



0-113A079

**Itel Rail Corporation**

55 Francisco Street  
San Francisco, CA 94133  
(415) 984-4000  
(415) 781-1035 Fax

April 20, 1990

RECORDED BY 16327-A FILED 16327-A

APR 23 1990 -3 05 PM

INTERSTATE COMMERCE COMMISSION

Hon. Noretta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

**Re: Amendment No. 1 to Railcar Purchase and Sale Agreement  
between Itel Rail Corporation and GWI Leasing Corporation**

Dear Ms. McGee:

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 \$15 recordation fee.

Please record this Amendment under the Railcar Purchase and Sale Agreement between Itel Rail Corporation, successor in interest to Itel Railcar Corporation, and GWI Leasing Corporation, which was filed with the ICC on March 6, 1989, under Recordation No. 16227.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Purchaser)  
55 Francisco Street  
San Francisco, California 94133

GWI Leasing Corporation (Seller)  
71 Lewis Street  
Greenwich, Connecticut 06830

This Amendment removes three (3) cars bearing reporting marks USLX 792, 770 and 788 from the Railcar Purchase and Sale Agreement.

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

APR 23 2 57 PM '90  
NOTICE OF FILING UNIT

RECORDATION NO. 26222A FILED 1990

APR 23 1990 - 3 05 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 TO RAILCAR PURCHASE AND SALE AGREEMENT

THIS AMENDMENT NO. 1 (the "Amendment") to that certain Railcar Purchase and Sale Agreement dated as of January 17, 1989 (the "Agreement") between ITEL RAIL CORPORATION, as successor in interest to ITEL Railcar Corporation ("Seller"), and GWI LEASING CORPORATION ("Purchaser") is made as of this 19th day of March, 1990, by and between Seller and Purchaser.

RECITALS:

- A. Seller and Purchaser are parties to the Agreement pursuant to which Seller sold to Purchaser and Purchaser purchased from Seller sixty-three (63) covered hopper cars bearing non-sequential reporting marks from within the series USLX 750-799, and USLX 605-794 (the "Cars") and identified in Schedules 1 and 2, respectively, to the Agreement.
- B. The parties desire to remove three (3) Cars from the Agreement; one (1) which was destroyed prior to the Closing of the sale, and two (2) which Seller is unable to deliver to Purchaser.

NOW, THEREFORE, the parties hereto agree to amend the Agreement as follows:

- 1. All capitalized terms defined in the Agreement shall have their defined meanings when used herein.
- 2. The Cars bearing the reporting marks USLX 792, USLX 770, and USLX 788 shall be deleted (each car a "Deleted Car"), as applicable, from Schedules 1 and 2 to the Agreement.
- 3. Seller shall refund to Purchaser ( ) to reimburse to Purchaser the purchase price of ( ) for each Deleted Car.
- 4. Upon execution of this Amendment, Purchaser shall return to Seller the original Bill of Sale dated February 23, 1989 pertaining to the Cars. Upon receipt of said Bill of Sale, Seller shall issue to Purchaser an Amended Bill of Sale in the form of Exhibit A attached hereto.
- 5. Except as expressly modified by this Amendment, the terms of the Agreement shall remain in full force and effect.
- 6. This Amendment may be executed by the parties hereto in two counterparts, and both counterparts taken together shall be deemed to constitute one instrument.

ITEL RAIL CORPORATION  
 By: [Signature]  
 Title: Vice President  
 Date: 3/19/90

GWI LEASING CORPORATION  
 By: [Signature]  
 Title: CHAIRMAN  
 Date: 2/6/90

SCHEDULE 1

IDENTIFICATION OF CARS

<u>Reporting Marks</u>	<u>Type and Approximate Dimensions</u>
USLX 750	Twenty-seven (27), 3560 cubic foot, 100-ton covered hoppers
USLX 752	
USLX 755	
USLX 756	
USLX 760	
USLX 761	
USLX 762	
USLX 763	
USLX 764	
USLX 765	
USLX 767	
USLX 769	
USLX 771	
USLX 772	
USLX 773	
USLX 775	
USLX 776	
USLX 778	
USLX 779	
USLX 781	
USLX 784	
USLX 786	
USLX 787	
USLX 789	
USLX 791	
USLX 797	
USLX 799	
-----TOTAL:	27 Cars

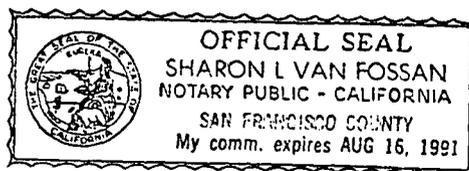
SCHEDULE 2  
IDENTIFICATION OF CARS

<u>Reporting Marks</u>	<u>Type and Approximate Dimensions</u>
USLX 605 USLX 619 USLX 620 USLX 625 USLX 629	Thirty-three (33), 3560 cubic foot, 100-ton covered hoppers
USLX 630 USLX 635 USLX 638 USLX 642 USLX 648	
USLX 650 USLX 651 USLX 652 USLX 654 USLX 659	
USLX 666 USLX 669 USLX 670 USLX 678 USLX 707	
USLX 710 USLX 713 USLX 717 USLX 720 USLX 723	
USLX 727 USLX 753 USLX 758 USLX 759 USLX 780	
USLX 785 USLX 793 USLX 794	
-----TOTAL:	33 Cars

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

On this 19th day of March, 1990, before me personally appeared Jeffrey C. Corbett, to me personally known, who being by me duly sworn says that such person is VP Product Marketing of ITEL Rail Corporation, that the foregoing Amendment No. 1 to Railcar Purchase and Sale Agreement 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.

