

ITEL RAIL

55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234

RECORDATION NO. 13706-H FILED 1983
FEB 25 1983 - il
INTERSTATE COMMERCE COMMISSION

February 16, 1983

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

3-056-050
No. FEB 25 1983
Date
Fee \$ 10.00
ICC Washington, D.C.
FEE OPERATION BR.
FEB 25 11 47 AM '83
RECEIVED

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 as an additional filing under the Lease Agreement dated as of May 14, 1982 (the "Lease") between Itel Corporation, Rail Division ("Itel") and the Atchison, Topeka and Santa Fe Railway Company ("Lessee") which was filed on July 26, 1982 at 1:45 p.m. and given recordation No. 13706, four counterparts of the following document:

Amendment No. 2 dated as of December 17, 1982 (the "Amendment") to the Lease between Itel and Lessee.

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

1. The Atchison, Topeka and Santa Fe Railway Company
80 East Jackson Boulevard
Chicago, Illinois 60604
2. Itel Corporation, Rail Division
55 Francisco, 7th Floor
San Francisco, California 94133

The equipment covered by this Amendment is five hundred fourteen (514) 70-ton, 89'4" flatcars, A.A.R. mechanical designation FC, bearing reporting marks SFLC 901000 through SFLC 901294 and SFLC 901481 through SFLC 901699.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

We think this one will be 13706-H

Remembered for - Sister Mergenovich

Agatha Mergenovich

Ms. Agatha Mergenovich, Secretary
February 16, 1983
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) counterparts be returned to the bearer of this letter.

Sincerely,



Patricia Salas Pineda
Counsel

PSP:dmm
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 84125

Doug Drummond
Itel Corporation

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

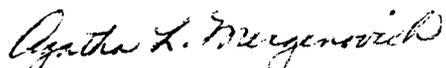
Patricia Salas Pineda
Itel-Corporation-Rail Div.
55 Francisco
San Francisco, California 94133

February 25, 1983

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/25/83 at 11:55AM , and assigned re-
recording number(s). 13706-H, & 10032-E

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

3706-H
L-0409
12/14/82

AMENDMENT NO. 2

RECORDATION NO. 13706-H
FFB 25 1983 - 11 AM
INTERSTATE COMMERCE COMMISSION
FILED 1425

THIS AMENDMENT NO. 2 (the "Amendment") to that certain Lease Agreement (the "Agreement") dated May 14, 1982 between ITEL CORPORATION, RAIL DIVISION ("Lessor") and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("Lessee") is made this 17th day of December, 1982 between Lessor and Lessee.

WITNESSETH:

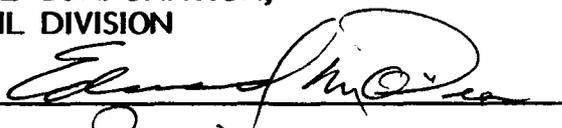
WHEREAS, Lessor and Lessee are parties to the Agreement, pursuant to which seven hundred (700) flatcars ("Car(s)") described therein have been leased by Lessor to Lessee, of which one hundred eighty-six (186) of such Cars are no longer subject to the Agreement pursuant to Amendment No. 1, attached and incorporated into the Agreement.

WHEREAS, pursuant to Amendment No. 1 to the Agreement, dated August 23, 1982, Equipment Schedule No. 3 was deleted.

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

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. Equipment Schedule No. 1, executed on July 7, 1982, attached to and incorporated into the Agreement, shall be amended by the deletion of the numbers "SFLC 901000-901480 (N.S.)" from the "Numbers" column and by the substitution therefor of the numbers "SFLC 901050-901294".
3. Equipment Schedule No. 2, executed on July 7, 1982, attached to and incorporated into the Agreement, shall be amended by the deletion of the numbers "SFLC 901000-901480 (N.S.)" from the "Numbers" column and by the substitution therefor of the numbers "SFLC 901000-901049".
4. Equipment Schedule No. 4, executed on July 7, 1982, attached to and incorporated into the Agreement, shall be amended by the deletion of the numbers "SFLC 105301-105800 (N.S.)" from the "Numbers" column and by the substitution therefor of the numbers "SFLC 901481-901699".
5. 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.
6. This Agreement shall be executed by the parties hereto in any number of counterparts and said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL CORPORATION,
RAIL DIVISION

By: 

Title: President

Date: 2/4/83

THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY

By: 

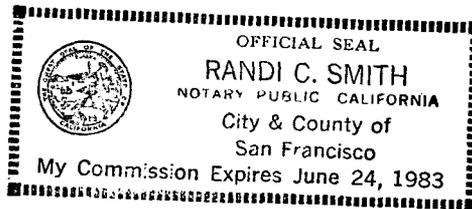
Title: Executive Vice President

Date: 1/20/83

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

On this 9th day of February, 1982, 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 ITEL Corporation, Rail Division, that the foregoing Amendment No. 2 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.

Randi C. Smith
Notary Public



STATE OF Illinois)
)
COUNTY OF Cook) ss:

On this 20th day of January, 1982, 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. 2 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.

T.H. Remmer
Notary Public

