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March 26, 1993

3-085A029

RECORDATION NO. 7447-G FILED 1425

MAR 26 1993 2-55 PM

INTERSTATE COMMERCE COMMISSION

Honorable Sidney L. Strickland
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Secretary Strickland:

I have enclosed duplicate originals and two certified copies of the document described below, to be recorded pursuant to 49 U.S.C. § 11303.

The document is Amendment No. 2 to Lease of Railroad Equipment, a secondary document, dated as of January 1, 1993. The primary documents to which this is connected are recorded under Recordation Nos. 7447 and 7536. We request that this document be recorded under Recordation Nos. 7447-G and 7536-D.

The names and addresses of the parties to Amendment No. 2 to Lease of Railroad Equipment are as follows:

Lessor:

GATX Third Aircraft Corporation, successor to Bankers Trust Company of California, National Association
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

Lessee:

Union Pacific Railroad Company, successor to The Western Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179

A description of the equipment covered by the document consists of two heavy duty flat cars numbered WP 1601-1602.

A fee of $32.00 is enclosed. Please return the originals and one certified copy to:

Louis E. Gitomer
Taylor, Morell & Gitomer
Suite 210
919 18th Street, N.W.
Washington, DC 20006

A short summary of the document to appear in the index follows: Amendment No. 2 to Lease of Railroad Equipment between GATX Third Aircraft Corporation, successor to Bankers Trust Company of California, National Association, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, and Union Pacific Railroad Company, successor to The Western Pacific Railroad Company, 1416 Dodge Street, Omaha, NE 68179 covering two heavy duty flat cars numbered WP 1601-1602.

Very Truly Yours,

Louis E. Gitomer
Counsel for
GATX Third Aircraft Corporation

RECORDATION NO. 7447
JAN 6 0 1993 2 5
INTERSTATE COMMERCE COM

AMENDMENT NO. 2 TO LEASE OF RAILROAD EQUIPMENT

[GATX Third Aircraft Corporation]

This Amendment No. 2 to Lease of Railroad Equipment ("Amendment No. 2") dated as of January 1, 1993, by and between GATX Third Aircraft Corporation (as successor to Bankers Trust Company of California, National Association) ("Lessor") and Union Pacific Railroad Company (successor to The Western Pacific Railroad Company) ("UP").

RECITALS

Lessor entered into a Lease of Railroad Equipment (the "Original Lease"), dated as of February 1, 1974, with UP, as lessee, which lease covered five caboose cars, two flat cars, 93 open top hopper cars, 122 70-ton boxcars and 50 100-ton boxcars. During the initial term of the Lease two caboose cars, ten covered hopper cars, twelve 70-ton boxcars and three 100-ton boxcars were casualtied.

Lessor and Lessee amended the original Lease pursuant to that certain Amendment No. 1 to Lease of Railroad Equipment, dated January 1, 1990 (the "Amendment No. 1") which extended the term of the Original Lease with respect to 83 open-top hopper cars and 2 flat cars up through the date hereof. The Original Lease and the Amendment are referred to herein collectively as the "Lease". Capitalized terms used herein and not otherwise defined have the definitions given thereto in the Lease.

Lessor and UP now desire to further amend the Lease to extend the term of the Lease with respect to the two flat cars (the "Flat Cars" or the "Units"), which are more specifically described on the attached Schedule A.

NOW, THEREFORE, the parties hereto agree to amend the Lease as follows:

1. Renewal and Extension. The term of the Lease is hereby renewed and extended with respect to the Flat Cars, identified on Schedule A, for a period of three years from the date of this Amendment No. 2 (the "Second Renewal Period"). The remaining Renewal Units subject to the Lease shall be returned by UP in accordance with the provisions set forth in the Lease.

2. Renewal Rents. Section 3 of the Lease is hereby amended to add:

> "During the Second Renewal Period, the Lessee agrees to pay to the Lessor, as rental for each of the Flat Cars, monthly rental payments, in arrears, equal to $900 per Flat Car per month, with the first payment of such rent due with respect to the Flat Cars on or before January 31, 1993, and subsequent rental payments due on the last day of each month thereafter during the Second Renewal Period and with the last rental payment due on or before December 31, 1996."

3. Condition of Flat Cars. UP hereby represents and warrants to Lessor that as of the date hereof the Flat Cars are in good order and repair and are satisfactory to UP. UP further represents to Lessor that it has complied with the terms of the Lease concerning maintenance and repair.

4. Maintenance and Return of Flat Cars. Lessor and UP expressly agree and acknowledge that the provisions concerning the maintenance, storage, transportation and return of the Units under the Lease, including, without limitation, the provisions set forth in Sections 9 and 14, shall apply to the Flat Cars.

5. Subsequent Renewals and Purchase Option. The parties hereto hereby agree that UP shall be obligated to return the Flat Cars to Lessor upon expiration of the Second Renewal Period in accordance with the provisions set forth in Section 14 of the Lease. Unless otherwise agreed to in writing by Lessor, UP shall have no right to extend its lease of the Flat Cars and shall not have any purchase option with respect to the Flat Cars.

6. Express Amendment. Except as otherwise provided herein, the Lease shall continue in full force and effect.

7. Counterparts. This Amendment No. 2 may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the date first above written.

GATX THIRD AIRCRAFT CORPORATION

By: _____
Its: JOHN B. WEST
VICE PRESIDENT

UNION PACIFIC RAILROAD COMPANY

By: _____
Its: AVP-SUPPLY

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1/21/93

State of California)
)
County of San Francisco)

On March 5, 1993 before me, Julie A. Cross, Notary Public, personally appeared John B. West, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

JULIE A. CROSS
COMM. #960204
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires MAR 12, 1996

Julie A. Cross
Notary Public

State of Nebraska)
)
County of Douglas)

On Feb 18, 1992 before me, Carol A. Leo, Notary Public, personally appeared Jerry J. Nabraken, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

GENERAL NOTARY-State of Nebraska
CAROL A. LEO
My Comm. Exp. Oct. 6, 1996

Carol A. Leo
Notary Public

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1/21/93

SCHEDULE A

Flat Cars

For the purposes of this Amendment No. 2 to Lease Railroad Equipment, "Flat Cars" shall mean two heavy-duty flatcars, bearing road numbers WP1601 - WP1602, inclusive.

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy of the original Amendment No. 2 to Lease of Railroad Equipment dated as January 1, 1993, 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
March 26, 1993