

2-242A065

REX RAILWAYS

RECORDATION NO. 13693-A FILED 1982

AUG 30 1982 - 11 45 AM

INTERSTATE COMMERCE COMMISSION August 18, 1982

No. AUG 30 1982

Date

Fee \$ 10.00

ICC Washington, D. C.

RECORDATION NO. 13694-A FILED 1982

AUG 30 1982 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

Mrs. Mildred Lee
Interstate Commerce Commission
Recordation Department
Room 2227
12th & Constitution Ave., N.W.
Washington, D. C. 20423

Dear Mildred:

We have already filed the Lease between the Illinois Central Gulf and our Company on July 7, 1982 recordation numbers 13693 and 13694. Enclosed are three copies of an amendment to this Lease dated August 13, 1982 adding 98 cars to the Lease and our check for \$10.00 for the recording of same.

Thanking you,

Most cordially yours,



Mark A. Salitan
President

MAS:dlm
Encl.

RECORDED
AUG 30 11 40 AM '82

Interstate Commerce Commission
Washington, D.C. 20423

8/30/82

OFFICE OF THE SECRETARY

Mark A. Salitan, President
Rex Railways, Inc.
616 Palisade Avenue
D Englewood Cliffs, N.J. 07632

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 **8/30/82** at **11:45am**, and assigned re-
recording number (s).

13693^A, 13694^A, 1327-A, 13782

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

SE-30
(7/79)

**Illinois
Central
Gulf**

An **IC Industries** Company

REGISTRATION NO. 13693-A
1425

AUG 30 1982 - 11 45 AM

INTERSTATE COMMERCE COMMISSION August 13, 1982

13693-A
**Illinois Central
Gulf Railroad**
Two Illinois Center
233 North Michigan Avenue
Chicago, IL 60601
(312) 565 1600

Mr. Peter S. Schan
Vice President
Rex Railways, Inc.
616 Palisade Avenue
Englewood Cliffs, N. J. 07632

Dear Mr. Schan:

This letter agreement is intended to supplement and amend that certain Lease Agreement dated as of June 4, 1982 (the "Lease Agreement") between Rex Railways, Inc. (the "Lessor") and Illinois Central Gulf Railroad Company (the "Lessee") relating to the 500 Boxcars described in Schedule 1 thereto, in the following manner and to the following extent:

1. Lessor and Lessee agree that there shall be added to the equipment covered by the Lease Agreement an additional 98 50'6" 70-ton Cushioned XM Boxcars, numbered ICG 531900-531997, inclusive (the "Additional Cars" or, individually, "Additional Car").
2. The Additional Cars shall be delivered to Lessee in the manner prescribed by Section 2 of the Lease Agreement no later than December 31, 1982.
3. The initial term of the lease as to each Additional Car shall commence upon the date of its delivery to Lessee and, unless sooner terminated as provided in the Lease Agreement, shall terminate at the same time as the initial term of said Lease Agreement terminates, as set forth in Section 5A thereof.
4. Transportation charges for delivery of the Additional Cars shall be shared, and reimbursement to Lessee for the Lessor's portion of such charges shall be made, in the manner prescribed by Section 2 of the Lease Agreement.

5. All Car-Hire Revenues collected by Lessee for the use of the Additional Cars, and also for the use of the Cars referred to in the Lease Agreement, prior to their delivery to Lessee pursuant to the Lease Agreement shall be shared equally between Lessor and Lessee and Lessor's portion thereof shall be paid to Lessor in the manner prescribed by the Lease Agreement.

6. In all other respects the provisions of the Lease Agreement shall apply to the Additional Cars in the same manner as to the Cars referred to therein.

If you are in agreement with the foregoing, please execute all copies of this agreement on behalf of Rex Railways, Inc. and return two of them, retaining the third for your file. Also, will you please send us the Umler data so that we can begin our processing.

Very truly yours,

ILLINOIS CENTRAL GULF RAILROAD
COMPANY

By D. D. Hagestad
D. D. Hagestad
Vice President

AGREED AND ACCEPTED:

REX RAILWAYS, INC.

By Charles J. Patton, Pres.
Title:



**Illinois
Central
Gulf**

An **IC Industries** Company

RECORDATION NO. 13693 A

AUG 30 1982 11 45 AM

INTERSTATE COMMERCE COMMISSION

August 13, 1982

13693 (4)
Illinois Central
Gulf Railroad
Two Illinois Center
233 North Michigan Avenue
Chicago, IL 60601
(312) 565 1600

Mr. Peter S. Schan
Vice President
Rex Railways, Inc.
616 Palisade Avenue
Englewood Cliffs, N. J. 07632

Dear Mr. Schan:

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Very truly yours,

ILLINOIS CENTRAL GULF RAILROAD
COMPANY

By *D. D. Hagestad*
D. D. Hagestad
Vice President

AGREED AND ACCEPTED:

REX RAILWAYS, INC.

By *Mark A. Arletan, Pres.*
Title: