

ITEL

June 13, 1986

No. 6-168A071

Date JUN 17 1986

Fee \$ 10.00

ICC Washington, D.C.

RECORDATION NO. 9756-7 Filed 1425

JUN 17 1986 - 1 22 PM

INTERSTATE COMMERCE COMMISSION

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

Honorable James H. Bayne, Secretary
Interstate Commerce Commission
Washington, DC 20423

\$10.00 filing fee

Re: Amendment No. 15 to the April 26, 1978 Lease Between Itel Corporation, Rail Division, and East Camden and Highland Railroad Company

Dear Mr. Bayne:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 USC §11303(a), along with a check in the amount of \$10 covering the recordation fee.

Please record this Amendment under the Lease Agreement dated April 26, 1978 between Itel Corporation, Rail Division, and East Camden and Highland Railroad Company, which was filed with the ICC on October 11, 1978 and given Recordation No. 9756.

this one is 9756-X

The names and addresses of the parties to the aforementioned Amendment are listed below:

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

East Camden and Highland Railroad Company (Lessee)
P.O. Box 3180
East Camden, Arkansas 71701

This Amendment assigns fifty (50) 50'6", 100-ton, Plate C, XM boxcars to Green Bay and Western Railroad Company, whose reporting marks are identified in Exhibit A thereto, and replaces Equipment Schedule No. 8.D with Schedule No. 8.E also attached thereto.

Once filed, please return to the bearer the stamped counterparts not required for filing purposes together with the fee receipt and a letter from the ICC acknowledging this filing.

Very truly yours,

[Signature]
Josie Villaflores
Legal Assistant

JV:ps
Enclosures

cc: Robert S. Clark
J. Michael Kelly
Ginny Hanger

[Handwritten signature]

ICC OFFICE OF THE SECRETARY
JUN 17 1 18 PM '86
MOTOR OPERATING UNIT

Interstate Commerce Commission
Washington, D.C. 20423

6/17/86

OFFICE OF THE SECRETARY

Josie Villaflores
Legal Assistant
Itel Rail Corp.
55 Francisco St.
San Francisco-Calif. 94133

Dear Sir:

The enclosed documents(s) was recorded pursuant to the provision of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/17/86 at 1:25pm , and assigned re-cordation number(s). 9756-X

Sincerely yours,

Noreta R. McGee
Acting Secretary

REGISTRATION NO. 97562
FILE 123

JUN 17 1986 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

E.C. & H. RR
RECEIVED

MAY 27 1986

RECEIVED, APL

05/21/86

LESSOR'S INTEREST ASSIGN
FIRST SECURITY BANK OF
UTAH, N.A., WITH RESPECT
CARS NUMBERED EACH 2351-

AMENDMENT NO. 15

THIS AMENDMENT NO. 15 (the "Amendment") to that certain Lease Agreement, as amended, (the "Agreement") made as of April 26, 1978, between Itel Corporation, Rail Division and **EAST CAMDEN AND HIGHLAND RAILROAD COMPANY** ("Lessee") is made as of the 13th day of June, 1986, by and between **ITEL RAIL CORPORATION**, as successor in interest to Itel Corporation, Rail Division ("Itel Rail") and Lessee.

