

# ITEL RAIL

14256

RECORDATION NO. .... Filed 1425

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

JAN 19 1984 -9 25 AM

INTERSTATE COMMERCE COMMISSION

D

December 27, 1983

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

RECORDATION NO. 14256/1425

JAN 19 1984 -9 25 AM

No. 4-019A028

Date .. JAN. 19. 1984 ..

Fee \$ 60.00 ..

ICC Washington, D. C.

Dear Ms. Mergenovich: INTERSTATE COMMERCE COMMISSION

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 Rail Corporation, for filing and recordation, four counterparts of each of the following documents:

Lease Agreement dated as of October 4, 1983 (the "Lease") between Itel Rail Corporation ("Itel") as the Lessor, and Green Bay and Western Railroad Company ("GBW") as Lessee ("Lessee").

Amendment No. 1, dated November 3, 1983 to the Lease between Itel and Lessee (the "Amendment").

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

1. Itel Rail Corporation  
55 Francisco Street  
San Francisco, California 94133
2. Green Bay and Western Railroad Company  
P.O. Box 2507  
Green Bay, Wisconsin 54306

The equipment covered by the Lease and the Amendment is thirty-five (35) 100-ton gondolas (AAR mechanical designation GB, 52'6" in length), bearing the reporting marks GBW 5500 through and including GBW 5534.

Also enclosed is a check in the amount of \$ 60.00 for the required recording fee.

RECEIVED  
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C.C.  
OPERATION DR.

Ms. Agatha Mergenovich  
December 27, 1983  
Page 2

Please stamp all counterparts of the enclosed Lease and 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,

A handwritten signature in black ink, appearing to read 'Patricia Salas Pineda', written in a cursive style.

Patricia Salas Pineda  
Counsel

PSP:gap  
Enclosures

cc: Virginia Hanger, Itel Rail Corporation  
Linda Lawrence, Itel Rail Corporation

L-0574  
11/2/83

RECORDATION NO. 14256/1425

AMENDMENT NO. 1 JAN 19 1984 -9 25 AM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 ("Amendment") to that certain Lease Agreement ("Agreement") made as of October 4, 1983 between ITEL RAIL CORPORATION ("Lessor") and GREEN BAY AND WESTERN RAILROAD COMPANY ("Lessee") is made this 3rd day of November, 1983 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 thirty-five (35) gondolas ("Car(s)") described on Equipment Schedule No. 1 attached to and incorporated into the Agreement, have been leased and delivered by Lessor to Lessee;

WHEREAS, Lessor and Lessee desire to amend the Agreement to change the definition of "Delivery";

NOW, THEREFORE, in consideration of the mutual premises and agreements made 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. Subsection 3.A. of the Agreement shall be deleted in its entirety and shall be replaced with the following:

"3. Supply Provisions

- A. Lessee hereby approves the specifications of the Cars delivered to it by Lessor. The Cars shall be stencilled with the railroad markings of Lessee in compliance with all applicable regulations. Each Car shall be deemed delivered and subject to the terms and provisions of this Agreement at 12:01 P.M. on October 12, 1983 which was the date each Car was inspected and accepted by Lessor subsequent to such Car's interchange into domestic service from the railroad lines of the National Railways of Mexico ("NDM") to the railroad lines of the Missouri Pacific Railroad Company ("MP") ("Delivery"). The Cars shall be moved to Lessee's railroad line at no cost to Lessee as soon as is consistent with mutual convenience and economy. Notwithstanding that Lessee may not have immediate physical possession of the Cars leased hereunder, Lessee agrees to pay the rent set forth in this Agreement. To move the Cars to Lessee's railroad line and to ensure optimal use of the Cars after the Initial Loading (as hereinafter defined), Lessor agrees to assist Lessee in monitoring Car movements and, when deemed necessary by Lessee and Lessor, to assist in the issuance of movement orders with respect to such Cars to other railroad lines in accordance with Interstate Commerce Commission ("ICC") and Association of American Railroads ("AAR") interchange rules. If Lessor incurs expenses in having other railroads move Cars in accordance with this Section, Lessee shall reimburse Lessor for such expenses within ten (10) days of receipt of invoice from Lessor. For the purposes hereof, the term "Initial Loading" as to each Car, shall be the earlier to occur of either (1) the date such Car shall have been loaded off Lessee's railroad line with the first load of freight, or (2) the thirty-first (31st) day after such Car is delivered pursuant to this Section."

3. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
4. 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.

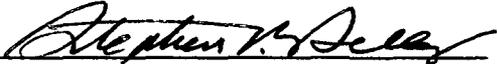
ITEL RAIL CORPORATION

By: 

Title: President

Date: 11/14/83

GREEN BAY AND WESTERN  
RAILROAD COMPANY

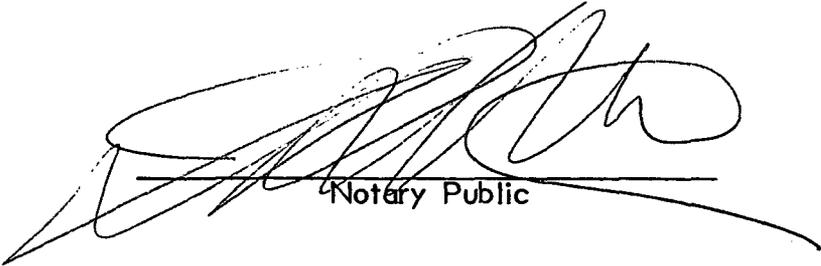
By: 

Title: President

Date: 11-9-83

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

On this 17 day of November, 1983, 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 IteI Rail 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 corporation.

  
Notary Public



STATE OF Wisconsin )  
 )  
COUNTY OF Brown ) ss:

On this 9 day of November, 1983, before me personally appeared Stephen P. Selby, to me personally known, who being by me duly sworn says that such person is President of Green Bay and Western Railroad Company, 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.

  
Notary Public

