

# ITEL

October 11, 1988

## IteI Rail Corporation

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

RECORDATION NO. 15782-E FORM 1200

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

OCT 17 1988 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

Re: Amendment No. 1 to Exhibit 3 of the Master Car Lease dated as of August 8, 1988, between IteI Railcar Corporation and CSX Transportation, Inc.

Dear Ms. McGee:

On behalf of IteI 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 Amendment under the Master Car Lease dated August 8, 1988, between IteI Railcar Corporation and CSX Transportation, Inc., which was filed with the ICC on August 21, 1988, under Recordation No. 15782.

The parties to the aforementioned instrument are listed below:

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

CSX Equipment, a unit of (Lessee)  
CSX Transportation, Inc.  
Treasury Department - S/C B7J  
100 North Charles Street  
Baltimore, Maryland 21201

This Amendment No. 1 to Exhibit 3 amends the the Remark and Delivery sections of the Master Car Lease.

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

OCT 17 1988 - 11 35 AM

AMENDMENT NO. 1

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 (the "Amendment") to Exhibit 3 dated August 8, 1988 ("Exhibit 3"), to the Master Car Lease dated as of August 8, 1988 (the "Agreement"), between ITEL RAILCAR CORPORATION ("Lessor") and CSX TRANSPORTATION, INC. ("Lessee") is made as of this 5th day of October, 1988 between Lessor and Lessee.

RECITALS:

- A. Lessor and Lessee are parties to Exhibit 3 to the Agreement pursuant to which two hundred ninety-four (294) 100-ton steel hoppers (the "Cars") described therein have been leased by Lessor to Lessee.
- B. Lessor and Lessee desire to amend Exhibit 3 as to the Remark and Delivery of the Cars.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to amend Exhibit 3 as follows:

- 1. All terms defined in Exhibit 3 and the Agreement shall have the meanings defined therein when used in this Amendment.
- 2. In the Remark and Delivery Section of Exhibit 3 the first two sentences are hereby deleted in their entirety and replaced with the following: "Lessor shall, at its expense, remark the Cars to CSXT reporting marks in compliance with all applicable regulations. Lessee shall, upon termination or expiration, be responsible for all remark costs to the extent provided in Section 12 of the Agreement."
- 3. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to the Cars subject to the Agreement.
- 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 RAILCAR CORPORATION

By: [Signature]

Title: President

Date: October 5, 1988

CSX TRANSPORTATION INC.

By: [Signature]

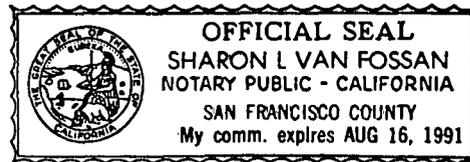
Title: Vice President-CSX Equipment

Date: September 20, 1988

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

On this 5th day of October, 1988, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of ITEL Railcar Corporation, that the foregoing Amendment No. 1 to Exhibit 3 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 MARYLAND )  
 ) ss:  
CITY OF BALTIMORE )

On this 20TH day of SEPTEMBER, 1988, before me personally appeared EMMITT V. POSEY, to me personally known, who being by me duly sworn says that such person is VICE PRESIDENT of CSX Transportation, Inc. that the foregoing Amendment No. 1 to Exhibit 3 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.

Alan H. Klein  
Notary Public

MY COMMISSION EXPIRES : 7-1-90