

ITEL

No. 6-140A047

Date **MAY 20 1986**

Fee \$ 70.00

ICC Washington, D.C.

May 16, 1986

14165 TT
Filed 1425
MAY 20 1986 - 3 00 PM

ITEL RAIL CORPORATION
INTERSTATE COMMERCE COMMISSION

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

\$10.00 filing fee

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

Re: Amendment No. 2 to the October 19, 1984 Lease Between Itel Rail Corporation and SABINE RIVER & NORTHERN RAILROAD COMPANY to First Security Bank of Utah, N.A., as Trustee

Dear Mr. Bayne:

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 October 19, 1984 between Itel Rail Corporation and SABINE RIVER & NORTHERN RAILROAD COMPANY, which was filed with the ICC on December 3, 1984 and given Recordation No. 14165-M.

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

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

Sabine River & Northern Railroad Company (Lessee)
P.O. Box 5000
Orange, Texas 77630

This Amendment changes the specifications of trust equipment bearing reporting marks SRN 5450-5499, thereby affecting Equipment Schedule No. 2.A and replacing it with Equipment Schedule No. 2.B.

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
Josie Villaflores
Legal Assistant

JV:ps
Enclosures

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

this one is 14165-TT

Clara...

14165 TT

04/21/86

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INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of October 19, 1984, as amended, between ITEL RAIL CORPORATION ("Lessor") and SABINE RIVER AND NORTHERN RAILROAD COMPANY ("Lessee") is made this 13th day of May, 1986 between Lessor and Lessee.

R E C I T A L S:

- 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 and fifty (50) boxcars bearing the reporting marks SRN 5450-5499 are to be delivered by Lessor to Lessee upon thirty (30) days' written notice to Lessor by Lessee.
- B. Lessor and Lessee desire to change the specifications of the boxcars bearing the reporting marks SRN 5450-5499.
- C. Lessor and Lessee desire to commence delivery of the boxcars bearing the reporting marks SRN 5450-5499.

NOW, THEREFORE, the parties hereto agree to amend the Agreement as follows:

- 1. All terms in the Agreement shall have the meanings defined therein when used in this Amendment.
- 2. Equipment Schedule No. 2.A. shall be replaced in its entirety by Equipment Schedule No. 2.B. attached hereto.
- 3. All references to Equipment Schedule No. 2.A. in the Agreement shall be deemed to refer to Equipment Schedule No. 2.B.
- 4. The phrase "Subsection 2.A.(i)" in Subsection 3.A.(ii) of the Agreement shall be changed to "Subsection 3.A.(i)".
- 5. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

LESSOR'S INTEREST ASSIGNED TO
FIRST SECURITY BANK OF
UTAH, N.A., WITH RESPECT TO
CARS NUMBERED SRN 5450
SRN 5451-5499

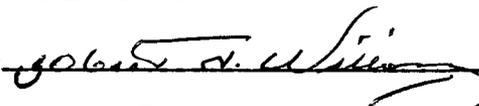
ASSIGNED TO FIRST SECURITY BANK
OF UTAH, N.A., TRUSTEE, UNDER
A LEASE ASSIGNMENT DATED
AS OF May 15, 1986

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

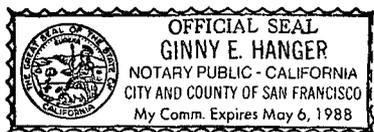
By: 
Title: President
Date: May 16, 1986

**SABINE RIVER AND NORTHERN
RAILROAD COMPANY**

By: 
Title: Vice President & Gen. Manager
Date: May 13, 1986

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

On this 16th day of May, 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

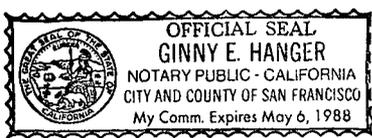
STATE OF Texas)
) ss:
COUNTY OF Orange)

On this 13th day of May, 1986, 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. Manager of Sabine River Northern 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.

Deloris Hall
Notary Public

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

On this 16th day of May, 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 IteI Rail Corporation, that the foregoing Equipment Schedule No. 2.B. 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 13th day of May, 1986, 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. Manager of Sabine River Northern Railroad Company, that the foregoing Equipment Schedule No. 2.B. 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