

RECORDATION NO. 14165-M FILED 1425

ITEL FEB 25 1986 -1 50 PM

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

January 29, 1986

\$10.00 filing fee

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

No. 6-0586A102
Date FEB 25 1986
Fee \$ 10.00

Dear Mr. Bayne:

ICC Washington, D.C.

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 October 19, 1984 between Istel Rail Corporation and Sabine River and Northern Railroad Co., which was filed with the ICC on December 3, 1984 and given Recordation No. 14165-M, four (4) counterparts of the following document:

this one is 14165-LH

Amendment No. 1

Also enclosed is a check in the amount of \$10 to cover the recording fee.

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

- (1) Istel Rail Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133
- (2) Sabine River and Northern Railroad Co. (Lessee)
P.O. Box 5000
Orange, Texas 77630

The equipment covered by this Amendment is fifty (50) fifty-foot, 70-ton, XM boxcars bearing reporting marks SRN 5450-5499.

Once filed, please return to the bearer the stamped counterparts not required for filing purposes together with the fee receipt and the letter from the ICC acknowledging the filings.

Very truly yours,

Denise M. Bottarini

Denise M. Bottarini
Senior Legal Assistant

DMB:ps
Enclosures

cc: Robert S. Clark
J. Michael Kelly

Denise Bottarini

FEB 25 1 45 P.M. '86

14165-LL

ASSIGNED TO FIRST SECURITY BANK OF UTAH, N.A., TRUSTEE, UNDER A LEASE ASSIGNMENT DATED AS OF January 13, 1986

RECORDATION FILE 14165-LL Filed 1425

09/26/85

LESSOR'S INTEREST ASSIGNED TO FIRST SECURITY BANK OF UTAH, N.A., WITH RESPECT TO CARS NUMBERED SRN5450-5499

FEB 25 1986 -1 50 PM

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of October 19, 1984 between ITEL RAIL CORPORATION ("Lessor") and SABINE RIVER AND NORTHERN RAILROAD COMPANY ("Lessee") is made this 30 day of December, 1985 between Lessor and Lessee.

RECITALS:

- A. Lessor and Lessee are parties to the Agreement pursuant to which fifty (50) boxcars bearing the reporting marks SRN 5400-5449 have been leased and delivered by Lessor to Lessee.
- B. The Agreement allows for fifty (50) additional boxcars to be leased by Lessor to Lessee upon the mutual consent of Lessor and Lessee.
- C. Lessor and Lessee desire to add fifty (50) boxcars bearing the reporting marks SRN 5450-5499 to the Agreement.
- D. Lessor and Lessee desire to change the term of the Agreement with respect to all of the boxcars subject to the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants 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 Amendment.
- 2. Equipment Schedules No. 2 and No. 3 shall be replaced in their entirety by Equipment Schedule No. 2.A. attached hereto.
- 3. Section 2 of the Agreement shall be replaced in its entirety by the following:

"2. Term

- A. 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 each Schedule shall commence at 12:01 a.m. on the date and at the location that such Car is remarked pursuant to Subsection 3.A., and shall expire as to all of the Cars described on Equipment Schedule No. 1 on February 23, 1987 and as to all of the Cars described on Equipment Schedule No. 2.A., one (1) year from the date on which the first Car on Equipment Schedule No. 2 was remarked (the "Initial Term").

B. If this Agreement has not been terminated early and no unremedied default has occurred, the Agreement shall be automatically extended for one (1) period of twelve (12) months (the "Extended Term") with respect to all of the Cars described on each Schedule, provided, however, that Lessor or Lessee may terminate this Agreement at the end of the Initial Term as to all, but not fewer than all, of the Cars on the Schedules by written notice delivered to the other not less than six (6) months prior to the end of the Initial Term."

4. Subsection 3.A. of the Agreement shall be modified by the addition of the following:

"The delivery of the Cars listed on Equipment Schedule No. 2.A. shall commence as follows:

(i) Prior to October 31, 1986, Lessee may, at its option, request that Lessor commence delivering the Cars by providing thirty (30) days' written notice to Lessor.

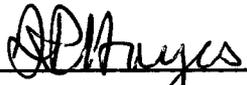
(ii) In the event that Lessee does not exercise its option to commence delivery as set forth in Subsection 2.A.(i) hereinabove, Lessee agrees to the following:

a) If the number of Cars on Lessee's line between November 1, 1986 and November 15, 1986 ("Calculation Dates") at no time exceeds two hundred (200) Cars, Lessor shall commence delivering the Cars after November 15, 1986. Lessee shall allow Lessor to instruct other railroads to reload the Cars between the Calculation Dates and, if requested by Lessor, shall interchange Cars off Lessee's lines for loading elsewhere.

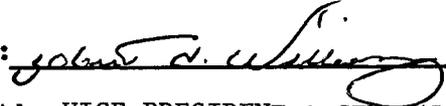
b) If the number of Cars on Lessee's line at any time between the Calculation Dates exceeds two hundred (200) Cars, Lessor shall not deliver the Cars to Lessee unless Lessee requests the delivery of the Cars. If the Cars are not delivered to Lessee, Equipment Schedule No. 2.A. shall be removed from the Agreement."

5. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
6. 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

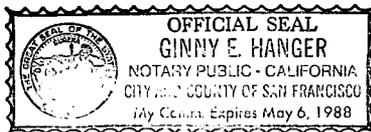
By: 
Title: President
Date: 1-13-86

**SABINE RIVER AND NORTHERN
RAILROAD COMPANY**

By: 
Title: VICE PRESIDENT & GENERAL MANAGER
Date: 12-30-85

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

On this 13th day of January, 198⁶~~5~~, 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. 1 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 30th day of December, 1985, before me personally appeared Robert S. Williams, to me personally known, who being by me duly sworn says that such person is Vice President & Gen. Mgr. of Sabine River Northern Railroad Company, that the foregoing Amendment No. 1 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

EQUIPMENT SCHEDULE NO. 2.A.

Itel Rail Corporation hereby leases the following Cars to Sabine River and Northern Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of October 19, 1984.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions Inside Width	Height	Doors Width	No. of Cars
XM	50' 70-Ton, Plate B Boxcar, Nailable Steel Floor, Cushion Underframe	SRN 5450-5499	50'6"	9'6"	10'7"	10' Sliding	50

ITEL RAIL CORPORATION

By: *J. Hayes*

Title: President

Date: 1-13-86

SABINE RIVER AND NORTHERN
RAILROAD COMPANY

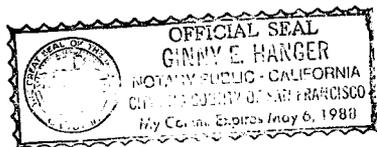
By: *Robert A. Whiting*

Title: VICE PRESIDENT & GENERAL MANAGER

Date: 12-30-85

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

On this 13th day of January, 198~~8~~⁶, 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 Schedule No. 2.A. 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 30th day of December, 1985, before me personally appeared Robert L. Williams, to me personally known, who being by me duly sworn says that such person is Vice President & Gen. Mgr. of Sabine River Northern Railroad Company, that the foregoing Equipment Schedule No. 2.A. 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