

2-043A042

**ITEL**

February 11, 1992

**Itel Rail Corporation**

550 California Street  
San Francisco, CA 94104  
(415) 984-4200

Hon. Sidney L. Strickland, Jr., Esq.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RECORDATION NO. 10362 FILED 1425 ✓

FEB 12 1992 - 3 10 PM

INTERSTATE COMMERCE COMMISSION

**Re: Amendment to Lease Agreement**

Dear Mr. Strickland:

On behalf of Itel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$16 recordation fee.

Please record the Amendment under the Lease Agreement dated March 8, 1979, between Itel Rail Corporation, successor to Itel Corporation, Rail Division, and Green Bay and Western Railroad Company, which was filed with the ICC on May 10, 1979, under Recordation No. 10362.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Lessor)  
550 California Street  
San Francisco, California 94104

Green Bay and Western Railroad Company (Lessee)  
P. O. Box 2507  
Green Bay, Wisconsin 54306

This Amendment deletes from the Lease Agreement the first two sentences of Subsection 3.B.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

*patricia schumacker*

Patricia Schumacker  
Legal Assistant

REGISTRATION NO. 10362-V  
FILED 1992

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**AMENDMENT TO LEASE AGREEMENT**  
STATE COMMERCE COMMISSION

**THIS AMENDMENT** to that certain Lease Agreement (the "Agreement") made as of March 8, 1979, as amended, between **ITEL RAIL CORPORATION**, as successor in interest to Itel Corporation, Rail Lease Division, as lessor ("Lessor") and **GREEN BAY AND WESTERN RAILROAD COMPANY** as lessee ("Lessee"), is made on January 15, 1992.

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. Effective January 1, 1992, the first two sentences of Subsection 3.B. of the Agreement are deleted from the Agreement.
3. Except as expressly modified by this or any other Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all Cars subject to the Agreement.
4. This Amendment may be executed by the parties hereto in four counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

Each party, pursuant to due corporate authority, has caused this Amendment to Lease Agreement to be executed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this Amendment to Lease Agreement was the free act and deed of the corporation, the foregoing is true and correct and that this Amendment to Lease Agreement was executed on the date indicated below.

**ITEL RAIL CORPORATION**

**GREEN BAY AND WESTERN RAILROAD COMPANY**

By: *Wendell A. Smith*  
 Title: V.P. SALES  
 Date: 1/17/92

By: *M. M. Mundy*  
 Title: PRESIDENT  
 Date: 1/21/92