

ITEL
CORPORATION
TRANSPORTATION SERVICES GROUP

RECEIVED

OCT 30 1 01 PM '78

I. C. C.
FEE OPERATION BR.

NO. 8-303A111

Date OCT 30 1978

Fee \$ 10.00

October 26, 1978

Hon. H. G. Homme
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 9073-8 Filed 1425

ICC Washington, D. C.

OCT 30 1978-1 05 PM
INTERSTATE COMMERCE COMMISSION

Dear Sir:

Enclosed for filing with and recording by the Interstate Commerce Commission are an original, two certified true copies and three photocopies of Amendment Number 2 dated July 1, 1978, Rider Number 1 dated July 21, 1977 and Equipment Schedule Number 3 dated July 21, 1977, all to that certain Lease Agreement dated July 21, 1977 between North Louisiana and Gulf Railroad Company, Hodge, Louisiana, and ITEL Corporation, acting through its Rail Division, Two Embarcadero Center, San Francisco, California, 94111. The foregoing Lease Agreement was filed with the Interstate Commerce Commission on November 10, 1977 at 2:20 p.m. and assigned recordation number 9073.

Also enclosed is this company's check in the sum of \$10, payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing Amendment Number 2/Rider Number 1/Equipment Schedule Number 3.

Please return all additional copies of the enclosed counterparts not required by the Interstate Commerce Commission to David Schwartz, Esq., of Sullivan and Worcester, who will be delivering this letter on our behalf.

Very truly yours,

Ruth Meyler
Associate/Legal Services

:md
Enc.

David Schwartz
John Anadot

Interstate Commerce Commission
Washington, D.C. 20423

10/30/78

OFFICE OF THE SECRETARY

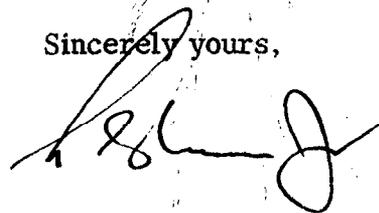
Ruth Meyler
Associate/Legal Services
Itel Corp.
Two Embarcadero Center
San Francisco, Calif. 94111

Dear

Ms. Meyler:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 10/30/78 at 1:05pm and assigned recordation number(s) 8798-D & 9073-D

Sincerely yours,



H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

Amendment Number 2 dated as of July 1, 1978, between Itel Corporation, Rail Division, successor in interest to SSI Rail Corporation ("SSI"), and the North Louisiana and Gulf Railroad Company, a Louisiana corporation ("Lessee").

RECORDATION NO. 90B-A Filed 1425

WITNESSETH:

OCT 30 1978 -1 05 PM

INTERSTATE COMMERCE COMMISSION

WHEREAS, SSI and Lessee are parties to a lease dated as of July 21, 1977, ("the Agreement") pursuant to which SSI has delivered 400 Boxcars ("the Boxcars"):

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Lease as follows:

1. All terms defined in the Agreement shall have the defined meanings when used in the Amendment.

2. This Amendment shall be effective as of July 1, 1978 and shall apply only to payments earned subsequent to June 30, 1978.

3. For the purposes of determining the rent for the four hundred Boxcars numbered NLG 5401-NLG 5800 set forth in the Equipment Schedule No. 3 to the Agreement, the number "87.5 per cent" shall be substituted in Section 6A (i) for the number "93 per cent" each time it appears.

4. For only the Boxcars bearing the identifying numbers NLG 5401-NLG 5800, Section 6A (ii) is hereby amended by deleting such section in its entirety and substituting, in lieu thereof, the following:

"6A (ii) In the event utilization exceeds 87.5 per cent in any calendar year, SSI shall receive an amount equal to the SSI Base Rental plus an amount equal to one-half of the payments earned in excess of the SSI Base Rental, provided, however, that the amounts received by SSI shall, in no event exceed the amounts SSI would earn if utilization were 90 per cent. For the purpose hereof, SSI Base Rental shall be an amount equal to the total payments for the calendar year multiplied by a fraction, the numerator of which is 87.5 per cent and the denominator of which is the utilization for such calendar year. (The above determination of SSI Base Rental insures that Lessee will, if utilization is greater than 87.5 per cent in any calendar year receive one-half of all the payments made by other railroads for use or handling of the Boxcars in excess of the SSI Base Rental up to a utilization of 90 per cent and all the payments made by other railroads for use of handling of the Boxcars for utilization greater than 90 per cent.)"

