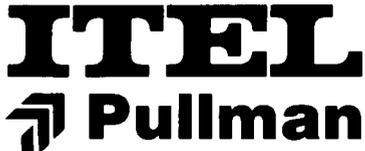


#15



January 4, 1990

**Itel Rail Corporation**

55 Francisco Street  
San Francisco, CA 94133  
(415) 984-4000  
(415) 781-1035 Fax

JAN 5 1990 - 12 20 PM

RECORDATION NO 16060 FILED 1/4/90

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

**INTERSTATE COMMERCE COMMISSION**

0-005A068

**Re: Schedule No. 3 to Lease Agreement dated November 22, 1988,  
between Itel Rail Corporation and Green Bay and Western  
Railroad 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 \$15 recordation fee.

Please record this Schedule under the Master Lease Agreement dated November 22, 1988, between Itel Rail Corporation, Itel Railcar Corporation and Green Bay and Western Railroad Company, which was filed with the ICC on December 6, 1988, under Recordation No. 16060.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Lessor)  
55 Francisco Street  
San Francisco, California 94133

Green Bay and Western Railroad Company (Lessee)  
P. O. Box 2507  
Green Bay, Wisconsin 54306

This Schedule adds to the Lease Agreement forty-seven (47) 50', 100-ton, Plate C boxcars bearing reporting marks GBW 10100-10146.

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*

Patricia Schumacker  
Legal Assistant

RECEIVED  
JAN 11 1990

RECORDATION NO. 16060-E FILED 1425

SCHEDULE NO. 3

JAN 5 1990 - 12 20 PM

INTERSTATE COMMERCE COMMISSION

THIS SCHEDULE NO. 3 ("Schedule") to that certain Lease Agreement (the "Agreement") made as of November 22, 1988 between ITEL RAIL CORPORATION, as successor in interest to both Itel Rail Corporation and Itel Railcar Corporation, as lessor ("Lessor") and GREEN BAY AND WESTERN RAILROAD COMPANY as lessee ("Lessee") is made this 29th day of November, 1989.

Lessor and Lessee agree as follows:

1. All capitalized terms defined in the Agreement shall have the meanings defined therein when used in this Schedule No. 3, except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated.
2. Lessor hereby leases the following Cars to Lessee subject to the terms and conditions of the Agreement and this Schedule:

AAR Mech Desig.	Description of Cars	Reporting Marks and Numbers	No. of Cars
XP	50' Plate C, 100-ton Boxcars	GBW 10100-10146	47

The Cars currently bear reporting marks from within the series GBW 8051-8197 and are in Lessee's possession pursuant to that certain Lease Agreement dated April 22, 1981, as amended, (the "1981 Lease") between Lessor and Lessee. Each Car shall remain subject to the terms of the 1981 Lease until such Car is remarked pursuant to Subsection 3.A of the Agreement and converted from a 70-ton to a 100-ton boxcar.

3. A. The term of the Agreement with respect to each Car described in this Schedule shall commence at 12 noon on the date such Car is converted from a 70-ton to a 100-ton boxcar and remarked ("Delivery") and shall continue as to all of the Cars described in this Schedule for five (5) years from the earlier of (i) the date on which the last Car described in this Schedule was Delivered, or (ii) sixty (60) days from the date the first Car described in this Schedule was delivered to Lessee's lines (the "Initial Term"). Effective upon its Delivery, each Car shall be deemed terminated from the 1981 Lease. Upon the delivery of the final Car, Lessor shall provide Lessee with a Certificate of Delivery, in the form of Exhibit A attached hereto, including the Delivery date for each Car and the expiration date of the Agreement

with respect to the Cars described in this Schedule. Unless Lessee, within fifteen (15) days of such notice, demonstrates to the satisfaction of Lessor that such date is incorrect, then Lessee shall be deemed to have concurred to such date.

