

9-285A026

**ITEL**

**Pullman**

September 29, 1989

**IteI Rail Corporation**

55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000  
(415) 781-1035 Fax

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

Re: Termination Agreement

Dear Ms. McGee:

On behalf of IteI Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$15 recordation fee.

Please record this Termination under the Sublease Agreement dated as of September 24, 1984, between IteI Rail Corporation, as assignee of East Camden and Highland Railroad Company, and MidLouisiana Rail Corporation, which was filed with the ICC on November 10, 1977, under Recordation No. 14548.

The parties to the aforementioned instrument are listed below:

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

MidLouisiana Rail Corporation (Lessee)  
111 E. Capitol Street  
Jackson, Mississippi 39201

This Termination Agreement terminates the Lease Agreement in its entirety, effective August 1, 1989.

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

RECORDED NO. 14548 FILED 1425

OCT 12 1989 -12 05 PM

INTERSTATE COMMERCE COMMISSION

14548 K  
RECORDED AND INDEXED FILED 1485

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TERMINATION AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT ("Agreement") to terminate the Sublease Agreement dated as of September 24, 1984, as amended (the "Sublease"), between ITEL RAIL CORPORATION, as assignee of East Camden and Highland Railroad Company ("EACH") ("Sublessor"), and MIDLOUISIANA RAIL CORPORATION ("Sublessee"), as successor in interest to North Louisiana and Gulf Railroad Company ("NLG"), is made this 22nd day of September, 1989.

R E C I T A L S :

- A. Sublessor and Sublessee are parties to the Sublease pursuant to which seventy-eight (78) boxcars bearing the reporting marks from within the series NLG 5601-5650 and NLG 7150-7179 (the "Cars") were subleased by EACH to NLG.
- B. The rights and obligations of EACH under the Sublease were assigned to Sublessor on July 24, 1987 and the rights and obligations of NLG under the Sublease were assigned to Sublessee on September 1, 1987.
- C. The Car bearing the reporting marks NLG 5625 was destroyed on August 18, 1987.
- D. The parties desire to terminate the Sublease and enter into a new agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

- 1. Effective upon the full execution of the Master Lease dated September 19, 1989, between ITEL Rail Corporation and MidLouisiana Rail Corporation ("Master Lease") and Schedule No. 1 dated September 19, 1989 and Schedule No. 2 dated September 19, 1989, both to the Master Lease, the termination of the Sublease shall be deemed to have become effective as of August 1, 1989.
- 2. Any obligations under the Sublease with respect to the Cars incurred prior to such termination shall survive the termination of the Sublease with respect to such Cars. Any obligations of either party, the terms of which provide that they shall survive termination of the Sublease, shall survive, including without limitation indemnity obligations.

ITEL RAIL CORPORATION

MIDLOUISIANA RAIL CORPORATION

By: Robert Kiehnle

By: H. J. Sabo

Title: Vice President + Treasurer

Title: VP & CTO

Date: September 22, 1989

Date: 9/22/89

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

On this 22<sup>nd</sup> day of September, 1989, before me personally appeared ROBERT KIEHNLE, to me personally known, who being by me duly sworn says that such person is Vice President + Treasurer of Itel Rail Corporation, that the foregoing Termination Agreement 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.

Alison J. Van Jansen  
Notary Public

STATE OF Mississippi        )  
  ) ss:  
COUNTY OF Hinds            )

On this 12<sup>th</sup> day of September, 1989, before me personally appeared H I Salmons, to me personally known, who being by me duly sworn says that such person is VP + CTO of MidLouisiana Rail Corporation, that the foregoing Termination Agreement 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.

Deanna R May  
Notary Public  
My Commission Expires May 9, 1992