

#30

ITEL

Itel Rail Corporation

550 California Street
San Francisco, CA 94104
(415) 984-4200

December 13, 1990

0-348A007

Hon. Sidney L. Strickland, Jr., Esq.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

17120
RECORDATION NO. _____ FILED 1423

17120
RECORDATION NO. _____ FILED 1423

Re: 1) Lease Agreement
2) Schedule No. 1

DEC 14 1990 - 10 22 AM

DEC 14 1990 - 10 22 AM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

On behalf of Itel 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 \$30 recordation fee.

Please record the Lease Agreement dated July 18, 1990, between Itel Rail Corporation and Golden Triangle Railroad, under a new recordation number.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Lessor)
550 California Street
San Francisco, California 94104

Golden Triangle Railroad (Lessee)
P. O. Box 2210
Columbus, Mississippi 39701

This Lease terminates the existing lease between the parties and provides a new agreement by which two hundred (200) 50'6", 70-ton, Plate C boxcars bearing reporting marks GTRA 1000-1199 are leased.

Please record Schedule No. 1 under the same recordation number assigned to the Lease Agreement.

Hon. Sidney L. Strickland, Jr., Esq.
December 13, 1990
Page Two

The parties to the aforementioned instrument are listed below:

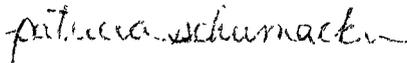
Itel Rail Corporation (Lessor)
550 California Street
San Francisco, California 94104

Golden Triangle Railroad (Lessee)
P. O. Box 2210
Columbus, Mississippi 39701

This Schedule adds to the Lease one hundred (100) 50'6", 100-ton, Plate C, XM boxcars bearing reporting marks GTRA 2000-2099.

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
Legal Assistant

17120

RECORDED IN _____ FILED 1990

DEC 14 1990 -10 35 AM

AMENDMENT NO. 1

INTERSTATE COMMERCE COMMISSION
THIS AMENDMENT NO. 1 (the "Amendment") to that certain Lease Agreement made as of July 18, 1990 between ITEL RAIL CORPORATION as lessor ("Lessor"), and GOLDEN TRIANGLE RAILROAD as lessee ("Lessee"), is made as of this 14th day of September, 1990, between Lessor and Lessee.

RECITALS:

- A. Lessor and Lessee are parties to the Agreement pursuant to which Lessor has leased to Lessee 200 XP boxcars bearing the reporting marks GTRA 1000-1199 (the "Cars").
- B. Lessor and Lessee desire to add 100 boxcars to the Agreement and to amend the terms of the Agreement with respect to such boxcars.

NOW, THEREFORE, the parties hereto 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. This Amendment shall take effect upon its full execution.
- 3. Schedule No. 2 is hereby added to the Agreement.
- 4. The words "Additional Cars" as they appear in Subsections 2.A., 3.A. and 6.B. of the Agreement shall refer likewise to the Cars on Schedule No. 2.
- 5. With respect to the Cars on Schedule No. 2 only, the words "
" as they appear in Subsections 2.B., 6.A. (viii), and 6.I.(ii) of the Agreement shall be deleted and replaced by the words "
."
- 6. With respect to the Cars on Schedule No. 2 only, Subsection 6.C.(ii) of the Agreement shall read as follows: "In the event Per Diem Revenues exceed the Base Rent, Lessor shall retain an amount equal to the Base Rent and Lessee shall receive all Per Diem Revenues in excess of the Base Rent."
- 7. Except as expressly modified by this or any other Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all Cars subject to the Agreement.
- 8. This Amendment may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

Each party, pursuant to due corporate authority, has caused this Amendment to be executed by its authorized officer, and each of the undersigned declares pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

ITEL RAIL CORPORATION

By: _____

Title: _____

Date: _____



Vice President Marketing
9/14/90

GOLDEN TRIANGLE RAILROAD

By: _____

Title: _____

Date: _____



VICE PRESIDENT
9-5-90

EQUIPMENT SCHEDULE NO. 2

ITEL RAIL CORPORATION hereby leases the following Cars to GOLDEN TRIANGLE RAILROAD pursuant to that certain Lease Agreement dated as of July 18, 1990, as amended.

AAR Mech. Desig.	Description	Reporting Marks and Numbers	Length	Width	Inside Height	Doors Width	No. of Cars
XM	100-Ton, Plate C Boxcars	GTRA 2000-2099	50'6"	9'6"	10'11"	10' Sliding	100

ITEL RAIL CORPORATION

By:

Title:

Date:

[Signature]
 Vice President Marketing
 9/14/90

GOLDEN TRIANGLE RAILROAD

By:

Title:

Date:

[Signature]
 VICE PRESIDENT
 9-5-90