

# ITEL

No. 1-182A024

Date JUL 2 1981

Fee \$ 10.00

ICC Washington, D. C.

**Rail Division**

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

June 26, 1981

*File first*

RECORDATION NO. 9168-C Filed 1425

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

JUL - 2 1981 - 11 15 AM  
INTERSTATE COMMERCE COMMISSION

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 July 1, 1975 between SSI Rail Corp., now Itel Corporation, and Hartford and Slocomb Railroad Company which was filed on January 9, 1978 at 2:05 P.M. and given Recordation No. 9168, four (4) counterparts of the following document:

1. Amendment No. 1 dated April 27, 1981 (the "Amendment") among Itel Corporation, Rail Division, Hartford and Slocomb Railroad Company, and Ahnapee and Western Railway Company.

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

1. Itel Corporation  
Rail Division  
Two Embarcadero Center  
San Francisco, CA 94111
2. Hartford & Slocomb Railroad Company  
Post Office Box 2243  
Dothan, Alabama 36301
3. Ahnapee & Western Railway Company  
Post Office Box 91  
Algoma, Wisconsin 54201

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FEE OPERATION BR.

The equipment covered by the Amendment is two hundred (200), 70 ton boxcars (A.A.R. mechanical designation XM, 50'6" in length), bearing the reporting marks described on Exhibit 1 attached hereto.

Enclosed also is a check for \$10.00 for the required recording fee.

*Mrs Lee  
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9168 first  
and do not  
know the  
next letter*

*Carroll  
Huffman  
George  
Hanson*

Ms. Agatha Mergenovich  
June 26, 1981  
Page Two

Please stamp all counterparts of the enclosed document 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

Margaret Mackenzie  
Itel Corporation

L-0157  
4/27/81

RECORDATION NO. 9168-C Filed 1425

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INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1

**THIS AMENDMENT NO. 1** (the "Amendment") to that certain Lease agreement (the "Agreement") made as of July 1, 1975, between Itel Corporation, Rail Division, successor in interest to SSI Rail Corporation, and Hartford and Slocomb Railroad Company is made this 27th day of April, 1981, among **ITEL CORPORATION, RAIL DIVISION**, a Delaware corporation ("Itel Rail"), as lessor, **HARTFORD AND SLOCOMB RAILROAD COMPANY**, an Alabama corporation ("Lessee"), as lessee and **AHNAPEE AND WESTERN RAILWAY COMPANY**, a Wisconsin corporation ("Assignee"), as lessee and assignee.

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

**WHEREAS**, Itel Rail and Lessee are parties to the Agreement pursuant to which two hundred (200) general purpose boxcars bearing the reporting marks HS 2000-2099 and HS 4000-4099 ("Boxcar(s)") have been leased and delivered by Itel Rail to Lessee.

**WHEREAS**, two of the Boxcars bearing reporting marks HS 2013 and HS 2059 were destroyed, leaving one hundred ninety-eight (198) delivered Boxcars.

**WHEREAS**, by an Agreement and Assignment (the "Assignment"), dated as of April 1, 1978, Lessee assigned to Assignee, with the consent of Itel Rail, all of its right, title and interest in and to the Agreement, and effective on a boxcar-by-boxcar basis upon the renumbering and repainting of each Boxcar by Assignee, the Boxcars subject to the Agreement.

**WHEREAS**, Itel Rail, Lessee and Assignee desire to amend the Agreement to reflect the remarking of certain Boxcars pursuant to the Assignment.

**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 the Amendment.
2. The Equipment Schedule executed July 1, 1975 and the Equipment Schedule Number 2 executed October 27, 1977, attached to and incorporated into the Agreement, are hereby deleted in their entirety, and Equipment Schedule Numbers 1A, 2A, 3 and 4, attached hereto, shall be substituted therefor.
3. 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 the rejection of the Agreement by order of the Bankruptcy Court under the Bankruptcy Code, Lessee and Assignee may claim pre-petition damages, if any, with respect to such rejection of the Agreement.

4. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
5. 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: *Edward J. McDonnell*

Title: PRESIDENT

Date: 6-5-81

HARTFORD AND SLOCOMB  
RAILROAD COMPANY

By: *G. J. Jordan III*

Title: President

Date: 5-18-81

AHNAPEE AND WESTERN  
RAILWAY COMPANY

By: *Stephen B. Perry*

Title: President

Date: May 26, 1981

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

On this 5th day of June, 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 No. 1 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.

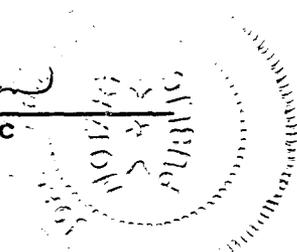


Randi C. Smith  
Notary Public

STATE OF Alabama )  
 )  
 ) ss:  
COUNTY OF Houston )

On this 18 day of May, 1981, before me personally appeared G. J. Fischer III, to me personally known, who being by me duly sworn says that such person is President of Hartford and Slocomb Railroad Company, that the foregoing Amendment No. 1 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.

Joan Thompson  
Notary Public



STATE OF WISCONSIN )  
 )  
COUNTY OF BROWN ) ss:

On this 26th day of May, 1981, before me personally appeared Stephen P. Selby, to me personally known, who being by me duly sworn says that such person is President of Ahnapee and Western Railway Company, that the foregoing Amendment No. 1 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.

Robert L. Goethe  
Notary Public



EQUIPMENT SCHEDULE NO. 1A

Itel Corporation, Rail Division hereby leases the following Cars to Hartford and Slocomb Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of July 1, 1975.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	Box, Steel, Nailable Steel Floor, Cushioned Underframe	HS 2001	50' 6"	9' 6"	10' 7"	10'	23
		2003					
		2004					
		2005					
		2008					
		2009					
		2010					
		2014					
		2015					
		2029					
		2032					
		2036					
		2038					
		2048					
		2054					
		2057					
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2071							
2074							
2078							
2085							
2089							
2093							

ITEL CORPORATION,  
RAIL DIVISION

By: *Edward M. O'Dea*

Title: PRESIDENT

Date: 6-5-81

HARTFORD AND SLOCOMB  
RAILROAD COMPANY

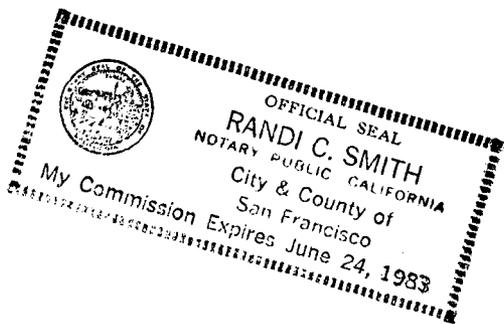
By: *C. J. Furdnall*

Title: President

Date: 5-18-81

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

On this 5th day of June, 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 No. 1A 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.

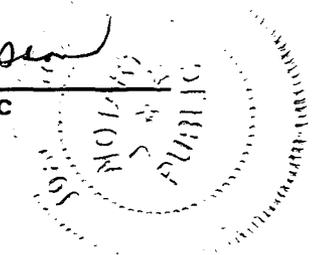


Randi C. Smith  
Notary Public

STATE OF Alabama )  
 ) ss:  
COUNTY OF Houston )

On this 18 day of May, 1981, before me personally appeared G. F. Gischen III, to me personally known, who being by me duly sworn says that such person is President of Hartford and Slocomb Railroad Company, that the foregoing Equipment Schedule No. 1A 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.

