

ITEL

Pullman

April 20, 1990

Itel Rail Corporation

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

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

0-113A080

Re: 1) Amendment No. 1
2) Schedule No. 3

RECORDATION NO. 16026-A FILED 1423
APR 23 1990 -3 05 PM

RECORDATION NO. 16026-C FILED 1423
APR 23 1990 -3 05 PM
INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

INTERSTATE COMMERCE COMMISSION

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 \$30 recordation fee.

Please record both the Amendment and the Schedule under the Master Lease Agreement dated as of November 7, 1988, between Itel Rail Corporation, successor to both Itel Rail Corporation and Itel Railcar Corporation, and Brandywine Valley Railroad Company, which was filed with the ICC on November 14, 1988, under Recordation No. 16026.

The parties to the aforementioned instrument are listed below:

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

Brandywine Valley Railroad Company (Lessee)
50 South First Street
Coatesville, Pennsylvania 19320

The Amendment clarifies the terms of certain equipment repairs and amends Schedule Exhibit A to Schedule 1 by deleting "BRVY 5560" and substituting "BVRV 5600;" Schedule No. 3 adds to the Master Lease Agreement forty (40) 52'6", 100-ton GB gondolas bearing reporting marks BVRV 5706-5745.

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 Department

APR 23 1990 3 05 PM
INTERSTATE COMMERCE COMMISSION

APR 23 1990 - 3 05 PM

AMENDMENT NO. 1

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 (the "Amendment") to that certain Lease Agreement, dated as of November 7, 1988, (the "Agreement") between ITEL RAIL CORPORATION, as successor in interest to both ITEL RAIL CORPORATION and ITEL RAILCAR CORPORATION, as lessor ("Lessor"), and BRANDYWINE VALLEY RAILROAD COMPANY ("Lessee") is made this 2nd day of March, 1989.

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R E C I T A L S:

- A. Lessor and Lessee are parties to the Agreement pursuant to which railroad equipment has been leased to Lessee by Lessor and under which the parties may agree, in writing, to add additional equipment from time to time.
- B. Lessor and Lessee recognize Itel Rail Corporation as successor in interest to both Itel Rail Corporation and Itel Railcar Corporation.
- C. Lessor and Lessee desire to correct a typographical error made in Exhibit A to Schedule No. 1 dated as of November 7, 1988.
- D. Lessor and Lessee recognize that as a result of the type of service into which this equipment is placed, holes are cut in the side sheets and side posts of the cars. Both Lessor and Lessee desire to clarify how the resulting damages to the equipment will be repaired.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement shall have the meanings defined therein when used in this Amendment.
- 2. Section 1. B. of the Agreement is hereby deleted. The capitalized term "Lessor" shall refer to Itel Rail Corporation, as successor in interest to both Itel Rail Corporation and Itel Railcar Corporation.
- 3. Exhibit A to Schedule No. 1 dated as of on November 7, 1988, attached and incorporated into the Agreement shall be amended by the deletion of the words "BVRV 5560" and the substitution of the words "BVRV 5600."
- 4. Notwithstanding any provisions of the Master Lease or any of the Schedules attached hereto, Lessee shall be responsible for all the costs associated with the repair or replacement

of side posts and side sheets where holes have been cut. Repair or replacement of such side posts and side sheets shall be at the sole discretion of the Lessor.

5. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
6. This Amendment may be executed by the parties hereto in multiple counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

By: Robert Keenan
Title: Vice President & Treasurer
Date: 3-2-90

BRANDYWINE VALLEY RAILROAD COMPANY

By: [Signature]
Title: President
Date: 3/16/90

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

Robert Kiehle

On this 2nd day of March, 198⁹⁰9, before me personally appeared ~~Desmond P. Hayes~~, to me personally known, who being by me duly sworn says that such person is ^{vice} President and ~~CEO~~ ^{Treasurer} of Itel Rail Corporation, that the foregoing Amendment No. 1 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 PENNSYLVANIA)
) ss:
COUNTY OF Chester)

On this 16TH day of FEBRUARY, 198⁹⁰9, before me personally appeared ROBERT F. TOIA, to me personally known, who being by me duly sworn says that such person is PRESIDENT of Brandywine Valley Railroad Company that the foregoing Amendment No. 1 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.

Linda L. Porreca
Notary Public