R E C I T A L S

- A.** Itel Rail and Lessee are parties to the Agreement, pursuant to which four hundred ninety-three (493) boxcars bearing reporting marks from within the series EACH 2001-2200, EACH 2351-2500, EACH 4001-4150 (the "Cars") have been leased and delivered by Itel Rail to Lessee.
- B.** The Cars bearing the reporting marks EACH 4067; EACH 4074; NLG 7168 (originally EACH 4039); and NLG 7176 (originally EACH 4068) were destroyed on December 30, 1985; January 31, 1986; January 23, 1986; and January 23, 1986, respectively.
- C.** Twenty-five (25) Cars are to be terminated from the Agreement upon the remark of each such Car pursuant to the Termination Notice dated January 30, 1986 and fifteen (15) Cars are to be terminated from the Agreement upon the remark of each such Car pursuant to the Termination Notice dated March 25, 1986.
- D.** The Assignment Agreement dated March 26, 1984 ("ICG Assignment Agreement") between Lessee and Illinois Central Gulf Railroad has been terminated with respect to the fifty (50) Cars bearing reporting marks within the series EACH 2351-2500 which are listed on Exhibit A of Attachment A attached hereto (the "50 Boxcars").
- E.** The parties desire that Lessee place the 50 Boxcars into an assignment pool on the lines of Green Bay and Western Railroad Company ("GBW") for a period of time to enhance the utilization of the 50 Boxcars.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties amend the Agreement as follows:

- 1.** All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
- 2.** The words "five hundred (500) boxcars" in the Recital A of Amendment No. 13 dated June 28, 1985 to the Agreement are replaced by the words "four hundred ninety-five (495) boxcars".

ASSIGNED TO FIRST SECURITY B.
OF UTAH, N.A., TRUSTEE, UNDER
A LEASE ASSIGNMENT DATED
AS OF June 13 19

3. Equipment Schedule No. 8.D., attached to and incorporated into the Agreement, shall be replaced in its entirety by Equipment Schedule No. 8.E., attached hereto.
4. Itel Rail hereby grants Lessee full power and authority to enter into an Assignment Agreement with GBW in the form of Attachment A attached hereto ("GBW Assignment Agreement").
5. Lessee shall exercise its termination rights under the GBW Assignment Agreement only upon receiving written instructions from Itel Rail.
6. During the time that the GBW Assignment Agreement is in effect only, Subsections 6.A.(i) and 6.A.(ii) of the Agreement shall be replaced, with respect to the 50 Boxcars, by the following:

"6. Lease Rental

Lessee agrees to pay the following rent to Lessor for the use of the Cars:

A. (i) Lessor shall receive

(ii) "Utilization" of the Cars shall be determined by a fraction, the numerator of which is the aggregate number of days in each calendar year that car hire payments are earned by the Lessee with respect to the Cars, commencing from the Initial Loading, and the denominator of which is the aggregate number of days in each calendar year that the Cars are on lease to Lessee, commencing from the Initial Loading. The term Initial Loading of each Car for the purposes hereof is defined as the earlier of (i) the first loading of freight in each Car on the railroad line of Lessee, or (ii) the thirty-first (31st) day after acceptance of delivery of each Car by Lessor."

(iii) In addition, Lessor will receive, as additional rental, all monies earned by the Cars prior to their Initial Loading. In the event that demurrage charges in excess of per day are ever refunded to the owners of Cars in accordance with an order of the ICC pursuant to Ex Parte 289, such demurrage charges will not be included in the above defined Payments.

Itel Rail recognizes that the Payments will be reduced by the relief and by the revenue sharing allowed to GBW under the GBW Assignment Agreement.

7. Nothing herein contained shall (i) be deemed to constitute a waiver or otherwise modify, affect or impair any sums due to Itel Rail or Lessee in connection with any of the 50 Boxcars under the Agreement with regard to the periods prior to or after the time that the GBW Assignment

Itel Rail or Lessee under the Agreement in connection with any of the 50 Boxcars with regard to the periods prior to and after the time that the GBW Assignment Agreement is in effect.

8. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all of the Cars subject to the Agreement, including the 50 Boxcars.
9. 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

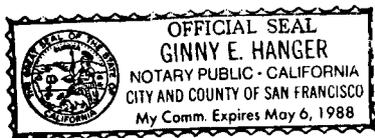
By: *AD Hayes*
Title: President
Date: 6/13/86

**EAST CAMDEN AND HIGHLAND RAILROAD
COMPANY**

By: *Greg R. Down*
Title: Vice President & C.O.O
Date: 5/28/86

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

On this 13th day of June, 1986, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of ITEL Rail Corporation, that the foregoing Amendment No. 15 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.



