

ITEL

December 11, 1991

IteI Rail Corporation

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

RECORDATION NO.

17120-B
FILED 1425

DEC 16 1991 10:22 AM

INTERSTATE COMMERCE COMMISSION

1-350A002

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

Re: **Amendment No. 2**

Dear Mr. Strickland:

On behalf of IteI 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 \$32 recordation fee.

Please record the Amendment under the Lease Agreement dated July 18, 1990, between IteI Rail Corporation and Golden Triangle Railroad, which was filed with the ICC on December 14, 1990, under Recordation No. 17120.

The parties to the aforementioned instrument are listed below:

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

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

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This Amendment terminates from the Lease boxcars bearing reporting marks GTRA 2000-2064, which boxcars, owned by Rex Railways, were inadvertently delivered to Lessee.

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

RECORDATION NO. 17120-B
FILED 123

AMENDMENT NO. 2 TO LEASE AGREEMENT

DEC 16 1991 10:22 AM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 2 (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 13th day of November, 1991, between Lessor and Lessee.

RECITALS:

- A. Lessor and Lessee are parties to the Agreement pursuant to which Lessor has leased to Lessee 300 XP boxcars bearing the reporting marks GTRA 1000-1199 and GTRA 2000-2099 (the "Cars").
- B. Lessor inadvertently delivered to Lessee the Cars bearing the reporting marks and numbers GTRA 2000-2064 (the "Rex Cars"), which are owned by Rex Railways, Inc.
- C. Lessor requests Lessee and Lessee agrees to terminate the Rex Cars from the Agreement and to enter into a lease agreement between Rex and Lessee that incorporates the terms of the Agreement with respect to the Rex Cars.

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. Effective on the date that the Lease Agreement dated April 15, 1991 between Rex Railways, Inc. as lessor and Lessee (the "Rex Lease") is fully executed, the Rex Cars shall be terminated from the Agreement and shall become subject to the Rex Lease.
- 3. Effective on the date that the Rex Lease is fully executed, Equipment Schedule No. 2 to the Agreement shall be deleted and replaced by Equipment Schedule No. 2.A. attached hereto.
- 4. 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.
- 5. This Amendment may be executed by the parties hereto in four 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: Robert Kiehl
Title: Vice President
Date: 11/13/91

GOLDEN TRIANGLE RAILROAD

By: Stuart H. Bennett
Title: ~~President~~ Vice President
Date: 11-4-91

EQUIPMENT SCHEDULE NO. 2.A.

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	Inside Width	Height	Doors Width	No. of Cars
XM	70-Ton, Plate C Boxcars	GTRA 2065- 2099	50' 6"	9' 6"	10' 11"	10' Sliding	35

THIS EQUIPMENT SCHEDULE NO. 2.A. REPLACES EQUIPMENT SCHEDULE NO. 2 WHICH WAS FULLY EXECUTED ON SEPTEMBER 14, 1990.

Each party, pursuant to due corporate authority, has caused this Schedule 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

GOLDEN TRIANGLE RAILROAD

By: *Bob Kyalich*

Title: *Vice President*

Date: *11/13/91*

By: _____

Title: _____

Date: _____