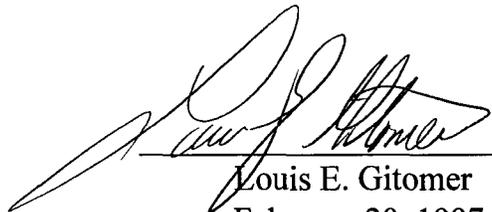
Vice President

Its:

Director Supply Management

**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.



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Louis E. Gitomer  
February 20, 1997