

ITEL

RECORDATION NO. 8799-400 Filed 1425

NOV 8 1982 -2 45 PM

Rail Division INTERSTATE COMMERCE COMMISSION

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

2-312A130

RECEIVED
NOV 8 2 30 PM '82
I.C.C.
OPERATION BR.

October 26, 1982

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

No. NOV 8 1982

Date

Fee \$ 10.00

ICC Washington, D. C.

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 February 22, 1977 (the "Lease") between Itel Corporation, Rail Division ("Itel") and Port Huron and Detroit Railroad ("Lessee"), which was filed on April 27, 1977 at 12:45 P.M. and given recordation number 8799, four counterparts of the following document:

Amendment G (the "Amendment") dated August 15, 1982 to the Lease between Itel and Lessee.

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

1. Port Huron and Detroit Railroad
P.O. Box 266
Port Huron, Michigan 48060
2. Itel Corporation, Rail Division
Two Embarcadero Center, 24th Floor
San Francisco, California 94111

The equipment covered by this Amendment is one hundred sixty (160) boxcars (A.A.R. mechanical designation XP, 50'6" in length) bearing reporting marks PHD 1000-1019, PHD 1021-1023, PHD 2000-2037, PHD 2039-2093, PHD 2095-2099, and PHD 2161-2199 (all numbers inclusive).

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

*This may be
8799-M, but
one not send;
Please check -
thanks -*

Wentworth Bob Colby

Ms. Agatha Mergenovich, Secretary
October 26, 1982
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 84111

Sandra Costa
Itel Corporation

Interstate Commerce Commission
Washington, D.C. 20423

11/8/82

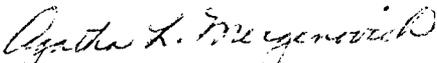
OFFICE OF THE SECRETARY

Patricia Salas Pineda
Itel Rail Division
Two Embarcadero Center
San Francisco, Calif. 94111

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 11/8/82 at 2:45pm, and assigned re-
recording number(s). 8709-M

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

L-0298
8/17/82

RECORDATION NO. 5799-6 filed 1425

NOV 8 1982 - 2 45 PM

AMENDMENT G

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT G (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of February 22, 1977, between SSI Rail Corp. and Port Huron and Detroit Railroad, is made this 15th day of August, 1982 by and between **ITEL CORPORATION, RAIL DIVISION**, as successor in interest to SSI Rail Corp. ("Lessor") and **PORT HURON AND DETROIT RAILROAD** ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to the Agreement pursuant to which four hundred (400) Boxcars bearing the reporting marks PHD 1000-1099, PHD 2000-2199, PHD 3000-3034, PHD 4000-4024 and PHD 5000-5039 have been delivered by Lessor to Lessee, and pursuant to which one hundred sixty-five (165) Boxcars bearing the reporting marks PHD 3035-3199 have not been delivered by Lessor to Lessee;

WHEREAS, Lessor and Lessee desire to change the mechanical designation of one hundred sixty (160) of the Boxcars bearing the reporting marks PHD 1000-1019, PHD 1021-1023, PHD 2000-2099, and PHD 2161-2199 (hereinafter called "160 Cars").

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

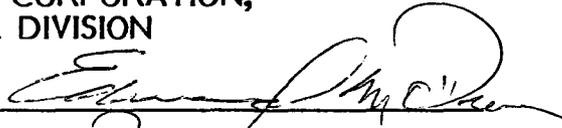
1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. Equipment Schedule No. 1, executed on February 25, 1977 which is attached to and incorporated into the Agreement shall be deleted in its entirety, and Equipment Schedule Nos. 1.A. and 1.B., attached hereto, shall be substituted therefor.
3. Equipment Schedule Nos. 2.A. and 2.B., executed on September 15, 1981 which are attached to and incorporated into the Agreement shall be deleted in their entirety, and Amended Equipment Schedule No. 2, attached hereto, shall be substituted therefor.
4. Section 14, which shall read as follows, is hereby added to the Agreement:

"14.A. The mechanical designation of the 160 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 160 Cars referenced on Schedule Nos. 1.A. or Amended 2, 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 160 Cars referenced on Schedule Nos. 1.A. or Amended 2, (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 Sections 14.B. and 14.C., 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 160 Cars."
5. Nothing set forth in this Amendment with respect to the Agreement represent 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.
 6. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
 7. 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.

