

# ITEL

March 15, 1991

**Ite! 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

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INTERSTATE COMMERCE COMMISSION

Re: Amendment No. 10

Dear Mr. Strickland:

On behalf of Ite! 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 Lease Agreement dated as of July 26, 1978, between Ite! Rail Corporation and Minnesota, Dakota and Western Railroad Company, as assignee of Valley and Siletz Railroad, which was filed with the ICC on January 19, 1979, under Recordation No. 10032.

The parties to the enclosed document are listed below:

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

Minnesota, Dakota and Western Railroad Company (Lessee)  
International Falls, Minnesota 56649

This Amendment terminates a sublease agreement between Lessee and Burlington Northern Railroad Company, which expired on June 30, 1990, and pertains to one hundred twenty-four (124) cars bearing reporting marks within the series BN 377000-377123 (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*

Patricia Schumacker  
Legal Assistant

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INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 10

THIS AMENDMENT NO. 10 (the "Amendment") to that certain Lease Agreement made as of July 26, 1978 (the "Agreement"), as amended, between ITEL RAIL CORPORATION ("Itel Rail"), as successor in interest to Itel Corporation, Rail Division and Valley and Siletz Railroad Company ("VS"), and assigned as of December 1, 1984 to MINNESOTA, DAKOTA AND WESTERN RAILWAY COMPANY ("MD&W") is made this 8th day of March, 1991 by and between Itel Rail as lessor, and MD&W, as assignee and lessee.

R E C I T A L S :

- A. Itel Rail and MD&W are parties to the Agreement pursuant to which Itel Rail has leased to MD&W a number of boxcars as described on the Equipment Schedules attached to the Agreement.
- B. Itel Rail consented to MD&W entering into a sublease with the Burlington Northern Railroad Company dated July 3, 1984 (the "BN Sublease") pursuant to which 124 Boxcars from within the series VS 2000-2149 were remarked to the reporting marks and numbers BN 377000-377123 (nonsequential; the "BN Cars").
- C. The BN Cars bearing the reporting marks and numbers BN 377010 and BN 377032 were destroyed on January 12, 1987 and June 21, 1989 respectively and are no longer subject to the Agreement. The BN Car bearing the reporting mark and number BN 377120 was destroyed before delivery to the BN and is no longer subject to the Agreement.
- D. The BN Sublease expired on June 30, 1990. The parties now desire to terminate the Agreement with respect to the remaining BN Cars.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

- 1. All terms defined in the Agreement shall have the meanings defined therein when used in this Amendment.
- 2. Each BN Car shall be terminated from the Agreement upon the date such BN Car is remarked.
- 3. Any obligation under the Agreement with respect to the BN Cars incurred prior to such termination shall survive the termination of the Agreement with respect to such BN Cars. Any obligations of either party, the terms of which provide that they shall survive termination of the Agreement shall survive, including without limitation indemnity obligations.

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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 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 No. 10 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

MINNESOTA, DAKOTA AND  
WESTERN RAILWAY COMPANY

By: Neil Smith  
Title: VP SALES  
Date: 3/8/91

By: Ree Walker  
Title: Vice President  
Date: 2/28/91