

# ITEL

## Istel Rail Corporation

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

November 13, 1984

NOV 33 9 54 AM '84  
I.C.C. OFFICE OF  
THE SECRETARY

RECORDATION NO. 8904-9 Filed 1425

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

DEC 3 1984 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

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 June 17, 1977 between SSI Rail Corporation and New Orleans Public Belt Railroad which was filed with the I.C.C. on July 26, 1977 and given I.C.C. Recordation No. 8904, four counterparts of the following document:

Amendment No. 7 dated October 19, 1984 to the Lease Agreement dated June 17, 1977 between SSI Rail Corporation and New Orleans Public Belt Railroad.

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

1. New Orleans Public Belt Railroad  
1247 International Trade Mart Building  
Two Canal Street  
P.O. Box 51658  
New Orleans, LA 70151
2. Istel Rail Corporation  
55 Francisco, 5th Floor  
San Francisco, California 94133

The equipment covered by this Amendment is (1048) one thousand and forty-eight boxcars, A.A.R. mechanical designation XM, bearing non-sequential reporting marks from whom the series NOPB 3550 through and including NOPB 4099.

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

4-338A034

DEC 3 1984  
Date .....

Fee \$ 10.00 .....

ICC Washington, D. C.

MOTION OPERATING UNIT

DEC 9 9 54 AM '84

I.C.C. OFFICE OF  
THE SECRETARY

*Ms Lee  
not sure  
what next  
letter may be.*

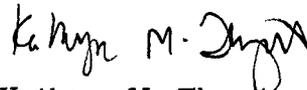
*Hand signed*

*0.1.1*

Mr. James H. Bayne, Secretary  
November 13, 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 be returned to the bearer of this document.

Sincerely,



Kathryn M. Thyret  
Legal Assistant

KMT/csh  
Enclosures

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

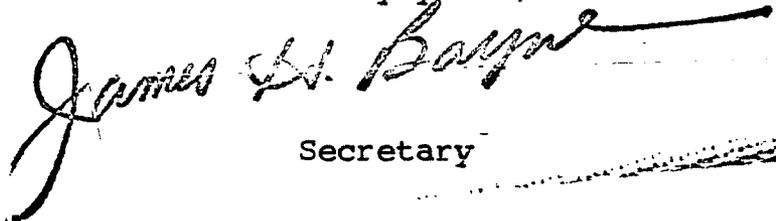
OFFICE OF THE SECRETARY

Kathryn M. Thyret  
IteI Rail Corporation }  
55 Francisco  
San Francisco, Calif. 94138

Dear Ms. Thyret:

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 10:05am and assigned re-  
recording number(s). 8904-Q

Sincerely yours,

  
Secretary

Enclosure(s)

8904

RECORDATION NO. 8904-8  
FILED 1425

DEC 3 1984 - 10 05 AM

10/31/84

AMENDMENT NO. 7

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 7 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of June 17, 1977, between SSI Rail Corp. and THE CITY OF NEW ORLEANS, appearing therein through the Public Belt Railroad Commission for the City of New Orleans, doing business as New Orleans Public Belt Railroad ("Lessee") is made as of October 19, 1984, between ITEL RAIL CORPORATION, successor in interest to SSI Rail Corp. ("Lessor") and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Agreement pursuant to which one thousand one hundred and ninety-nine (1199) boxcars ("Cars") were delivered to Lessee.
- B. The Agreement required delivery of an additional eight hundred and one (801) boxcars, but, pursuant to mutual agreement by the parties, the boxcars were not delivered (such Cars are designated herein "Undelivered Cars").
- C. The Cars bearing reporting marks NOPB 3150, NOPB 3454 and NOPB 4080 were destroyed on September 27, 1979, January 22, 1979, and December 29, 1979, respectively.
- D. One hundred (100) Cars were terminated from the Agreement by a letter dated July 22, 1982; fifty (50) Cars were terminated from the Agreement by a letter dated December 20, 1982; one hundred (100) Cars were terminated by a letter dated January 5, 1984; and fifty (50) Cars were terminated from the Agreement by a letter dated July 3, 1984.
- E. Sixty-six (66) of the one hundred (100) Cars scheduled for termination upon remark by the letter dated January 5, 1984, still bear NOPB reporting marks and have not yet been remarked to the reporting marks of another railroad.
- F. Lessor and Lessee agree that it is to their mutual benefit to remove a certain number of Cars from the Agreement for a period of time in order that Lessor may enter into a lease agreement with a third party to improve utilization of and revenue from the Cars.
- G. Lessor and Lessee agree that any Car removed from the Agreement pursuant to this Amendment may, at Lessor's option, be reinstated into the Agreement as set forth herein.
- H. Lessor and Lessee desire to remove the Undelivered Cars and terminated Cars from the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement shall have their defined meanings when used in the Amendment.