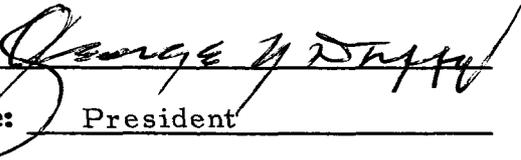
ITEL CORPORATION,
RAIL DIVISION

By: 

Title: President

Date: 9-24-82

PORT HURON AND DETROIT
RAILROAD

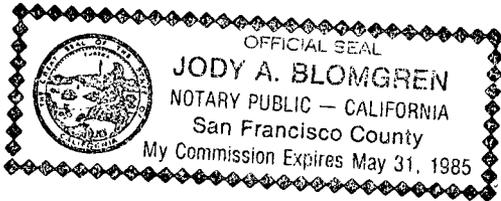
By: 

Title: President

Date: September 14, 1982

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

On this 24th day of September, 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 ITEL Corporation, Rail Division, that the foregoing Amendment G 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 14th day of September, 1982, 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, that the foregoing Amendment G 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



L-0298

EQUIPMENT SCHEDULE NO. I.A.

Itel Corporation, Rail Division hereby leases the following Boxcars to Port Huron and Detroit Railroad 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 B Boxcar, 70-ton	PHD 1000- 1023	50' 6"	9' 6"	10' 7"	10'	24

ITEL CORPORATION,
RAIL DIVISION

BY:



TITLE:

President

DATE:

9-24-82

PORT HURON AND DETROIT
RAILROAD

BY:



TITLE:

President

DATE:

September 14, 1982

L-0298

EQUIPMENT SCHEDULE NO. I.B.

Itel Corporation, Rail Division hereby leases the following Boxcars to Port Huron and Detroit Railroad 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 B Boxcar, 70-ton	PHD 1024- 1099	50' 6"	9' 6"	10' 7"	10'	76

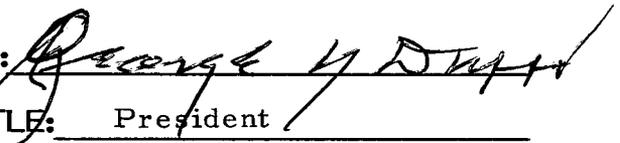
ITEL CORPORATION,
RAIL DIVISION

BY: 

TITLE: President

DATE: 9-24-82

PORT HURON AND DETROIT
RAILROAD

BY: 

TITLE: President

DATE: September 14, 1982

L-0298

AMENDED EQUIPMENT SCHEDULE NO. 2

Itel Corporation, Rail Division hereby leases the following Boxcars to Port Huron and Detroit Railroad 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		
XP	50' Plate C Boxcar, 70-ton	PHD 2000- 2199	50' 6"	9' 6"	11' 2"	10'	200

ITEL CORPORATION,
RAIL DIVISION

BY: 

TITLE: President

DATE: 9-24-82

PORT HURON AND DETROIT
RAILROAD

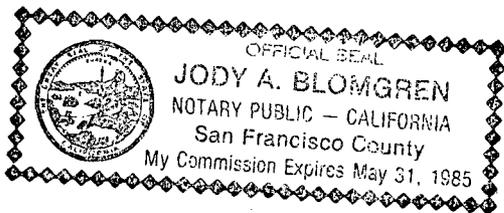
BY: 

TITLE: President

DATE: September 14, 1982

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss:

On this 24th day of September, 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 ITEL Corporation, Rail Division, that the foregoing Equipment Schedule Nos. I.A., I.B. and Amended 2 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)
COUNTY OF St. Clair) ss:

On this 14th day of September, 1982, 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, that the foregoing Equipment Schedule Nos. I.A., I.B. and Amended 2 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.

Patricia A. Roberts
Notary Public