

9-166A074

(4)



Itel Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000
(415) 781-1035 Fax RECORDATION NO _____ FILED 1425

5702K

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

JUN 15 1989 -12 50 PM

INTERSTATE COMMERCE COMMISSION

Re: Amendment No. 2 to Schedule 1 of Master Lease Agreement dated June 9, 1988, between Itel Rail Corporation and McCormick, Ashland City & Nashville Railroad, Inc.

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Amendment under the Master Lease Agreement dated June 9, 1988, between Itel Rail Corporation, Itel Railcar Corporation and McCormick, Ashland City & Nashville Railroad, Inc., which was filed with the ICC on July 5, 1988, under recordation number 5702.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation and
Itel Railcar Corporation (Lessors)
55 Francisco Street
San Francisco, California 94133

McCormick, Ashland City & Nashville Railroad, Inc. (Lessee)
750 Old Hickory Boulevard
Two Brentwood Commons, Suite 150
Brentwood, Tennessee 37027

This Amendment amends rental provisions with respect to twenty (20) 50'6", 70-ton, Plate B, XM boxcars bearing reporting marks MACO 105-124.

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 Department

REC'D. IN APAY

JUN 09 1989

Returned For Approval _____ To _____
Returned For Coding _____ To _____

Interstate Commerce Commission
Washington, D.C. 20423

6/19/89

OFFICE OF THE SECRETARY

Patricia Schumacker
Legal Dept
Itel Rail Corporation
55 Francisco Street
San Francisco, Calif. 94133

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/15/89 at 12:50pm , and assigned recordation number(s). 5702-K, 15642-D 16383 & 16383-A

Sincerely yours,

Nesta L. McEwen

Secretary

Enclosure(s)

THIS INSTRUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF HELLER FINANCIAL, INC. UNDER THE HELLER FINANCIAL, INC. LOAN AND SECURITY AGREEMENT WITH ITEL RAIL CORPORATION DATED AS OF SEPTEMBER 30, 1986.

RECORDATION NO. 5702-K FILED 1425

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AMENDMENT NO. 2

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 2 (the "Amendment") to Schedule No. 1 dated June 9, 1988, as amended, ("Schedule No. 1") to the Lease Agreement dated as of June 9, 1988 (the "Agreement") between ITEL RAIL CORPORATION ("Lessor") and MCCORMICK, ASHLAND CITY AND NASHVILLE RAILROAD, INC. ("Lessee"), is made as of this 1st day of June, 1989, between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Agreement pursuant to which twenty (20), 50'6", 70-ton, Plate B, sliding door boxcars bearing the reporting marks MACO 105-124 described on Schedule No. 1 (the "Cars") were leased by Lessor to Lessee.
- B. Lessor and Lessee desire to change the rental with respect to the Cars.
- C. The parties hereby agree to amend Schedule No. 1 as provided herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to amend Schedule No. 1 and the Agreement as follows:

- 1. All terms defined in Schedule No. 1 and the Agreement shall have the meanings defined therein when used in this Amendment.
- 2. This Amendment shall be deemed to have become effective with respect to each Car, upon the Initial Loading of such Car as defined in Subsection 8.A. (v) of Schedule No. 1.
- 3. In Subsection 8.A. (iv) of Schedule No. 1, the words "with each Car travelling _____ miles per day" are hereby deleted.
- 4. Except as expressly modified by this Amendment, all terms and provisions of Schedule No. 1 and the Agreement shall remain in full force and effect with respect to all of the Cars subject to the Agreement.
- 5. 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 instrument.

ITEL RAIL CORPORATION

MCCORMICK, ASHLAND CITY AND NASHVILLE RAILROAD, INC.

By: [Signature]

By: [Signature]

Title: President & CEO

Title: President

Date: June 1, 1989

Date: May 22, 1989

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

On this 1st day of June, 1989, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President and Chief Executive Officer of Itel Rail Corporation, that the foregoing Amendment No. 2 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 TENN.)
) ss:
COUNTY OF DAWSON)

On this 22nd day of MAY, 1989, before me personally appeared LARRY K. MCCORMICK, to me personally known, who being by me duly sworn says that such person is PRESIDENT of McCormick, Ashland City and Nashville Railroad Inc., that the foregoing Amendment No. 2 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.

Barbara J. Bove
Notary Public