Sharon L. Van Fossan  
Notary Public



STATE OF Connecticut )  
 ) ss:  
COUNTY OF Fairfield )

On this 6th day of February, 1990 before me personally appeared Matthew B. Fuller, III, to me personally known, who being by me duly sworn says that such person is Chairman of GWI Leasing Corporation that the foregoing Amendment No. 1 to Railcar Purchase and Sale Agreement 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.

Joyce M. Barrett  
Notary Public  
JOYCE M. BARRETT  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1993

AMENDED BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS THAT, in consideration of the payment of \$10 (ten dollars) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ITEL RAIL CORPORATION, as successor in interest to Itel Railcar Corporation ("Seller"), does hereby grant, bargain, sell, convey, transfer and deliver to GWI LEASING CORPORATION ("Purchaser"), its successors and assigns forever, all right, title and interest of Seller in and to all of the railcars identified on Schedule 1 and Schedule 2 hereto ("the Car(s)"), together with all additions, parts, fittings, appurtenances, equipment, accessories, attachments, fixtures, and accessions installed thereon or attached thereto, and all records, files, drawings and specifications pertaining thereto, TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever.

Seller does hereby assign, grant, bargain, sell, convey, transfer and deliver to Purchaser, its successors and assigns forever, all right, title interest, powers and privileges of Seller in and to such warranties, claims, causes of action, rights of indemnity and other rights, if any, as currently exist or will exist against third parties with respect to the Car(s), to the extent that such rights are assignable. The Car(s) are free and clear of all liens, pledges, ~~security interests, encumbrances or other defects of title created by, through or under Seller,~~ whatsoever, and there is no contract or restriction that prevents Seller from conveying or transferring the Car(s) to Purchaser.

PURCHASER ACKNOWLEDGES THAT IT IS PURCHASING THE CAR(S) "AS IS, WHERE IS", "WITH ALL FAULTS", AND IN RELIANCE SOLELY ON ITS OWN JUDGEMENT. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE CAR(S), EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

PURCHASER AGREES THAT SELLER SHALL HAVE NO LIABILITY WHATSOEVER FOR CONSEQUENTIAL OR INDIRECT DAMAGES.

Seller executed the original Bill of Sale on February 23, 1989 which included one (1) Car, USLX 792, which had been destroyed prior to Closing, and two (2) Cars, USLX 770 and 788, which had been undeliverable prior to Closing and were deleted from the Agreement.

IN WITNESS WHEREOF, Seller now executes this Amended Bill of Sale effective as of the 23rd day of February, 1989 which excludes the destroyed Car and the undeliverable Cars.

ITEL RAIL CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

SCHEDULE 1IDENTIFICATION OF CARS

<u>Reporting Marks</u>	<u>Type and Approximate Dimensions</u>
USLX 750	Twenty-seven (27), 3560 cubic foot, 100-ton covered hoppers
USLX 752	
USLX 755	
USLX 756	
USLX 760	
USLX 761	
USLX 762	
USLX 763	
USLX 764	
USLX 765	
USLX 767	
USLX 769	
USLX 771	
USLX 772	
USLX 773	
USLX 775	
USLX 776	
USLX 778	
USLX 779	
USLX 781	
USLX 784	
USLX 786	
USLX 787	
USLX 789	
USLX 791	
USLX 797	
USLX 799	
-----TOTAL:	27 Cars

SCHEDULE 2IDENTIFICATION OF CARS

<u>Reporting Marks</u>	<u>Type and Approximate Dimensions</u>
USLX 605	Thirty-three (33), 3560 cubic foot, 100-ton covered hoppers
USLX 619	
USLX 620	
USLX 625	
USLX 629	
USLX 630	
USLX 635	
USLX 638	
USLX 642	
USLX 648	
USLX 650	
USLX 651	
USLX 652	
USLX 654	
USLX 659	
USLX 666	
USLX 669	
USLX 670	
USLX 678	
USLX 707	
USLX 710	
USLX 713	
USLX 717	
USLX 720	
USLX 723	
USLX 727	
USLX 753	
USLX 758	
USLX 759	
USLX 780	
USLX 785	
USLX 793	
USLX 794	
-----TOTAL: 33 Cars	

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 1990, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that such person is \_\_\_\_\_ of ITEL RAIL CORPORATION, that the foregoing Amended Bill of Sale 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