

2-128A037

**ITEL**

May 6, 1992

**Istel Rail Corporation**

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

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

RECORDATION NO 15677-C FILED 1425

MAY 7 1992 4:00 PM

INTERSTATE COMMERCE COMMISSION

**Re: Amendment No. 4 to Schedule No. 1**

Dear Mr. Strickland:

On behalf of Istel 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 subject Amendment under the Lease Agreement dated as of December 29, 1979, between Istel Rail Corporation, successor to Istel Railcar Corporation, and E. I. duPont de Nemours & Co., which was filed with the ICC on June 9, 1988, under Recordation No. 15677.

The parties to the aforementioned instrument are listed below:

Istel Rail Corporation 550 California Street San Francisco, California 94104	(Lessor)
E. I. duPont de Nemours & Co. 1007 Market Street Wilmington, Delaware 19898	(Lessee)

This Amendment extends the term of the Lease only with respect to ten (10) railcars bearing reporting marks ARDP 787001-787018 (n.s.) to December 31, 1995.

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

MAY 7 1992 5:41 PM  
MOTOR VEHICLE DIVISION  
MAY 7 1992

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AMENDMENT NO. 4 INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 4 ("Amendment") to Schedule No. 1 dated December 29, 1979 to that certain Railroad Car Lease Agreement dated as of December 29, 1979, as amended (the "Lease"), between ITEL RAIL CORPORATION, as assignee of United States Railway Leasing Company, as lessor ("Lessor"), and E.I. DU PONT DE NEMOURS & CO., INC., as lessee ("Lessee"), is made as of April 15, 1992 between Lessor and Lessee.

RECITALS:

- A. Lessor and Lessee are parties to Schedule No. 1 and the Lease pursuant to which 19 RBL boxcars bearing the reporting marks and numbers ARDP 787000-787008 and ARDP 787010-787019 (the "Cars") have been leased by Lessor to Lessee.
- B. Pursuant to Amendment No. 2 made as of October 9, 1989, the parties extended the term of the Lease with respect to the Cars to expire on December 31, 1992 ("Second Extended Term") and changed the monthly rental for each Car during the Second Extended Term to \$ .00 per Car per month.
- C. Lessor and Lessee desire to further extend the term of the Lease with respect to 10 Cars.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree to amend Schedule No. 1 and the Lease as follows:

- 1. All terms defined in Schedule No. 1 and the Lease shall have their defined meanings when used in this Amendment.
- 2. This Amendment shall become effective upon its full execution by both parties.
- 3. All references to "during the Second Extended Term" shall be replaced by "from the beginning of the Second Extended Term through the expiration or termination of the Cars."
- 4. The terms of the Lease shall remain in effect with respect to all 19 Cars until December 31, 1992.
- 5. With respect only to the 10 Cars bearing the reporting marks and numbers ARDP 787001, 787002, 787003, 787005, 787012, 787013, 787014, 787016, 787017, 787018, the Lease shall be extended through and including December 31, 1995 ("Third Extended Term").
- 6. Lessor's address shall be changed to:

Itel Rail Corporation  
550 California Street  
San Francisco, CA 94104  
Attention: Contract Administration

7. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect with respect to all the Cars subject to the Lease.
8. 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 contract.

Each party, pursuant to due corporate authority, has caused this Amendment 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 was the free act and deed of the corporation, the foregoing is true and correct and that this Amendment was executed on the date indicated below.

ITEL RAIL CORPORATION

E. I DU PONT DE NEMOURS & COMPANY,  
INC.

By: Robert K. Kell  
Title: Vice President Finance  
Date: 4/16/92

By: Shirley D. Williams  
Title: Sr. Transportation  
Date: \_\_\_\_\_