

ITEL

RECORDATION NO. 9460-19 Filed 1425

Istel Rail Corporation

October 3, 1985

NOV 12 1985 - 10 35 AM

55 Francisco
San Francisco, California 94133
(415) 984-4000
Telex 34234

INTERSTATE COMMERCE COMMISSION

5-316A044

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

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 Istel Rail Corporation for filing and recordation under the Lease Agreement dated as of April 25, 1978, between Istel Corporation, Rail Division, as predecessor in interest to Istel Rail Corporation, and Mississippi Export Railroad Company, which was filed with the ICC on June 27, 1978 and given ICC Recordation No. 9460, four (4) counterparts of the following document:

Amendment No. 3 to the April 25, 1978 Lease between Istel Corporation, Rail Division, and Mississippi Export Railroad Company

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

1. Istel Rail Corporation (Lessor)
55 Francisco Street, 5th floor
San Francisco, California 94133
2. Mississippi Export Railroad Company (Lessee)
Box 743
Moss Point, Mississippi 39563

NOV 12 1985
Jete
Fee \$ 10.00
CC Washington, D. C.

The equipment covered by this Amendment is twenty-three (23) boxcars bearing reporting marks MSE 900-914, ^{916-919,} 921-924, and fifty-six (56) boxcars bearing reporting marks MSE 1825-1880.

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, 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

DMB:ps
Enclosures

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

NOV 12 12 48 PM '85
MOTOR OPERATING UNIT
TOP OFFICE OF THE SECRETARY

Handwritten notes:
Thank this will be
9460-6
A counterpart of Howard M. Brown

9460-G

RECORDATION NO. 9460-10 Filed 1425

09/24/85 ASSIGNED TO FIRST SECURITY BANK OF UTAH, N.A., TRUSTEE, UNDER A LEASE ASSIGNMENT DATED AS OF October 28, 1985

NOV 12 1985 - 10 55 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 3

LESSOR'S INTEREST ASSIGNED TO FIRST SECURITY BANK OF UTAH, N.A., WITH RESPECT TO CARS NUMBERED MSE 1825-1848

THIS AMENDMENT NO. 3 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of April 25, 1978 between Itel Corporation, Rail Division and MISSISSIPPI EXPORT RAILROAD COMPANY ("Lessee") is made this 28th day of October, 1985 between ITEL RAIL CORPORATION, as successor in interest to Itel Corporation, Rail Division ("Itel Rail"), and Lessee.

RECITALS:

- A. Itel Rail and Lessee are parties to the Agreement pursuant to which two hundred twenty (220) boxcars bearing reporting marks from within the series MSE 800-999 and MSE 1800-1824 (together with the boxcars listed on the Schedules attached hereto, the "Cars") have been leased and delivered by Itel Rail to Lessee.
- B. The Car bearing the reporting mark MSE 915 was destroyed on August 15, 1985.
- C. Pursuant to the Agreement, two (2) additional groups of twenty-five (25) boxcars each, may, upon the mutual agreement of Itel Rail and Lessee, be added to the Agreement.
- D. Itel Rail and Lessee desire to add to the Agreement the twenty-five (25) boxcars bearing the reporting marks MSE 1825-1849 and six (6) boxcars bearing the reporting marks MSE 1850-1855.

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204
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NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement shall have the meanings defined therein when used in this Agreement.
- 2. Equipment Schedules No. 5.A., 10.A. and 11.A. are hereby deleted in their entirety and replaced by Equipment Schedules No. 5.B., 10.B., 10.C. and 11.B.
- 3. The Cars on Equipment Schedules No. 10.B. and 10.C. shall be delivered upon the final execution of this Amendment and the Cars on Equipment Schedule No. 11.B. shall only be delivered upon the mutual written consent of the parties.
- 4. All references in Amendment No. 2 to the Agreement ("Amendment No. 2") to Equipment Schedule No. 10.A. shall be deemed to refer to Equipment Schedules No. 10.B. and 10.C. and all references in Amendment No. 2 to Equipment Schedule No. 11.A. shall be deemed to refer to Equipment Schedule No. 11.B.

