

ITEL

Pullman

May 22, 1989

Istel Rail Corporation

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

RECORDATION NO. 8871-2 FILED 1423

MAY 26 1989 -2 10 PM

INTERSTATE COMMERCE COMMISSION

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

Re: **Amendment No. 4 to Lease Agreement dated March 26, 1976, as amended, between Istel Rail Corporation and Marinette, Tomahawk and Western Railroad Company**

Dear Ms. McGee:

On behalf of Istel 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 \$13 recordation fee.

Please record this Amendment under the Lease Agreement dated March 26, 1976, as amended, between Istel Rail Corporation and Marinette, Tomahawk and Western Railroad Company, which was filed with the ICC on June 30, 1977, under Recordation No. 8871.

The parties to the aforementioned instrument are listed below:

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

Marinette, Tomahawk and Western Railroad Company (Lessee)
P. O. Box 315
Tomahawk, Wisconsin 54487

This Amendment extends the terms of the Lease Agreement with respect to two hundred ninety-five (295) bearing reporting marks within the series MTW 4000-4199 and MTW 4200-4299 until November 30, 1989, on which date the Lease Agreement shall terminate.

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 Department



Itel Rail Corporation

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

April 16, 1989

RECORDATION NO. 8871-2 FILED 1425

MAY 26 1989 -2 10 PM

INTERSTATE COMMERCE COMMISSION

Mrs. E. L. Bierlich
Vice President and General Manager
Marinette, Tomahawk & Western Railroad Company
P.O. Box 310
South Marinette Street
Tomahawk, Wisconsin 54487

RE: Lease Agreement dated as of March 26, 1976, as amended, (the "Agreement") between ITEL RAIL CORPORATION ("Lessor"), as successor in interest to SSI Rail Corp., and MARINETTE, TOMAHAWK & WESTERN RAILROAD COMPANY ("Lessee")

Dear Mrs. Bierlich:

Lessor and Lessee are parties to the Agreement pursuant to which three hundred (300) boxcars bearing the reporting marks MTW 4000-4199 and MTW 4200-4299 (the "Car(s)") were leased by Lessor to Lessee. The Cars bearing the reporting marks MTW 4045, 4072, 4149, 4240 and 4269 were destroyed on November 4, 1986, May 3, 1981, September 20, 1985, May 13, 1982 and January 8, 1988, respectively.

Section 2 of the Agreement, as amended by the Second Amendment dated December 30, 1976, provides that the term of the Lease with respect to each Car shall be for thirteen (13) years commencing upon the date of delivery of such Car as set forth in Section 3.A., and Lessee or Lessor may terminate the Agreement, after expiration of the initial term or any extension, by twelve (12) months notice in writing delivered to the other. The initial term of the Agreement with respect to the Cars bearing reporting marks from within the series MTW 4000-4199 ("197 Cars") will expire on May 22, 1989. The initial term of the Agreement, as amended by the Third Amendment dated April 4, 1977, with respect to the Cars bearing reporting marks within the series MTW 4200-4299 ("98 Cars") will expire on July 29, 1989. Lessee's letter dated April 10, 1988 to Lessor was deemed as Lessee's twelve (12) month notice to Lessor of Lessee's desire to terminate the Agreement with respect to the Cars on the date of expiration of each initial term.

Please accept this letter as Amendment No. 4 ("Amendment") to the Agreement, whereby the parties agree to extend the term of the Agreement with respect to the 197 Cars and the 98 Cars under the same terms and conditions as those in the Agreement. The extended term shall become effective with respect to the 197 Cars on May 22, 1989, and with respect to the 98 Cars on July 29, 1989 and shall

expire with respect to all the Cars at the close of business on November 30, 1989 ("Extended Term"). Either party may, during the Extended Term, terminate the Agreement by providing thirty (30) days' prior written notice to the other.

Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all of the Cars subject to the Agreement.

Please indicate your concurrence to the above by signing and having notarized the four (4) originals of this letter and returning three (3) fully executed original to our Contract Administration Department

Sincerely,



Desmond P. Hayes
President

DPH/svf

Concurrence By:

MARINETTE, TOMAHAWK & WESTERN RAILROAD COMPANY

By: E. Z. Bredich

Title: V.P. - General Mgr.

Date: 5-15-89

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 18th day of April, 1989, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of ITEL Rail Corporation, that the foregoing Amendment No. 4 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.

Sharon L. Van Fossan
Notary Public



STATE OF Wisconsin)
) ss:
COUNTY OF Lincoln)

On this 15th day of May, 1989, before me personally appeared Elizabeth Bierlich, to me personally known, who being by me duly sworn says that such person is General Manager VVP of Marinette, Tomahawk & Western Railroad Company, that the foregoing Amendment No. 4 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.

R. J. Balis
Notary Public