

# ITEL

13666/A

RECORDATION NO. .... Filed 1425

## Rail Division

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

JUN 17 1982-10 50 AM

INTERSTATE COMMERCE COMMISSION

June 2, 1982

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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 February 17, 1982 (the "Lease") between Itel Corporation, Rail Division ("Itel") and Kyle Railways, Inc. ("Lessee"), which is being submitted for filing concurrently herewith, four counterparts of the following document:

Amendment No. 1 (the "Amendment") dated as of March 8, 1982 to the Lease between Itel and Lessee.

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

1. Itel Corporation, Rail Division  
Two Embarcadero Center, 24th Floor  
San Francisco, California 94111
2. Kyle Railways, Inc.  
861 Sixth Avenue, Suite 419  
San Diego, California 92101

The equipment covered by the Amendment is seventy (70) 70-ton boxcars, 50'6" in length (A.A.R. mechanical designation XM) bearing reporting marks as described in Exhibit A attached to this letter.

*Agatha Mergenovich*  
*John*

Ms. Agatha Mergenovich, Secretary  
June 2, 1982  
Page Two

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

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 delivered 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 84111

Doug Drummond  
Itel Corporation

Linda Lawrence  
Itel Corporation

EXHIBIT A

Previous Car Numbers

Current Car Numbers

COP

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RECORDATION NO. .... Filed 1425

AMENDMENT NO. 1

JUN 17 1982 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

**THIS AMENDMENT NO. 1** (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of February 17, 1982 between **ITEL CORPORATION, RAIL DIVISION** as the lessor ("Lessor") and **KYLE RAILWAYS, INC.** as the lessee ("Lessee") is made this 8th day of March, 1982 by and between Lessor and Lessee.

**W I T N E S S E T H :**

**WHEREAS,** Lessor and Lessee are parties to the Agreement pursuant to which seventy (70) items of railroad equipment ("Car(s)") described therein have been leased by Lessor to Lessee.

**NOW, THEREFORE,** in consideration of the mutual promises and agreements made herein, the parties agree to amend the Agreement as follows:

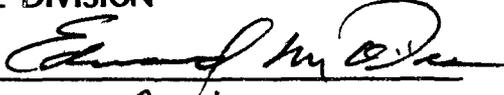
1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. Subsection 6.A.(ii)(b) is hereby deleted in its entirety and replaced by the following:

"(b) for the second and third calendar year ("Calendar Year" as hereinafter defined) as an amount equal to the Revenues which the Cars would have earned in the aggregate at a Utilization Rate of fifteen (15) percent with the assumption that each Car traveled sixty-five (65) miles per day for fifty-five (55) days a year;"

3. The words "January 1, 1985" in Section 6.A.(ii) of the Sublease attached as Exhibit A to the Agreement are hereby deleted and replaced by the words "upon the expiration of the third Calendar Year ('Calendar Year' as hereinafter defined)."
4. The words "period commencing as of the date of this Sublease through and including December 31, 1984" in Section 6.D.(i) of the Sublease described in Exhibit A attached to the Agreement are hereby deleted and replaced by the words "first, second and third Calendar Years."
5. The words "January 1, 1985" in Sections 6.D.(i) and 6.E.(ii) of the Sublease described in Exhibit A attached to the Agreement are hereby deleted and replaced by the words "upon the expiration of the third Calendar Year."
6. The words "period commencing January 1, 1983 through and including December 31, 1984" in Section 6.E.(i) of the Sublease attached as Exhibit A to the Agreement are hereby deleted and replaced by the words "second and third Calendar Years."
7. The Equipment Schedule No. 1 executed on March 1, 1982, attached to and incorporated into the Agreement, is hereby deleted and replaced by Amended Equipment Schedule No. 1 attached hereto.

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 said counterparts shall be deemed to constitute one and the same instrument.

ITEL CORPORATION,  
RAIL DIVISION

By: 

Title: President

Date: 4-27-82

KYLE RAILWAYS, INC.

