

ITEL

RECORDATION NO. 14548 FILED 1426**IteI Rail Corporation**

January 15, 1986

FEB 05 1986 - 2 30 PM55 Francisco Street
San Francisco, California 94133
(415) 984-4000**INTERSTATE COMMERCE COMMISSION**Honorable James H. Bayne, Secretary
Interstate Commerce Commission
Washington, DC 20423*\$10.00 filing fee*

Dear Mr. Bayne:

Pursuant to 49 USC Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of IteI Rail Corporation, for filing and recordation under the Sublease Agreement dated as of September 24, 1984 between East Camden and Highland Railroad Company and North Louisiana and Gulf Railroad Company which was filed with the ICC on January 15, 1985 and given ICC Recordation No. 14548, four (4) counterparts of the following document:

Amendment No. 1

The names and addresses of the parties to the aforementioned are:

1. East Camden and Highland Railroad Company (Sublessor)
P.O. Box 3180
East Camden, Arkansas 71701
2. North Louisiana and Gulf Railroad Company (Sublessee)
P.O. Drawer 550
Highway 167
Hodge, Louisiana 71247

The equipment covered by this Amendment is fifty (50) fifty-foot, 70-ton, Plate C boxcars bearing reporting marks NLG 5601-5650.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. Please retain one (1) counterpart for your files and return the remaining three (3) counterparts to the bearer of this document.

Sincerely,

*Denise M. Bottarini*Denise M. Bottarini
Senior Legal Assistant

6-036A023

No. FEB 5 1986

Date

Fee \$ *10.00*

DMB:ps
Enclosurescc: Robert S. Clark
J. Michael Kelly
Ginny Hanger

ICC Washington, D. C.

100 OFFICE OF
 THE SECRETARY
 FEB 5 2 22 PM '86
 MOTOR OF EIGHT AND SEVEN

*Thank this one will be 14548-C**Denise M. Bottarini*

14548-C
ASSIGNED TO FIRST SECURITY BANK
OF UTAH, N.A., TRUSTEE, UNDER
A LEASE ASSIGNMENT DATED
AS OF December 30, 1985

10/09/85

REGISTRATION NO. 14548-C FILED 1425

FEB 05 1986 -2 22 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1

LESSOR'S INTEREST ASSIGNED TO
FIRST SECURITY BANK OF
UTAH, N.A., WITH RESPECT TO
CARS NUMBERED, NLG 5601-5650

THIS AMENDMENT NO. 1 (the "Amendment") to that certain Sublease Agreement dated as of September 24, 1984, (the "Sublease") between EAST CAMDEN AND HIGHLAND RAILROAD COMPANY ("Sublessor") and NORTH LOUISIANA AND GULF RAILROAD COMPANY ("Sublessee") is made as of this 20th day of December, 1985, between Sublessor and Sublessee.

R E C I T A L S:

- A. Sublessor and Sublessee are parties to the Sublease pursuant to which thirty (30) boxcars bearing the reporting marks NLG 7150-7179 (together with the boxcars listed on the Equipment Schedule attached hereto, the "Cars") have been subleased and delivered by Sublessor to Sublessee.
- B. Sublessor and Sublessee mutually desire to add to the Sublease fifty (50) boxcars bearing the reporting marks NLG 5601-5650.

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

1. All terms defined in the Sublease shall have the meanings defined therein when used in this Amendment.
2. This Amendment shall be effective upon its full execution by the parties.
3. Equipment Schedule No. 2, attached hereto, which references fifty (50) boxcars bearing the reporting marks NLG 5601-5650, is hereby added to and made part of the Sublease.
4. With respect to the Cars on Equipment Schedule No. 2 only, the first four sentences only of Subsection 3.A. of the Sublease shall be amended to read:
 - "A. Sublessee hereby approves the specifications of the Cars delivered to it by Sublessor. Sublessor shall, at Sublessor's expense, remark the Cars with the railroad markings of Sublessee in compliance with all applicable regulations. Each Car shall be deemed delivered and subject to the terms and provisions of this Sublease at 12:01 pm on the date and at the location such Car is remarked ("Delivery"). The Cars shall be moved to Sublessee's railroad line at no cost to Sublessee as soon as is consistent with mutual convenience and economy."

5. Except as expressly modified by this Amendment, all terms and provisions of the Sublease shall remain in full force and effect.
6. This Amendment may be executed by the parties hereto in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

**EAST CAMDEN AND HIGHLAND
RAILROAD COMPANY**

By: Ron E. Hunt

Title: President

Date: 12-4-85

**NORTH LOUISIANA AND GULF
RAILROAD COMPANY**

By: Alan Stone

Title: President

Date: 11/25/85

ACKNOWLEDGEMENT AND CONSENT:

ITEL RAIL CORPORATION

By: Al Hayes

Title: President

Date: 12-20-85

STATE OF ARKANSAS)
) ss:
COUNTY OF OUACHITA)

On this 4TH day of DECEMBER, 1985, before me personally appeared DON E. GHENT, to me personally known, who being by me duly sworn says that such person is PRESIDENT of East Camden and Highland Railroad Company, that the foregoing Amendment No. 1 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.

My Commission Expires Nov. 29, 1992

Sarah G. Derrick
Notary Public

STATE OF Illinois)
) ss:
COUNTY OF Cook)

On this 25th day of November, 1985, before me personally appeared Alan Stone, to me personally known, who being by me duly sworn says that such person is President of North Louisiana and Gulf Railroad Company, that the foregoing Amendment No. 1 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.

Stephen C. Liferi
Notary Public 6/24/86

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

On this 20th day of December, 1985, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of IteI Rail Corporation, that the foregoing Amendment No. 1 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

EQUIPMENT SCHEDULE NO. 2

East Camden and Highland Railroad Company hereby subleases the following Cars to North Louisiana and Gulf Railroad Company subject to the terms and conditions of that certain Sublease Agreement dated as of September 24, 1984.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	50', 70-Ton, Plate C Boxcar, 10" End-of-Car Cushioning	NLG 5601-5650	50'6"	9'6"	11'1"	10' Plug	50

EAST CAMDEN AND HIGHLAND
RAILROAD COMPANY

By: *Don E. Hunt*
Title: *President*
Date: *12-4-85*

NORTH LOUISIANA AND GULF
RAILROAD COMPANY

By: *Alan Stone*
Title: *President*
Date: *11/25/85*

ACKNOWLEDGEMENT AND CONSENT:

ITEL RAIL CORPORATION

By: *AD Hayes*
Title: *President*
Date: *12-20-85*

STATE ARKANSAS)
)
COUNTY OF OUACHITA) ss:

On this 4TH day of DECEMBER, 1985, before me personally appeared DON E. GHENT, to me personally known, who being by me duly sworn says that such person is PRESIDENT of East Camden and Highland Railroad Company, that the foregoing Equipment Schedule 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.

My Commission Expires Nov. 29, 1992
Sarah G. Derrick
Notary Public

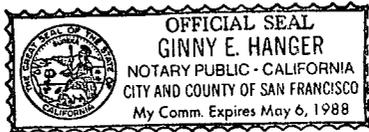
STATE OF Illinois)
)
COUNTY OF Cook) ss:

On this 25th day of November, 1985, before me personally appeared Alan Stone, to me personally known, who being by me duly sworn says that such person is President of North Louisiana and Gulf Railroad Company, that the foregoing Equipment Schedule 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.

Evelyn C. Tiley
Notary Public 6/14/86

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

On this 20th day of December, 1985, 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. 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.



Ginny E. Hanger
Notary Public