

# ITEL

January 13, 1987

## Itel Rail Corporation

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

RECORDATION NO. 14002-F Filed & Recorded

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

JAN 21 1987 11-40 AM

INTERSTATE COMMERCE COMMISSION

**Re: Amendment No. 5 to the February 17, 1983 Lease Agreement between Itel Corporation, Rail Division, and Soo Line 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 49 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 February 17, 1983, between Itel Corporation, Rail Division, and Soo Line Railroad Company, which was filed with the ICC on April 11, 1983, and given Recordation No. 14002.

The parties to the aforementioned Amendment are listed below:

Itel Rail Corporation (Assignor)  
55 Francisco Street  
San Francisco, California 94133

First Security Bank of Utah, N.A. (Assignee)  
79 South Main Street  
Salt Lake City, Utah 84111

The equipment covered by this Amendment are one hundred thirty-nine (139) 89'4", 70-ton, flush deck flatcars bearing reporting marks SOO 54754-54793, SOO 54794-54843 and SOO 54845-54893.

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,

*patricia schumacker*

Patricia Schumacker  
Legal Department

:ps  
Enclosures

cc: Ginny Hanger

7-021A044

JAN 22 1987

10.00

D. G.

ICC OFFICE OF  
THE SECRETARY  
JAN 21 11 31 AM '87  
MOTOR OPERATING UNIT

Interstate Commerce Commission  
Washington, D.C. 20423

1/21/87

OFFICE OF THE SECRETARY

Patricia Schumacker  
Airtel Rail Corp.  
35 Francisco St.  
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 1/21/87 at 11:40 am, and assigned re-  
recording number(s). 14002 - F

Sincerely yours,

Noreta R. McGee  
Secretary

Enclosure(s)

06/04/86

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

RECORDATION NO. 14002-F Filed & Recorded

JAN 21 1987 11-40 AM

INTERSTATE COMMERCE COMMISSION

THIS INSTRUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF HELLER FINANCIAL, INC. UNDER THE HELLER AMENDMENT NO. 5 FINANCIAL, INC. LOAN AND SECURITY AGREEMENT WITH ITEL RAIL CORPORATION DATED AS OF SEPTEMBER 30, 1986.

THIS AMENDMENT NO. 5 (the "Amendment") to that certain Lease Agreement dated as of February 17, 1983, as amended, (the "Agreement") between Itel Corporation, Rail Division and SOO LINE RAILROAD COMPANY ("Lessee") is made as of this 29th day of December, 1986 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 two hundred (200) flatcars bearing the reporting marks SOO 54694-54843 and SOO 54845-54894 (the "Cars") have been leased by Lessor to Lessee.
- B. Lessor and Lessee desire to extend the Term with respect to the Cars.
- C. Lessor and Lessee desire to modify one hundred thirty-nine (139) Cars for each Car to carry two (2), forty-five foot (45') Trailers.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties 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. Effective March 1, 1986, Section 2 of the Agreement is replaced by the following:

"2. TERM

This Agreement shall remain in full force until it is terminated as to all of the Cars as provided herein. The term of the Agreement with respect to each Car described on Equipment Schedules No. 1, No. 2.A., No. 3.A. and Amended Equipment Schedule No. 4 shall commence at 12:00 P.M. on the date and at the location that such Car is restencilled pursuant to Section 3.A. and with respect to each Car on Equipment Schedule No. 5.A. shall commence at 12:01 p.m. on April 17, 1986, and shall expire as to all of the Cars described on each Equipment Schedule at 11:59 P.M. on September 1, 1991 (the 'Term')."

- 3. Equipment Schedules No. 2, Amended Equipment Schedule No. 3 and Equipment Schedule No. 5 attached to the Agreement are respectively replaced by Equipment Schedules No. 2.A., No. 3.A. and No. 5.A. attached hereto.

4. Lessor shall be initially responsible for all costs associated with modifying the Cars bearing the reporting marks S00 54754-54843 and S00 54845-54893 to carry two (2), forty-five foot (45') trailers. At the commencement of such modification with respect to the Cars, the words:

"provided, however, that Lessee's Revenue Sharing Portion shall be paid to Lessor until it is, in the aggregate, equal to the Lessor's out of pocket expenses for modifying the Cars described on Equipment Schedule No. 1 attached hereto by attaching sliding bridgeplates thereto."

in Subsection 7.C.(ii) of the Agreement shall be replaced by the words:

"provided, however, that Lessee's Revenue Sharing Portion shall be paid to Lessor until it is, in the aggregate, equal to all costs paid by Lessor for the modification of each Car bearing the reporting marks S00 54754-54843 and S00 54845-54893 to carry two (2), forty-five foot (45') trailers."

5. The words "sixty-two (62) percent" in Subsection 7.E. of the Agreement are hereby replaced by the words "sixty-five percent (65%)" each time such words appear.

