

SEP 20 1982 3 20 PM

# ITEL

INTERSTATE COMMERCE COMMISSION  
**Rail Division**

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

99363A100

No. SEP 20 1982  
Date  
Fee \$ 10.00  
ICC Washington, D. C.

September 14, 1982

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. 5 (the "Amendment") dated as of February 1, 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, California 94111

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The equipment covered by the Amendment is fifty (50) TOFC/COFC flatcars, 70-ton, 89'4" in length, A.A.R. mechanical designation FC, bearing reporting marks COER 100050-100099.

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

Ms. Agatha Mergenovich, Secretary  
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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,

  
Paul L. Loveday  
Senior Counsel

PLL:dmm  
Enclosures

cc: Sandra Costa  
IteI Corporation

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

9/20/82

OFFICE OF THE SECRETARY

**Paul L. Loveday**

**Senior Counsel**

**Itel Rail Division**

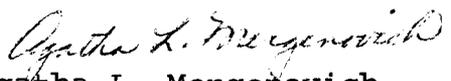
**Two Embarcadero Center**

**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 **9/20/82** at **3:20pm**, and assigned recordation number(s). **9936-H**

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

L-0280  
8/12/82

RECORDATION NO. 9936-14 Filed 1425

SEP 20 1982 3 20 PM

AMENDMENT NO. 5

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 5 (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 1st 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;

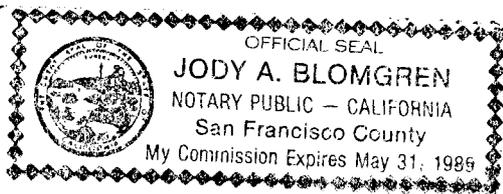
WHEREAS, Lessor and Lessee agree that it is to their mutual benefit to place for a period of time up to fifty (50) flatcars bearing the reporting marks COER 100050 to 100099 (hereinafter individually called "Flatcar" or collectively called "50 Flatcars") into an assignment pool on the railroad line of another party in order to improve the utilization of and revenue from the 50 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 50 Flatcars described in Schedule No. 2 executed on September 11, 1978 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 Wisconsin and Southern Railroad Company ("WSOR") in order to improve the utilization of and revenue from the 50 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 WSOR covering the 50 Flatcars. Under said Assignment Agreement, Lessee shall be empowered to place the 50 Flatcars in the possession of said WSOR with the right in said WSOR to utilize the 50 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 27<sup>th</sup> day of August, 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 IteI Corporation, Rail Division, that the foregoing Amendment No. 5 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 August, 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. 5 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