

13587
ITEL

July 27, 1988

Itel Rail Corporation

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

RECORDATION NO. 13587-A PAGE 1425

AUG 5 1988 3 25 PM

INTERSTATE COMMERCE COMMISSION

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Amendment No. 1 to Lease Agreement dated July 24, 1981,
between Itel Railcar Corporation and Green Bay and Western
Railroad 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 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Amendment under the Lease Agreement dated July 24, 1981, between Itel Railcar Corporation, as assignee of Evans Railcar Leasing Company, and Green Bay and Western Railroad Company, which was filed with the ICC on March 4, 1982, under Recordation No. 13587.

The parties to the aforementioned instrument are listed below:

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

Green Bay and Western Railroad Company (Lessee)
P.O. Box 2507
Green Bay, Wisconsin 54306

This Amendment terminates from the Lease Agreement fifteen (15) boxcars bearing reporting marks GBW 9082-9099 (n.s.).

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

Patricia Schumacker

Patricia Schumacker
Legal Department

AUG 5 1988-3 2A PM

INTERSTATE COMMERCE COMMISSION

LOT NO. 1941-00

07/01/88

AMENDMENT NO. 1

AMENDMENT NO. 1 (the "Amendment") to the Lease Agreement dated as of July 24, 1981 (the "Agreement"), between Evans Railcar Leasing Company ("Evans") and GREEN BAY AND WESTERN RAILROAD COMPANY ("GBW") is made as of this 6th day of July, 1988, by and between ITEL RAILCAR CORPORATION, as assignee of Evans ("Lessor"), and GBW ("Lessee").

RECITALS:

- A. Lessor and Lessee are parties to the Agreement pursuant to which one hundred (100) covered hoppers bearing reporting marks GBW 9000-9099 (the "Cars") have been leased to Lessee.
- B. Twenty-five Cars bearing reporting marks GBW 9002, 9003, 9006, 9008, 9010, 9011, 9015, 9021, 9026, 9033, 9034, 9046, 9051, 9053, 9054, 9062, 9063, 9066, 9072, 9073, 9076, 9080, 9084, 9095, 9098 were removed from the Agreement in February 1987.
- C. Lessor desires to terminate fifteen (15) Cars bearing reporting marks GBW 9082, 9083, 9085-9094, 9096, 9097, 9099 from the Agreement.

NOW THEREFORE, the parties hereto agree to amend the Agreement as follows:

- I. All terms defined in the Agreement shall have the meanings defined therein when used in this Amendment.
- II. Effective upon the execution of this Amendment, Equipment Schedule No. 1 to the Agreement shall be deleted and replaced by Equipment Schedule No. 1.A. attached hereto. All references in the Agreement to Schedule 1 shall be deemed to refer to Equipment Schedule No. 1.A.
- III. Notification to Lessor pursuant to Section 14 of the Agreement shall be addressed to:

Itel Railcar Corporation
55 Francisco Street
San Francisco, CA 94133
Attention: President

- IV. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

LOT NO. 1941-00

- V. 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 RAILCAR CORPORATION

By: *D. D. Hayes*

Title: *President*

Date: *July 6, 1988*

GREEN BAY AND WESTERN RAILROAD
COMPANY

By: *J. Buckley*

Title: *President*

Date: *July 12, 1988*

EQUIPMENT SCHEDULE NO. 1.A.

Itel Railcar Corporation hereby leases the following Cars to Green Bay and Western Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of July 24, 1981.

AAR Mech Design.	Description	Numbers	Length	Dimensions			No. of Cars
				Inside Width	Height	Doors Width	
LO	3000 Cubic Foot Capacity, 100-Ton Covered Hopper Cars	GBW 9000, 9001, 9004, 9005, 9007, 9009, 9012-9014, 9016-9020, 9022-9025, 9027-9032, 9035-9045, 9047-9050, 9052, 9055-9061, 9064, 9065, 9067-9071, 9074, 9075, 9077-9079, 9081				60	

The parties hereto agree that, until such time as the Cars described above (the "Cars") are lined,, the Cars shall not be loaded with corrosive materials. If the Cars are lined, the Cars may be loaded with all corrosive materials except salt.

ITEL RAILCAR CORPORATION

GREEN BAY AND WESTERN RAILROAD
COMPANY

By: *[Signature]*
 Title: President
 Date: July 6, 1988

By: *[Signature]*
 Title: President
 Date: July 12, 1988

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

On this 6th day of July, 1988, 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 Railcar Corporation, that the foregoing Amendment No. 1 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 of corporation.

Sharon L. Van Fossan
Notary Public



STATE OF WISCONSIN)
) ss:
COUNTY OF BROWN)

On this 12th day of July, 1988, before me personally appeared Jerold J. Bruley, to me personally known, who being by me duly sworn says that such person is President of Green Bay and Western Railroad that the foregoing Amendment No. 1 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 of corporation.

G. P. DeGroot
Notary Public

G. P. DeGROOT
NOTARY PUBLIC STATE OF WISCONSIN
My Commission Expires Feb. 23, 1992

