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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

APR 4 1991 - 3:20 PM

RECORDATION NO. 15880-H

Re: Schedule Nos. 3, 4 and 5

INTERSTATE COMMERCE COMMISSION

APR 4 1991 - 3:20 PM

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

APR 4 1991 - 3 20 PM

LEASE NO. ATSFET11B

INTERSTATE COMMERCE COMMISSION

SCHEDULE NO. 5

This Schedule No. 5 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: New 3000 c.f., 100-ton Plate B covered hoppers

NUMBER OF CARS: Fifty (50)

INTERIOR EQUIPMENT: None

SPECIAL LININGS: None

PERMITTED LADING USE: Cement

REPORTING MARKS AND NUMBERS: SFLC 351050 - 351099

SPECIFICATIONS DESIGNATED BY LESSEE: None

INITIAL DELIVERY POINT: To be mutually agreed upon

LEASE TERM: Effective for each Car upon its Delivery (as defined below) to Lessee, expiring for all the Cars on this Schedule on September 30, 1992. After the Delivery of the last Car on this Schedule, Lessor shall provide Lessee a certificate (the "Certificate") setting forth the Delivery date for each Car and the date such Car was first interchanged to Lessee's lines. 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. A. Lessor shall inspect each Car tendered by the manufacturer for delivery to Lessee. If the Car conforms to the specifications ordered by Lessor and to all applicable governmental regulatory specifications, Lessor shall accept delivery thereof at the manufacturer's facility and shall notify Lessee in writing of such acceptance. Each Car shall be deemed delivered to Lessee and subject

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1 THIS LEASE AND/OR THE RIGHTS TO PAYMENTS DUE HEREUNDER TO ITEL RAIL CORPORATION HAVE BEEN ASSIGNED IN WHOLE OR IN PART AS COLLATERAL SECURITY TO ONE OR MORE FINANCING PARTIES FOR OBLIGATIONS OF ITEL RAIL CORPORATION TO SUCH PARTIES UNDER ONE OR MORE AGREEMENTS RECORDED WITH THE INTERSTATE COMMERCE COMMISSION.

to the terms of the Agreement and this Schedule upon acceptance by Lessor ("Delivery"). Lessor shall move the Cars to Lessee's railroad line at the earliest time that is consistent with mutual convenience and economy and shall pay up to \$300.00 per Car for such movement; all transportation costs in excess of \$300.00 per Car shall be for Lessee's account.

- B. Lessee shall return one Car from within the series PLCX 1054-1078 which are described on Schedule No. 3 to the Agreement for every Car described on this Schedule that is Delivered starting with the 26th such Car.
- 3. Lessee shall register each Car in the Official Railway Equipment Register and "UMLER" and shall insert reporting marks provided by Lessor in the ownership field. Lessee shall compile and maintain records pertaining to running repairs on the Cars and shall furnish copies to Lessor upon request.
- 4. 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. Lessee shall retain all off-line car hire earnings on the Cars.
- 5. 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 5 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.
- 6. A. Upon the expiration or early termination of the Agreement with respect to these Cars, Lessee shall, at Lessor's option and at Lessee's expense, remark each such Car to such marks as Lessor shall designate and deliver it to Lessor at the interchange point on Lessee's lines designated by Lessor (the "Return Location") or, if applicable, in accordance with the storage provision of Section 9 of the Agreement. Lessee shall bear any transportation costs incurred in moving any such Car to the Return Location. If the Return Location is on Lessee's tracks, Lessee shall use best efforts to load such Car with freight and deliver it to a connecting carrier for shipment.
- B. Lessee shall, at Lessor's option, provide up to 45 days free storage on its lines for any Car 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: *3/19/91*

By: *W.C. Lyman*
 Title: *Asst. Chief Transp. 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	