

13
ITEL

July 20, 1988

IteI Rail Corporation

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

INTERSTATE COMMERCE COMMISSION

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

JUL 25 1988 11-30 AM

Re: Amendment No. 1 to Schedule 1 of **Master Lease Agreement** dated June 9, 1988, between IteI Rail Corporation, IteI Railcar Corporation and McCormick, Ashland City & Nashville Railroad, Inc.

REGISTRATION NO. 15702-B Filed 7-25

Dear Ms. McGee:

On behalf of IteI Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Amendment under the Master Lease Agreement dated June 9, 1988, between IteI Rail Corporation, IteI Railcar Corporation and McCormick, Ashland City & Nashville Railroad, Inc., which was filed with the ICC on July 5, 1988, under recordation number 15702.

The parties to the aforementioned instrument are listed below:

IteI Rail Corporation and
IteI Railcar Corporation (Lessors)
55 Francisco Street
San Francisco, California 94133

McCormick, Ashland City & Nashville Railroad, Inc. (Lessee)
750 Old Hickory Boulevard
Two Brentwood Commons, Suite 150
Brentwood, Tennessee 37027

This Amendment changes the reporting marks for twenty (20) 50'6", 70-ton, Plate B, XM boxcars from MACN 105-124 to MACO 105-124.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

Patricia Schumacker
Patricia Schumacker
Legal Department

THIS INSTRUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF HELLER FINANCIAL, INC. UNDER THE HELLER FINANCIAL, INC. LOAN AND SECURITY AGREEMENT WITH ITEL RAIL CORPORATION DATED AS OF SEPTEMBER 30, 1986.

ITEL

Itel Rail Corporation

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

July 5, 1988

INTEKSTATE COMMERCE COMMISSION

JUL 25 1988 11-30 AM
RECORDATION NO. 15702-B FILED 1425

Mr. Larry K. McCormick
President
McCormick Ashland City and
Nashville Railroad, Inc.
750 Old Hickory Blvd.
Two Brentwood Commons, Suite 150
Brentwood, TN 37027

Re: Schedule 1 dated June 9, 1988 (the "Schedule 1") to the Lease Agreement date as of June 9, 1988 (the "Agreement"), between Itel Rail Corporation ("Itel Rail") and McCormick, Ashland City and Nashville Railroad, Inc. ("MAC&N")

Dear Mr. McCormick:

Please accept this letter as Amendment No. 1 ("Amendment") to Schedule 1 between Itel Rail and MAC&N whereby the parties agree that effective immediately the reporting marks of the Cars are hereby amended to MACO.

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

Please indicate your concurrence to the above by signing and notarizing each original of this Amendment and returning all five (5) originals to our Contract Administration Department for further handling.

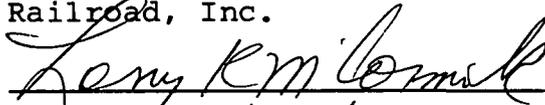
Sincerely,



Desmond P. Hayes
President

CONCURRENCE BY:
McCormick & Ashland City and
Nashville Railroad, Inc.

By:



Title:

President

Date:

July 11, 1988

DPH/SVF/mac/bsa.418

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

On this 7th day of July, 1988, 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. 1 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 of corporation.

Sharon L. Van Fossan
Notary Public



STATE OF TENN)
) ss:
COUNTY OF DAVIDSON)

On this 11th day of July, 1988, before me personally appeared Larry K. McCormick, to me personally known, who being by me duly sworn says that such person is President of McCormick, Ashland City and Nashville Railroad, Inc., that the foregoing Amendment No. 1 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 of corporation.

Barbara J. Boone
Notary Public

Barbara J. Boone
Notary Public at Large
State of Tennessee
My Commission Expires: 1-26-90