

**ITEL**

January 30, 1992

**Itel Rail Corporation**

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

RECORDATION NO 10837-B  
FEB 1992

JAN 31 1992 -1 55 PM  
INTERSTATE COMMERCE COMMISSION

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

**Re: Termination of Lease Agreement**

Dear Mr. Strickland:

On behalf of Itel Rail Corporation, the above instrument, in four (4) 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 Termination of Lease Agreement under the Railroad Car Lease Agreement dated as of July 16, 1979, between Evans Railcar Leasing Company, successor to United States Railway Leasing Company, and Itel Rail Corporation, successor to Itel Corporation, Rail Division, which was filed with the ICC on September 20, 1979, under Recordation No. 10837.

The parties to the aforementioned instrument are listed below:

Evans Railcar Leasing Company (Lessor)  
The East Tower, Suite 900  
2250 Golf Road  
Rolling Meadows, Illinois 60008

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

Effective as of December 18, 1987, the Railroad Car Lease Agreement is terminated in its entirety.

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

10837B

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**TERMINATION OF LEASE AGREEMENT**

INTERSTATE COMMERCE COMMISSION

**TERMINATION OF LEASE AGREEMENT (THE "TERMINATION")** by ITEL RAIL CORPORATION ("Rail"), dated as of December 18, 1987.

**WHEREAS**, Itel Corporation, Rail Divison ("Itel"), leased from United States Railway Leasing Company ("United") four hundred (400) boxcars originally bearing reporting marks GBW 7400-7649, inclusive; NLG 5701-5800, inclusive; and WVRC 8100-8199, inclusive (the "Cars"), pursuant to a Railroad Car Lease Agreement, dated as of July 16, 1979 (the "Old Lease Agreement"), between Itel, as lessee, and United, as lessor, which was filed with the Interstate Commerce Commission ("ICC") pursuant to U.S.C. Section 11303(a) on September 20, 1979, and given Recordation No. 10837; and

**WHEREAS**, Itel subleased the Cars to to one or more sublessees pursuant to one or more subleases (the "Old Subleases"); and

**WHEREAS**, Itel assigned to United its rights in and to the Old Subleases pursuant to one or more assignment agreements (the "Old Assignments"); and

**WHEREAS**, Itel and Evans Railcar Leasing Company, successor in interest to United ("Evans"), terminated the Old Lease Agreement, the Old Subleases and the Old Assignments pursuant to a Termination Agreement and Agreement to Lease (the "Termination Agreement"), dated as of July 7, 1982, which was filed with the ICC pursuant to 49 U.S.C. Section 11303(a) on December 27, 1982, and given Recordation No. 10837-A; and

**WHEREAS**, Itel leased the Cars from Evans pursuant to a new lease agreement dated as of March 31, 1981, between Itel, as lessee, and Evans, as lessor (the "New Lease Agreement"), which was filed with the ICC pursuant to 49 U.S.C. Section 11303(a) on December 27, 1982, and given Recordation No. 13879; and

**WHEREAS**, pursuant to the New Lease Agreement, Itel subleased the cars to one or more sublessees pursuant to one or more subleases (the "New Subleases"); and

**WHEREAS**, pursuant to the New Lease Agreement, Itel assigned to Evans its rights in and to the New Subleases pursuant to one or more assignment agreements (the "New Assignments"); and

**WHEREAS**, Rail is successor in interest to Itel, and successor in interest to Evans pursuant to an Asset Purchase Agreement dated as of December 18, 1987 (the "Asset Purchase"), among Itel Corporation, Evans Transportation Company and Evans; and

**WHEREAS**, pursuant to the Asset Purchase, Rail acquired, among other things, the assets of Evans, including Evans' interest in the New Lease Agreement and the New Assignments as of December 18, 1987; and

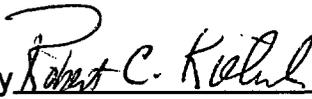
**WHEREAS**, Rail desires to terminate the New Lease Agreement and the New Assignments, and to make clear upon the public record the termination of the Old Lease Agreement, the Old Subleases, the Old Assignments, the New Lease Agreement and the New Assignments.

**NOW, THEREFORE**, Rail agrees as follows:

1. Effective as of December 18, 1987, the Old Lease Agreement, the Old Subleases, the Old Assignments, the New Lease Agreement and the New Assignments are hereby terminated in their entirety.
2. This Termination shall be governed by and construed in accordance with the laws of the State of California, but Rail shall be entitled to all rights conferred by the laws of the United States permitting filing with the Interstate Commerce Commission.

**IN WITNESS WHEREOF**, Rail has executed and delivered this Termination as of the date first above written.

**ITEL RAIL CORPORATION**

By   
Name: Robert C. Kiehnle  
Title: Vice President and Treasurer