- B. If the Agreement has not been terminated early and no unremedied default has occurred and is continuing under the Agreement, the Agreement shall automatically be extended for five years ("Extended Term") with respect to all of the Cars described in this Schedule, provided that Lessor or Lessee may terminate the Agreement at the end of the Initial Term as to all of the Cars described in this Schedule by providing not less than a one hundred eighty (180) day prior written notice to the other.
4. When a Car has been remarked, it shall be moved to Lessee's railroad line at no initial cost to Lessee at the earliest time that is consistent with the mutual convenience and economy of the parties. Lessee agrees to pay the rent set forth in the Agreement notwithstanding the fact that Lessee may not have immediate physical possession of the Cars leased hereunder. In order to move the Cars to Lessee's railroad line and to ensure optimal use of the Cars, Lessor agrees to assist Lessee in monitoring Car movements and, when deemed necessary by Lessee and Lessor, to assist in the issuance of movement orders to facilitate the movement of the Cars to other railroad lines in accordance with the Interstate Commerce Commission ("ICC") and the Interchange Rules.
5. A. Lessee shall perform the registration and record keeping required for the Cars described in this Schedule, as described in Section 4 of the Agreement. Lessee shall register each Car in UMLER placing the letters designated by Lessor in owner's field in such a manner that Lessor, or its agent, is allowed access to any required information including but not limited to Train 62 Junction Advices and the Train 65, 67, 71 and 80 Advices with regard to each Car. If Lessee fails to register or improperly registers any Car in UMLER, Lessee shall be responsible for an amount equal to the revenues that would have been earned by such Car had it been properly registered in UMLER.
- B. Lessee shall submit to Lessor a monthly report in complete AAR format for all sums due to Lessee from Lessor for such calendar month with respect to the maintenance of the Cars, including sums due for maintenance performed by third parties and for maintenance performed by Lessee. Lessor shall pay to Lessee all sums due pursuant to this Subsection within thirty (30) days after receipt of such monthly

maintenance report and bill.

6. Lessor shall perform or cause to be performed and shall pay all costs and expenses associated with the maintenance of the Cars described in this Schedule, except as set forth in Section 5 of the Agreement. With respect to the Cars listed in this Schedule, Exhibit B attached hereto is hereby added to the Agreement. Subsection 5.A of the Agreement shall not apply with respect to such Cars.
7. Lessor agrees to reimburse Lessee, within thirty (30) days of Lessor's receipt of the receipted copy of the paid tax bill, for all taxes actually paid in cash by Lessee resulting from:
  - i) ad valorem tax assessments on the Cars; and
  - ii) any assessment, levy or impost relating to any Car, the Agreement, or the delivery of the Cars, which remained unpaid as of the date of the delivery of the Cars to Lessee or which is assessed, levied or imposed during the term of the Agreement, except taxes on income or gross receipts imposed on Lessee or sales or use tax imposed on mileage charges, car hire revenue, or the proceeds of the sale or lease of the Cars. Lessor and Lessee will comply with all state and local laws requiring filing of ad valorem returns associated with the Cars. Notwithstanding any portion of this Section, Lessor shall not be responsible for penalty or interest assessments resulting from Lessee's failure to comply with any regulation or statute of any taxing or assessing authority. Lessee shall forward to Lessor upon receipt all correspondence, notifications of proposed tax assessments and tax bills associated with any tax reimbursable by Lessor. Lessor may, in good faith and by appropriate proceedings, contest any assessment, notification of assessment or tax bill. Lessor shall assume full responsibility for all expenses, including legal fees, resulting from such contest.

8. Rent

A. Definitions

- (i) "Eligible Lines" is defined as the railroad lines owned and operated by Lessee as of the date this Schedule is executed by the parties and up to fifty (50) miles of any railroad lines owned and/or operated by Lessee subsequent to the execution of this Schedule. Unless Lessor and Lessee agree otherwise, any line purchased by Lessee or added to the Eligible Lines or any Eligible Lines sold by Lessee to another party during the Initial Term or the Extended Term, effective on the date of such sale, are deemed to be the lines of another railroad company (a foreign road) for the purposes of determining

Revenues (as defined hereinbelow).

- (ii) "Revenue Rates" is defined as the hourly and mileage car hire rates specified for each Car in the Hourly and Mileage Car Hire Rate Table published in the October 1989 edition of The Official Railway Equipment Register.
- (iii) "Per Diem Revenues" is defined as the total per diem revenues, calculated at the Revenue Rates, that are earned or due for the use and handling of the Cars on all railroad lines other than the Eligible Lines, whether or not collected and received by Lessor, and undiminished by any claimed abatement, reduction or offset caused by any action or failure of Lessee.
- (iv) "Mileage Revenues" is defined as the total mileage revenues, calculated at the Revenue Rates, that are earned or due for the use and handling of the Cars on all railroad lines other than the Eligible Lines, whether or not collected and received by Lessor, and undiminished by any claimed abatement, reduction or offset caused by any action or failure of Lessee.
- (v) "Revenues" is defined as the sum of the Per Diem Revenues and Mileage Revenues.
- (vi) The "Initial Base Rent", which shall apply to the Cars for any calendar quarter or applicable portion thereof ("Quarter") during the Initial Term, is the amount which equals the Per Diem Revenues which the Cars would have earned in the aggregate if the Cars had been on railroad lines other than Eligible Lines for  
of the hours that such Cars were subject to the Agreement during such Quarter.
- (vii) The "Final Base Rent", which shall apply to the Cars for any Quarter in the period commencing on the first day of the sixth year through the end of the Extended Term, is the amount which equals the Per Diem Revenues which the Cars would have earned in the aggregate if the Cars had been on railroad lines other than Eligible Lines for  
of the hours that such Cars were subject to the Agreement during such Quarter.
- (viii) The "Minimum Amount", which shall apply to the Cars for any Quarter in the period commencing on

the first day of the sixth year through the end of the Extended Term, is the amount which equals the Per Diem Revenues which the Cars would have earned in the aggregate if the Cars had been on railroad lines other than Eligible Lines for \_\_\_\_\_ of the hours that such Cars were subject to the Agreement during such Quarter.

(ix) "Initial Loading" of a Car shall be the earlier to occur of either: 1) the date such Car shall have been loaded off Lessee's railroad line with the first load of freight; or 2) the thirty-first (31st) day after such Car is first received on Lessee's lines.

B. Lessor shall receive all Revenues earned by each Car prior to its Initial Loading. Each Car delivered pursuant to Subsection 3.A of the Agreement shall become subject to the rental calculation under Subsection 8.C hereinbelow upon the Initial Loading of such Car; provided, however, that Lessor shall receive and be entitled to all Revenues earned by such Car after such Initial Loading, including any Revenues due Lessee pursuant to Subsection 8.C.(ii) ("Lessee's Revenue Share"), until the total amount of Lessee's Revenue Share retained by Lessor shall have become equal to Lessor's expenses for remarking and delivering such Car to Lessee ("Delivery Expense").

C. Lessee agrees to pay rent to Lessor for the Cars calculated as follows:

(i) For the Initial Term, the following rental terms shall apply:

(a) Lessor shall receive and be entitled to \_\_\_\_\_ of Mileage Revenues.

(b) In the event Per Diem Revenues earned in any Quarter during the Initial Term are \_\_\_\_\_, then Lessee shall pay to Lessor an \_\_\_\_\_.

(c) In the event Per Diem Revenues earned in any Quarter \_\_\_\_\_, then Lessee shall pay to Lessor an amount \_\_\_\_\_.

\_\_\_\_\_ and Lessee, subject to Subsection 8.B, shall retain \_\_\_\_\_.

in excess of

the

(ii) Commencing on the first day of the Extended Term, the following rental terms shall apply:

(a) Lessor shall receive and be entitled to  
of Mileage Revenues.

(b) In the event Per Diem Revenues earned in any Quarter during the Extended Term are  
, then Lessee shall pay to Lessor the  
or the actual Per Diem Revenues for such Quarter.

(c) In the event Per Diem Revenues earned in any Quarter during the Extended Term  
, then Lessee shall pay to Lessor an amount equal to the Final Base Rent plus, when applicable,

and Lessee, subject to Subsection 8.B, shall retain

- D. (i) In the event that as a result of any action or inaction by Lessee, Lessor shall receive or earn for the use of any Cars, Revenues calculated at hourly or mileage car hire rates that are lower in amount than those specified in Subsection 8.A. (ii), Lessee shall pay to Lessor, within ten (10) days of Lessor's request, an amount equal to the difference between the Revenues such Cars would have earned at the Revenue Rates and the amount of revenues actually received or earned for such Cars.
- (ii) Should any abatement, reduction or offset occur as a result of any action or inaction of Lessee, Lessee shall, within ten (10) days of Lessor's request, reimburse Lessor the amount of such abatement, reduction or offset.
- (iii) If, at any time during the Agreement, Lessee operates lines other than the Eligible Lines, 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.

E. Any agreement between Lessee and any other party with

respect to the Cars ("Third Party Agreement(s)") shall be null and void without Lessor's prior written approval if such Third Party Agreement affects the revenues earned by the Cars.

- F. Lessee shall pay to Lessor by the sixtieth (60th) day after the end of each Service Month (as hereinafter defined), one hundred percent (100%) of the estimated total Revenues for that Service Month. For the purposes hereof, "Service Month" shall be defined as the calendar month in which Revenues were actually earned. At the time payment of the total Revenues is made to Lessor, Lessee shall report to Lessor for the same month the hours earned, miles traveled and dollar figure for one hundred percent (100%) of the Revenues. Within one hundred twenty (120) days after the end of each Service Month, Lessee shall report to Lessor the actual Revenues earned for such Service Month, and the parties shall adjust the Revenues remitted to Lessor accordingly.
  - G. If any Car has remained on Lessee's property because Lessee has not given preference to the Car as specified in Subsection 3.B of the Agreement, Lessee shall be liable for and remit to Lessor an amount equal to the revenues which would have been generated if such Car had been in the physical possession and use of a railroad for the entire period during which such Car is on Lessee's property due to such failure, with each Car traveling miles per day.
9. A. Lessee agrees to defend, indemnify and hold Lessor harmless from any and all claims, losses, damages, liabilities, costs, and expenses (including attorney's fees) with respect to, caused by, or arising out of the Cars which are occasioned by the fault of Lessee, occur while the Cars are in Lessee's possession or control, or would be the "handling carrier's" responsibility under the Interchange Rules, as if the Cars were not bearing Lessee's reporting marks.
- B. Except as provided in Subsection 9.A above, and except for those claims, losses, damages, liabilities and expenses for which Lessee shall be responsible as set forth in this Agreement, Lessor shall indemnify and hold Lessee harmless from any and all loss, damage or destruction of or to the Cars, ordinary wear excepted.
- C. The indemnities and assumptions of liability contained in this Agreement shall survive the expiration or termination of the Agreement.
10. Upon the expiration or termination of the Agreement with

respect to the Car(s) described in this Schedule, if some or all of the Cars are to be delivered to Lessor at Lessee's railroad tracks, Lessee shall be responsible for any transportation costs incurred in moving such Cars to said tracks subsequent to the time of expiration of this Agreement as to the Cars. Lessee shall, at Lessor's option, provide up to one hundred twenty (120) days' free storage on its railroad tracks for any Car which is either on Lessee's railroad tracks at expiration or is subsequently returned to Lessee's railroad tracks. Said one hundred twenty (120) days shall run either from expiration or from the date such Car is returned to Lessee's railroad line subsequent to expiration, whichever date is later. If requested to do so by Lessor, Lessee shall, at Lessor's option, either move a remarked Car to an interchange point on Lessee's lines selected by Lessor or use its best efforts to load the remarked Car with freight and deliver it to a connecting carrier for shipment.

11. Except as expressly modified by this or any other Schedule, all terms and provisions of the Agreement shall remain in full force and effect with respect to all Cars subject to the Agreement.
12. This Schedule may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

ITEL RAIL CORPORATION

GREEN BAY AND WESTERN RAILROAD  
COMPANY

BY: Robert Kiehl  
TITLE: Vice President - Finance  
DATE: November 29, 1989

BY: J. Smiley  
TITLE: Exec VP  
DATE: 11-21-89

EXHIBIT A

CERTIFICATE OF DELIVERY DATE

Exhibit A to Schedule No. 3 dated as of \_\_\_\_\_  
by and between ITEL RAIL CORPORATION ("Lessor") and GREEN BAY AND  
WESTERN RAILROAD COMPANY ("Lessee"), to Lease Agreement dated as  
of November 22, 1988.

CAR REPORTING  
MARKS AND NUMBER

DELIVERY DATE

The last day of the Initial Term for the above referenced Cars  
shall be \_\_\_\_\_.

The last day of the Extended Term shall be for the above referenced  
Cars shall be \_\_\_\_\_.

**ITEL RAIL CORPORATION**  
Authorized Representative

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT B

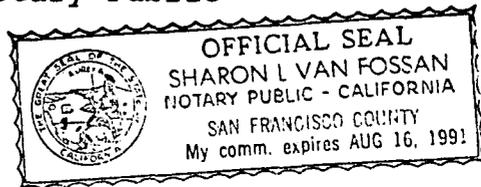
Running Repairs: Boxcars

Angle Cocks	Wheels
Air Hose	Yokes
Train Line	Knuckles/Pins
Operating Levers and Brackets	Slack Adjuster
Sill Steps	Couplers
Grab Irons	Draft Gears
Brake Shoes	Coupler Carriers
Brake Shoe Keys	Center Plate Repair (Not Replacement of Center Plate)
Brake Connecting Pin	Cotter Keys
Brake Head Wear Plates	Roller Bearing Adapters
Air Brakes	Air Hose Supports
Hand Brakes	
Brake Beams and Levers	
Truck Springs	
Door Hardware (Not Replacement of Door)	

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

On this 24th day of November, 1989, before me personally appeared Robert Kiehle, to me personally known, who being by me duly sworn says that such person is Vice President Finance of Itel Rail Corporation, that the foregoing Schedule No. 3 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon L. Van Fossan  
Notary Public



STATE OF Wisconsin )  
 ) ss:  
COUNTY OF Brown )

On this 21st day of November, 1989, before me personally appeared J. J. Bruley, to me personally known, who being by me duly sworn says that such person is Executive Vice President of Green Bay and Western Railroad Company that the foregoing Schedule No. 3 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sandra K. Child  
Notary Public  
SANDRA K. CHILD, Notary Public  
State of Wisconsin  
M. Commission Expires January 24, 1993