

**ITEL**

CORDINATION NO. 13077-A FILED 1425

**Rail Division**

Two Embarcadero Center  
San Francisco, California 94111  
(415) 955-9090  
Telex 34234

NOV 12 1981-10 00 AM

INTERSTATE COMMERCE COMMISSION

October 29, 1981

No. 1-312A05-0  
NOV 12 1981  
FEE \$ 10.00

ICC Washington, D. C.

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation, for filing and recordation under the Lease Agreement dated as of March 10, 1981 (the "Lease") between Itel Corporation, Rail Division ("Itel") and Detroit, Toledo and Ironton Railroad Company which was filed on April 30, 1981 at 2:25 P.M. and given recordation number 13077, four counterparts of the following document:

Amendment No. 1 dated as of August 14, 1981 to the Lease

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

1. Itel Corporation  
Two Embarcadero Center  
24th Floor  
San Francisco, California 94111
2. Detroit, Toledo and Ironton Company  
One Parkland Blvd  
Dearborn, Michigan 48126

The equipment covered by the Amendment is thirty five (35) 70 ton flatcars (A.A.R. mechanical designation FC, 89'4" in length), bearing the reporting marks DTI 90100 through and including DTI 90134.

Enclosed also is a check for \$10.00 for the required recording fee.

PSP/E/12

*Alan C. Hughes*

RECEIVED  
NOV 12 8 31 AM '81  
FEE OPERATION

*Nov 12 -  
Ms. See -  
this is  
similar rec. no.  
13077  
the next letter  
may be - A,  
but I do not  
know for sure.  
Please check -  
HWH*

Ms. Agatha Mergenovich, Secretary  
October 29, 1981  
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files, it is requested that the remaining ~~three (3)~~ <sup>four</sup> counterparts be delivered to the bearer of this letter.

Sincerely,



Patricia Salas Pineda  
Counsel

PSP:sc  
Enclosures

cc: Michael Walsh, Esq.  
Weil, Gotshal & Manges  
767 Fifth Avenue  
New York, New York 10020

Robert S. Clark, Esq.  
Senior Trust Officer  
First Security Bank of Utah, N.A.  
Corporate Trust Division  
79 South Main Street  
Salt Lake City, Utah 84111

Linda Lawrence  
Intel Corporation

Cammie Marsden  
Intel Corporation

PSP/E/12

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

11/12/81

OFFICE OF THE SECRETARY

**Patricia Salas Pineda**  
**Counsel**

**Itel Rail Division**  
**Two Embarcadero Center**  
**San Francisco, Calif. 94111**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **11/12/81** at **10:00am**, and assigned re-  
recording number(s). **13077-A**

Sincerely yours,

*Agatha L. Mergenovich*  
**Agatha L. Mergenovich**  
**Secretary**

Enclosure(s)

SE-30  
(7/79)

L-0198  
8/14/81

RECORDATION NO. 13077-A Filed 1425

NOV 12 1981 - 10 00 AM

AMENDMENT NUMBER 1  
INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NUMBER 1 (the "Amendment") to that certain Lease Agreement dated March 10, 1981, between Itel Corporation, Rail Division and Detroit, Toledo and Ironton Railroad Company, is made this 14th day of August, 1981, by and between **ITEL CORPORATION, RAIL DIVISION**, a Delaware corporation as lessor ("Lessor"), and **DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY**, a Delaware corporation as lessee ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to a lease dated March 10, 1981 (the "Lease") pursuant to which a number of flatcars described therein, bearing the reporting marks DTI 90000-90099 have been leased by Lessor to Lessee; and

WHEREAS, Lessee desires to lease from Lessor thirty-five (35) additional flatcars;

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

1. All terms defined in the Lease shall have the defined meanings when used in this Amendment.
2. Equipment Schedule No. 2 which references the thirty-five (35) additional Cars bearing the reporting marks DTI 90100 - 90134, shall be added in its entirety and shall be attached to and incorporated into the Lease.
3. Pursuant to Section 4.A. of the Lease, and Lessor's request thereunder, Lessee agrees to remark all of the Cars referenced in Equipment Schedule No. 2 with Lessee's railroad markings at a cost to Lessor of one hundred dollars (\$100) per Car.
4. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
5. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL CORPORATION,  
RAIL DIVISION

By: [Signature]

Title: President

Date: October 6, 1981

DETROIT, TOLEDO AND IRONTON  
RAILROAD COMPANY

By: [Signature]

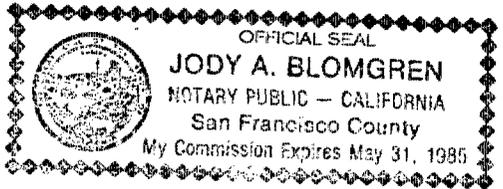
Title: Vice President Finance

Date: Sept. 3, 1981

APPROVED AS TO FORM:  
[Signature]  
DATE: 9-1-81

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

On this 6<sup>th</sup> day of October, 1981, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of IteI Corporation, Rail Division, that the foregoing Amendment Number 1 and Equipment Schedule No. 2 were 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.



Jody A. Blomgren  
Notary Public

STATE OF Michigan )  
 )  
COUNTY OF Wayne ) SS:

On this 3rd day of September, 1981, before me personally appeared P. E. Tatro, to me personally known, who being by me duly sworn says that such person is Vice President Finance of Detroit, Toledo and Ironton Railroad Company, that the foregoing Amendment Number 1 and Equipment Schedule No. 2 were 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.

J. A. Brewer  
Notary Public

J. A. BREWER  
Notary Public, Wayne County, Mich.  
My Commission Expires Dec. 16, 1981

**EQUIPMENT SCHEDULE NO. 2**

Itel Corporation, Rail Division hereby leases the following Cars to \_\_\_\_\_  
Detroit, Toledo and Ironton Railroad Company  
 subject to the terms and conditions of that certain Lease Agreement dated as of  
March 10, 1981.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions Inside			Doors Width	No. of Cars
			Length	Width	Height		
FC	70-Ton Flush Deck Flatcar	DTI 90100- 90134    —  Pet G.D.	89' 4"	N/A	N/A	N/A	35

**ITEL CORPORATION, RAIL DIVISION**

BY: *Edward M. O'Donoghue*

TITLE: President

DATE: October 6, 1981

**DETROIT, TOLEDO AND IRONTON  
RAILROAD COMPANY**

BY: *TOP*

TITLE: Vice President Finance

DATE: Sept. 3, 1981