

ITEL

Rail Division

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

August 26, 1982

RECORDATION NO. 13555 Filed 1225

51A072

No. SEP 8 1982

Fee \$ 10.00

Interstate Commerce Commission
Washington, D.C. 20423

SEP 8 - 1982 - 10 05 AM

ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

Attn: Mrs. Lee

Dear Mrs. Lee:

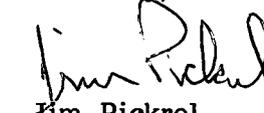
Your office called last week to inform us that in a letter dated August 13, 1982 we had omitted a check for the filing of the following document, which is to be filed under the Lease Agreement dated as of October 15, 1981 between Itel Corporation, Rail Division and Burlington Northern Railroad, filed on February 18, 1982 at 3:20 P.M. and given recordation number 13555:

Amendment No. 2 dated as of July 16, 1982 to the Lease between Itel and Burlington Northern.

Enclosed find our check for \$10.00. Please proceed with the filing of this Amendment using the cover letter and four counterparts mailed to you on August 13.

Thank you for your attention to this matter.

Sincerely,


Jim Pickrel
Legal Assistant

/dmm
Enclosure

AUG 27 1982

RECEIVED
SEP 8 9 56 AM '82
FEE DEPARTMENT RR.

L-0321
7/16/82

RECORDATION NO. 13555-B
Filed 1425

SEP 8 - 1982 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 (the "Amendment") to that certain Lease Agreement (the "Lease") dated as of October 15, 1981 between ITEL CORPORATION, RAIL DIVISION as lessor ("Itel Rail") and BURLINGTON NORTHERN RAILROAD COMPANY as lessee ("Lessee") is made this 16th day of July, 1982 between Itel Rail and Lessee.

W I T N E S S E T H :

WHEREAS, Itel Rail and Lessee are parties to the Lease pursuant to which certain Items of Equipment described therein, bearing the reporting marks SSIX 100101 and SSIX 100102, have been delivered by Itel Rail to Lessee.

WHEREAS, Itel Rail and Lessee desire to interrupt the Lease for one (1) Item of Equipment (SSIX 100102) for a period of time, which the parties understand will not be in excess of fifteen (15) days, and allow such Item of Equipment to be used by Southern Pacific Transportation Co. ("SPTC").

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree to amend the Lease as follows:

1. All terms defined in the Lease shall have their defined meanings when used in this Amendment.
2. All terms and conditions of the Lease, with respect to SSIX 100102 only, shall be suspended and of no effect, from the date on which Lessee (1) moves SSIX 100102 off Lessee's railroad line at Portland, Oregon for delivery to SPTC, and (2) SSIX 100102 is accepted from interchange by SPTC (to be hereinafter called the "Compliance Date") to and including the date on which SSIX 100102 is finally returned to Lessee's railroad line (to be hereinafter called "Ending Date").
3. Itel Rail shall indemnify and hold Lessee harmless from any and all claims asserted against Lessee for loss, damage, or injury (including death) which may arise from or be caused in any way by the use or possession of SSIX 100102 during the period of time from the Compliance Date to the Ending Date inclusive.
4. Upon the Ending Date, all terms and conditions of the Lease shall be applicable to SSIX 100102 and Lessee shall be responsible for all of its obligations under the Lease.
5. A. In the event SSIX 100102 is damaged during the period commencing as of the Compliance Date, the terms and conditions of the Lease shall remain suspended and of no effect with respect to SSIX 100102 only until the date SSIX 100102 is (i) restored to good order and repair, and (ii) returned to Lessee's railroad line, provided, however, that SSIX 100102 shall not be returned to Lessee's railroad line subsequent to the expiration date of the Lease.
B. In the event SSIX 100102 is destroyed during the period commencing as of the Compliance Date, the Lease, with respect to SSIX 100102, shall be terminated.

6. Nothing herein contained shall (i) be deemed to constitute a waiver or otherwise modify, affect or impair any sum due to ITEL Rail with respect to SSIX 100102 under the terms and conditions of the Lease with regard to any period of time prior to the Compliance Date or after the Ending Date, or (ii) be deemed to constitute a waiver or otherwise modify, affect or impair the powers, rights, or remedies vested in or available to ITEL Rail with respect to SSIX 100102 under the terms and conditions of the Lease with regard to any period of time prior to the Compliance Date or after the Ending Date.
7. In the event SPTC decides not to accept and use SSIX 100102 subsequent to the execution of this Amendment, this Amendment shall be deemed null and void.
8. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
9. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

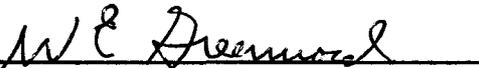
ITEL CORPORATION,
RAIL DIVISION

By: 

Title: President

Date: Aug 5, 1982

BURLINGTON NORTHERN
RAILROAD COMPANY

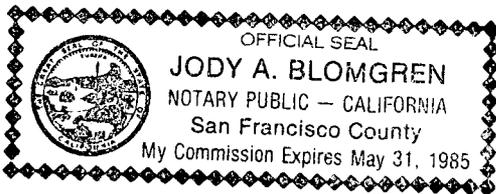
By: 

Title: Senior AVP - INTERMODAL

Date: 7-15-82

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

On this 5th day of August, 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.



Jody A. Blomgren
Notary Public

STATE OF Minnesota)
)
) ss:
COUNTY OF Ramsey)

On this 30th day of July, 1982, before me personally appeared W. E. Greenwood, to me personally known, who being by me duly sworn says that such person is Senior VP - International of Burlington Northern Railroad 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.

Ruth M. Cullen
Notary Public