Ginny E. Hanger
Notary Public

STATE OF Arkansas)
) ss:
COUNTY OF Calhoun)

On this 28th day of May, 1986, before me personally appeared George R. O'Connor, to me personally known, who being by me duly sworn says that such person is Vice President + COO of East Camden and Highland Railroad Company, that the foregoing Amendment No. 15 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.

Frances S. Quarles
Notary Public

EQUIPMENT SCHEDULE NO. 8.E.

Itel Rail Corporation hereby leases the following Cars to East Camden and Highland Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of April 26, 1978.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width
				Inside Width	Height	
XP	60' General Purpose, Boxcar, Plate C, End of Car Cushioning, Nailable Steel Floors, 100 Ton Trucks	EACH 4001-4005, 4007-4038, 4040-4061, 4063-4066, 4069-4071, 4073,4075- 4077,4079- 4085,4087- 4100	60'10"	9'6"	11'0"	12' Plug
XM	60' General Purpose, Boxcar, Plate C, End of Car Cushioning, Nailable Steel Floors, 100 Ton Trucks	EACH 4101-4104, 4106-4150	60'10"	9'6"	11'0"	12' Plug

ITEL RAIL CORPORATION

By: AD Hayes

Title: President

Date: 6/13/86

EAST CAMDEN AND HIGHLAND
RAILROAD COMPANY

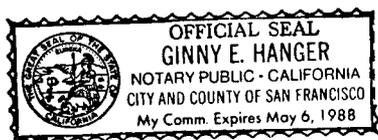
By: John R. Jones

Title: Vice President

Date: 5/28/86

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

On this 13th day of June, 1986, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of ITEL Rail Corporation, that the foregoing Equipment Schedule No. 8.E. 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.



Ginny E. Hanger
Notary Public

STATE OF Arkansas)
) ss:
COUNTY OF Calhoun)

On this 28th day of May, 1986, before me personally appeared George L. O'Connell, to me personally known, who being by me duly sworn says that such person is vice President & COO of East Camden and Highland Railroad Company, that the foregoing Equipment Schedule No. 8.E. 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.

Francis S. Quails
Notary Public

ATTACHMENT A

May 22, 1986

Mr. Stephen P. Selby
President
Green Bay and Western Railroad Company
P.O. Box 2507
Green Bay, Wisconsin 54306

Dear Mr. Selby:

Please accept this letter as the agreement ("Assignment Agreement") whereunder East Camden and Highland Railroad Company ("Assignor") shall supply Green Bay and Western Railroad Company ("Assignee") with fifty (50) fifty-foot (50'), 100 ton, Plate C, XP boxcars bearing reporting marks within the series EACH 2358-2500 which are listed on Exhibit A attached hereto ("Boxcars"). Assignee shall place all assigned Boxcars into an assignment pool on its railroad lines under Car Service Directive 165.

The term of this Assignment Agreement, with respect to each Boxcar, shall commence on the date and at the location such Boxcar is delivered to Assignee and shall expire as to all the Boxcars one (1) year from the date the last Boxcar is delivered to Assignee ("Term"). Assignor may terminate this Assignment Agreement at any time upon not less than twenty-four (24) hours written notice to Assignee.

It is understood and agreed that during the Term of this Assignment Agreement, except as otherwise specified herein, Assignee's only obligation with regard to the Boxcars shall be (i) compliance with the handling carrier's obligations under the Association of American Railroads ("AAR") Interchange Rules while the Boxcars are in Assignee's possession, and (ii) the fulfillment of its obligations upon the expiration or termination of this Assignment Agreement as set forth herein. Assignee shall not place the Boxcars into the assignment pool prior to receiving Assignor's consent to do so.

