

# ITEL

## Itel Rail Corporation

55 Francisco  
San Francisco, California 94133  
(415) 984-4000  
Telex 34234

No. **DEC 3 1984**  
Date .....  
Fee \$ **10.00** .....  
ICC Washington, D. C.

November 19, 1984

Mr. James H. Bayne, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RECORDATION NO. **9936-K** Filed 1425  
**4-338A051**  
**DEC 3 1984 - 1 05 PM**

INTERSTATE COMMERCE COMMISSION

ICC OFFICE OF  
THE SECRETARY  
DEC 3 1 55 PM '84  
MOTOR OPERATING UNIT

Dear Mr. Bayne:

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 Rail Corporation for filing and recordation under the Lease Agreement dated as of June 21, 1978 between Itel Corporation, Rail Division as predecessor in interest to Itel Rail Corporation and Crab Orchard and Egyptian Railroad which was filed with the I.C.C. on December 22, 1978 and given I.C.C. Recordation No. 9936, four counterparts of the following document:

*think this may be 9936-K but not sure.*

Amendment No. 9 dated May 9, 1984 to the Lease Agreement dated June 21, 1978 between Itel Corporation, Intermodal Division as predecessor in interest to Itel Rail Corporation and Crab Orchard and Egyptian Railroad.

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

1. Crab Orchard and Egyptian Railroad  
514 N. Market St.  
Marion, ILL. 62959
2. Itel Rail Corporation  
55 Francisco, 5th Floor  
San Francisco, California 94133

The equipment covered by this Amendment is one 70-ton flatcar, A.A.R. mechanical designation F.C., bearing reporting mark COER 10002.

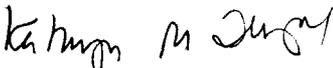
Also enclosed is a check in the amount of \$10.00 for the required recording fee.

*Clayton Row*

Mr. James H. Bayne, Secretary  
November 19, 1984  
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 to the bearer of this document.

Sincerely,

  
Kathryn M. Thyret  
Legal Assistant

KMT/vdv

cc: 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

Virginia Hanger  
Itel Rail Corporation.

Interstate Commerce Commission  
Washington, D.C. 20423

12/3/84

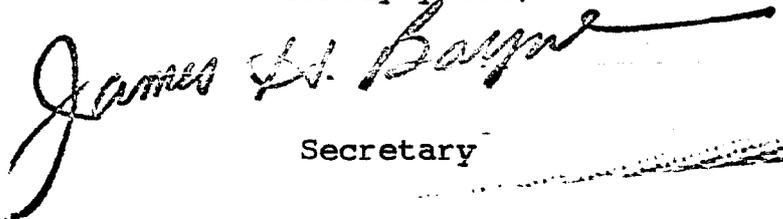
OFFICE OF THE SECRETARY

Kathryn M. Thyret  
Itel Rail Corporation  
55 Francisco  
San Francisco, California 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 12/3/84 at 1:05pm and assigned re-  
recording number(s). 9936-B, 14002-B, 14165-M

Sincerely yours,

  
Secretary

Enclosure(s)

9936

RECORDATION NO. 9936-K FILED 1425

L-0697  
5/17/84

DEC 3 1984 . 1 05 PM

AMENDMENT NO. 9 INTERSTATE COMMERCE COMMISSION

**THIS AMENDMENT NO. 9** (the "Amendment") to that certain Lease Agreement (the "Lease") made as of June 21, 1978 between Itel Corporation, Intermodal Division and American Rail Heritage, Ltd. d/b/a **CRAB ORCHARD AND EGYPTIAN RAILROAD** ("Lessee") is made this 9th day of May, 1984 by and between **ITEL RAIL CORPORATION**, as successor in interest to Itel Corporation, Intermodal Division ("Lessor") and Lessee.

**WHEREAS**, Lessor has leased to Lessee two hundred (200) flatcars bearing the reporting marks COER 100000-100099 and COER 250000-250099 ("Delivered Flatcars") which were delivered to Lessee and two hundred (200) flatcars bearing the reporting marks COER 100100-100299 which have not been delivered by Lessor to Lessee; and

**WHEREAS**, thirty-five (35) Delivered Flatcars are no longer subject to the Lease pursuant to a termination letter dated September 29, 1981, fifty-nine (59) Delivered Flatcars are no longer subject to the Lease pursuant to a termination letter dated July 22, 1982, and one (1) Delivered Flatcar is no longer subject to the Lease pursuant to a termination letter dated August 12, 1982; and

**WHEREAS**, Lessor and Lessee mutually desire to remove one (1) additional flatcar from the Lease.

**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. Equipment Schedule No. I.A. shall be deleted in its entirety and shall be replaced by Equipment Schedule No. I.B., attached hereto.
3. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
4. 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

AMERICAN RAIL HERITAGE, LTD.  
CRAB ORCHARD AND EGYPTIAN  
RAILROAD

By: *[Signature]*  
Title: Acting President  
Date: October 29, 1984

By: *[Signature]*  
Title: Pres  
Date: Oct 28 84

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

On this 29th day of October, 1984, before me personally appeared Desmond P. Hayes <sup>Acting ~~Agent~~</sup> 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. 9 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.



Dinny E. Darger  
Notary Public

STATE OF Illinois )  
 ) ss:  
COUNTY OF Williamson )

On this 24th day of October, 1984, before me personally appeared Hugh 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. 9 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.

William E. Soberg  
Notary Public

EQUIPMENT SCHEDULE NO. I.B.

Itel Rail Corporation hereby leases the following Cars to American Rail Heritage, Ltd., d/b/a Crab Orchard and Egyptian Railroad subject to the terms and conditions of that certain Lease Agreement dated as of June 21, 1978.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
FC	70-Ton Flush Deck Flat Cars for Trailer and Con- tainer Service	COER 100000-100001; 100003-100030; 100050-100099	89'4"	NA	NA	NA	80

ITEL RAIL CORPORATION

BY: AP Hayes

TITLE: Acting President

DATE: October 29, 1984

AMERICAN RAIL HERITAGE, LTD., d/b/a  
CRAB ORCHARD AND EGYPTIAN  
RAILROAD

BY: [Signature]

TITLE: Pres

DATE: Oct 29 84

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

On this 29th day of October, 1984, before me personally appeared Desmond P. Hayes <sup>Acting</sup> ~~President~~ to me personally known, who being by me duly sworn says that such person is <sup>Acting</sup> ~~President~~ of ITEL Rail Corporation, that the foregoing Equipment Schedule No. I.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.



Bonny E. Hanger  
Notary Public

STATE OF Illinois )  
 )  
 ) ss:  
COUNTY OF Williamson )

On this 24th day of October, 1984, before me personally appeared Doug 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 Equipment Schedule No. I.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.

William E. Solberg  
Notary Public