

ITEL

March 11, 1987

RECORDATION NO. 9407 Filed & Recorded **Iitel Rail Corporation**
55 Francisco Street
San Francisco, California 94133
(415) 984-4000

MAR 24 1987 3-05 PM

7-083A066

INTERSTATE COMMERCE COMMISSION

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

No. _____
Date MAR 24 1987
Fee \$ 10.00

ICC Washington, D.C.

Re: Amendment No. 1 dated February 11, 1987, to the Lease Agreement dated December 23, 1977, between Itel Rail Corporation and Sabine River & Northern Railroad Company

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 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 October 14, 1984, between Itel Rail Corporation, as successor in interest to Itel Corporation and SSI Rail Corp., and Sabine River & Northern Railroad Company, which was filed with the ICC on May 26, 1978, and given Recordation No. 9407.

The parties to the aforementioned instrument are listed below:

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

Sabine River & Northern Railroad Company (Lessee)
P.O. Box 5000
Orange, Texas 77530

This Amendment deletes one (1) destroyed boxcar bearing reporting mark SRN 5367 from Equipment Schedule No. 2, and replaces in its entirety Equipment Schedule No. 2 with Equipment Schedule No. 2.A. with respect to forty-nine (49) 50'6", Plate C, XM boxcars bearing reporting marks 5350-5399 (n.s.).

Please return to the undersigned 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,

patricia schumacker

Patricia Schumacker
Legal Department

:ps
Enclosures

cc: Marianne Ledda

MAR 24 3 04 PM '87
MOTOR OPERATING UNIT
THE SECRETARY
ICC OFFICE OF

Interstate Commerce Commission
Washington, D.C. 20423

3/25/87

OFFICE OF THE SECRETARY

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

Dear Ms. Schumacker

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/24/87 at 3:05pm, and assigned re-
recording number(s).

9407-C, 9407-D, 14165-GGG & 15063-A

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

01/13/87

RECORDATION NO. 2407C Filed & Recorded

MAR 24 1987 3-05 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 (the "Amendment") to that certain Lease Agreement (the "Lease Agreement") made as of December 23, 1977, among ITEL Corporation, SSI Rail Corp and SABINE RIVER & NORTHERN RAILROAD COMPANY ("Lessee") is made this 11th day of February, 1987 between ITEL RAIL CORPORATION, as successor in interest to ITEL Corporation and SSI RAIL Corp. ("Lessor") and Lessee.

R E C I T A L S:

- A. Lessor and Lessee are parties to the Lease Agreement pursuant to which one hundred (100) boxcars bearing the reporting marks SRN 5300-5399 (the "Boxcars") have been leased and delivered by Lessor to Lessee.
- B. Lessor and Lessee desire to remove from Equipment Schedule No. 2 of the Lease Agreement the Boxcar bearing the reporting marks SRN 5367 which was destroyed on October 8, 1981.
- C. Lessor and Lessee desire to modify the term of the Lease Agreement.

NOW, THEREFORE, the parties hereto agree to amend the Lease Agreement as follows:

- 1. All terms in the Lease Agreement shall have the meanings defined therein when used in this Amendment.
- 2. Equipment Schedule No. 2 shall be replaced in its entirety by Equipment Schedule No. 2.A. attached hereto.
- 3. All references to Equipment Schedule No. 2 in the Lease Agreement shall be deemed to refer to Equipment Schedule No. 2.A.
- 4. Section 2 of the Lease Agreement shall be replaced in its entirety by the following:

"2. Term

- A. This Lease Agreement shall remain in full force until it is terminated as to all of the Boxcars as provided herein. The term of the Lease Agreement with respect to each Boxcar described on each Schedule shall expire as to all of the Boxcars described on each Schedule, on July 31, 1995 (the "Initial Term").

ASSIGNED TO FIRST SECURITY BANK OF UTAH, N.A., TRUSTEE, UNDER A LEASE ASSIGNMENT, *with respect to SRN 5300-5349*

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.

- B. If this Lease Agreement has not been terminated early and no unremedied default has occurred pursuant to Section 9, the Lease Agreement shall automatically be extended for not more than five (5) consecutive periods of twelve (12) months each (the "Extended Term(s)") with respect to all of the Boxcars described on each Schedule, provided, however, that Lessor or Lessee may terminate this Lease Agreement at the end of the Initial Term or any Extended Term as to all, but not fewer than all, of the Boxcars on the Schedules by written notice delivered to the other not less than twelve (12) months prior to the end of the Initial Term or any Extended Term."
5. With respect to the Boxcars bearing the reporting marks SRN 5300-5349 only, the last sentence in Subsection 5.E. shall be deleted and the following shall be added to Subsection 5.E:

"All insurance shall be taken out in the name of Lessee and shall name Lessor, Heller Financial, Inc. and any assignee of Lessor or of Heller Financial, Inc. as additional named insureds and shall also list Lessor, Heller Financial, Inc. and any assignee of Lessor or of Heller Financial, Inc. as loss-payees on the insurance policies. Said policies shall provide that Lessor, Heller Financial, Inc. and any assignee of Lessor or of Heller Financial, Inc. shall receive thirty (30) days' prior written notice of any material changes in coverage or termination thereof."

6. Except as expressly modified by this Amendment, all terms and provisions of the Lease Agreement shall remain in full force and effect.
7. 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.

ITEL RAIL CORPORATION

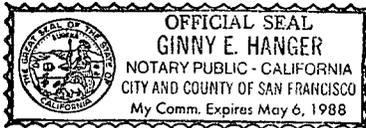
By: *[Signature]*
 Title: President
 Date: 3/6/87

SABINE RIVER & NORTHERN
 RAILROAD COMPANY

By: *[Signature]*
 Title: Executive Vice President
 Date: February 11, 1987

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

On this 6th day of March, 1987, 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. 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

STATE OF Texas)
) ss:
COUNTY OF Orange)

On this 11th day of February, 1987, before me personally appeared Robert L. Williams, to me personally known, who being by me duly sworn says that such person is Executive Vice President of Sabine River & Northern 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.

Deloris Hall
Notary Public

EQUIPMENT SCHEDULE NO. 2.A.

Itel Rail Corporation as successor in interest to SSI Rail Corp., hereby leases the following Boxcars to Sabine River & Northern Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of December 23, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	Boxcar Steel, Plate C	SRN 5350-5366, 5368-5399	50'6"	9'6"	11'0"	10'	49

ITEL RAIL CORPORATION

By: *[Signature]*
Title: President
Date: 3/6/87

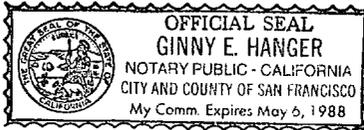
SABINE RIVER & NORTHERN
RAILROAD COMPANY

By: *[Signature]*
Title: Executive Vice President
Date: February 11, 1987

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

On this 6th day of March, 1987, 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.A. 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 Texas)
) ss:
COUNTY OF Orange)

On this 11th day of February, 1987, before me personally appeared Robert L. Williams, to me personally known, who being by me duly sworn says that such person is Executive Vice President of Sabine River & Northern Railroad Company, that the foregoing Equipment Schedule No. 2.A. 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.

Deloris Haef
Notary Public