

ITEL

March 26, 1992

IteI 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-W FILED ICS

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INTERSTATE COMMERCE COMMISSION 087A066

Re: **Amendment No. 10**

Dear Mr. Strickland:

On behalf of IteI 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 IteI Rail Corporation, successor to IteI 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:

IteI 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 terminates from the Lease Agreement seventy-five (75) boxcars subleased to the McCloud River Railroad Company bearing reporting marks MR 178882-178956.

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
Legal Assistant

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AMENDMENT NO. 10

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 10 (the "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 as of January 1, 1992.

RECITALS:

- A.** Lessor and Lessee are parties to the Agreement pursuant to which Lessor leased to Lessee a number of boxcars bearing Lessee's reporting marks (the "Cars") including 75 XP boxcars originally bearing the reporting marks and numbers from within the series GBW 7201-7367 (the "75 Cars") that were described on Equipment Schedule No. 3.A. (the "75 Cars").
- B.** Pursuant to a sublease agreement dated as of August 9, 1983 between Lessee as sublessor and Soo Line Railroad Company as sublessee (the "Soo Sublease"), the 75 Cars were remarked to SOO 178882-178956.
- C.** Amendment No. 6 made as of August 9, 1983 to the Agreement replaced Schedule No. 3.A., which described the 75 Cars, with Schedule No. 3.B., which removed such 75 Cars from the Agreement while they were subject to the Soo Sublease.
- D.** Upon the expiration of the Soo Sublease, by Amendment No. 9 dated December 19, 1986 to the Agreement, Lessor and Lessee agreed to sublease the 75 Cars to McCloud River Railroad Company ("MR") and the 75 Cars were remarked to bear the reporting marks and numbers MR 178882-178956 pursuant to a Sublease Agreement made as of December 15, 1986, as amended, between Lessee and MR (the "MR Sublease").
- E.** Lessor and Lessee desire to make the MR Sublease into a direct lease between Lessor and MR and to terminate the 75 Cars from the Agreement.

NOW, THEREFORE, 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 retroactive to January 1, 1992, the 75 Cars now bearing the reporting marks and numbers MR 178882-178956 shall be terminated 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: *Robert Keelick*

By: *M. Maundy*

Title: *Vice President - Finance*

Title: *PRESIDENT*

Date: *3/17/92*

Date: *3-12-92*