

# ITEL

RECORDATION NO. 8799 Filed 1428

## Rail Division

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

OCT 1 - 1981 - 2 02 PM

September 24, 1981 INTERSTATE COMMERCE COMMISSION

No. 8799  
Date OCT 1 1981  
Fee \$ 10.00  
ICC Washington, D. C.

OCT 1 5 53 PM '81

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, for filing and recordation under the Lease Agreement dated as of February 22, 1977 between Itel Corporation, Rail Division successor in interest to SSI Rail Corp. ("Itel") and Port Huron and Detroit Railroad Company ("Lessee"), which was filed on April 27, 1977 at 12:45 P.M. and given recordation No. 8799, four (4) counterparts of the following document:

Amendment F dated as of August 18, 1981 to the Lease Agreement dated as of February 22, 1977 between Itel and Lessee.

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

1. Port Huron and Detroit Railroad Company  
P.O. Box 266  
Port Huron, Michigan 48060
2. Itel Corporation, Rail Division  
Two Embarcadero Center  
San Francisco, California 94111

The equipment covered by the Amendment is sixty (60) boxcars (A.A.R. mechanical designation XP, 50'6" in length), bearing the reporting marks PHD 2100 through and including PHD 2119 and PHD 2121 through and including PHD 2160.

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

PSP/C/36  
78-2

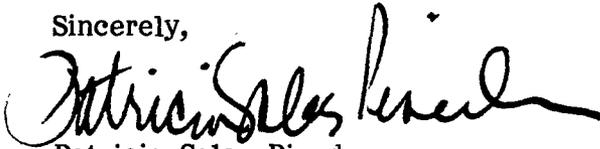
*Ms Lee -  
this is  
enclosed 8799  
but I do not  
know the  
left letter.  
Ms Lee -  
I would like  
a separate letter  
from you covering  
just this filing.  
PSP -*

*Handwritten signature/initials*

Ms. Agatha Mergenovich  
September 24, 1981  
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 delivered to the bearer of this letter.

Sincerely,



Patricia Salas Pineda  
Counsel

PSP:sc  
Enclosures

cc: Michael Walsh, Esq.  
Weil, Gotshal & Manges  
767 Fifth Avenue  
New York, New York 10020

Robert S. Clark, Esq.  
First Security Bank of Utah, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111

Doug Drummond  
Itel Corporation

Margaret Mackenzie  
Itel Corporation

PSP/C/36  
78-2

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

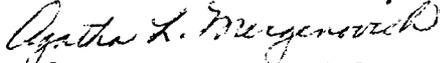
**OFFICE OF THE SECRETARY**

Patricia Salas Pineda  
IteI-Rail Division  
Two Embarcadero Center  
San Francisco, California 94111

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 10/1/81 at 2:00PM, and assigned re-  
recording number (s). 8799-L, & 9778-I

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure (s)

8799-

L-0226  
8/18/81

RECORDATION NO. 8799-2 Filed 10/28/81

OCT 1 - 1981 - 2 00 PM

AMENDMENT F

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT F (the "Amendment") to that certain Lease Agreement (the "Lease") made as of February 22, 1977 between ITEL CORPORATION, RAIL DIVISION, successor in interest to SSI Rail Corporation as lessor ("Lessor") and PORT HURON AND DETROIT RAILROAD COMPANY, as lessee ("Lessee") is made as of August 18, 1981 between Lessor and Lessee.

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to the Lease pursuant to which a number of boxcars described therein have been delivered by Lessor to Lessee; and

WHEREAS, Lessee, with Lessor's consent, placed into an assignment pool, pursuant to the Assignment Agreement (the "Assignment"), attached hereto as Exhibit A, certain of the boxcars subject to the Lease to improve utilization of and revenue from the boxcars for a period of time; and

WHEREAS, Lessor and Lessee desire to change the mechanical designation of certain boxcars subject to the Lease to reflect said Assignment; and

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

1. All terms defined in the Lease shall have their defined meanings when used in this Amendment.
2. The mechanical designation of the sixty (60) boxcars bearing the reporting marks PHD 2100-2119 and PHD 2121-2160 (hereinafter the "Cars") shall be changed and remarked from "XM" to "XP" at Lessor's expense. In addition, Lessor shall, at its sole expense, have the Cars modified structurally so that they qualify for "XP" mechanical designation pursuant to the rules of the Association of American Railroads.
3. Equipment Schedule No. 2, executed on October 14, 1977, which is attached to and incorporated into the Lease shall be deleted in its entirety, and Equipment Schedules Nos. 2.A. and 2.B., attached hereto, shall be substituted therefor.
4. If, at any later date, Lessor should desire to change the mechanical designation of any of the Cars back to "XM" or to any other mechanical designation, Lessor shall be entitled to do so at its expense, provided, however, that Lessee may maintain the "XP" mechanical designation of the Cars upon obtaining Lessor's prior written consent.
5. If, at any later date subsequent to the expiration or termination of the Assignment, Lessee should desire to change the mechanical designation of the Cars back to "XM", or to any other mechanical designation, Lessee shall be entitled to do so upon obtaining Lessor's prior written consent.

6. Upon any remarking and redesignation under Sections 4 and 5, 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 Car.
7. All terms and provisions of the Lease shall remain in full force and effect with respect to all of the boxcars including the Cars during the duration of said Assignment.
8. Nothing set forth in this Amendment with respect to the Lease represents a waiver by the parties hereto of any rights under the Lease or the Bankruptcy Code and is not an assumption of the Lease under the Bankruptcy Code, and in the event of the rejection of the Lease 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 Lease.
9. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
10. 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.