5. With respect to the Cars on Equipment Schedule No. 10.C. only, the words "on September 27, 1993" in Subsection 2.A. of the Agreement shall be replaced by the words "on July 1, 1991".
6. Except as expressly modified by this Amendment, all terms and provisions of the 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: *AP Mayer*

Title: President

Date: October 28, 1985

MISSISSIPPI EXPORT RAILROAD COMPANY

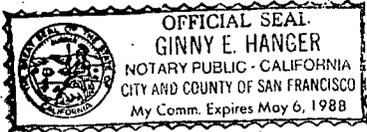
By: *R. G. Paul*

Title: Vice President & General Manager

Date: September 26, 1985

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

On this 28th day of October, 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 Amendment No. 3 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 MISSISSIPPI)
) ss:
COUNTY OF JACKSON)

On this 26th day of September, 1985, before me personally appeared R. A. Paul, to me personally known, who being by me duly sworn says that such person is Vice President - General Manager of Mississippi Export Railroad Company, that the foregoing Amendment No. 3 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.

Norm Lee
Notary Public
My Commission Expires 12-5-86

EQUIPMENT SCHEDULE NO. 5.B.

Itel Rail Corporation hereby leases the following Cars to Mississippi Export Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of April 25, 1978.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	70-Ton 50'6" Inside Length, Plate C With Nailable Steel Floors, 10' Wide Door Opening, Sliding Type Doors With End of Car Cushioning, Single Sheath Boxcar	MSE 900-914, 916-919, 921-924	50'6"	9'6"	11'1"	10'	23

ITEL RAIL CORPORATION

By: *[Signature]*

Title: President

Date: October 28, 1985

MISSISSIPPI EXPORT RAILROAD COMPANY

By: *[Signature]*

Title: Vice President & General Manager

Date: September 26, 1985

EQUIPMENT SCHEDULE NO. 10.B.

Itel Rail Corporation hereby leases the following Cars to Mississippi Export Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of April 25, 1978.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions			Doors Width	No. of Cars
				Inside Width	Height			
XM	70-Ton 50'6" Inside Length, Plate C With Nailable Steel Floors, With Center of Car 20" Cushioning, Single Sheath Boxcar	MSE 1825-1848	50'6"	9'6"	10'7"	2-8' Plug	24	

ITEL RAIL CORPORATION

By: *J. H. Hayes*

Title: President

Date: October 28, 1985

MISSISSIPPI EXPORT RAILROAD COMPANY

By: *R. C. Paul*

Title: Vice President & General Manager

Date: September 26, 1985

EQUIPMENT SCHEDULE NO. 10.C.

Itel Rail Corporation hereby leases the following Cars to Mississippi Export Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of April 25, 1978.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions Inside Width	Height	Doors Width	No. of Cars
XM	70-Ton 50'6" Inside Length, Plate C With Nailable Steel Floors, With Center of Car 20" Cushioning, Single Sheath Boxcar	MSE 1849	50'6"	9'6"	10'7"	2-8' Plug	1
		MSE 1850-1855	50'6"	9'6"	10'7"	2-8' Plug	6

ITEL RAIL CORPORATION

By: *A. Hayes*

Title: President

Date: October 20, 1985

MISSISSIPPI EXPORT RAILROAD COMPANY

By: *R. C. Paul*

Title: Vice President & General Manager

Date: September 26, 1985

EQUIPMENT SCHEDULE NO. 11.B.

Itel Rail Corporation hereby leases the following Cars to Mississippi Export Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of April 25, 1978.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions Inside Width	Height	Doors Width	No. of Cars
XM	70-Ton 50'6" Inside Length, Plate C With Nailable Steel Floors, With Center of Car 20" Cushioning, Single Sheath Boxcar	MSE 1856-1880	50'6"	9'6"	10'7"	2-8' Plug	25

ITEL RAIL CORPORATION

By: *J. Hayes*

Title: President

Date: October 28, 1985

MISSISSIPPI EXPORT RAILROAD COMPANY

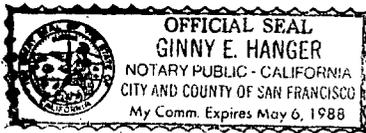
By: *R. C. Paul*

Title: Vice President & General Manager

Date: September 26, 1985

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

On this 28th day of October, 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 Schedules No. 5.B., 10.B., 10.C. and 11.B. were 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 MISSISSIPPI)
) ss:
COUNTY OF JACKSON)

On this 26th day of September, 1985, before me personally appeared R. A. Paul, to me personally known, who being by me duly sworn says that such person is Vice President General Manager of Mississippi Export Railroad Company, that the foregoing Equipment Schedules No. 5.B., 10.B., 10.C. and 11.B. were 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.

Norm Lee
Notary Public

My Commission Expires 12-5-86