Joan Thompson  
Notary Public



EQUIPMENT SCHEDULE NO. 2A

Itel Corporation, Rail Division hereby leases the following Cars to Hartford and Slocomb Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of July 1, 1975.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	Box, Steel, Nailable Steel Floor, Cushioned Underframe	HS 4001	50' 6"	9' 6"	10' 7"	16' Double Sliding Doors	27
		4003					
		4005					
		4008					
		4009					
		4010					
		4011					
		4012					
		4033					
		4034					
		4036					
		4044					
		4052					
		4053					
		4056					
		4061					
		4070					
		4076					
		4078					
		4082					
4088							
4089							
4090							
4092							
4093							
4095							
4099							

ITEL CORPORATION,  
RAIL DIVISION

By: *Edmund J. Deane*

Title: PRESIDENT

Date: 6-5-81

HARTFORD AND SLOCOMB  
RAILROAD COMPANY

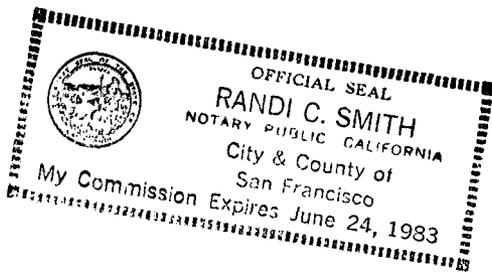
By: *C. J. Ford*

Title: President

Date: 5-18-81

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

On this 5<sup>th</sup> day of June, 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 No. 2A 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.

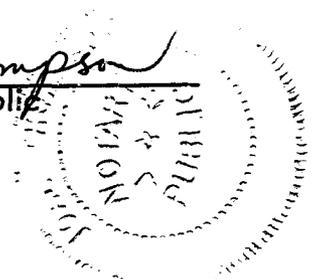


Randi C. Smith  
Notary Public

STATE OF Alabama )  
 )  
COUNTY OF Houston ) ss:

On this 18 day of May, 1981, before me personally appeared G. F. Fischer III, to me personally known, who being by me duly sworn says that such person is President of Hartford and Slocomb Railroad Company, that the foregoing Equipment Schedule No. 2A 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.

Jean Thompson  
Notary Public



EQUIPMENT SCHEDULE NO. 3

Itel Corporation, Rail Division hereby leases the following Cars to Ahnapee and Western Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of July 1, 1975, and the Agreement and Assignment dated as of April 1, 1978 among Hartford and Slocomb Railroad Company, Ahnapee and Western Railway Company and Itel Corporation, Rail Division.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	Box, Steel, Nailable Steel Floor, Cushioned Underframe	AHW 2000 2002 2006 2007 2011 2012 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2030 2031 2033 2034 2035 2037 2039 2040 2041 2042 2043 2044 2045 2046 2047 2049 2050	50' 6"	9' 6"	10' 7"	10'	75

EQUIPMENT SCHEDULE NO. 3

Itel Corporation, Rail Division hereby leases the following Cars to Ahnapee and Western Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of July 1, 1975, and the Agreement and Assignment dated as of April 1, 1978 among Hartford and Slocomb Railroad Company, Ahnapee and Western Railway Company and Itel Corporation, Rail Division.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	Box, Steel, Nailable Steel Floor, Cushioned Underframe	AHW 2051	50' 6"	9' 6"	10' 7"	10'	②
		2052					
		2053					
		2055					
		2056					
		2058					
		2061					
		2062					
		2063					
		2064					
		2065					
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EQUIPMENT SCHEDULE NO. 3

Itel Corporation, Rail Division hereby leases the following Cars to Ahnapée and Western Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of July 1, 1975, and the Agreement and Assignment dated as of April 1, 1978 among Hartford and Slocomb Railroad Company, Ahnapée and Western Railway Company and Itel Corporation, Rail Division.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	Box, Steel, Nailable Steel Floor, Cushioned Underframe	AHW 2094 2095 2096 2097 2098 2099	50' 6"	9' 6"	10' 7"	10'	6

