

RECORDATION NO. 14544-H Filed 1425

ITEL SEP 2 1986 3 10 PM

August 26, 1986

INTERSTATE COMMERCE COMMISSION

Itel Rail Corporation

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

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

\$10.00 filing fee

Re: Amendment No. 4 to the November 1, 1984 Lease Between SSI Rail Corporation and The Atchison, Topeka and Santa Fe Railway Company

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 USC §11303(a), along with a check in the amount of \$10 covering the recordation fee.

This one is 14544-H

Please record this Amendment under the Lease Agreement dated November 1, 1984 between Itel Rail Corporation and The Atchison, Topeka and Santa Fe Railway Company, which was filed with the ICC on January 14, 1985 and given Recordation No. 14544.

The names and addresses of the parties to the aforementioned Amendment are listed below:

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

The Atchison, Topeka and Santa Fe Railway Company (Lessee)
80 East Jackson Blvd.
Chicago, Illinois 60604

This Amendment effects remarking of trust equipment bearing reporting marks TPW 103076-105095 and TPW 105097-150100 to SFLC 901700-~~901719~~ and ~~SFLC 901721~~ *thru* 901724, respectively, extension of the term of the Lease with respect to all cars under the Lease, and amendment of certain of the terms of the Lease Agreement. *Removed destroyed and terminated cars from Eg Sch No 2. A by restating it as 2. B.*

Once filed, please return to the bearer the stamped counterparts not required for filing purposes together with the fee receipt and a letter from the ICC acknowledging this filing.

Very truly yours,

Josie Villaflores
Josie Villaflores
Legal Assistant

JV:ps
Enclosure

cc: Robert S. Clark
J. Michael Kelly
Ginny Hanger

6-245A106

No. _____
Date SEP 2 1986
Fee \$ 10.00

ICC Washington, D.C.

SEP 2 3 05 PM '86
MOTOR OPERATING UNIT
ICC OFFICE OF THE SECRETARY

John Austin
Josie Villaflores

4544-11
ASSIGNED TO FIRST SECURITY BANK
OF UTAH, N.A., TRUSTEE, UNDER
A LEASE ASSIGNMENT DATED

AS OF August 26, 1986

07/25/86

RECORDATION NO. 14544-11 Filed 1425

SEP 2 1986 : 3 10 PM

AMENDMENT NO. 4 INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 4 (the "Amendment") to that certain Lease Agreement dated as of November 1, 1984, as amended, (the "Agreement") between ITEL RAIL CORPORATION ("Lessor") and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("Lessee") is made as of this 26th day of August, 1986 between Lessor and Lessee.

RECITALS:

- A. Lessor and Lessee are parties to the Agreement pursuant to which seven hundred twenty (720) flatcars bearing reporting marks from within the series SFLC 901050-901099, 901245-901544, 902000-902049, 902100-902244, 902545-902699 and TPW 105076-105100 (the "Cars") have been leased by Lessor to Lessee.
- B. The Cars listed on Equipment Schedule No. 3 are being remarked from the reporting marks TPW 105076-105095, 105097-105100 to the reporting marks SFLC 901700-901724.
- C. Twenty-five (25) Cars were terminated from the Agreement pursuant to a letter dated February 21, 1986 from Lessor to Lessee.
- D. The Car bearing the reporting marks SFLC 902679 was destroyed on January 29, 1986.
- E. The parties desire to remove destroyed and terminated Cars from Equipment Schedule No. 2.A. and to change the reporting marks on Equipment Schedule No. 3 to reflect the remark of the Cars.
- F. The parties desire to extend the Term of the Agreement, to allow for the modification of certain Cars to carry dual 45' trailers and to amend the terms of the Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement shall have the meanings defined therein when used in this Agreement.
- 2. Equipment Schedules No. 2.A. and No. 3 to the Agreement are hereby replaced by Equipment Schedules No. 2.B. and No. 3.A., respectively, attached hereto. All references to Equipment Schedule No. 2.A. and Equipment Schedule No. 3 in the Agreement, as amended, are respectively deemed to refer to Equipment Schedule No. 2.B and Equipment Schedule No. 3.A.

