

ITEL

Pullman

January 4, 1990

RECORDATION FID

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FILED 1425

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INTERSTATE COMMERCE COMMISSION

Istel Rail Corporation

55 Francisco Street
San Francisco, CA 94133
(415) 984-4000
(415) 781-1035 Fax

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

**Re: Schedule No. 1 to Master Lease dated as of November 17, 1989,
between Istel Rail Corporation and Arkansas and Louisiana
Missouri Railway Company**

Dear Ms. McGee:

On behalf of Istel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$15 recordation fee.

Please record this Schedule under the Master Lease Agreement dated as of November 17, 1989, between Istel Rail Corporation and Arkansas and Louisiana Missouri Railway Company, which is being filed with the ICC simultaneously this date.

The parties to the aforementioned instrument are listed below:

Istel Rail Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

Arkansas and Louisiana Missouri Railway Company (Lessee)
108 North Ninth Street
Monroe, Louisiana 71201

This Schedule adds to the Master Lease Agreement twenty-five (25) 100-ton, Plate C, XM boxcars bearing reporting marks ALM 1250-1278.

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 Assistant

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INTERSTATE COMMERCE COMMISSION

SCHEDULE NO. 1

THIS SCHEDULE NO. 1 ("Schedule") to that certain Lease Agreement (the "Agreement") dated November 17, 1989 between ITEL RAIL CORPORATION, as lessor ("Lessor"), and ARKANSAS AND LOUISIANA MISSOURI RAILWAY COMPANY, as lessee ("Lessee"), is made as of this 17th day of November, 1989 between Lessor and Lessee.

Lessor and Lessee agree as follows:

1. All capitalized terms defined in the Agreement shall have the meanings defined therein when used in this Schedule No. 1, except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated.
2. Lessor hereby leases the following Cars to Lessee subject to the terms and conditions of the Agreement and this Schedule.

AAR Mech. Desig.	Description of Cars	Reporting Mark and Numbers	Number of Cars
XM	100-Ton, Plate C Cushion underframe, Nailable steel floor Boxcars	ALM 1250 - 1278	29

3. The term of the Agreement with respect to each Car described in this Schedule shall be deemed to have commenced on August 1, 1989 and shall expire with respect to all the Cars at the close of business on July 31, 1990 (the "Term").
4. During the Term, Lessor may, upon thirty (30) days' prior written notice to Lessee, terminate the Agreement with respect to any or all of the Cars described in this Schedule.

5. This Schedule may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

ITEL RAIL CORPORATION

ARKANSAS AND LOUISIANA MISSOURI
RAILWAY COMPANY

BY: Robert Keeble

BY: J. A. James

TITLE: Vice President - Finance

TITLE: President

DATE: November 17, 1989

DATE: 11-9-89

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

On this 17th day of November, 1989, before me personally appeared ROBERT DIEHNLE, to me personally known, who being by me duly sworn says that such person is Vice President - Finance of Itel Rail Corporation, that the foregoing Schedule 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 corporation.

Sharon L. Van Fossan
Notary Public



STATE OF LOUISIANA)
Parish) SS:
COUNTY OF Orachita)

On this 9th day of November, 1989, before me personally appeared J A THAMES, to me personally known, who being by me duly sworn says that such person is President of Arkansas and Louisiana Missouri Railway Company, that the foregoing Schedule 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 corporation.

Sharon L. Van Fossan
Notary Public