ITEL CORPORATION,  
RAIL DIVISION

By: *Edward J. O'Dea*

Title: PRESIDENT

Date: 6-5-81

AHNAPEE AND WESTERN  
RAILWAY COMPANY

By: *Stephen B. Kelly*

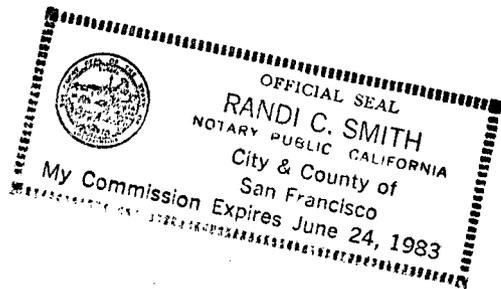
Title: President

Date: May 26, 1981

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

On this 5<sup>th</sup> day of June, 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 No. 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.

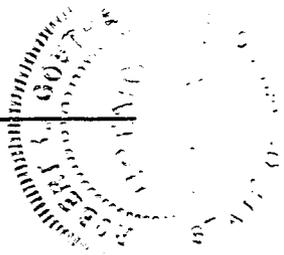
Randi C. Smith  
Notary Public



STATE OF WISCONSIN )  
 )  
COUNTY OF BROWN ) ss:

On this 26th day of May, 1981, before me personally appeared Stephen P. Selby, to me personally known, who being by me duly sworn says that such person is President of Ahnapee and Western Railway Company, that the foregoing Equipment Schedule No. 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.

Robert L. Goethe  
Notary Public



EQUIPMENT SCHEDULE NO. 4

Itel Corporation, Rail Division hereby leases the following Cars to Ahnapee and Western Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of July 1, 1975, and the Agreement and Assignment dated as of April 1, 1978 among Hartford and Slocomb Railroad Company, Ahnapee and Western Railway Company and Itel Corporation, Rail Division.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	Box, Steel, Nailable Steel Floor, Cushioned Underframe	AHW 4000	50' 6"	9' 6"	10' 7"	16' Double Sliding Doors	73
		4002					
		4004					
		4006					
		4007					
		4013					
		4014					
		4015					
		4016					
		4017					
		4018					
		4019					
		4020					
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EQUIPMENT SCHEDULE NO. 4

Itel Corporation, Rail Division hereby leases the following Cars to Ahnapee and Western Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of July 1, 1975, and the Agreement and Assignment dated as of April 1, 1978 among Hartford and Slocomb Railroad Company, Ahnapee and Western Railway Company and Itel Corporation, Rail Division.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	Box, Steel, Nailable Steel Floor, Cushioned Underframe	AHW 4048	50' 6"	9' 6"	10' 7"	16' Double Sliding Doors	
		4049					
		4050					
		4051					
		4054					
		4055					
		4057					
		4058					
		4059					
		4060					
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EQUIPMENT SCHEDULE NO. 4

Itel Corporation, Rail Division hereby leases the following Cars to Ahnapee and Western Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of July 1, 1975, and the Agreement and Assignment dated as of April 1, 1978 among Hartford and Slocomb Railroad Company, Ahnapee and Western Railway Company and Itel Corporation, Rail Division.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	Box, Steel, Nailable Steel Floor, Cushioned Underframe	AHW 4094 4096 4097 4098	50' 6"	9' 6"	10' 7"	16' Double Sliding Doors	

ITEL CORPORATION,  
RAIL DIVISION

By: *Edward M. Dea*

Title: PRESIDENT

Date: 6-5-81

AHNAPEE AND WESTERN  
RAILWAY COMPANY

By: *Stephen B. Dea*

Title: President

Date: May 26, 1981

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

On this 5<sup>th</sup> day of June, 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 No. 4 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.



Randi C. Smith  
Notary Public

STATE OF WISCONSIN )  
 )  
COUNTY OF BROWN ) ss:

On this 26th day of May, 1981, before me personally appeared Stephen P. Selby, to me personally known, who being by me duly sworn says that such person is President of Ahnapee and Western Railway Company, that the foregoing Equipment Schedule No. 4 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.

Robert L. Goethel  
Notary Public

