



STB E-FILE

October 25, 2012

Chief, Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, SW  
Washington, DC 20423-0001

**Re: Document for Recordation:  
1. Memorandum of Lease Amendment and Memorandum of Lease**

Dear Section Chief:

Attached please find for recordation one (1) copy of Memorandum of Lease Amendment and Memorandum of Lease (the "Memorandum"), a secondary document as defined in the Board's Rules for the Recordation of Documents.

The primary documents to which this Memorandum is submitted in connection with are recorded under Recordation Numbers 29988 and 29988-A.

The names and addresses to the Memorandum executed as of October 15, 2012, are:

Lessor: ATEL Leasing Corporation, as Manager for  
ATEL Cash Distribution Fund V, L.P.  
600 California Street, 6<sup>th</sup> Floor  
San Francisco, CA 94108

Lessee: Illinois Central Railroad Company  
c/o Canadian National Railway Company  
935 de La Gauchetiere Street West  
Montreal, Quebec, H3B 2M9, Canada

A description of the railroad equipment covered by the Memorandum is:

Eighteen (18) bi-level autoracks with radial end doors rebuilt to 88 status and recertified 2004/2005 attached to flatcars built from 1968 through 1972 and owned by TTX Company.

A short summary of the document to appear in the index as follows:

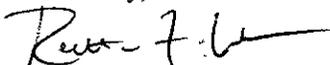
Memorandum of Lease Amendment and Memorandum of Lease

The fee of \$42.00 can be charged to our account.

Kindly return a stamped copy of the attached document to the undersigned at your earliest convenience.

Should you have any questions, please do not hesitate to contact me at 415.616.3427 or at [rwarner@atel.com](mailto:rwarner@atel.com).

Sincerely,

  
Renette F. Warner  
Senior Contract Administrator

/rfw  
Attachment

**MEMORANDUM OF LEASE AMENDMENT AND MEMORANDUM OF LEASE**

This **MEMORANDUM OF LEASE AMENDMENT AND MEMORANDUM OF LEASE** is made and entered into as of October 15, 2012, by and between **ATEL LEASING CORPORATION**, not in its individual capacity, but as Manager for **ATEL CASH DISTRIBUTION FUND V, L.P.**, as Owner ("ATEL"), located at 600 California Street, 6<sup>th</sup> Floor, San Francisco, CA 94108 and **ILLINOIS CENTRAL RAILROAD COMPANY** ("ICRC"), located at c/o Canadian National Railway Company, 935 de La Gauchetiere Street West, Montreal, Quebec, H3B 2M9, Canada.

**WITNESSETH**

ATEL, as Lessor, and ICRC, as Lessee, entered into Master Lease Agreement (Net Lease) (the "Lease Agreement") dated as of October 21, 2011 and Lease Schedule No. 1 thereto, as amended by First Amendment to Lease Schedule No. 1 dated as of June 1, 2012, which incorporates the terms and conditions of the Lease Agreement and together with the Lease Agreement is the ("Lease"). The Lease covered two hundred fourteen (214) bi-level autoracks with radial end doors rebuilt to 88 status and recertified 2004/2005 attached to flatcars built from 1968 through 1972 and owned by TTX Company (the "Racks"), one hundred and ninety-six (196) of which were sold and assigned to HELM FINANCIAL CORPORATION ("Helm") pursuant to a Master Purchase Agreement and Assignment of Lease each dated as of June 20, 2012. Prior to the sale and assignment to Helm, eighteen (18) racks were removed from the Lease pursuant to the Amendment, bearing autorack numbers and flatcar numbers as more specifically described on Exhibit A attached hereto and incorporated herein.

A Memorandum of Lease dated as of October 21, 2011 with respect to the Lease was filed with the Surface Transportation Board (the "STB") on November 16, 2011 as STB Recordation No. 29988, and a Memorandum of Assignment of Lease with respect to the 196 Racks that Helm purchased was filed with the STB on July 17, 2012 as STB Recordation No. 29988-A. The Parties now wish to show for the public record the existence of the aforesaid Amendment to the Lease deleting the 18 Racks described on Exhibit A from the Lease, and accordingly the Parties have caused this Memorandum to be executed by their respective duly authorized officers, as of the date first above written.

Further, ATEL, as Lessor, and ICRC, as Lessee entered into Schedule No. 2 to the Lease Agreement dated as of October 15, 2012 but effective *nunc pro tunc* July 27, 2012, which Schedule No. 2 incorporates the terms and conditions of the Lease Agreement (hereinafter referred to as the "Second Lease") with respect to three (3) of the 18 Racks described as follows:

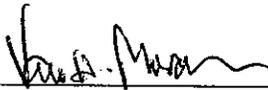
<u>No. of Units</u>	<u>Flatcar Number</u>	<u>Rack Number</u>
1	TTGX159125	483
2	TTGX160417	461
3	TTGX604199	639

The lease term with respect to the 3 Racks commenced on August 1, 2012 and continues for fifty-one (51) months thereafter and on a month to month basis thereafter with sixty (60) days prior written notice of termination required from either Lessor or Lessee, unless earlier terminated in accordance with the terms of the Lease. The Parties wish to file simultaneously with the Memorandum of Amendment, a Memorandum of Lease with respect to the Second Lease.

This Memorandum of Lease Amendment and Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the Amendment to the Lease and the Second Lease.

IN WITNESS WHEREOF, ATEL and ICRC have each executed this instrument as of the day and year first above written. Each of the undersigned certifies that he/she holds the title set forth below, that this instrument was signed on behalf of his/her corporation by authority of its Board of Directors and that the execution of this instrument was the free act and deed of his/her corporation. The undersigned further declares under penalty of perjury that the foregoing is true and correct.

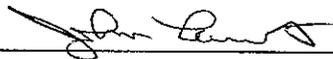
**ATEL LEASING CORPORATION, as Manager**

By: 

Print Name: Vasco H. Morais

Title: Executive Vice President & Secretary

**ILLINOIS CENTRAL RAILROAD  
COMPANY**

By: 

Print Name: John Lamont

Title: Sr. Manager, Asset Finance

ATEL LEGAL DEPARTMENT  
**APPROVED  
AS TO FORM**

BY: 

**EXHIBIT A**  
**TO MEMORANDUM OF LEASE AMENDMENT AND MEMORANDUM OF LEASE**

<b><u>No. of</u></b> <b><u>Units</u></b>	<b><u>Car</u></b> <b><u>Number</u></b>	<b><u>Rack</u></b> <b><u>Number</u></b>
1	TTGX156060	788
2	TTGX157834	564
3	TTGX158634	560
4	TTGX159125	483
5	TTGX159902	511
6	TTGX160023	480
7	TTGX160052	474
8	TTGX160385	600
9	TTGX160417	461
10	TTGX160732	789
11	TTGX603453	796
12	TTGX604199	639
13	TTGX604496	596
14	TTGX942034	569
15	TTGX942116	488
16	TTGX965015	630
17	TTGX965162	612
18	TTGX966177	469