6. A new Subsection 7.G. shall be added to the Agreement as follows:

"If, at any time during the Term, the ICC abandons or lowers the per diem or mileage rates in effect for the Cars as of the ~~XXXX~~ <sup>911</sup> effective date ~~execution~~ of this Agreement, ("Current Car Hire Rates") Lessor and Lessee agree to negotiate a new lease agreement, provided, <sup>RK</sup> however, that if a new lease agreement cannot be mutually agreed upon, Lessor may, at its option and upon not less than thirty (30) days' prior written notice to Lessee, terminate this Agreement with respect to any number of Cars."

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

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

ITEL RAIL CORPORATION

S00 LINE RAILROAD COMPANY

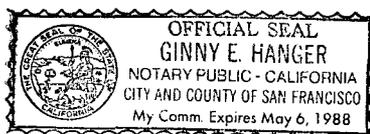
By: Robert Kiehnle  
Title: Vice President Finance  
Date: 12/29/86

By: K R Hoepner  
Title: SVP - International  
Date: ~~8/29/86~~ 11/6/87

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

On this 29th day of December, 1986, before me personally appeared Robert Kiehle, to me personally known, who being by me duly sworn says that such person is Vice President Finance 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.

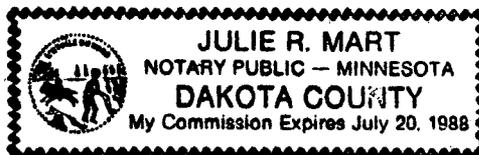
Ginny E. Hanger  
Notary Public



STATE OF Minnesota )  
  ) ss:  
COUNTY OF Dakota )

On this 6th day of January, 1987, before me personally appeared K. R. Hoepner, to me personally known, who being by me duly sworn says that such person is SVP - Intermodal of Soo Line 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.

Julie R. Mart  
Notary Public



EQUIPMENT SCHEDULE NO. 2.A.

Itel Rail Corporation hereby leases the following Cars to Soo Line Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of February 17, 1983.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions Inside Width	Height	Doors Width	No. of Cars
FC	70'-Ton Flush Deck Flatcar, Mfg. By: Pullman-Standard Built: 11/78-2/79 Lot#: 1016 AAR Car Type Code: P829 Handling Capabilities: (2) 45' trailers (dry van with 36" King Pin setting without nose mounted reefer) 20'-40' containers.	SOO 54754-54793	89' 4"	N/A	N/A	N/A	40

ITEL RAIL CORPORATION

By: Robert Kiehule  
Title: Vice President Finance  
Date: 12/29/86

SOO LINE RAILROAD COMPANY

By: K R Hoeyner  
Title: JVP - International  
Date: ~~8/17/86~~ 11/6/87

EQUIPMENT SCHEDULE NO. 3.A.

Itel Rail Corporation hereby leases the following Cars to Soo Line Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of February 17, 1983.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions Inside Width	Height	Doors Width	No. of Cars
FC	70'-Ton Flush Deck Flatcar, Mfg. By: Pullman-Standard Built: 11/78-2/79 Lot#: 1016 AAR Car Type Code: P829 Handling Capabilities: (2) 45' trailers (dry van with 36" King Pin setting without nose mounted reefer) combination of 20'-40' containers.	S00 54794-54843	89' 4"	N/A	N/A	N/A	50

ITEL RAIL CORPORATION

By: Robert Kehlund  
Title: Vice President Finance  
Date: 12/29/86

SOO LINE RAILROAD COMPANY

By: K R Hoopner  
Title: SVP - Internal  
Date: ~~07/29/86~~ 1/6/87

EQUIPMENT SCHEDULE NO. 5.A.

Itel Rail Corporation hereby leases the following Cars to Soo Line Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of February 17, 1983.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions Inside Width	Height	Doors Width	No. of Cars
FC	70'-Ton Flush Deck Flatcar, AAR Type Code P829 Handling capabilities: (2) 45' trailers (dry van with 36" King Pin setting without nose mounted reefer) or combination of 20'-40' containers	S00 54845-54893	89' 4"	N/A	N/A	N/A	49

The Cars described on this Equipment Schedule No. 5 shall have been manufactured by the following:

- a. Pullman-Standard  
Built 11/78-7/79  
Lot #: 1016

ITEL RAIL CORPORATION

By: Robert Kiehule  
Title: Vice President Finance  
Date: 12/29/86

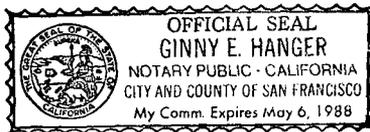
SOO LINE RAILROAD COMPANY

By: KR Hoegner  
Title: SVP - Intermodal  
Date: ~~1/9/86~~ 1/6/87

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

On this 29th day of December, 1986, before me personally appeared Robert Kiehnle, to me personally known, who being by me duly sworn says that such person is Vice President Finance of Itel Rail Corporation, that the foregoing Equipment Schedules No. 2.A., No. 3.A. and No. 5.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.

Ginny E Hanger  
Notary Public



STATE OF Minnesota)  
 ) ss:  
COUNTY OF Dakota )

On this 6th day of January, 1987, before me personally appeared J. R. Hoepner, to me personally known, who being by me duly sworn says that such person is SVP - Intermodal of Soo Line Railroad Company, that the foregoing Equipment Schedules No. 2.A., No. 3.A. and No. 5.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.

Julie R Mart  
Notary Public

