

# ITEL

## Itel Rail Corporation

March 13, 1987

RECORDATION NO. 8246 SM Filed & Recorded  
55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000

MAR 31 1987 11-50 AM

7-090A064

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

INTERSTATE COMMERCE COMMISSION

No. ....  
Date **MAR 31 1987** .....

Fee \$ 10.00 .....

Re: Amendment No. 5 dated March 4, 1987, to the Lease Agreement dated March 26, 1976, between Itel Rail Corporation, as successor in interest to Itel Corporation and SSI Rail Corp. and Sabine River & Northern Railroad Company

ICC Washington, D.C.

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 March 26, 1976, among Itel Corporation, SSI Rail Corp., and Sabine River & Northern Railroad Company, which was filed with the ICC on March 26, 1976, and given Recordation No. 8246.

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

The equipment covered by this Amendment are two hundred ninety-two (292) 50'6", XM boxcars bearing reporting marks SRN 5000-5199 (n.s.) and SRN 5200-5299 (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

MOTOR OPERATING UNIT  
MAR 31 11 45 AM 1987  
ICC OFFICE OF THE SECRETARY

Interstate Commerce Commission  
Washington, D.C. 20423

4/1/87

OFFICE OF THE SECRETARY

Patricia Schumacker  
Ite! Rail Corporation  
55 Francisco Street  
San Francisco, Calif. 94]33

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/31/87 at 11:50am, and assigned re-  
recording number(s). 8246-M  
13579-F

Sincerely yours,

*Norita R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

02/27/87

MAR 31 1987 11-50 AM

AMENDMENT NO. 5

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 5 (the "Amendment") to that certain Lease Agreement (the "Lease Agreement ") made as of March 26, 1976, as amended, among ITEL Corporation, SSI Rail Corp. and SABINE RIVER & NORTHERN RAILROAD COMPANY ("Lessee") is made this 4th day of March, 1987 between ITEL RAIL CORPORATION, as successor in interest to ITEL Corporation and SSI Rail Corp., ("Lessor") and Lessee.

RECITALS:

A. Lessor and Lessee are parties to the Lease pursuant to which two hundred ninety-two (292) boxcars bearing the reporting marks SRN 5000-5299 (the "Boxcars") have been leased and delivered by Lessor to Lessee.

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. Subsection 3.C. of the Lease Agreement shall be replaced in its entirety by the following:

"C. Additional Boxcars shall be leased from Lessor by Lessee only upon the mutual agreement of the parties. During the term of this Agreement, Lessor may, at its expense, replace any or all of the Boxcars, including destroyed Boxcars, with similar boxcars upon prior written notice from Lessor to Lessee; provided, however, that any such replacement shall not prevent or prohibit Lessee from fulfilling its obligations to provide transportation and facilities upon reasonable request therefor, and provided further that, only with respect to Boxcars from within the Series SRN 5000-5299 other than destroyed Boxcars, such similar boxcars shall be of the type and description of such replaced Boxcars."

- 3. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
- 4. 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

SABINE RIVER & NORTHERN RAILROAD COMPANY

By: [Signature]

By: [Signature]

Title: President

Title: Executive Vice President

Date: 3/6/87

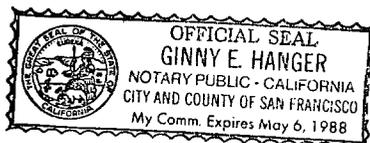
Date: March 4, 1987

Assigned to Manufacturers Hanover Leasing Corporation pursuant to the Railroad Equipment Lease Agreement dated June 28, 1977, with respect to the boxcars marked SRN 5200-5299.

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. 5 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 4th day of March, 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. 5 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