

9-135A008

ITEL

Pullman

May 9, 1989

No. _____
Date _____
Fee \$ _____

Itel Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000
(415) 781-1035 Fax

16338

RECORDATION #00 _____ FILED #423

MAY 15 1989 - 11 30 AM

INTERSTATE COMMERCE COMMISSION

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

Re: **Master Lease dated as of April 19, 1989, between Itel Railcar Corporation and FMC Corporation**

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in three (3) 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 Master Lease under a new recordation number.

The parties to the aforementioned instrument are listed below:

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

FMC Corporation (Lessee)
2000 Market Street
Philadelphia, Pennsylvania 19103

This Master Lease describes the terms and conditions by which equipment, set forth in subsequent schedules thereto, is leased.

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

Interstate Commerce Commission
Washington, D.C. 20423

5.16.89

OFFICE OF THE SECRETARY

Patricia Schumacker
Ite1 Rail Corporation
55 Francisco Street
San Francisco, Calif. 94133

Dear: **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5.15.89**, at **11:30am**, and assigned recordation number(s). **16338 & 16338-A 16339 & 16339-A**

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

MAY 15 1989 - 11 30 AM

MASTER LEASE

INTERSTATE COMMERCE COMMISSION

THIS LEASE AGREEMENT ("Agreement") is made as of this 19th day of April, 1989, by and between ITEL RAILCAR CORPORATION, a Delaware corporation located at 55 Francisco Street, San Francisco, California 94133, as lessor ("Lessor"), and FMC CORPORATION, a Delaware corporation, located at 2000 Market Street, Philadelphia, PA 19103, as lessee ("Lessee").

1. Scope of the Agreement

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, upon the terms and conditions set forth herein and in the Rider(s) attached hereto, a number of items of equipment bearing the reporting marks and of the type, construction and other description set forth in any Riders attached hereto and executed by the parties concurrently herewith or hereafter. The word "Rider" includes the riders executed herewith and any riders and amendments which are subsequently executed by both parties. When any such Rider or amendment is so executed it shall become part of this Agreement. "Cars" shall mean all items of equipment subject to this Agreement and "Car" shall mean an individual item of equipment. In the event of a conflict between any Rider and the body of this Agreement, the terms and provisions of each Rider shall control, as to the Cars listed on such Rider, over any inconsistent or contrary terms and provisions in the body of this Agreement.

Provisions of the Agreement

Lessee leases from Pullman Leasing Company ("Pullman") a number of items of railroad equipment subject to the Lease Agreement dated as of February 1, 1976 between Pullman and Lessee ("Pullman Lease"). Lessee desires to lease from Lessor, and Lessor agrees to lease to Lessee, the Cars on the same terms and conditions as those in the Pullman Lease, except as specifically provided otherwise in this Agreement or any Rider hereto. The parties therefore incorporate the Pullman Lease by reference as if fully set forth herein, with the following changes for the purpose of this Agreement:

- A. All references in the Pullman Lease to "Lessor" shall mean ITEL Railcar Corporation.
- B. All references in the Pullman Lease to "Agreement" shall mean this Agreement.
- C. All references in the Pullman Lease to "Cars" shall mean "Cars" as defined in Section 1 above and shall not refer to any railcars leased to Lessee by Pullman Leasing Company.

2. Notices

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be deemed given when given by telecopy or telex or made in writing, deposited in United States mail, registered or certified, postage prepaid, addressed to:

Lessor: Itel Railcar Corporation
55 San Francisco Street
San Francisco, California 94133
Attn: President

Lessee: FMC Corporation
2000 Market Street
Philadelphia, PA 19103
Attn: Larry Mungiole

or to such other addresses as Lessor or Lessee may from time to time designate.

ITEL RAILCAR CORPORATION

FMC CORPORATION

By: *D.P. Auger*

By: *Larry F Mungiole*

Title: *President*

Title: *Trans Equip Mgr*

Date: *April 21, 1989*

Date: *4-27-89*

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

On this 21st day of April, 1989, before me personally appeared Desmond P. Hayes, to me personally known who being by me duly sworn says that such person is President of IteI Railcar Corporation, that the foregoing Lease Agreement 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.

Sharon L. Van Fossan

Notary Public



STATE OF)
) ss:
COUNTY OF)

On this 27 day of APRIL, 1989, before me personally appeared LARRY MUNGIOLE, to me personally known who being by me duly sworn says that such person is MGM of FMC, that the foregoing Lease Agreement 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.

Marie E. Widdis

Notary Public

