

ITEL

Pullman

January 17, 1990 JAN 23 1990 -12:20 PM

RECORDATION NO. 15880-B FILED 1425

Istel Rail Corporation

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

JAN 23 1990 -12:20 PM

INTERSTATE COMMERCE COMMISSION

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

INTERSTATE COMMERCE COMMISSION

0-023A048

- Re: 1) Amendment No. 1 to Lease Agreement
 2) Sublease Agreement
 3) Schedule No. 1 to Sublease Agreement

RECORDATION NO. 15880-E FILED 1425

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Dear Ms. McGee:

INTERSTATE COMMERCE COMMISSION

On behalf of Istel Rail Corporation, the above instrument, in three (3) counterparts each, are hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$45 recordation fee.

Please record the Amendment, Sublease and Schedule No. 1 to Sublease under the Railcar Lease Agreement dated September 14, 1988, between Istel Rail Corporation and The Atchison, Topeka and Santa Fe Railway Company ("ATSF"), which was filed with the ICC on October 17, 1988, under Recordation No. 15880.

The parties to the aforementioned instruments are listed below:

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

The Atchison, Topeka and Santa Fe Railway Company (Lessee)
920 Southeast Quincy Street
Topeka, Kansas 66628

The Amendment removes equipment from the Railcar Lease Agreement for purposes of subleasing such equipment to Plywood Marketing Associates ("PMA"); the Sublease covers terms between ATSF, as sublessor, and PMA, as sublessee; and Schedule No. 1 adds to the Sublease the equipment removed from the Railcar Lease Agreement.

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

15880-D

JAN 23 1990 4:41 PM

SUBLEASE

INTERSTATE COMMERCE COMMISSION

THIS SUBLEASE AGREEMENT ("Agreement") is made as of this 7th day of December, 1989, by and between PLYWOOD MARKETING ASSOCIATES, INC. as sublessor ("Subessor") and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY as sublessee ("Sublessee").

1. Scope of the Agreement

A. Sublessor agrees to lease to Sublessee and Sublessee agrees to sublease from Sublessor, upon the terms and conditions set forth herein and in the Schedule(s) attached hereto, a number of items of equipment bearing the reporting marks and of the type, construction and other description set forth in any Schedules attached hereto and executed by the parties concurrently herewith or hereafter. The word "Schedule" includes the schedules executed herewith and any schedules and amendments which are subsequently executed by both parties. When any such Schedule or amendment is so executed it shall become part of this Agreement. "Cars" shall mean all items of equipment subject to this Agreement and "Car" shall mean an individual item of equipment. The terms and provisions of each Schedule shall control, as to the Cars listed on such Schedule, over any inconsistent or contrary terms and provisions in the body of this Agreement.

B. Sublessee leases from Itel Rail Corporation ("Itel Rail") a number of items of railroad equipment subject to the Lease Agreement dated as of September 14, 1988, between Itel Rail and Sublessee ("Itel Lease"). Sublessee desires to lease from Sublessor, and Sublessor agrees to lease to Sublessee, the Cars subject to this Agreement on the same terms and conditions as those in the Itel Lease, except as specifically provided otherwise in this Agreement or any Schedule hereto. The parties therefore incorporate the Itel Lease by reference as if fully set forth herein, with the following changes for the purposes of this Agreement:

- A. All references in the Itel Lease to "Lessor" shall mean Sublessor.
- B. All references in the Itel Lease to "Agreement" shall mean this Agreement.
- C. All references in the Itel Lease to "Cars" shall mean "Cars" as defined in Section 1 above and shall not refer

to any railcars leased to Sublessee by Itel Rail Corporation.

2. Notices

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be deemed given when given by telecopy or telex or made in writing, deposited in United States mail, registered or certified, postage prepaid, addressed to:

Sublessor: Plywood Marketing Associates, Inc.
7409 N. E. Hazel Dell Avenue
Vancouver, Washington 98665
Attention: Mrs. Alice Agee
General Manager

Sublessee: The Atchison, Topeka and Santa Fe
Railway Company
80 E. Jackson Street
Chicago, Illinois 60604
Attention: General Manager -
Transportation

or to such other addresses as Sublessor or Sublessee may from time to time designate.

PLYWOOD MARKETING
ASSOCIATES, INC.

THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY

BY: Alice M. Agee

BY: M.C. Lyman

TITLE: General Manager

TITLE: AVP + Chief Transportation Officer

DATE: December 7, 1989

DATE: Nov 17, 1989

STATE OF Washington)
COUNTY OF Splask) ss:

On this 7th day of December, 1989, before me personally appeared Alice M Agee, to me personally known, who being by me duly sworn says that such person is General Manager of Plywood Marketing Associates, Inc. that the foregoing Sublease Agreement 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.

Marion D. Laidbaugh
Notary Public) 30 Nov 91

STATE OF Kansas)
COUNTY OF Wyandotte) ss:

On this 17 day of November, 1989, before me personally appeared _____, to me personally known, who being by me duly sworn says that such person is Chief Transportation Officer of The Atchison, Topeka and Santa Fe Railway Company, that the foregoing Sublease Agreement 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.

RD Linton
Notary Public
28 Oct 93