

# ITEL

October 5, 1987

RECORDATION NO. 14029 Filed 1426

**Istel Rail Corporation**

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

OCT 9 1987 - 10 02 AM

10/19/87  
20.00  
Washington, D.C.

Hon. Noretta R. McGee INTERSTATE COMMERCE COMMISSION  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Re: Amendment No. 6 dated September 30, 1987, to the Lease Agreement dated April 20, 1983, between Istel Corporation, Rail Division, and McCloud River Railroad Company

Dear Ms. McGee:

On behalf of Istel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$20 recordation fee.

Please record this Amendment under the Lease Agreement dated April 20, 1983, between Istel Corporation, Rail Division, and McCloud River Railroad, which was filed with the ICC on May 27, 1983, under Recordation No. 14029. Please cross-index this Amendment to the Equipment Trust Agreement dated January 1, 1982, between Istel Corporation and First Security Bank of Utah, N.A., which was filed with the ICC on September 23, 1983, under Recordation No. 14165.

The parties to the aforementioned instrument are listed below:

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

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

This Amendment amends the Lease Agreement to reflect the correct reporting marks of seventy (70) boxcars assigned to the Illinois Central Gulf Railroad ("ICG") under an Assignment Agreement dated June 16, 1987, between Lessee and ICG, which boxcars now bear reporting marks MR 11100-11124 and MR 11125-11169.

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 Department

07/14/87

RECORDATION NO. 1402947 Filed 1426

OCT 9 1987 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 6

ASSIGNED TO FIRST SECURITY BANK OF UTAH, N.A., TRUSTEE, UNDER A LEASE ASSIGNMENT.

THIS AMENDMENT NO. 6 (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 30<sup>th</sup> day of September, 1987 between ITEL RAIL CORPORATION, as successor in interest to ITEL Corporation, Rail Division, ("Lessor") and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Agreement pursuant to which Lessor has leased to Lessee two hundred forty-seven (247) boxcars bearing the reporting marks from within the series MR 4041, MR 4084, MR 7177-7225, and MR 8000-8814 and MR 4000-4099 (non-sequential) (together with the boxcars on the Equipment Schedules attached hereto, the "Cars").
- B. Pursuant to Amendment No. 5 dated July 1, 1987, to the Agreement, ("Amendment No. 5") Lessor and Lessee agreed to assign the seventy (70) Cars bearing the reporting marks MR 4000-4099 (non-sequential) and MR 8790-8814 to the Illinois Central Gulf Railroad Company ("ICG") subject to the terms of the Assignment Agreement dated June 16, 1987, between Lessee and ICG ("ICG Assignment").
- C. The seventy (70) Cars to be assigned to ICG have been registered in the Universal Machine Language Equipment Register ("UMLER") as being of the "XP" designation and under new reporting marks.
- D. Lessor and Lessee desire to amend the Agreement to reflect the correct reporting marks of the seventy (70) Cars referred to in Recitals B and C hereinabove.

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 Amendment.
- 2. This Amendment shall be effective July 1, 1987.
- 3. Equipment Schedules No. 6.A. and No. 7 to the Agreement shall be deleted in their entirety and shall be replaced by Equipment Schedules No. 6.B. and No. 7.A. attached hereto.
- 4. Any references to Equipment Schedules No. 6.A. and No. 7 in Amendment No. 5 to the Agreement shall be deemed to refer to Equipment Schedules No. 6.B. and No. 7.A., respectively.

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.

5. Lessee shall effect the execution of Amendment No. 1 to the ICG Assignment attached hereto as Exhibit A to reflect the correct reporting marks of the assigned Cars and shall provide Lessor with a copy of such Amendment No. 1 when fully executed.
6. 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.
7. 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:   
Title: President  
Date: 9/30/87

**McCLOUD RIVER RAILROAD COMPANY**

By:   
Title: President  
Date: 7/22/87

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

On this 30th day of September, 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. 6 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.