LESSOR'S INTEREST ASSIGNED TO
FIRST SECURITY BANK OF
UTAH, N.A., WITH RESPECT TO

-1- CARS NUMBERED SFLC 901050-901099, 901245-
901544, 901700-901724, 902000-902049, 902100-
902244, 902545-902699

604:49870

3. The words "and shall expire on October 31, 1986" in Section 2 of the Agreement, as amended, are replaced by the words "and shall expire on October 31, 1988."
4. The sentence "At any time during the Term, Lessor may, at its sole option, terminate the Agreement with respect to any number of Cars by providing not less than sixty (60) days' prior written notice to Lessee." in Section 2 of the Agreement, as amended, is removed from the Agreement in its entirety.
5. A new Subsection 3.D. is added to the Agreement as follows:
 - "D. Commencing August 1, 1986, Lessee may modify each Car listed on Equipment Schedules No. 1, No. 3.A. and No. 4, at a price and to specifications which are mutually acceptable to Lessor and Lessee, to carry two (2), forty-five foot (45') intermodal trailers ('45' Trailers'). All costs for such modification shall be for Lessor's account. Within ten (10) days after each Car arrives at the repair facility or is modified and released from the repair facility, Lessee shall notify Lessor in writing of the date such Car arrived or was released from the repair facility. Upon modification of the last Car, Lessee shall provide Lessor with a Certificate of Remarketing in the form of Exhibit A attached hereto. Each Car listed on Equipment Schedule No. 1, No. 3.A. or No. 4 which has not been modified to carry 45' Trailers shall be known as an 'Unmodified Car' and each such Car after it has been modified to carry 45' Trailers shall be known as a 'Modified Car'."
6. The words "except as exempted by Lessor's prior written consent." in Subsection 5.E.(iv) of the Agreement are replaced by "except as exempted by Section 7 of the Agreement or by Lessor's prior written consent."
7. Subsections 7.A. and 7.B. of the Agreement are replaced by the following:
 - "A. (i) The fixed rent for each day during the Term ('Fixed Rent') for each Car listed on Equipment Schedule No. 2.B. is
 - (ii) The Fixed Rent for each Unmodified Car (as defined in Subsection 3.D. hereinabove) listed on Equipment Schedule No. 1, No. 3.A. or No. 4 is
for each day through July 31, 1987 and for each day, if any, after August 1, 1987. With respect to each Unmodified Car which is modified by Lessee at Barstow, California or San Bernardino, California, Lessee shall not pay any Fixed Rent for each day that the Unmodified Car is at Lessee's repair facility for modification through and including the date such Car is released from the repair facility as a Modified Car.

(iii) The Fixed Rent for each Modified Car (as defined in Subsection 3.D. hereinabove) listed on Equipment Schedule No. 1, No. 3.A. or No. 4 is

B. On the first (1st) day of each calendar month during the Term ('Month'), Lessee shall pay to Lessor all Fixed Rent due for such Month. If any Unmodified Car(s) are modified during such Month, Lessee shall, on the first day of the calendar month following such Month, pay any outstanding amounts due to Lessor for the day(s) that such Car(s) were Modified Car(s)."

8. New Subsections 7.F., 7.G. and 7.H. are added to the Agreement as follows:

"F. In the event that any heavily damaged Car has been reported in accordance with Rule 7 of the AAR Code of Car Hire Rules and Interpretations-Freight ("Car Hire Rules") and has been placed into a contract repair facility at Lessor's direction, Lessee shall not pay any Fixed Rent with respect to such Car for each day that such Car is at such contract repair facility, except as set forth in Subsection 7.H. hereinbelow.

"G. In the event that damage has been reported with respect to any Car in accordance with Car Hire Rule 8 and such Car is detained awaiting receipt of materials which Lessee has requested from Lessor or disposition is requested from Lessor under AAR Interchange Rule 1 for such Car, Lessee shall not pay any Fixed Rent with respect to such Car commencing as of the date that Lessee has provided Lessor with a written request for such material or for such disposition through and including the date that such material has been received ("Receipt Date") or such Car is released from the repair facility designated by Lessor, provided that Lessee promptly notifies Lessor in writing of the Receipt Date, if applicable, and except as set forth in Subsection 7.H. hereinbelow.

