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15880-F

ITEL

APR 4 1991 - 3 20 PM Itel Rail Corporation

April 2, 1991

INTERSTATE COMMERCE COMMISSION 550 California Street
San Francisco, CA 94104
(415) 984-4200

Hon. Sidney L. Strickland, Jr., Esq.
Secretary
Interstate Commerce Commission
Washington, DC 20423

15880-G

15880-H

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INTERSTATE COMMERCE COMMISSION

Re: Schedule Nos. 3, 4 and 5, APR 4 1991 - 3 20 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

On behalf of Itel Rail Corporation, the above instrument, in three (3) counterparts each, are hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$45 recordation fee.

Please record these Schedules under the Railcar Lease Agreement dated September 14, 1988, between Itel Rail Corporation and The Atchison, Topeka and Santa Fe Railway Company, which was filed with the ICC on October 17, 1988, under Recordation No. 15880.

The parties to the aforementioned instruments are listed below:

Itel Rail Corporation (Lessor)
550 California Street
San Francisco, California 94104

The Atchison, Topeka and Santa Fe Railway Company (Lessee)
920 Southeast Quincy Street
Topeka, Kansas 66628

Schedule Nos. 3, 4 and 5 add to the Lease Agreement the following equipment: twenty-five (25) 3148 cubic foot, 100-ton, Plate B covered hoppers bearing reporting marks PLCX 1054-1078; twenty (20) 3148 cubic foot, 100-ton, Plate B covered hoppers bearing reporting marks PLCX 988-1079 (n.s.) and SFLC 351000-351008; and fifty (50) new 3000 cubic foot, 100-ton, Plate B covered hoppers bearing reporting marks SFLC 351050-351099, respectively.

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

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INTERSTATE COMMERCE COMMISSION

LEASE NO. ATSFET08A

SCHEDULE NO. 3

This Schedule No. 3 dated January 2, 1991 to the Lease Agreement dated September 14, 1988 is entered into by and between ITEL RAIL CORPORATION ("Lessor"), as successor in interest to Itel Rail Corporation and Itel Railcar Corporation, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("Lessee").

TYPE AND DESCRIPTION OF CARS: 3148 c.f., 100-ton Plate B covered hoppers

NUMBER OF CARS: Twenty-five (25)

INTERIOR EQUIPMENT: None

SPECIAL LININGS: None

PERMITTED LADING USE: Cement

REPORTING MARKS AND NUMBERS: PLCX 1054-1078

SPECIFICATIONS DESIGNATED BY LESSEE: None

INITIAL DELIVERY POINT: As mutually agreed upon

LEASE TERM: Effective for each Car retroactively on the date it was first interchanged to Lessee ("Commencement Date"), expiring for all the Cars on this Schedule not later than December 31, 1990, subject to Special Terms below. After the Commencement Date of the last Car on this Schedule, Lessor shall provide Lessee a certificate (the "Certificate") setting forth the Commencement Date for each Car and the expiration date for all the Cars on this Schedule. Each date on such Certificate shall be deemed accurate, final and binding unless Lessee disputes such date in writing within 14 calendar days of receipt by Lessee of such Certificate.

MONTHLY RENTAL PER CAR: \$ per car per month

MINIMUM AVERAGE MONTHLY RENTAL PER CAR: N/A

SPECIAL TERMS:

1. Unless stated otherwise, when used in this Schedule, "Cars" shall refer only to the Cars described in this Schedule.
2. Lessor and Lessee are parties to Schedule No. 5 to the Agreement pursuant to which 50 new 3,000 c.f., 100-ton Plate B covered hoppers ("New Cars") will be leased to Lessee. Commencing upon the delivery of the 26th New Car, Lessee shall return one Car described herein for every New Car that is delivered to Lessee.

3.
 - A. The first rental payment for each Car shall be made at the pro rata daily rate for the number of days from the date such Car is first interchanged to Lessee's lines to the end of the month in which such date falls. All subsequent payments shall be made monthly upon Lessee's receipt of an invoice from Lessor.
 - B. Insofar as applicable laws and regulations permit, and unless an event of default specified in Section 8 of the Agreement shall have occurred, Lessee shall be entitled to all mileage allowances, rentals and/or other compensation from railroads for use of the Cars ("Allowances") collected by Lessor from railroads as a credit against rents, and any other amounts that Lessee may be required to pay Lessor, but in no event shall such credit exceed the sum of such obligations.
4. Lessee may make running repairs to those parts specified in the attached Exhibit A to facilitate continued immediate use of the Cars. If any Car becomes unfit for any reason unrelated to interior lading protection devices, special interior linings and/or removable parts referred to in Section 4.A. of the Agreement, and if such condition is not due to damage to such Car for which Lessee is responsible under the Agreement, the following provisions shall govern the abatement of rental for such Car.
 - A. If such Car is damaged but not damaged beyond repair and, at Lessor's request, it is moved to any repair shop on Lessee's lines for repair, rental shall abate as of the date on which such Car is switched into the property of such repair shop and shall be reinstated effective on the date such Car is released from such repair shop. If such Car is delivered to any repair shop that is not on Lessee's lines, rental shall abate as of the third (3rd) calendar day after the date Lessee notifies Lessor of such damage and shall be reinstated as of the third (3rd) calendar day after Lessee is notified that such Car has been repaired and is ready for redelivery to Lessee.
 - B. If any Car is derailed and is not rerailed within five (5) calendar days following such derailment, rental shall abate as of the date of such derailment and shall be reinstated as of the date of rerailment, unless such Car requires repairs, in which case the preceding paragraph of this Section 4 shall determine the date on which such reinstatement shall occur.
 - C. If any Car is damaged beyond repair or is destroyed, rental for such Car shall abate as of the date of such damage or destruction. If such Car is replaced by another car in accordance with Section 4.C. of the Agreement, rental for such replacement car shall commence on delivery of such replacement car to Lessee.
5. Lessee shall, at Lessor's option, provide up to forty-five (45) days free storage on its lines for any Car on this Schedule which is either on Lessee's lines at expiration or other termination of the Agreement with

respect to such Car or is subsequently returned to Lessee's lines.

Each party, pursuant to due corporate authority, has caused this Schedule to be executed by its authorized officer, and each of the undersigned declares pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

ITEL RAIL CORPORATION

THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY

By: *Mike Smith*
Title: *VP SALES*
Date: *3/09/91*

By: *W.C. Lyman*
Title: *A.P. & Chief Insp. Officer*
Date: *March 8, 1991*

EXHIBIT A

RUNNING REPAIRS

COVERED HOPPERS

Angle Cocks	Wheel Assemblies
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	Outlet Gate Repair (Not Gate Replacement)
Hand Brakes	Hatch Cover (Not Replacement of Hatch Cover)
Brake Beams and Levers	
Truck Springs	