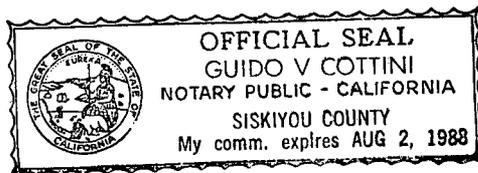
*Sharon L. Van Fossan*  
\_\_\_\_\_  
Notary Public



STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SISKIYOU )

On this 22nd day of July, 1987, 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. 6 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. 6.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, as amended.

| A.A.R.<br>Mech.<br>Desig. | Description  | Numbers            | Length | Dimensions      |        |                          | Doors<br>Width | No.<br>of<br>Cars |
|---------------------------|--|--------------------|--------|-----------------|--------|--------------------------|----------------|-------------------|
|                           |  |                    |        | Inside<br>Width | Height | Width                    |                |                   |
| XP                        | Box, Steel, Nailable<br>Steel Floor, Cushioned<br>Underframe | MR 11100-<br>11124 | 50'6"  | 9'6"            | 10'7"  | 2-8'<br>Sliding<br>Doors | 25             |                   |

Replaces Equipment Schedule No. 6.A. executed July 1, 1987.

ITEL RAIL CORPORATION

By: \_\_\_\_\_

Title: President

Date: 9/30/87

McCLOUD RIVER RAILROAD COMPANY

By: \_\_\_\_\_

Title: President

Date: 7/22/87

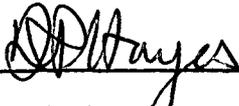
EQUIPMENT SCHEDULE NO. 7.A.

Istel 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, as amended.

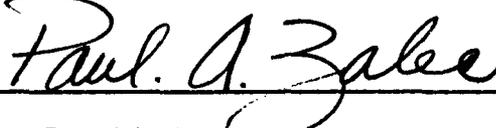
| A.A.R. Mech. Desig. | Description   | Numbers        | Length | Dimensions Inside Width | Height | Doors Width              | No. of Cars |
|---------------------|---|----------------|--------|-------------------------|--------|--------------------------|-------------|
| XP                  | Box, Steel,<br>Nailable Steel<br>Floor, Cushioned<br>Underframe | MR 11125-11169 | 50'6"  | 9'6"                    | 10'7"  | 2-8'<br>Sliding<br>Doors | 45          |

Replaces Equipment Schedule No. 7 executed July 1, 1987.

ITEL RAIL CORPORATION

By:   
Title: President  
Date: 9/30/87

MC CLOUD RIVER RAILROAD COMPANY

By:   
Title: President  
Date: 7/22/87

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

On this 30th day of September, 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 Schedules No. 6.B. and No. 7.A. 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.

*Sharon L. Van Fossan*  
\_\_\_\_\_  
Notary Public



STATE OF CALIFORNIA     )  
                                  ) ss:  
COUNTY OF SISKIYOU     )

On this 22nd day of July, 1987, 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. 6.B. and No. 7.A. 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

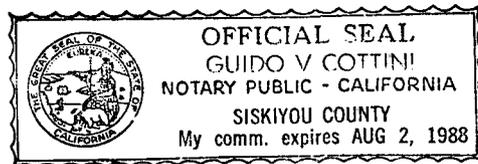


EXHIBIT A

Mr. R. F. Seymour  
Director-Car Management & Distribution  
Illinois Central Gulf Railroad Company  
233 North Michigan Avenue  
Chicago, Illinois 60601

RE: Assignment Agreement dated June 16, 1987 ("Assignment Agreement")  
between McCloud River Railroad Company ("Assignor") and Illinois Central  
Gulf Railroad Company ("Assignee")

Dear Mr. Seymour:

Please accept this letter as Amendment No. 1 to the Assignment Agreement. Effective June 16, 1987, the words "bearing the reporting marks from within the series MR 4000-4099 and MR 8790-8814 (the 'Boxcars')" in the first sentence of the Assignment Agreement shall be deleted and replaced by the words "bearing the reporting marks from within the series MR 11100-11169 (the 'Boxcars').".

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

Please indicate your concurrence to the above terms and conditions by signing both enclosed originals and returning one fully-executed original to me.

Sincerely,

Paul A. Zalec  
President

CONCURRENCE BY:

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_