2. Equipment Schedules No. 1, No. 9, No. 10, No. 11 and No. 7B, attached to and incorporated into the Agreement, are hereby deleted in their entirety.
3. Equipment Schedules No. 6B and 8A, attached to and incorporated into the Agreement, are hereby replaced by Equipment Schedules 6C and 8B, attached hereto.
4. Fifty (50) Cars (the "Boxcars") shall be terminated from the Agreement at 12:01 a.m. on the date and at the location that each Boxcar is remarked to bear reporting marks within the series SRN 5400-5449. Lessor, at its sole option and upon thirty (30) days prior notice to Lessee, may reinstate any or all Boxcars into the Agreement at any time, provided, however, that such reinstatement occurs no sooner than one year (1) after the first Boxcar is terminated from the Agreement, as provided in this Section 4.
5. Upon the reinstatement of any Boxcar into the Agreement, such Boxcar shall become subject to all the terms and conditions set forth in the Agreement at the time and at the location such Boxcar is remarked to bear Lessee's reporting marks.
6. Concurrent with any remarking of the Boxcars as set forth herein, Lessor shall provide Lessee with a Certificate of Remarking (in the form of Exhibit A attached hereto) specifying the previous and current reporting marks of each Boxcar. Such Certificate of Remarking shall become attached to and incorporated into the Agreement.
7. Lessee shall not be responsible for any costs of remarking the Boxcars pursuant to this Amendment or any costs related to the return of the Boxcars, in the event of their reinstatement into the Agreement. Lessor shall pay all costs related to the delivery of each Boxcar to Sabine River and Northern Railroad Company upon the remark of such Boxcars to SRN reporting marks.
8. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all of the Cars subject to the Agreement, including the Boxcars.
9. 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**

By: *AD Hayes*  
 Title: Acting President  
 Date: 11/9/84

**NEW ORLEANS PUBLIC BELT RAILROAD**

By: *J. A. Mahab*  
 Title: General Manager  
 Date: 11-1-84

**EXHIBIT A**

**CERTIFICATE OF REMARKING**

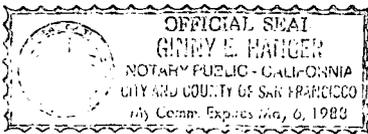
<u>Old NOPB Boxcar Marks</u>	<u>New SRN Boxcar Marks</u>	<u>Date of Remarking</u>	<u>New NOPB Boxcar Marks (pursuant to reinstatement)</u>	<u>Date of Remarking</u>
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\_\_\_\_\_  
**Itel Rail Corporation  
Authorized Representative**

\_\_\_\_\_  
**New Orleans Public Belt Railroad  
Authorized Representative**

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

On this 9th day of November, 1984, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is Active President of ITEL Rail Corporation, that the foregoing Amendment No. 7 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.



Ginny E. Hanger  
Notary Public

STATE OF Louisiana )  
Parish ) ss:  
COUNTY OF Orleans )

On this 1st day of November, 1984, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is General Manager of New Orleans Public Belt Railroad, that the foregoing Amendment No. 7 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.

A. J. Waechter, Jr.  
Notary Public  
A. J. WAECHTER, JR.  
Notary Public, Parish of Orleans, State of La.  
My Commission is issued for life.

