

# ITEL

December 13, 1990

**Itel Rail Corporation**

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

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

0-348A011

RECORDATION NO. 16461-E  
FILED 12/14/90

DEC 14 1990 - 10:30 AM

INTERSTATE COMMERCE COMMISSION

**Re: Amendment No. 1 to Schedule No. 1**

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 \$15 recordation fee.

Please record this Amendment under the Master Lease dated July 14, 1989, between Itel Rail Corporation and SouthRail Corporation, which was filed with the ICC on August 2, 1989, under recordation number 16461.

The parties to the aforementioned instrument are listed below:

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

SouthRail Corporation (Lessee)  
111 E. Capitol Street  
Jackson, Mississippi 39201

This Amendment amends the rental terms through September 30, 1991, and covers seventy-nine (79) boxcars bearing reporting marks GMSR 40401-40540 (n.s.).

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

DEC 14 1990 -10 25 AM

AMENDMENT NO. 1  
INTERSTATE COMMERCE COMMISSION

16461 -  
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AMENDMENT NO. 1 (the "Amendment No. 1") to Schedule No. 1 date (the "Schedule") to the Master Lease Agreement dated July "Agreement") between ITEL RAIL CORPORATION, as lessor ("Lessor" CORPORATION, as lessee ("Lessee") is made this 2 day of Oct, 1990 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Schedule pursuant to which Lessor leased to Lessee seventy-nine (79) XM boxcars bearing the reporting marks GMSR 40401-40440, 40501-40518 and 40520-40540 (the "Car(s)").
- B. The parties desire to amend certain terms of the Schedule effective October 1, 1990 with respect to the Cars.

NOW, THEREFORE, the parties hereto agree to amend the Schedule as follows:

- 1. All terms defined in the Agreement and Schedule shall have the meanings defined therein when used in this Amendment No. 1.
- 2. Effective October 1, 1990 Section 12 of the Schedule shall be amended as follows:

- a. Subsections 12.A.(i) and 12.A.(ii) shall be deleted and replaced by the following:

"12.A.(i) 'Eligible Lines' is defined as the railroad lines owned and operated by Lessee, MidLouisiana Rail Corporation and MidSouth Rail Corporation as of the date this Schedule was executed by the parties. Any lines purchased by Lessee or added to the Eligible Lines or any Eligible Lines sold by Lessee to another party during the Term, effective on the date of such sale, are deemed to be the lines of another railroad company (a foreign road) for the purposes of determining Revenues (as defined in Subsection 12.A.(vi) hereinbelow)."

- b. Subsection 12.A.(vii) shall be deleted and replaced by the following:

"12.A.(vii) 'Eligible Lines Revenues' is defined as the total mileage revenues calculated at \_\_\_\_\_ per mile for each mile that each Car travels over the Eligible Lines."

- c. Subsection 12.B. shall be deleted in its entirety and replaced by the following:

"12.B. Lessee agrees to pay to Lessor  
the Cars."

d. Subsection 12.C.(i) shall be deleted and replaced by the following:

"12.C.(i) In the event that as a result of any action or inaction by Lessee, Lessor shall receive or earn for the use of any Cars, Revenues calculated at per diem and mileage car hire rates that are lower in amount than those specified in Subsection 12.A.(iii), Lessee shall pay to Lessor, within ten (10) days of Lessor's request, an amount equal to the difference between the Revenues such Cars would have earned at the Revenue Rates and the amount of per diem and mileage revenues actually received or earned for such Cars."

e. Subsection 12.F. shall be deleted and replaced by the following:

"12.F. Lessor shall at its sole option place any Car(s) in any bilateral agreement that it deems necessary to increase utilization for such Car(s)."

3. Section 6 of the Schedule shall have the following sentence added:  
"Effective October 1, 1990, the Cars will carry either (a) the XM mechanical designation or (b) the XP mechanical designation which will have the pool code shown as zero (0) in order to facilitate the free running of the Cars."
4. Except as expressly modified by this Amendment No. 1, all terms and provisions of the Schedule shall remain in full force and effect.
5. This Amendment No. 1 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.

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

SOUTHRAIL CORPORATION

By: Robert Kiehl  
Title: Vice President & Treasurer  
Date: 10-2-90

By: H. J. Sahn  
Title: VP + CFO  
Date: 9/21/90