



Istel Rail Corporation

55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 3423

4-1431060

May 4, 1984

RECORDATION NO. 9073 Filed 1425

No.

Date .. MAY 22 1984

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

MAY 22 1984 - 2 30 PM

Fee \$.. 10.00

INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

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 as an additional filing under the Lease Agreement dated July 21, 1977 between Istel Rail Corporation (as successor in interest to S.S.I Rail Corporation) and North Louisiana and Gulf Railroad Company, which was filed with the I.C.C. on November 10, 1977 and given I.C.C. Recordation No. 9073, four counterparts of the following document:

Amendment No. 6 dated November 23, 1982 to the Lease Agreement dated as of July 21, 1977 between Istel Rail Corporation (as successor in interest to S.S.I. Rail Corporation) and North Louisiana and Gulf Railroad Company.

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

1. North Louisiana and Gulf Railroad Company
Post Office Drawer 550
Hodge, Louisiana 71247
2. Istel Rail Corporation
55 Francisco, 7th Floor
San Francisco, California 94133

The equipment covered by this Amendment is seven hundred (700) 50' boxcars, A.A.R. mechanical designation XM, bearing reporting marks NLG 5001-5800.

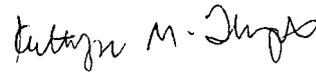
Also enclosed is a check in the amount of \$10.00 for the required recording fee.

REC'D
MAY 22 1984
10.00
OPERATION BR.

Mr. James H. Bayne, Secretary
May 4, 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

L-0398
11/23/82

RECORDATION NO. 2073-81 Filed 1425

AMENDMENT NO. 6 MAY 22 1984 -2 22 PM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 6 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of July 21, 1977 between ITEL CORPORATION, RAIL DIVISION, successor in interest to SSI Rail Corp. ("SSI") and NORTH LOUISIANA AND GULF RAILROAD COMPANY ("Lessee") is made this 23rd day of November, 1982, by and between Lessor and Lessee

W I T N E S S E T H :

WHEREAS, SSI and Lessee are parties to the Agreement, pursuant to which seven hundred (700) boxcars ("Boxcars") described therein have been leased by Lessor to Lessee.

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 this Amendment.
2. Effective March 1, 1981, with respect to all Boxcars under the Agreement, "Lessee's railroad line" or similar phrases when used shall be defined as the railroad lines of North Louisiana and Gulf Railroad Company and of Central Louisiana and Gulf Railroad Company ("CLGR")
3. Section 3.B. of the Agreement is hereby amended by the addition of the following sentence:

"Lessee shall, with respect to the Boxcars, ensure that CLGR shall give preference to SSI and shall load the Boxcars in the same manner as required by the Lessee set forth in this Section 3.B."

4. The last sentence of Section 6.A.(iv) is hereby amended to read as follows:

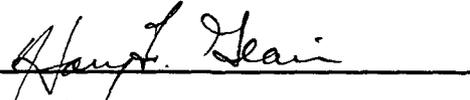
"Lessee shall have no obligations to attempt to recover from other railroad companies amounts due Lessee or SSI under this Agreement, except, however, that upon the occurrence of CLGR's failure to remit car hire due to any claimed abatement, reduction or offset which occurs as a result of an act or failure to act by CLGR, Lessee shall be responsible for such abatement, reduction or offset and shall, within ten (10) days of SSI's request, reimburse SSI for such amounts."

5. Nothing set forth in this Amendment with respect to the Agreement represents a waiver by the parties hereto of any rights under the Agreement or the Bankruptcy Code and is not an assumption of the Agreement under the Bankruptcy Code, and in the event of the rejection of the Agreement by order of the Bankruptcy Court under the Bankruptcy Code, Lessee may claim pre-petition damages, if any, with respect to such rejection of the Agreement.
6. 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 Boxcars subject to the Agreement.
7. 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 CORPORATION,
RAIL DIVISION

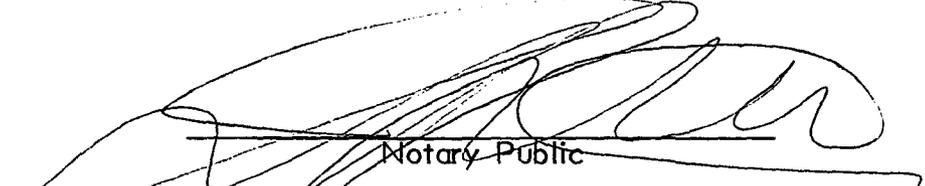
By: 
Title: President
Date: 9/23/83

NORTH LOUISIANA AND GULF
RAILROAD COMPANY

By: 
Title: Vice President
Date: 12/1/82

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

On this 29 day of September, 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 Intel Corporation, Rail Division, that the foregoing Amendment No. 6 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.

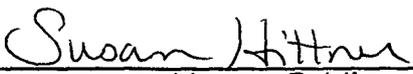


Notary Public



STATE OF Connecticut)
)
) ss: Stamford
COUNTY OF Fairfield)

On this 1st day of December, 1982, before me personally appeared HARRY F. GEAR, to me personally known, who being by me duly sworn says that such person is VICE PRESIDENT of North Louisiana and Gulf Railroad Company, that the foregoing Amendment No. 6 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.



Notary Public
Susan Hittner

My Commission Expires Mar. 31, 1986