EQUIPMENT SCHEDULE NO. 6C

Itel Rail Corporation hereby leases the following Cars to New Orleans Public Belt Railroad subject to the terms and conditions of that certain Lease Agreement dated as of June 17, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XM	50' Plate C Boxcar nailable steel floor, ten foot door	NOPB 3550-3777, 3779-3781, 3783-3789, 3791-3792, 3794-3799, 3803, 3805-3810, 3812-3814, 3816-3817, 3819-3822, 3824-3826, 3828-3829, 3831-3832, 3835-3839, 3841-3844, 3846-3851, 3853, 3855-3858, 3860-3868, 3870-3871, 3873, 3877-3878, 3880-3882, 3884-3885, 3887-3888, 3890, 3892-3893, 3895, 3896, 3898, 3900, 3901,	50' 6"	9' 6"	11' 2"	10'	465

ITEL RAIL CORPORATION

NEW ORLEANS PUBLIC BELT RAILROAD

By: *D. Hynes*  
Title: Acting President  
Date: 11/9/84

By: *J. W. White Jr.*  
Title: General Manager  
Date: 11-1-84

**EQUIPMENT SCHEDULE NO. 6C**  
(continued)

Itel Rail Corporation hereby leases the following Cars to New Orleans Public Belt Railroad subject to the terms and conditions of that certain Lease Agreement dated as of June 17, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions			Doors Width	No. of Cars
				Inside Width	Height			
XM	50' Plate C Boxcar, nailable steel floor, ten foot door	NOPB 3904-3908, 3910-3912, 3914-3918, 3920,3922, 3925-3934, 3936,3938, 3940-3943, 3945-3954, 3956,3958, 3961-3976, 3979-3980, 3982-3991, 3993, 3995-3997, 4000-4004, 4007, 4010-4011, 4013-4017, 4020,4022, 4024-4027, 4029-4031, 4033-4036, 4038, 4042-4047, 4050-4051, 4053, 4055-4059, 4061-4063, 4065-4066, 4068-4069, 4071-4073,	50' 6"	9' 6"	11' 2"	10'		

ITEL RAIL CORPORATION

NEW ORLEANS PUBLIC BELT RAILROAD

By: DP Hayes  
 Title: Acting President  
 Date: 11/9/84

By: [Signature]  
 Title: General Manager  
 Date: 11-1-84

**EQUIPMENT SCHEDULE NO. 6C**  
(continued)

Itel Rail Corporation hereby leases the following Cars to New Orleans Public Belt Railroad subject to the terms and conditions of that certain Lease Agreement dated as of June 17, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XM	50' Plate C Boxcar, nailable steel floor, ten foot door	NOPB 4075-4076, 4078-4079, 4081-4088, 4090-4094, 4096-4099	50' 6"	9' 6"	11' 2"	10'	

ITEL RAIL CORPORATION

NEW ORLEANS PUBLIC BELT RAILROAD

By: *D. Hayes*  
 Title: Acting President  
 Date: 11/9/84

By: *J. W. White*  
 Title: General Manager  
 Date: 11-1-84

EQUIPMENT SCHEDULE NO. 88

Itel Rail Corporation hereby leases the following Cars to New Orleans Public Belt Railroad subject to the terms and conditions of that certain Lease Agreement dated as of June 17, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions			Doors Width	No. of Cars
				Inside Width	Height			
XM	50' Plate C Boxcars, Nailable Steel Floor, End of Car Cushioning	NOPB 4303,4304, 4308-4309, 4313-4314, 4316,4319, 4321-4322, 4325-4327, 4334-4336, 4338,4344, 4346, 4349-4350, 4354, 4357-4358, 4364-4366, 4368, 4371-4373, 4375,4377, 4387,4389, 4410,4438, 4440,4442, 4445,4449, 4451,4457, 4471,4474, 4478,4485, 4490,4498	50' 6"	9' 6"	11' 2"	10' Sliding	49	

ITEL RAIL CORPORATION

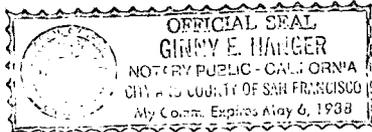
By: *DD Hayes*  
Title: *Acting President*  
Date: *11/9/84*

NEW ORLEANS PUBLIC BELT RAILROAD

By: *John ...*  
Title: *General Manager*  
Date: *11-1-84*

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

On this 9th day of November, 1984, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is Active President of IteL Rail Corporation, that the foregoing Equipment Schedule Nos. 6.C. and 8.B. were 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 Louisiana )  
Parish ) ss:  
COUNTY OF Orleans )

On this 1st day of November, 1984, before me personally appeared [Signature], to me personally known, who being by me duly sworn says that such person is General Manager of New Orleans Public Belt Railroad, that the foregoing Equipment Schedule Nos. 6.C. and 8.B. were 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.

[Signature]  
Notary Public  
A. J. WAECHTER, JR.  
Notary Public, Parish of Orleans, State of La.  
My Commission is issued for life.