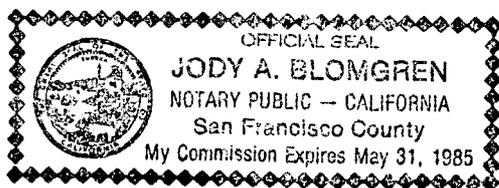
By: 

Title: Executive Vice President

Date: April 8, 1982

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

On this 27<sup>th</sup> day of April, 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. 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 corporation.

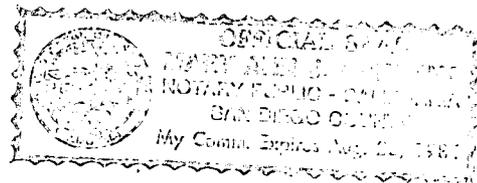


Jody A. Blomgren  
Notary Public

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

On this 8th day of April, 1982, before me personally appeared L. T. Cecil, to me personally known, who being by me duly sworn says that such person is Executive Vice President of Kyle Railways, Inc., 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 corporation.

Maryann A. McKenna  
Notary Public



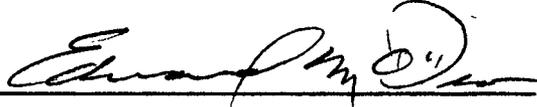
AMENDED SCHEDULE NO. I

Istel Corporation, Rail Division hereby leases the following Cars to Kyle Railways, Inc. subject to the terms and conditions of that certain Lease Agreement dated as of February 17, 1982.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	General Purpose 70-Ton Boxcars	NTR 7005	50' 6"	9' 6"	10' 7"	8'0" (2)	70
		7007					
		7009					
		7010					
		7012					
		7015					
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ITEL CORPORATION, RAIL DIVISION

KYLE RAILWAYS, INC.

BY: 

BY: 

TITLE: President

TITLE: Executive Vice President

DATE: 4-18-82

DATE: April 8, 1982

## AMENDED SCHEDULE NO. I

Itel Corporation, Rail Division hereby leases the following Cars to Kyle Railways, Inc. subject to the terms and conditions of that certain Lease Agreement dated as of February 17, 1982.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	General Purpose 70-Ton Boxcars	NTR 7069 7072 7077 7078 7082 7088 7090 7091 7094 7098 7100 7108 7110 7112 7115 7116 7119 7120 7126 7133 7134 7136 7140 7141 7144 7147 7149	50' 6"	9' 6"	10' 7"	8'0" (2)	

ITEL CORPORATION, RAIL DIVISION

KYLE RAILWAYS, INC.

BY: BY: TITLE: PresidentTITLE: Executive Vice PresidentDATE: 4-18-82DATE: April 8, 1982

AMENDED SCHEDULE NO. 1

Itel Corporation, Rail Division hereby leases the following Cars to Kyle Railways, Inc. subject to the terms and conditions of that certain Lease Agreement dated as of February 17, 1982.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	General Purpose 70-Ton Boxcars	NTR 7162	50' 6"	9' 6"	10' 7"	8'0" (2)	
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ITEL CORPORATION, RAIL DIVISION

KYLE RAILWAYS, INC.

BY: 

BY: 

TITLE: President

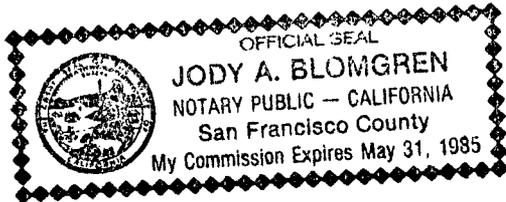
TITLE: Executive Vice President

DATE: 4-15-82

DATE: April 8, 1982

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

On this 18<sup>th</sup> day of April, 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 Amended Schedule 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 corporation.



Jody A. Blomgren  
Notary Public

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

On this 8th day of April, 1982, before me personally appeared L. T. Cecil, to me personally known, who being by me duly sworn says that such person is Executive Vice President of Kyle Railways, Inc., that the foregoing Amended Schedule 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 corporation.

Morgan J. McHenry  
Notary Public

