

# ITEL

RECORDATION NO. 9936 Filed 1425

April 29, 1985

MAY 28 1985 - 10 25 AM

**Istel Rail Corporation**

55 Francisco Street  
San Francisco, California 94133  
984-4000

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

INTERSTATE COMMERCE COMMISSION

128 1985

10.00

5-148A050

ICC Washington

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 Istel Rail Corporation for filing and recordation under the Lease Agreement dated as of June 21, 1978 between Istel Corporation, Intermodal Division as predecessor in interest to Istel 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 will be 9936-L

Amendment No. 10 dated July 15, 1984 to the Lease Agreement dated June 21, 1978 between Crab Orchard and Egyptian Railroad and Istel Rail Corporation, as successor in interest to Istel Corporation, Intermodal Division.

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

1. Crab Orchard and Egyptian Railroad  
514 Market Street  
Marion, Illinois 62939
2. Istel Rail Corporation  
55 Francisco Street, 5th Floor  
San Francisco, CA 94133

The equipment covered by this Amendment is seventy-five (75) flatcars bearing reporting marks within the series COER 100000-100099, A.A.R. mechanical designation FC.

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 returned to the bearer of this document.

Sincerely,

*Denise M. Bottarini*

Denise M. Bottarini  
Legal Assistant

DMB/csh  
cc: Robert S. Clark  
J. Michael Kelly, Esq.  
Virginia Hanger

*Hand Delivered*  
*Amey*

Interstate Commerce Commission  
Washington, D.C. 20423

5/28/85

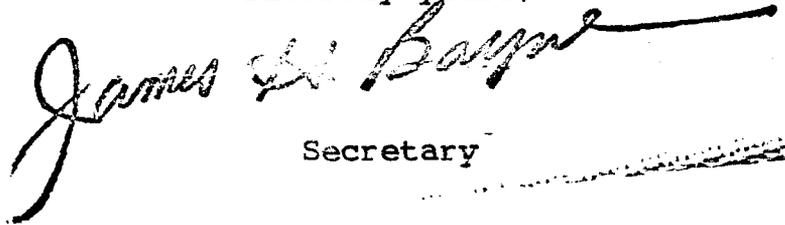
OFFICE OF THE SECRETARY

Denise M. Bottarini  
Legal Assist.  
IteI Rail Corp.  
55 Francisco  
San Francisco, Calif. 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 5/28/85 at 10:55am and assigned re-  
recording number (s). 9936-L

Sincerely yours,

  
Secretary

Enclosure(s)

L-0725  
8/7/84

RECORDATION NO. 9936-8 Filed 11/25

MAY 28 1985 -10:51 AM

AMENDMENT NO. 10

INTERSTATE COMMERCE COMMISSION

**THIS AMENDMENT NO. 10** (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 15th day of July, 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 which were delivered to Lessee ("Delivered Flatcars") 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; one (1) Delivered Flatcar is no longer subject to the Lease pursuant to a termination letter dated August 12, 1982; and one (1) Delivered Flatcar is no longer subject to the Lease pursuant to Amendment No. 9 dated May 9, 1984; and

**WHEREAS**, Lessor and Lessee agree that it is to their mutual benefit to place for a period of time seventy-five (75) flatcars bearing the reporting marks within the series COER 100000-100099 (hereinafter individually called "Flatcar" or collectively called "75 Flatcars") into an assignment pool on the railroad line of another party in order to improve the utilization of and revenue from the 75 Flatcars.

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

- I. All terms defined in the Lease shall have their defined meanings when used in this Amendment.
2. A. Lessor and Lessee agree that the 75 Flatcars shall be placed for the period of time specified in the Assignment Agreement (as hereinafter defined) into an assignment pool on the railroad lines of Wisconsin and Southern Railroad Company ("WSOR") in order to improve the utilization of and revenue from the 75 Flatcars.
  - B. (i) 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 (hereinafter referred to as "Assignment Agreement") with WSOR covering the 75 Flatcars. Under said Assignment Agreement, Lessee shall be empowered to place the 75 Flatcars in the possession of WSOR with the right in WSOR to utilize the 75 Flatcars in interline revenue service under Lessee's reporting marks. Such Assignment Agreement shall contain such terms and conditions as Lessor shall agree to. Lessee shall take appropriate action to terminate the Assignment Agreement on the date of the next termination opportunity as provided in the Assignment Agreement upon receiving written instructions ("Instructions") from Lessor to do so.

(ii) Pursuant to the Assignment Agreement, if Lessor does not issue Instructions to Lessee within thirty (30) days after the expiration or termination date of the Assignment Agreement (the "Ending Date"), Lessor shall pay Lessee, with respect to Flatcars on WSOR's railroad properties, an amount equal to one dollar (\$1.00) per Flatcar per day ("Penalty"). The Penalty shall commence upon the thirty-first (31st) day after the Ending Date ("Penalty Date"). Commencing upon the Penalty Date the 75 Flatcars shall be per diem and mileage free to WSOR through and including such time each of the 75 Flatcars is delivered off WSOR.

C. The Lease shall remain in effect with respect to all of the flatcars subject to the Lease, including the 75 Flatcars, provided that, with respect solely to the 75 Flatcars, Section 6 of the Lease shall be amended by the substitution of the number "100%" in lieu of the number "92%" each time that it appears for the period from the Compliance Date (as hereinafter defined) to and including the Ending Date. Section 6 of the Lease shall be reinstated as it originally appears with respect to the 75 Flatcars upon the Ending Date. The Compliance Date, with respect to each Flatcar, shall be the date on which the Assignment Agreement is executed according to the terms and conditions set forth by Lessor.

D. Section 6 of the Lease is further amended by adding the following Section 6.A.(vi):

**6.A.(vi)** Solely with respect to the period commencing with the Compliance Date and ending on the Ending Date, Lessee's obligation to pay ITEL Rail Base Rental to ITEL Rail shall be decreased by an amount equal to the monies paid by Lessee to WSOR pursuant to the Assignment Agreement dated as of June 27, 1984 between Lessee and WSOR.

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 Flatcar under the terms and conditions of the Lease 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 Flatcar under the terms and conditions of the Lease with regard to any period of time prior to the Compliance Date or after the Ending Date.

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

5. 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.,  
d/b/a CRAB ORCHARD AND  
EGYPTIAN RAILROAD

By: AP Hayes

By: [Signature]

Title: Acting President

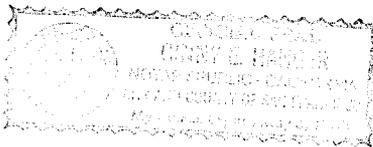
Title: [Signature]

Date: October 29, 1984

Date: Oct 28 1984

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

On this 29th day of October, 1984, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is Acting President of ITEL Rail Corporation, that the foregoing Amendment No. 10 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.



Jimmy E. Hanger  
Notary Public

STATE OF Illinois )  
 ) ss:  
COUNTY OF Williamson )

On this 24th day of October, 1984, before me personally appeared Douglas 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. 10 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. Selberg  
Notary Public