

# ITEL

## Istel Rail Corporation

55 Francisco  
San Francisco, California 94133  
(415) 955-9090  
Telex 34234

May 8, 1984

RECORDATION NO. 9279-0 Filed 142

**4-143A060**

Mr. James H. Bayne, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423  
**MAY 22 1984 - 2 20 PM**  
INTERSTATE COMMERCE COMMISSION

No. \_\_\_\_\_  
Date **MAY 22 1984**.....  
Fee \$ **10.00**.....

Dear Mr. Bayne:

ICC Washington, D. C.

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 Istel Rail Corporation for filing and recordation as an additional filing under the undated Lease Agreement between S.S.I. Rail Corporation (as predecessor in interest to Istel Rail Corporation) and Vermont Railway, Inc., which was filed with the I.C.C. on March 13, 1978 and given I.C.C. Recordation No. 9279, four counterparts of the following document:

Amendment No. 3 to the undated Lease Agreement between S.S.I. Rail Corporation (as predecessor in interest to Istel Rail Corporation) and Vermont Railway, Inc..

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

1. Vermont Railway, Inc.  
267 Battery Street  
Burlington, Vermont 05401
2. Istel Rail Corporation  
55 Francisco, 7th Floor  
San Francisco, California 94133

The equipment covered by this Amendment No. 4 is two hundred and forty (240) 50' boxcars, A.A.R. mechanical designation XP, bearing reporting marks VTR 3501 through and including VTR 3550 and VTR 4000 through and including VTR 4139, and VTR 650 through and including VTR 699.

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

RECEIVED  
MAY 22 1984  
INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne, Secretary  
May 8, 1984  
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 document.

Sincerely,



Kathryn M. Thyret  
Legal Assistant

KMT/esh  
Enclosures

cc: 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 84125

Virginia Hanger  
Itel Rail Corporation

L-0640  
1/25/84

RECORDATION NO. 92790 Filed 1425

AMENDMENT NO. 3

MAY 22 1984 - 2 22 PM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 3 (the "Amendment") to that certain undated Lease Agreement (the "Agreement") between SSI Rail Corp. and VERMONT RAILWAY, INC. ("Lessee") is made this 23rd day of January, 1984 between ITEL RAIL CORPORATION, as successor in interest to SSI Rail Corp. ("Lessor") and Lessee.

W I T N E S S E T H :

WHEREAS, Lessor and Lessee are parties to the Agreement, pursuant to which two hundred forty (240) boxcars ("Boxcars") described therein have been leased and delivered by Lessor to Lessee;

WHEREAS, Lessor and Lessee desire to amend Sections 5.B. and 6.F.(i) of the Agreement;

NOW, THEREFORE, in consideration of the mutual premises and agreements made herein, 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. Section 5.B. of the Agreement as it now reads shall be deleted in its entirety and replaced by the following:

"5.B. Lessee may make ~~minor~~ repairs ("Running Repairs") to the Boxcars to facilitate continued immediate use of the Boxcars, but shall not otherwise make any alterations, improvements, or additions to the Boxcars without Lessor's prior written consent. If Lessee makes an alteration, improvement or addition to any Boxcar without Lessor's prior written consent, Lessee shall be liable to Lessor for any revenues lost due to such alteration, improvement or addition. Title to such alteration, improvement or addition occurring in the course of or as a result of normal and customary maintenance shall be and remain with Lessor."

3. Section 6.F.(i) of the Agreement as it now reads shall be deleted in its entirety and replaced by the following:

"6.F.(i) Prior to the eightieth (80th) day following each earning month, Lessee shall notify Lessor of the total number of hours car hire revenues were earned by the Boxcars during such earning month, the total mileage charges earned by the Boxcars during such earning month and all adjustments not previously reported for prior earning months. Lessee shall remit to Lessor all car hire revenues, all claim revenues, all mileage charges and all penalty amounts received, minus the cost of any Running Repairs for such earning month."

4. The parties hereto agree that the letter dated January 30, 1978 ("Letter") to Mr. Jay Wulfson, President, Vermont Railway, Inc. from Mr. Richard Brenner, Director of Accounting, ITEL Corporation, Rail Division, shall be considered null and void.

5. The effective date of this Amendment shall be November 1, 1983.
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.

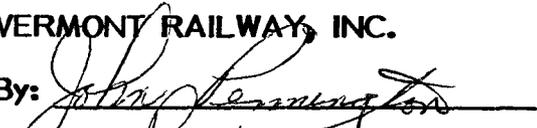
ITEL RAIL CORPORATION

By: 

Title: President

Date: 2/21/84

VERMONT RAILWAY, INC.

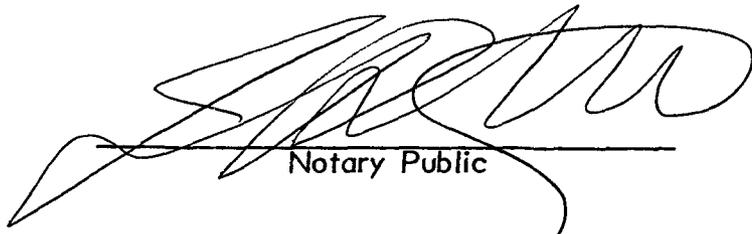
By: 

Title: President

Date: 2/14/84

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

On this 21 day of February, 1984, before me personally appeared J. Douglass Coates, 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. 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.

  
Notary Public



STATE OF Vermont )  
 )  
 ) ss:  
COUNTY OF Chittenden )

On this 14th day of February, 1984, before me personally appeared John R. Pennington, to me personally known, who being by me duly sworn says that such person is President of Vermont Railway, Inc., that the foregoing Amendment 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.

  
Notary Public