

ITEL

Itel Rail Corporation

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

January 15, 1991

17204
RECORDATION NO. _____ FILED 1403

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

JAN 17 1991 -2 40 PM
INTERSTATE COMMERCE COMMISSION
17204
RECORDATION NO. _____ FILED 1403

1-017A020

Re: 1) Lease Agreement
2) Schedule No. 6

JAN 17 1991 -2 40 PM
INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

On behalf of Itel Rail Corporation, the above instruments, in three (3) counterparts each, are 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 as of July 1, 1983, between Itel Rail Corporation, successor to Evans Railcar Leasing Company, and PMA Transportation Corp. 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

PMA Transportation Corp. (Lessee)
7409 N. E. Hazel Dell Avenue, Suite C
Vancouver, Washington 98665

The Lease Agreement, together with Schedule Nos. 1, 2, 3, 4 and 5 attached thereto, provide for the terms and conditions by which three hundred thirty-four (334) boxcars bearing reporting marks NOKL 11000-11999, LOAM 4300-4399 (n.s.), NOKL 4500-4599, LOAM 2500-2519 and NOKL 1080-1099, respectively, are leased.

Hon. Sidney L. Strickland, Jr., Esq.
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Please record Schedule No. 6 under the recordation number given to the Lease Agreement by this ICC this date.

The parties to the aforementioned instrument are listed below:

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

PMA Transportation Corp. (Lessee)
7409 N. E. Hazel Dell Avenue, Suite C
Vancouver, Washington 98665

This Schedule adds to the Lease Agreement thirty (30) 50-6", 70-ton, Plate B boxcars bearing reporting marks NOKL 1100-1129.

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

17204

EXEMPTED TO _____ FILE 148

JAN 17 1991 -2 40 PM

INTERSTATE COMMERCE COMMISSION SCHEDULE 6

THIS SCHEDULE 6 to that certain Lease Agreement (the "Lease") made as of July 1, 1983 between ITEL RAIL CORPORATION ("Lessor"), as assignee of Evans Railcar Leasing Company, and PMA TRANSPORTATION CORP. ("Lessee") is made as of January 2, 1991.

Lessor and Lessee agree as follows:

- Capitalized Terms:** All capitalized terms defined in the Lease shall have the meanings defined therein when used in this Schedule 6 except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated, and all references to "Evans" shall refer to Lessor.
- Cars Leased:** Lessor hereby leases the following Cars to Lessee subject to the terms and conditions of the Lease and this Schedule:

| AAR Mech Desig | Description | Reporting Marks and Numbers | Length | Inside Width | Height | No. of Cars |
|----------------|----------------------------|-----------------------------|--------|--------------|--------|-------------|
| XP | 70-Ton, Plate B Boxcars | NOKL 1100- 1129 | 50'6" | 9'6" | 10'7" | 30 |

- The Cars May be Used to Carry Only the Following Commodities:** Non-Corrosive Products
- "Expiration Date":** The lease term with respect to each Car on this Schedule shall commence on the date such Car is marked with Lessee's reporting marks ("Delivery Date") and shall expire as to all the Cars on June 30, 1993. The Certificate of Delivery Date to be provided by Lessor after the Delivery Date of the last Car on this Schedule shall be attached hereto as Exhibit A. Each date on such Certificate shall be deemed accurate, final and binding unless Lessee disputes such date in writing within 14 calendar days of receipt by Lessee of such Certificate.
- Record Keeper:**

Name: PMA Transportation Corp.
Address: 7409 N.E. Hazel Dell Avenue, Ste. C
City: Vancouver
State: Washington Zip: 98665

6. Party Responsible for Revenue Bill Movement, if any, to Lessee's Property Prior to Initial Loading: Lessor. Each Car shall be moved to Lessee's lines at the earliest time that is consistent with the convenience and economy of the parties.

7. Rent: Lessee shall pay Lessor rent as provided for in Paragraph 3 of the Lease.

8. Special Terms:
 - a. With respect to the Cars on this Schedule, the following shall apply instead of Paragraph 1 of the Lease:

"1. Scope of Agreement: Lessor and Lessee agree to lease the railroad car(s) ('Car(s)') described in Schedule 6. The terms of Schedule 6 shall control, as to Cars on such Schedule, over any inconsistent terms elsewhere in the Lease."

 - b. The second and third sentences of Paragraph 2 shall not apply to the Cars on this Schedule.

 - c. With respect to the Cars on this Schedule, the following shall apply instead of Paragraph 4 of the Lease:

"4. Acceptance of Cars: Each Car shall be deemed accepted unless Lessor is otherwise notified in writing within 14 days of such Car's delivery to Lessee."

 - d. The Minimum Daily Rate ("MDR"), for purposes of Paragraph 11 of the Lease, shall be \$11.20 for each Car on this Schedule.

 - e. Upon the expiration or termination of the Lease with respect to any Car on this Schedule, Lessee shall use best efforts to load such Car with freight and deliver it to a connecting carrier for shipment.

Each party, pursuant to due corporate authority, has caused this Schedule to be executed by its authorized officer, and each of the undersigned hereto 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, Lessor

By: Neil Smith
Title: VP SALES
Date: 1/2/91

PMA TRANSPORTATION CORP.
Lessee

By: P. A. Major
Title: President
Date: 12-14-90