

4-032A030

No. FEB 1 1984  
Date .....  
Fee \$ 10.00 .....

# ITEL RAIL

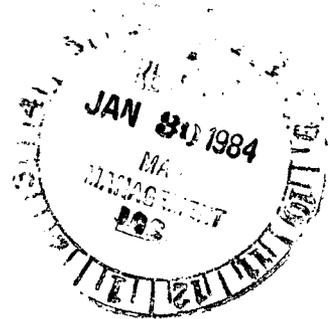
55 Francisco  
San Francisco, California 94133  
(415) 955-9090  
Telex 34234  
ICC Washington, D. C.

RECORDATION NO. 9168 F Filed 1425

January 18, 1984 FEB 1 1984 -9 15 AM

INTERSTATE COMMERCE COMMISSION

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 as an additional filing under I.C.C. Recordation No. 9168-B, filed on April 26, 1978 at 2:25 p.m., four counterparts of the following document:

Amendment No. 4 dated as of September 19, 1983 to the Lease and Agreement between SSI Rail Corporation, predecessor to Itel Rail Corporation ("Itel") as Lessor, and Hartford and Slocomb Railroad Company ("H&S") as Lessee (the "Amendment").

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

1. Itel Rail Corporation  
55 Francisco, 7th Floor  
San Francisco, California 94133
2. Anahapee and Western Railroad Company  
(as successor to "H&S" as lessee)  
P.O. Box 2507  
Green Bay, Wisconsin 54306

The equipment covered by this Amendment is eleven (11) 70-ton boxcars (AAR mechanical designation XM, 50' 5" and 50' 6" in length), bearing the reporting marks AHW 5000 through and including AHW 5010.

RECEIVED  
FEB 1 1984  
MANAGEMENT  
103

Ms. Agatha Mergenovich, Secretary  
January 18, 1984  
Page Two

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

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,

A handwritten signature in black ink, appearing to read 'Patricia Salas Pineda', written in a cursive style.

Patricia Salas Pineda  
Counsel

PSP:dmm  
Enclosures

cc: Virginia Hanger  
Itel Rail Corporation

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

2/1/84

Patricia Salas Pineda  
IteI Rail Corp.  
55 Francisco  
San Francisco, Calif. 94133

Dear

**Ms. Salas Pineda:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/1/84 at 9:15am and assigned re-  
recording number(s).

9168-F

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure(s)

L-0540  
10/3/83

RECORDATION NO. 9168-F Filed 1425

AMENDMENT NO. 4

FEB 1 1984 -9 15 AM

INTERSTATE COMMERCE COMMISSION

This **AMENDMENT NO. 4** (the "Amendment") to that certain lease agreement (the "Agreement") made as of July 1, 1975, between SSI Rail Corp., and Hartford and Slocomb Railroad Company is made this 19th day of September, 1983, by and between **ITEL RAIL CORPORATION**, a Delaware corporation, successor in interest to Itel Corporation, Rail Division, successor in interest to SSI Rail Corp. ("Itel Rail"), as Lessor and **AHNAPEE AND WESTERN RAILWAY COMPANY**, a Wisconsin corporation ("Assignee"), as lessee and assignee.

**WITNESSETH:**

**WHEREAS**, Itel Rail and Hartford and Slocomb Railroad Company ("H&S") 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 (the "Boxcars") were leased and delivered by Itel Rail to H&S;

**WHEREAS**, by an Agreement and Assignment (the "Assignment"), made as of April 1, 1978, H&S assigned to Assignee, with the consent of Itel Rail, all of its rights, 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 and Assignee desire to amend the Agreement by the addition of additional equipment.

**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. Equipment Schedule No. 5 attached hereto shall be added in its entirety.
3. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
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 RAIL CORPORATION**

**AHNAPEE AND WESTERN RAILWAY COMPANY**

By: *Edmund J. McQuinn*

By: *Stephen W. Poley*

Title: *President*

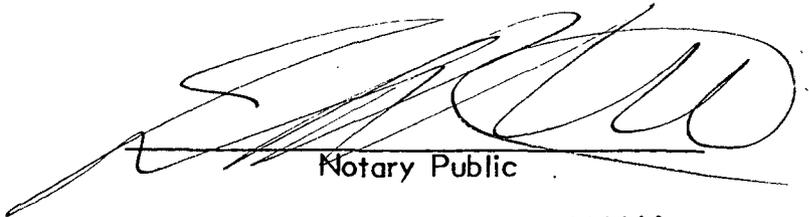
Title: *President*

Date: *10/17/83*

Date: *10/1/83*

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

On this 17 day of October, 1983, 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 Rail Corporation, that the foregoing Amendment 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.

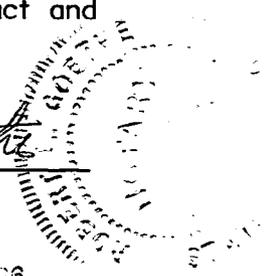
  
Notary Public



STATE OF Wisconsin )  
 ) ss:  
COUNTY OF Brown )

On this 7<sup>th</sup> day of October, 1983, 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. 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.

  
Notary Public  
Robert L. Goethe  
Notary Public State of Wisconsin  
My Commission Expires Feb 1, 1986



L-0540

EQUIPMENT SCHEDULE NO. 5

Itel Rail Corporation 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 the Hartford and Slocomb Railroad Company, Ahnapée and Western Railroad Company, and Itel Corporation, Rail Division.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions Inside Width	Height	Doors Width	No. of Cars
XM	Box, Steel, Nailable Steel Floor	AHW 5000-5009	50'6"	9'6"	10'6"	10'0"	10
XM	Box, Steel, Nailable Steel Floor	AHW 5010	50'5"	9'5"	10'7"	10'0"	1

ITEL RAIL CORPORATION

BY: *Edward J. De...*

TITLE: *President*

DATE: *10/14/83*

AHNAPEE AND WESTERN RAILROAD COMPANY

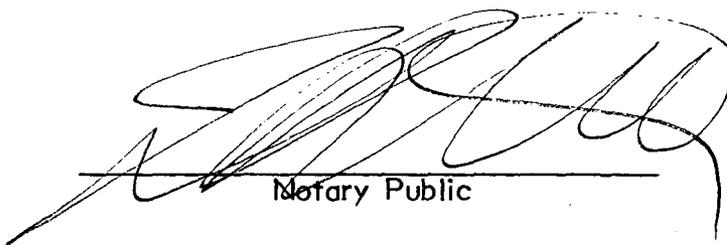
BY: *Stephen M. Kelly*

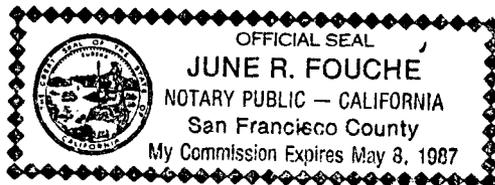
TITLE: *President*

DATE: *10/17/83*

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

On this 17 day of October, 1983, 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 Ite! Rail Corporation, that the foregoing Equipment Schedule No. 5 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.

  
\_\_\_\_\_  
Notary Public



STATE OF Wisconsin )  
 )  
 ) ss:  
COUNTY OF Brown )

On this 7<sup>th</sup> day of October, 1983, 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. 5 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.

  
\_\_\_\_\_  
Notary Public

Robert L. Goethe  
Notary Public State of Wisconsin  
My Commission Expires Feb. 23, 1986