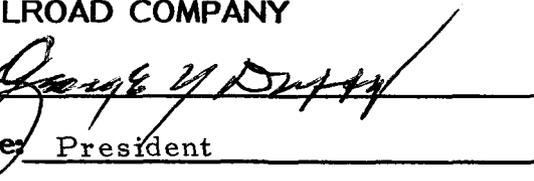
ITEL CORPORATION,  
RAIL DIVISION

By: 

Title: President

Date: September 15, 1981

PORT HURON AND DETROIT  
RAILROAD COMPANY

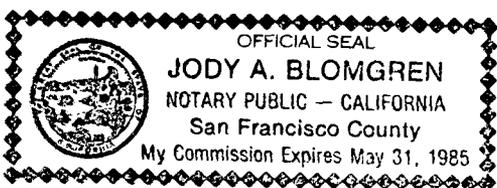
By: 

Title: President

Date: August 18, 1981

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

On this 15<sup>th</sup> day of September, 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 F 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.

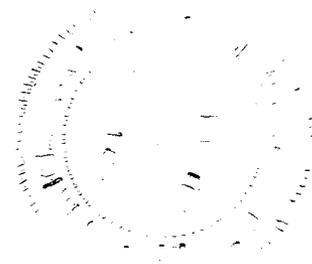


Jody A. Blomgren  
Notary Public

STATE OF Michigan )  
 ) ss:  
COUNTY OF St. Clair )

On this 18th day of August, 1981, before me personally appeared George Y. Duffy, to me personally known, who being by me duly sworn says that such person is President of Port Huron and Detroit Railroad Company, that the foregoing Amendment F 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.

Patricia A. Roberts  
Notary Public

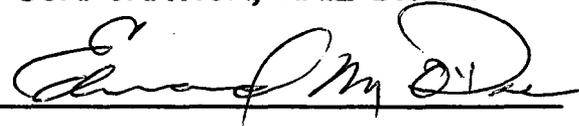


**EQUIPMENT SCHEDULE NO. 2A**

Itel Corporation, Rail Division hereby leases the following Cars to \_\_\_\_\_  
Port Huron and Detroit Railroad Company  
 subject to the terms and conditions of that certain Lease Agreement dated as of  
February 22, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions Inside			Doors Width	No. of Cars
			Length	Width	Height		
XP	50' Plate C Boxcar	PHD 2100- 2119  PHD 2121- 2160	50' 6"	9' 6"	11' 1"	10'	60

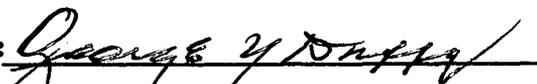
ITEL CORPORATION, RAIL DIVISION

BY: 

TITLE: President

DATE: September 15, 1981

PORT HURON AND DETROIT  
RAILROAD COMPANY

BY: 

TITLE: President

DATE: August 18, 1981

**EQUIPMENT SCHEDULE NO. 2B**

Itel Corporation, Rail Division hereby leases the following Cars to \_\_\_\_\_  
Port Huron and Detroit Railroad Company  
 subject to the terms and conditions of that certain Lease Agreement dated as of  
February 22, 1977 .

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	50' Plate C Boxcar	PHD 2000- 2099  PHD 2120  PHD 2161- 2199	50' 6"	9' 6"	11' 1"	10'	140

**ITEL CORPORATION, RAIL DIVISION**

BY: *Edward M. O'Dea*

TITLE: President

DATE: September 15, 1981

**PORT HURON AND DETROIT  
RAILROAD COMPANY**

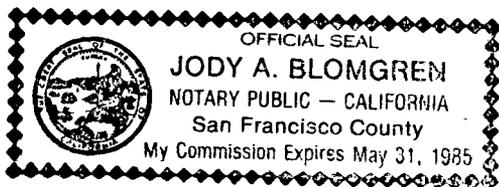
BY: *George Y. Duffy*

TITLE: President

DATE: August 18, 1981

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

On this 15<sup>th</sup> day of September, 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 Equipment Schedule Nos. 2A and 2B 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.



Jody A. Blomgren  
Notary Public

STATE OF Michigan )  
 ) ss:  
COUNTY OF St. Clair )

On this 18th day of August, 1981, before me personally appeared George Y. Duffy, to me personally known, who being by me duly sworn says that such person is President of Port Huron and Detroit Railroad Company, that the foregoing Equipment Schedule Nos. 2A and 2B 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.

Patricia A. Roberts  
Notary Public



EXHIBIT A



# Diamond Crystal Salt Company

ST. CLAIR, MICHIGAN 48076    PHONE (313) 326-2211

JACK E. RICHERT  
GENERAL TRAFFIC MANAGER

July 31, 1981

Mr. W. W. Munce, V. P.  
Port Huron & Detroit Railroad  
Port Huron, Michigan 48060

Dear Mr. Munce:

In line with your request, we are agreeable to accepting into assignment 60 X P cars with PH & D markings for loading at St. Clair, Michigan.

The cars will be maintained in assignment for a period of three years from date of delivery, with the understanding there is no expense involved.

Sincerely,

JER:mww

Accepted this 31st day of

August, 1981

PORT HURON & DETROIT RAILROAD

By: W. W. Munce, Vice President