

# ITEL RAIL

RECORDATION NO. 8658-G  
Filed 1228

FFB - 1 1983 - 3 20 PM

INTERSTATE COMMERCE COMMISSION

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

January 25, 1983

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

01211-10  
FEB 1 1983  
10.00  
Washington, D.C.

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FEE OPERATION BR.

*John Smith*

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 as an additional filing under I.C.C. recordation No. 8658, filed on January 12, 1977 at 1:45 P.M., four counterparts of the following document:

Amendment No. 2 dated October 15, 1982, to the Lease Agreement dated October 18, 1976, between Itel Corporation, Rail Division and Clarendon and Pittsford Railroad Company.

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

1. Clarendon & Pittsford Railroad Company  
267 Battery Street  
Burlington, Vermont 05401
2. Itel Corporation, Rail Division  
55 Francisco, 7th Floor  
San Francisco, California 94133

The equipment covered by this Amendment is forty (40) 70-ton (AAR mechanical designation XP, 50'6" in length) bearing reporting marks within the series CLP 3100-3199.

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

→  
*Not sure what next letter may be*

Ms. Agatha Mergenovich, Secretary  
January 25, 1983  
Page Two

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 returned 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 84125

Doug Drummond  
Itel Corporation

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Patricia Sañas Pineda  
Itel Corporation-Rail Corp.  
55 Francisco, 7th Floor  
San Francisco, California 94133

February 1, 1983

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/1/83 at 3:20PM , and assigned re-  
recording number(s). 8658-G, 9756-F, & 13554-B

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

L-0369  
10/18/82

AMENDMENT NO. 2

RECORDATION NO. 8658-6  
PAGE 1288

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INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 2 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of October 18, 1976, between SSI Rail Corp. and Clarendon and Pittsford Railroad Company is made this 15th day of October, 1982, by and between **ITEL CORPORATION, RAIL DIVISION**, as successor in interest to SSI Rail Corp. ("Lessor") and **CLARENDON AND PITTSFORD RAILROAD COMPANY** ("Lessee").

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

**WHEREAS**, Lessor and Lessee are parties to the Agreement pursuant to which two hundred sixty (260) Boxcars bearing the reporting marks CLP 3001-3260 have been leased by Lessor to Lessee; and

**WHEREAS**, Lessor and Lessee desire to change the mechanical designation of forty (40) of the Boxcars within the series CLP 3100-3199 (hereinafter called "40 Cars"); and

**NOW, THEREFORE**, in consideration of the premises and mutual agreements herein contained, 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. Equipment Schedule No. 2, executed on January 19, 1978, which is attached to and incorporated into the Agreement, shall be deleted in its entirety, and Equipment Schedule Nos. 2.A. and 2.B., attached hereto, shall be substituted therefor.
3.
  - A. The mechanical designation of the 40 Cars shall be changed and remarked from "XM" to "XP" at Lessor's expense.
  - B. If, at any later date, Lessor should desire to change the mechanical designation of any of the 40 Cars referenced on Schedule No. 2.A., Lessor shall be entitled to do so at its expense.
  - C. If, at any later date, Lessee should desire to change the mechanical designation of any of the 40 Cars referenced on Schedule No. 2.A. (subject to the rules of the Association of American Railroads), Lessee shall be entitled to do so at Lessee's expense upon obtaining Lessor's prior written consent.
  - D. Upon any remarking and redesignation under Paragraphs 3.B. and 3.C. of this Amendment, Lessor shall attach to this Amendment a Certificate of Change, to be made a part hereof, describing both the previous and current mechanical designation of each of the 40 Cars."

LESSOR'S INTEREST ASSIGNED TO  
FIRST SECURITY BANK OF  
UTAH, N.A., WITH RESPECT TO  
CARS NUMBERED CLP 3001-3260

ASSIGNED TO FIRST SECURITY BANK  
OF UTAH, N.A., TRUSTEE, UNDER  
A LEASE ASSIGNMENT DATED  
AS OF 6/15/78 FOR CLP 3001-3160  
6/28/78 FOR CLP 3161-3260

4. 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 rejection of the Agreement by order of the Bankruptcy Court under the Bankruptcy Code, Lessee may claim pre-petition damages, if any, with respect to such rejection of the Agreement.
5. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
6. 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

By: 

Title: President

Date: 1-4-83

CLARENDON AND PITTSFORD  
RAILROAD COMPANY

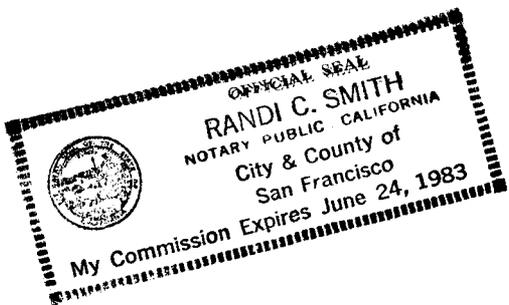
By: 

Title: President

Date: December 22, 1982

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

On this 7th day of JANUARY, 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 IteI Corporation, Rail Division, that the foregoing Equipment Schedule Nos. 2.A. and 2.B. were 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 Vermont )  
 )  
COUNTY OF Chittenden ) ss:

On this 22 day of December, 1982, before me personally appeared John R. Pennington, to me personally known, who being by me duly sworn says that such person is President of Clarendon and Pittsford Railroad Company, that the foregoing Equipment Schedule Nos. 2.A. and 2.B. were 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.

Jacqueline M. Bullerson  
Notary Public

L-0369

EQUIPMENT SCHEDULE NO. 2.A.

Itel Corporation, Rail Division hereby leases the following Boxcars to Clarendon and Pittsford Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of October 18, 1976.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XP	50' Plate C Boxcar, 70-Ton	CLP	50' 6"	9' 6"	10' 7"	10'	40

ITEL CORPORATION, RAIL DIVISION

BY: *Edward M. O'Neil*

TITLE: *President*

DATE: *1-4-83*

CLARENDON AND PITTSFORD  
RAILROAD COMPANY

BY: *John Berninger*

TITLE: President

DATE: December 22, 1982

L-0369

EQUIPMENT SCHEDULE NO. 2.B.

Itel Corporation, Rail Division hereby leases the following Boxcars to Clarendon and Pittsford Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of October 18, 1976.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	50' Plate C Boxcar, 70-Ton	CLP	50' 6"	9' 6"	10' 7"	10'	60

ITEL CORPORATION, RAIL DIVISION

BY: *Edward J. Deen*

TITLE: *President*

DATE: *1-4-83*

CLARENDON AND PITTSFORD  
RAILROAD COMPANY

BY: *John Pennington*

TITLE: President

DATE: December 22, 1982

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

On this 7th day of JANUARY, 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 IteI Corporation, Rail Division, that the foregoing Equipment Schedule Nos. 2.A. and 2.B. were 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 Vermont )  
 )  
COUNTY OF Chittenden ) ss:

On this 22 day of December, 1982, before me personally appeared John R. Pennington, to me personally known, who being by me duly sworn says that such person is President of Clarendon and Pittsford Railroad Company, that the foregoing Equipment Schedule Nos. 2.A. and 2.B. were 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.

Jacqueline M. Buller  
Notary Public

