

**ITEL**

REGISTRATION NO. 14029-F Filed 1425

**MAY 6 1986 5:50 PM**  
**INTERSTATE COMMERCE COMMISSION**

**IteI Rail Corporation**  
55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000

April 28, 1986

No. **6-126A030**

Date MAY 6 1986

Fee \$ 10.00

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

Re: **Amendment No. 2 to the April 20, 1983 Lease Between IteI Rail Corporation and McCloud River Railroad Company**

Dear Mr. Bayne:

On behalf of IteI Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 USC §11303(a), along with a check in the amount of \$10 covering the recordation fee.

Please record this Assignment under the Lease Agreement dated April 20, 1983 between IteI Rail Corporation and McCloud River Railroad Company, which was filed with the ICC on or about March 27, 1983 and given Recordation No. 14029.

The names and addresses of the parties to the aforementioned Assignment are listed below:

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

McCloud River Railroad Company (Lessee)  
P.O. Drawer A  
McCloud, California 96057

This Amendment adds ninety-five (95) 50'6", Plate C, XM general purpose boxcars bearing reporting marks MR 3000-3023, MR 3025-3077, MR 3080-3082, MR 3084-3086 and MR 3088-3099, and deletes one (1) boxcar bearing reporting mark MR 4080.

Once filed, please return to the bearer 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,

  
Josie Villaflores  
Legal Assistant

JV:ps  
Enclosures

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

*this one is 14029-F*

*C. S. [Signature]*

10158

**Interstate Commerce Commission**

Washington, D.C. 20423

5/6/86

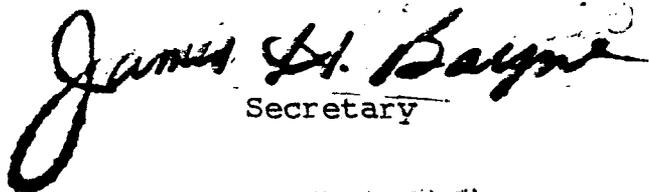
OFFICE OF THE SECRETARY

Josie Villaflores  
Legal Assist.  
Itel Rail Corporation  
55 Francisco Street  
San Francisco, Calif. 94133

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 5/6/86 at 4:10:50am and assigned re-  
recording number(s). 14029-F

Sincerely yours,

  
Secretary

Enclosure(s)

SE-30  
(7/79)

04/17/86

REGISTRATION NO. 14039 F Filed 1425

MAY 6 1986 50 PM

AMENDMENT NO. 2

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 2 (the "Amendment") to that certain Lease Agreement (the "Agreement") dated as of April 20, 1983, as amended, between ITEL Corporation, Rail Division and McCLOUD RIVER RAILROAD COMPANY ("Lessee") is made this 28th day of April, 1986 between ITEL RAIL CORPORATION, as successor in interest to ITEL Corporation, Rail Division, ("Lessor") and Lessee.

RECITALS:

- A. Lessor and Lessee are parties to the Agreement pursuant to which Lessor has leased and delivered to Lessee fifty-two (52) boxcars marked MR 4041, MR 4080, MR 4084 and MR 7177-7225 (together with the boxcars on the Equipment Schedules attached hereto, the "Cars").
- B. Lessor and Lessee desire to remove from the Agreement the Car marked MR 4080 which was destroyed on or about September 30, 1985.
- C. Lessor and Lessee desire to add ninety-five (95) Cars bearing reporting marks within MR 3000-3099 to the Agreement.

NOW, THEREFORE, 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 Schedule No. 1.A. to the Agreement is hereby deleted in its entirety and replaced by Equipment Schedule No. 1.B. attached hereto.
- 3. Equipment Schedule No. 3 attached hereto is hereby added to the Agreement.
- 4. All references to Equipment Schedule No. 2 in the Agreement shall be deemed to refer likewise to Equipment Schedule No. 3.
- 5. Except as expressly modified by this Amendment, all terms and provisions shall remain in full force and effect with respect to all of the Cars subject to the Agreement.

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

ASSIGNED TO FIRST SECURITY BANK OF UTAH, N.A., TRUSTEE, UNDER A LEASE ASSIGNMENT DATED AS OF April 28, 1986

- MR 3000 - 3023
- MR 3025 - 3077
- MR 3080 - 3082
- MR 3084 - 3086
- MR 3088 - 3099

6. This Amendment may be executed by the parties hereto in any number of counterparts and all the counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

By: *D. Hayes*

Title: *President*

Date: *4/28/86*

McCLOUD RIVER RAILROAD COMPANY

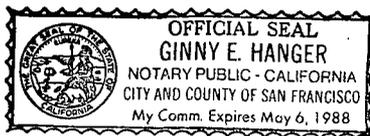
By: *Paul A. Zales*

Title: *PRESIDENT*

Date: *4-24-86*

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

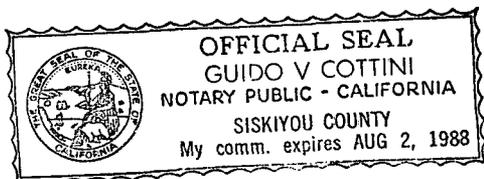
On this 28th day of April, 1986, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of ITEL Rail Corporation, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, 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

STATE OF California )  
                                  ) ss:  
COUNTY OF Siskiyou )

On this 24th day of April, 1986, before me personally appeared Paul A. Zalec, to me personally known, who being by me duly sworn says that such person is President of McCloud River Railroad Company, that the foregoing Amendment 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.



Guido V. Cottini  
Notary Public

EQUIPMENT SCHEDULE NO. 1.B.

Itel Rail Corporation hereby leases the following Cars to McCloud River Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of April 20, 1983.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	Box, Steel, Nailable Steel Floor, Cushioned Underframe	MR 4041 MR 4084	50'6"	9'6"	10'7"	16' Double Sliding Doors	2

ITEL RAIL CORPORATION

By: *AP Hayes*

Title: *President*

Date: *4/28/86*

McCLOUD RIVER RAILROAD COMPANY

By: *Paul A. Zales*

Title: *PRESIDENT*

Date: *4-24-86*

EQUIPMENT SCHEDULE NO. 3

Itel Rail Corporation hereby leases the following Cars to McCloud River Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of April 20, 1983.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	70-ton Plate C, Nailable steel floor, end of car cushioning	MR 3000-3023 3025-3077 3080-3082 3084-3086 3088-3099	50'6"	9'6"	11'0"	16' Double Sliding Doors	95

ITEL RAIL CORPORATION

By: *AP Hayes*

Title: *President*

Date: *4/28/86*

McCLOUD RIVER RAILROAD COMPANY

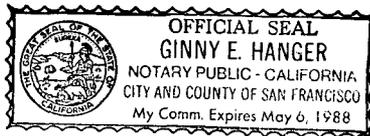
By: *Paul A. Zales*

Title: *PRESIDENT*

Date: *4-24-86*

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

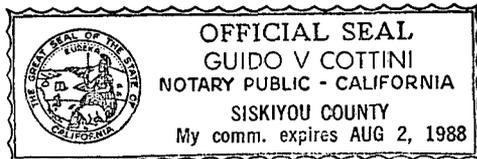
On this 28th day of April, 1986, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Equipment Schedules No. 1.B. and No. 3 were signed on behalf of said corporation by authority 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 California )  
 ) ss:  
COUNTY OF Siskiyou )

On this 24th day of April, 1986, before me personally appeared Paul A. Zalec, to me personally known, who being by me duly sworn says that such person is President of McCloud River Railroad Company, that the foregoing Equipment Schedules No. 1.B. and No. 3 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.



GUIDO V. COTTINI  
Notary Public