

ITEL

Rail Division

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

RECORDATION NO. 11899-A Filed 1425

JUL 21 1981 -2 15 PM

INTERSTATE COMMERCE COMMISSION

July 16, 1981

7/21/81
Date
\$ 10.00
Washington, D.C.

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, Rail Division ("Itel"), for filing and recordation under the Lease Agreement dated as of April 11, 1980 between Itel and Maine Central Railroad Company ("Lessee"), which was filed on June 11, 1980 at 11:25 A.M. and given recordation number 11899, four counterparts of the following document:

Amendment No. 1 dated as of April 27, 1981 between Itel and Lessee (the "Amendment")

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

1. Itel Corporation, Rail Division
Two Embarcadero Center
San Francisco, CA 94111
2. Maine Central Railroad Company
242 St. John Street
Portland, Oregon 04102

The equipment covered by the Amendment is fifty (50) 70 ton flatcars (A.A.R. mechanical designation FC; 89'4" in length), bearing the reporting marks MEC 105001 through and including MEC 105050.

Also enclosed is a check for \$10.00 for the required recordation fee.

Ms. Agatha Mergenovich
July 16, 1981
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Please stamp all counterparts of the enclosed document 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 mailed via certified mail to Itel Corporation, Two Embarcadero Center, 24th Floor, San Francisco, California 94111 Attention: Patricia Salas Pineda, Esq.

Sincerely,



Patricia Salas Pineda
Counsel

PSP:sc
Enclosures

cc: Ronald E. Dean
Wells Fargo Transport Leasing Corporation
425 California Street
San Francisco, CA 94104

Robert F. Darling
Wells Fargo Transport Leasing Corporation
425 California Street
San Francisco, CA 94104

Doug Drummond
Itel Corporation

Margaret Mackenzie
Itel Corporation

L-0169
4/27/81

JUL 21 1981 -2 15 PM

AMENDMENT NO. 1

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of April 11, 1980, between ITEL CORPORATION, RAIL DIVISION ("Iitel Rail") and MAINE CENTRAL RAILROAD COMPANY ("Lessee") is made this 27th day of April, 1981 by and between Iitel Rail and Lessee.

W I T N E S S E T H:

WHEREAS, Iitel Rail and Lessee are parties to the Agreement pursuant to which fifty (50) flatcars bearing the reporting marks MEC 105001-105050 (hereinafter referred to as the "Cars") have been leased and delivered by Iitel Rail to Lessee.

WHEREAS, the initial Lease Term of the Agreement, with respect to the Cars, shall expire on June 9, 1981.

WHEREAS, Iitel Rail and Lessee desire to amend the Agreement, with respect to the Cars, to extend the term of the Agreement.

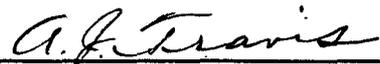
NOW, THEREFORE, in consideration of the mutual premises and agreements made herein, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. Pursuant to Section 2.B. of the Agreement, Iitel Rail and Lessee hereby agree that the Agreement, with respect to the Cars, shall be extended for an Extended Lease Term of eleven (11) months, commencing as of June 10, 1981.
3. Nothing set forth in this Amendment with respect to the Agreement represents a waiver by the parties hereto of any rights under the Agreement or the Bankruptcy Code and is not an assumption of the Agreement under the Bankruptcy Code, and in the event of the rejection of the Agreement by order of the Bankruptcy Court under the Bankruptcy Code, Lessee and Assignee may claim pre-petition damages, if any, with respect to such rejection of the Agreement.
4. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
5. 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 CORPORATION,
RAIL DIVISION

MAINE CENTRAL RAILROAD
COMPANY

By: 

By: 

Title: President

Title: Executive Vice President

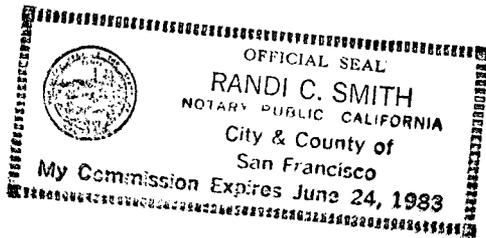
Date: June 24, 1981

Date: June 19, 1981

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

On this 24th day of June, 1981, 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.

Randi C. Smith
Notary Public



STATE OF Maine)
) ss:
COUNTY OF Cumberland)

On this 19th day of June, 1981, before me personally appeared Arnold J. Travis, to me personally known, who being by me duly sworn says that such person is Executive Vice President of Maine Central 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.

Sandra H. Schultz
Notary Public

MY COMMISSION EXPIRES
NOVEMBER 27, 1981

