



**Rail Division**

Two Embarcadero Center  
San Francisco, California 94111  
(415) 955-9090  
Telex 34234

RECORDATION NO. 9936 Filed 1425

APR 14 1982 12 25 PM  
April 13, 1982  
INTERSTATE COMMERCE COMMISSION

2-104A071

No. \_\_\_\_\_  
Date APR 14 1982  
Fee \$ 10.00  
ICC Washington, D. C.

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

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 under the Lease Agreement dated as of June 21, 1978 (the "Lease") between Itel Corporation, Rail Division ("Itel") and American Rail Heritage, Ltd., d/b/a/ Crab Orchard and Egyptian Railroad ("Lessee"), which was filed on December 22, 1978 at 3:55 P.M. and given recordation No. 9936, four counterparts of the following document:

Amendment No. 6 (the "Amendment") dated as of February 8, 1982 to the Lease between Itel and Lessee.

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

1. American Rail Heritage, Ltd. d/b/a/  
Crab Orchard and Egyptian Railroad  
514 North Market Street  
Marion, Illinois 62959
2. Itel Corporation, Rail Division  
Two Embarcadero Center, 24th Floor  
San Francisco, CA 94111

The equipment covered by the Amendment is ten (10) 70 ton flatcars (A.A.R. mechanical designation FC, 89'4" in length) bearing the reporting marks described on Exhibit A attached hereto.

*Ms. Mergenovich  
I have to make  
9936 and  
we thank G  
in the next letter  
and please write  
file  
Thank.*

*Counterpart D. E. Allison 4/14/82*

Ms. Agatha Mergenovich, Secretary  
April 13, 1982  
Page Two

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

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 delivered 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 84111

Doug Drummond  
Itel Corporation

Linda Lawrence  
Itel Corporation

**L-0258**

**EXHIBIT A**

**COER 250052**  
**COER 250054**  
**COER 250055**  
**COER 250063**  
**COER 250065**  
**COER 250067**  
**COER 250070**  
**COER 250072**  
**COER 250073**  
**COER 250074**

**Interstate Commerce Commission**  
Washington, D.C. 20423

4/14/82

OFFICE OF THE SECRETARY

**Patricia Salas Pineda**  
**Itel Rail Division**  
**Two Embarcadero Center**  
**San Francisco, Calif. 94111**

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 **4/14/82** at **12:25pm**, and assigned re-  
recording number (s). **9936-G**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure (s)

SE-30  
(7/79)

L-0258  
2/1/82

RECORDATION NO. 9936-4  
Filed 1425

APR 14 1982 12 25 PM

AMENDMENT NO. 6 INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 6 (the "Amendment") to that certain Lease Agreement (the "Lease") made as of June 21, 1978 between ITEL CORPORATION, RAIL INTER-MODAL DIVISION, now doing business as ITEL CORPORATION, RAIL DIVISION as lessor ("Lessor") and AMERICAN RAIL HERITAGE, LTD. d/b/a Crab Orchard and Egyptian Railroad as lessee ("Lessee") is made this 8th day of February, 1982 by and between Lessor and Lessee.

W I T N E S S E T H :

WHEREAS, Lessor and Lessee are parties to the Lease pursuant to which two hundred (200) flatcars bearing the reporting marks COER 100000-100099 and COER 250000-250099 have been leased and delivered by Lessor to Lessee, of which thirty-five (35) of such flatcars are no longer subject to the Lease pursuant to a termination letter dated as of September 29, 1981; and pursuant to which two hundred (200) flatcars bearing the reporting marks COER 100100-100299 have not been delivered by Lessor to Lessee;

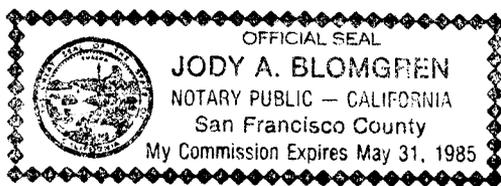
WHEREAS, Lessor and Lessee agree that it is to their mutual benefit to place for a period of time ten (10) flatcars bearing the reporting marks set forth on Exhibit A attached hereto (hereinafter individually called "Flatcar" or collectively called "10 Flatcars") into an assignment pool on the railroad line of another party in order to improve the utilization of and revenue from the 10 Flatcars.

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

1. All terms defined in the Lease shall have their defined meanings when used in this Amendment.
2. A. Lessor and Lessee agree that the 10 Flatcars described in Amended Equipment Schedule No. 7 executed on December 21, 1981 should be placed for the period of time specified in the Assignment Agreement (as hereinafter defined) into an assignment pool on the railroad lines of Brillion and Forest Junction Railroad Company ("BFJR") in order to improve the utilization of and revenue from the 10 Flatcars.
- B. For the purposes of paragraph 13 of the Lease, 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 BFJR covering the 10 Flatcars. Under said Assignment Agreement, Lessee shall be empowered to place the 10 Flatcars in the possession of said BFJR with the right in said BFJR to utilize the 10 Flatcars 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.

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

On this 3<sup>rd</sup> day of March, 1982, 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.



Jody A. Blomgren  
Notary Public

STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF WILLIAMSON )

On this 18th day of February, 1982, before me personally appeared Hugh W. Crane, to me personally known, who being by me duly sworn says that such person is President of American Rail Heritage, Ltd. d/b/a Crab Orchard and Egyptian Railroad, 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.

Kathy Crane  
Notary Public