edm

5. For only the Boxcars bearing the identifying numbers NLG 5001 through NLG 5400, Section 6A (ii) is hereby amended by deleting such section in its entirety and substituting, in lieu thereof, the following:

"6A (ii) In the event utilization exceeds 87.5 per cent in any calendar year, SSI shall receive an amount equal to the SSI Base Rental plus an amount equal to one-half of the payments earned in excess of the SSI Base Rental, provided, however, that the amounts received by SSI shall, in no event exceed the amounts SSI would earn if utilization were 90 per cent. For the purpose hereof, SSI Base Rental shall be an amount equal to the total payments for the calendar year multiplied by a fraction, the numerator of which is 87.5 per cent and the denominator of which is the utilization for such calendar year. (The above determination of SSI Base Rental insures that Lessee will, if utilization is greater than 87.5 per cent in any calendar year receive one-half of all the payments made by other railroads for use or handling of the Boxcars in excess of the SSI Base Rental up to a utilization of 90 per cent and all the payments made by other railroads for use of handling of the Boxcars for utilization greater than 90 per cent.)"

This paragraph 5 shall be effective as of October 1, 1978 and shall apply only to payments earned subsequent to September 30, 1978.

6. Except as expressly modified by the Amendment, all the terms and provisions of the Lease shall remain in full force and effect.

7. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same investment.

ITEL CORPORATION, RAIL DIVISION

BY: *James M. Galt*
TITLE: President
DATE: 8/24/78

NORTH LOUISIANA AND GULF RAILROAD COMPANY

BY: *W. J. Morgan* *edm ccm*
TITLE: Chairman & Chief Exec. Off.
DATE: 7/13/78

Rider No. 1 to the Lease Agreement made as of July 21, 1977 between Itel Corporation, Rail Division and North Louisiana and Gulf Railroad Company.

A New Section 1C is added as follows:

"Itel Rail and Lessee agree that, as between themselves, Lessee shall be entitled to claim the benefits of any available Investment Tax Credit for Federal income tax purposes in connection with the acquisition of the Cars bearing the identifying numbers NLG 5401-NLG 5800 set forth on Equipment Schedule No. 3 to the Agreement. Such Cars shall be new equipment when delivered to Lessee hereunder and Itel Rail agrees to execute such documents as may be required to permit Lessee to claim any Investment Tax Credits relating to such Cars."

For the purposes of determining the rent for the Cars bearing the identifying numbers NLG 5401-NLG 5800 set forth on Equipment Schedule No. 3 to the Agreement, the number "87.5 per cent" shall be substituted in Section 6A(i) and 6A(ii) for the number "90 per cent" each time it appears.

ITEL CORPORATION, RAIL DIVISION

NORTH LOUISIANA AND GULF RAILROAD COMPANY

BY:

TITLE:

DATE:

BY:

TITLE:

DATE:

EDM
CGM

EQUIPMENT SCHEDULE No. ...3.....

Istel Corporation, Rail Division hereby leases the following
 Boxcars to North Louisiana and Gulf Railroad Company. subject
 to the terms and conditions of that certain Lease Agreement,
 dated as ofJuly 21....., 1977.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	50' Plate C Boxcar, nailable steel floor, sliding ten foot door	NLG 5401- NLG 5800	50'6"	9'6"	11'2"	10'	400

ITEL CORPORATION, RAIL DIVISION

BY:

Jack M. Estep

TITLE:

President

DATE:

8/24/78

NORTH LOUISIANA AND GULF RAILROAD COMPANY

BY:

W. Amiga

TITLE:

Chairman & Chief Exec. Off.

DATE:

7/13/78

*ELM
COM*

STATE OF Connecticut
COUNTY OF Fairfield

On this 13th day of July, 1978, before me personally appeared J. Hannigan,
to me personally known, who being by me duly sworn says that such person is Chairman & Chief Exec. Off. of
N.L. & G., that the foregoing Amendment #2, and Equip-
ment 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.

Dolores L. Marzullo
Notary Public

DOLORES L. MARZULLO
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1982



STATE OF California
COUNTY OF San Francisco

On this 24th day of August, 1978, before me personally appeared Joseph H. Costello, Jr.,
to me personally known, who being by me duly sworn says that such person is President of
Istel Corporation, Rail Division, that the foregoing Amendment #2, and Equipment 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
such corporation.

Beverly Leong
Notary Public

