

ITEL RAIL

RECORDATION NO. 9756-G FILED 1983

AUG 1 - 1983 11:49 AM

INTERSTATE COMMERCE COMMISSION

55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234

July 19, 1983

No. 3-213A046

Date AUG 1 1983

Fee \$ 10.00 DJ

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

ICC Washington, D C.

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation as an additional filing under the Lease Agreement dated April 26, 1978 (the "Lease") between Itel Corporation, Rail Division ("Itel") and the East Camden and Highland Railroad Company (the "Lessee"), which was filed on October 11, 1978 at 2:45 p.m. and given recordation No. 9756, four counterparts of the following document:

*we think
this will be
9756-G*

Amendment No. 6 (the "Amendment") dated April 1, 1983 to the Lease between Itel and Lessee.

The names and addresses of the parties to the aforementioned Amendment

are:
I.C.C.
FEE OPERATION BRG:

1. East Camden and Highland Railroad Company
P.O. Box 3180
East Camden, Arkansas 71701
2. Itel Corporation, Rail Division
55 Francisco, 7th Floor
San Francisco, California 94133

The equipment covered by this Amendment is fifty (50) 60 foot 100 ton boxcars, A.A.R. mechanical designation XM, bearing reporting marks from within the series EACH 4001 through EACH 4100, inclusive.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

RECEIVED

AUG 1 11 49 AM '83

*Carri Newport
Andrew F. Blum*

Ms. Agatha Mergenovich, Secretary
July , 1983
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this letter.

Sincerely,



Patricia Salas Pineda
Counsel

PSP:dmm
Enclosures

cc: Michael Walsh, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10020

Robert S. Clark, Esq.
Senior Trust Officer
First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84125

Sandra Costa
Intel Corporation

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Patricia Salas Pineda
Itel Corporation-Rail Division
55 Francisco
San Francisco, California 94133

August 1, 1983

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/1/83 at 11:55AM, and assigned re-
recording number(s). 9756-G

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

L-0459
3/29/83

RECORDED NO. 9756-6 FILED 1983

AUG 1 - 1983 .!! 5: AM

AMENDMENT NO. 6
~~INTERSTATE COMMERCE COMMISSION~~

THIS AMENDMENT NO. 6 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of April 26, 1978 between ITEL CORPORATION, RAIL DIVISION ("Lessor") and EAST CAMDEN AND HIGHLAND RAILROAD COMPANY ("Lessee") is made this 1st day of April, 1983, by and between Lessor and Lessee.

W I T N E S S E T H :

WHEREAS, Lessor and Lessee are parties to the Agreement, pursuant to which five hundred (500) boxcars ("Cars") described therein have been leased by Lessor to Lessee.

WHEREAS, Lessor and Lessee agree that it is to their mutual benefit to place for a period of time up to fifty (50) Cars within the series EACH 4001-4100 (hereinafter individually called "Car" or collectively called "50 Cars") into an assignment pool on the railroad lines of another party in order to improve the utilization of and revenue from the 50 Cars.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. A. Lessor and Lessee agree that the 50 Cars should be placed for the period of time specified in the Assignment Agreement (as hereinafter defined in Subsection 2.B.) into an assignment pool on the railroad lines of Louisiana and North West Railroad Company ("LNW") in order to improve the utilization of and revenue from the 50 Cars.
- B. For the purposes of paragraph 13 of the Agreement, Lessor hereby grants Lessee full power and authority to enter into, in the name of Lessee, an assignment agreement (to be hereinafter referred to as "Assignment Agreement") with LNW covering the 50 Cars. Under said Assignment Agreement, Lessee shall be empowered to place the 50 Cars in the possession of said LNW with the right in said LNW to utilize the 50 Cars in interline revenue service under Lessee's reporting marks. Such Assignment Agreement shall contain such terms and conditions as Lessor shall agree to, provided, however, Lessee shall take appropriate action to terminate the Assignment Agreement on the date of the next termination opportunity upon receiving instructions from Lessor to do so.
- C. The Agreement shall remain in effect with respect to all of the cars subject to the Agreement, including the 50 Cars, provided that, with respect solely to the 50 Cars, Section 6 of the Agreement shall be amended by (1) the substitution of the number "100%" in lieu of the number "91%" each time that it appears; and (2) the deletion of any reference to "Base Mileage Revenue" each time that it appears; for the period from the

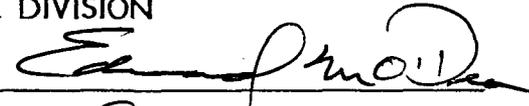
LESSOR'S INTEREST ASSIGNED TO
FIRST SECURITY BANK OF
UTAH, N.A., WITH RESPECT TO
CARS NUMBERED EACH 4001-4100

ASSIGNED TO FIRST SECURITY BANK
OF UTAH, N.A., TRUSTEE, UNDER
A LEASE ASSIGNMENT DATED
AS OF May 29, 1979,

compliance date ("Compliance Date" as hereinafter defined) to and including the expiration or termination date of the Assignment Agreement (to be hereinafter referred to as the "Ending Date"). Upon the Ending Date, Section 6 of the Agreement shall be reinstated as it appears in Amendment No. 2 to the Agreement with respect to the 50 Cars. The Compliance Date, with respect to each car, shall be the date on which the Assignment Agreement is executed according to the terms and conditions set forth by Lessor.

3. Nothing herein contained shall (i) be deemed to constitute a waiver or otherwise modify, affect or impair any sums due to Lessor or Lessee with respect to any Car under the terms and conditions of the Agreement with regard to any period of time prior to the Compliance Date or after the Ending Date, or (ii) be deemed to constitute a waiver or otherwise modify, affect or impair the powers, rights, or remedies vested in or available to Lessor or Lessee with respect to any Car under the terms and conditions of the Agreement with regard to any period of time prior to the Compliance Date or after the Ending Date.
4. Nothing set forth in this Amendment with respect to the Agreement represents a waiver by the parties hereto of any rights under the Agreement or the Bankruptcy Code and is not an assumption of the Agreement under the Bankruptcy Code, and in the event of rejection of the Agreement by order of the Bankruptcy Court under the Bankruptcy Code, Lessee may claim pre-petition damages, if any, with respect to such rejection of the Agreement.
5. The parties agree that all rights and obligations of Lessor may be assigned to Itel Rail Corporation upon confirmation of a Plan of Reorganization for Itel Corporation by the United States Bankruptcy Court Northern District of California or by another court of competent jurisdiction, and that upon such assignment and upon the assumption of Itel Rail Corporation of all of Itel Corporation's obligations hereunder, Itel Corporation is hereby released from all liabilities hereunder without further action by the parties and Itel Rail Corporation shall assume all such obligations without further action by the parties.
6. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
7. 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 CORPORATION,
RAIL DIVISION

By: 

Title: President

Date: 4-20-83

EAST CAMDEN AND HIGHLAND
RAILROAD COMPANY

By: 

Title: Exe. Vice President

Date: March 30, 1983

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

On this 21st day of April, 1983, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of Intel Corporation, Rail Division, 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.



Randi C. Smith
Notary Public

STATE OF ARKANSAS)
)
) SS:
COUNTY OF OUACHITA)

On this 30th day of MARCH, 1983, before me personally appeared DON E. GHENT, to me personally known, who being by me duly sworn says that such person is EXE. VICE-PRESIDENT of East Camden and Highland 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.

MY COMMISSION EXPIRES 11-15-84
Sarah J. Derrick
Notary Public