"H. At the time that Lessee deducts Fixed Rent for any Car(s) under Subsection 7.A.(ii), 7.F. or 7.G. hereinabove, Lessee shall substantiate such deduction by supplying to Lessor the following information:

- (i) the number of such Car
- (ii) the date Lessee was entitled to stop paying Fixed Rent for such Car
- (iii) the date Lessee was required to resume paying Fixed Rent for such Car
- (iv) the reason Lessee was entitled to adjust the Fixed Rent for such Car.

If, with respect to any Car, Lessee has not complied with its obligations to provide information to Lessor under Subsection 5.D., 7.G. or 7.H., and has not supplied such information within

thirty (30) days after such information is due, Lessee shall not receive any reduction of Fixed Rent with respect to such Car and shall pay Lessor for any unpaid amounts within fifteen (15) days of receiving an invoice from Lessor for the same."

9. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
10. This Amendment may be executed by the parties hereto in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: *A. P. Hayes*
Title: President
Date: 8-26-86

By: *D. H. Ruess*
Title: Executive Vice President
Date: 8-12-86

EXHIBIT A

CERTIFICATE OF REMARKING

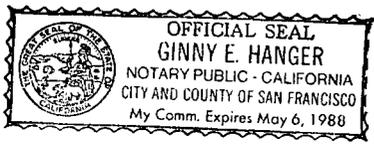
Old SFLC 901xxx
Car Number

New SFLC 902xxx
Car Number

Date of
Remarking

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

On this 26th day of August, 1986, 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.



Ginny E. Hanger
Notary Public

STATE OF IL.)
) ss:
COUNTY OF COOK)

On this 12TH day of AUGUST, 1986, before me personally appeared D. G. RUEGG, to me personally known, who being by me duly sworn says that such person is Executive Vice President of The Atchison, Topeka and Santa Fe Railway 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.

John Thomas
Notary Public
My Commission Expires Feb. 3, 1988

EQUIPMENT SCHEDULE NO. 2.B.

Itel Rail Corporation hereby leases the following Cars to The Atchison, Topeka and Santa Fe Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of November 1, 1984.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
FC	70-Ton Flush Deck Flatcar; Modified to hold two (2) forty-five foot (45') intermodal trailers	SFLC 902000-902049, 902100-902108, 902110-902127, 902129-902141, 902143-902144, 902146-902153, 902157-902158, 902160-902169, 902171, 902173, 902175-902181, 902183-902185, 902187, 902189- 902191, 902193, 902195-902199, 902201-902202, 902204-902223, 902225, 902227- 902228, 902230, 902232-902235, 902237-902238, 902240-902241, 902243-902244, 902545-902635, 902637-902666, 902668-902678, 902680-902699	89'4"	N/A	N/A	N/A	322

ITEL RAIL CORPORATION

By: *D. Mayes*

Title: President

Date: 8-26-86

THE ATCHISON, TOPEKA & SANTA FE
RAILWAY COMPANY

By: *D. Kuegg*

Title: Executive Vice President

Date: 8-12-86

EQUIPMENT SCHEDULE NO. 3.A.

Itel Rail Corporation hereby leases the following Cars to The Atchison, Topeka and Santa Fe Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of November 1, 1984.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
FC	70-Ton Flush Deck Flatcar	SFLC 901700-901724	89'4"	N/A	N/A	N/A	24

ITEL RAIL CORPORATION

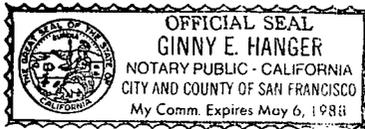
By: *JD Hayes*
Title: President
Date: 8-26-86

THE ATCHISON, TOPEKA & SANTA FE
RAILWAY COMPANY

By: *D. S. Rugg*
Title: Executive Vice President
Date: 8-12-86

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

On this 26th day of August, 1986, 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 Equipment Schedules No. 2.B. and No. 3.A. were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instruments was the free act and deed of said corporation.



Ginny E. Hanger
Notary Public

STATE OF IL.)
) ss:
COUNTY OF COOK)

On this 12TH day of AUGUST, 1986, before me personally appeared D. G. RUEGG, to me personally known, who being by me duly sworn says that such person is Executive Vice President of The Atchison, Topeka and Santa Fe Railway Company, that the foregoing Equipment Schedules No. 2.B. and No. 3.A. were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instruments was the free act and deed of said corporation.

John Thomas
Notary Public

My Commission Expires Feb. 3, 1988