For the purpose of determining the revenue sharing amounts contained herein, the following definitions are provided:

- ° "Revenues" are the total per diem and mileage revenues earned and due from other railroad companies for the use or handling of the Boxcars.
- ° The "Utilization Rate" of the Boxcars is determined by a fraction, the numerator of which is the aggregate number of hours in each calendar quarter or applicable portion thereof ("Quarter") that Revenues were earned with respect to the Boxcars, and the denominator of which is the aggregate number of hours in each Quarter that the Boxcars were subject to this Assignment Agreement.

Assignor agrees to pay to Assignee the following amounts:

- (i) In the event Revenues earned in any Quarter are equal to or less than the Base Amount, Assignor shall retain one hundred percent (100%) of the Revenues earned with respect to such calendar quarter.
- (ii) In the event Revenues earned in any Quarter exceed the Base Amount, Assignor shall retain (a) an amount equal to the Base Amount plus (b) an amount equal to fifty percent (50%) of all Revenues earned for such Quarter in excess of the Base Amount, and Assignee shall receive an amount equal to fifty percent (50%) of all Revenues earned for such Quarter in excess of the Base Amount.

The calculations required herein with respect to this rental section shall be made within five (5) months after the end of each calendar year ("Final Calculations"). However, to enable Assignor to meet its financial commitments, Assignor shall, prior to making such calculations, retain the Revenues and other payments received by it on behalf of Assignee. Further, since the parties desire to determine on a quarterly year-to-date basis the approximate amounts owed under this rental section, Assignor shall within three (3) months after the end of each calendar quarter, calculate on a quarterly year-to-date basis the amount due either party pursuant to this rental section. Any amounts payable pursuant to the preceding sentence shall be paid promptly following such calculation, provided, however, that within twenty (20) days following the Final Calculation, any amount paid to either party in excess of the amounts required shall be refunded to the appropriate party.

If any Boxcar returns to Assignor's line as a result of Assignee (1) not filing the assignment pool code properly, or (2) not properly endorsing the waybill for such Boxcar, Assignee shall be responsible for all costs associated with returning such Boxcar to Assignee. Assignor shall use its best efforts to prevent any Boxcar from being interchanged onto its lines during the term of the Assignment Agreement, including advising their connecting carrier that the Boxcars have been placed into an assignment pool on Assignee's lines and that the connecting carrier should not return such Boxcars to Assignor during the term of the Assignment Agreement.

Upon expiration or termination of this Assignment Agreement, Assignee shall insure that the Boxcars are in interchange condition, normal wear and tear excepted, and shall remove the Boxcars from Car Service Directive 165. Thereafter, Assignee shall use its best efforts to provide final outbound loads for each Boxcar.

Assignee recognizes that Assignor's rights and Assignee's rights are subject and subordinate to the rights of any lessor, owner or secured party with respect to the Boxcars, but Assignor hereby expressly represents and covenants that it has full authority to make this Assignment Agreement.

Please indicate your concurrence to the above terms and conditions by signing below and arrange to have the original returned to me.

Sincerely,

**EAST CAMDEN AND HIGHLAND
RAILROAD COMPANY**

**CONCURRENCE BY GREEN BAY AND WESTERN
RAILROAD COMPANY**

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A

EACH 2358	EACH 2424
EACH 2360	EACH 2428
EACH 2363	EACH 2436
EACH 2364	EACH 2437
EACH 2365	EACH 2438
EACH 2366	EACH 2440
EACH 2370	EACH 2448
EACH 2372	EACH 2454
EACH 2375	EACH 2456
EACH 2379	EACH 2459
EACH 2389	EACH 2461
EACH 2390	EACH 2462
EACH 2391	EACH 2465
EACH 2392	EACH 2472
EACH 2393	EACH 2474
EACH 2394	EACH 2475
EACH 2395	EACH 2477
EACH 2398	EACH 2480
EACH 2399	EACH 2483
EACH 2401	EACH 2484
EACH 2407	EACH 2487
EACH 2415	EACH 2488
EACH 2416	EACH 2497
EACH 2417	EACH 2498
EACH 2418	EACH 2500