

ITEL

Pullman

November 28, 1988

RECORDATION NO. 9102 FILED 1988

Istel Rail Corporation

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

DEC 2 1988 2:30 PM

INTERSTATE COMMERCE COMMISSION

No. **8-337A016**

DEC 2 1988

Date

Fee \$ **65.00**

ICC Washington, D. C

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

Re: **Amendment No. 4 to Lease Agreement dated as of August 6, 1976, between Istel Rail Corporation and Greenville and Northern Railway Company**

Dear Ms. McGee:

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 \$13 recordation fee.

Please record this Amendment under the Lease Agreement dated as of August 6, 1976, between Istel Rail Corporation and Greenville and Northern Railway Company ("GRN"), which was filed with the ICC on November 25, 1977, under Recordation No. 9102.

The parties to the aforementioned instrument are listed below:

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

Greenville and Northern Railway Company (Lessee)
53 South Hampton Road
Westfield, Massachusetts 01085

This Amendment adds to the Lease Agreement up to twenty-five (25) 50'6", 70-ton, Plate C, XM boxcars to bear reporting marks to be provided by GRN.

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

ICC OFFICE OF
THE SECRETARY
DEC 2 2 49 PM '88
MOTOR OPERATING UNIT

Interstate Commerce Commission
Washington, D.C. 20423

12/5/ 88

OFFICE OF THE SECRETARY

Patricia Schumacker
Itel Rail Corporation
55 Francisco Street
San Francisco, Calif. 94133

Dear Ms. Schumacker:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/2/88 at 2:50pm, and assigned recordation number(s). 9102-J, 16058,16058-A,16058-B & 16058-C

Sincerely yours,

Narta L. McLee

Secretary

Enclosure(s)

9102-9
REGISTRATION NO. [REDACTED]
DEC 8 1988 4 50 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 4

THIS AMENDMENT NO. 4 (the "Amendment") to the Lease Agreement, as amended, dated as of August 6, 1976 (the "Agreement") between ITEL RAIL CORPORATION, as successor in interest to SSI Rail Corp. ("Lessor"), and GREENVILLE AND NORTHERN RAILWAY COMPANY ("Lessee") is made as of this 1st day of November, 1988 between Lessor and Lessee.

R E C I T A L S:

- A. Lessor and Lessee are parties to the Agreement pursuant to which one hundred fifty (150), 50'6", Plate C, XM boxcars bearing reporting marks GRN 8000-8149 ("Boxcar(s)") have been leased by Lessor to Lessee.
- B. The three (3) Boxcars bearing reporting marks GRN 8058, 8085 and 8023 were destroyed on December 21, 1985, April 10, 1986 and December 29, 1986, respectively.
- C. Ninety-seven (97) Boxcars bearing reporting marks from within the series GRN 8000-8099 were terminated from the Agreement pursuant to the termination notice dated June 30, 1987.
- D. Fifty (50) Boxcars bearing reporting marks from within the series GRN 8100-8149 were terminated from the Agreement pursuant to the termination notice dated August 10, 1987.
- E. Of the one hundred forty-seven (147) Boxcars for which notice of termination from the Agreement was given, eight (8) Boxcars remain subject to the Agreement as Lessee's railroad marks have not been removed and pursuant to Section 9 of the Agreement each Boxcar will remain subject to the Agreement until the date such Boxcar is remarked with reporting marks as designated by Lessor.
- F. Lessor and Lessee desire to add up to twenty-five (25) cars to the Agreement.

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. The words "Boxcar" and "Boxcars" wherever they appear in the Agreement are hereby deleted and replaced with the words "Car" and "Cars."
- 3. The initials "SSI" wherever they appear in the Agreement are hereby deleted and replaced with the word "Lessor."
- 4. Equipment Schedule No. 4 attached hereto is hereby added to and made part of the Agreement.

5. With respect to the Cars described in Equipment Schedule No. 4 only, Subsections 2.A. and 2.B. of the Agreement are hereby replaced by the following:

"2. Term

The term of the Agreement with respect to each Car shall commence at 12 noon on the date such Car is remarked ('Delivery') and shall continue as to all of the Cars through and including December 1, 1991." 1993 *WPS*

6. With respect to the Cars listed on Equipment Schedule No. 4 only, the first six sentences of Subsection 3.A. of the Agreement are hereby replaced by the following:

"3. Supply Provisions

A. Lessee hereby approves the specifications of the Cars described on Equipment Schedule No. 4 attached hereto. Lessor shall, at its expense, remark each Car to the designated reporting marks in compliance with all applicable regulations and shall move each remarked Car to Lessee's railroad line at the earliest time that is consistent with the mutual convenience and economy of the parties."

7. With respect to the Cars described in Equipment Schedule No. 4 only, Subsections 3.B. and 3.C. of the Agreement shall become Subsections 3.C. and 3.D. respectively and a new Subsection 3.B is hereby added to the Agreement as follows:

"3.B. Lessor and Lessee agree that Lessor may deliver up to twenty-five (25) Cars to Lessee, that the initial delivery of such Cars shall not exceed ~~ten (10)~~ Cars and that Lessor may, at its sole option, deliver up to ~~fifteen (15)~~ of the remaining Cars to Lessee." *WPS* *DPB*

Twenty (20)
WPS
DPB

8. Subsections 6.A.(i) and 6.A.(ii) of the Agreement, as amended by Amendment No. 2 dated as of May 1, 1978 to the Agreement, shall apply to the Cars listed on Equipment Schedule No. 4 in addition to applying to the Cars listed on the Equipment Schedule dated as of August 6, 1976.
9. This Amendment shall become effective upon its full execution by both parties.
10. The Amendment dated as of March 1, 1978 shall not apply to the Cars described in Equipment Schedule No. 4.
11. Except as expressly modified by the Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all of the Cars subject to the Agreement.

12. 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 instrument.

ITEL RAIL CORPORATION

By: DD Hayes

Title: President

Date: November 8, 1988

**GREENVILLE AND NORTHERN
RAILROAD COMPANY**

By: TP Silver

Title: President

Date: 11/01/88

EQUIPMENT SCHEDULE NO. 4

Istel Rail Corporation hereby leases the following Cars to Greenville and Northern Railway Company subject to the terms and conditions of that certain Lease Agreement, as amended, dated as of August 6, 1976.

AAR Mech Desig	Description	Numbers	Length	Dimensions Inside Width		Height	Doors Width	No. of Cars
XM	70-ton, Plate C Boxcar	GRN	50'6"	9'6"	11"	10'	up to 25	

ITEL RAIL CORPORATION

By: *D. Hayes*
 Title: *President*
 Date: *November 8, 1988*

**GREENVILLE AND NORTHERN RAILWAY
COMPANY**

By: *W. Silver*
 Title: President
 Date: 11/01/88

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

On this 8th day of November, 1988, before me personally appeared Desmond P. Hayes, to me personally known who, being by me duly sworn, says that such person is President of ITEL Rail Corporation, that the foregoing Amendment No. 4 and Equipment Schedule No. 4 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 Massachusetts)
) ss:
COUNTY OF Hampden)

On this 1st day of November, 1988, before me personally appeared M.P. Silver, to me personally known who, being by me duly sworn, says that such person is President of Greenville and Northern Railway Company, that the foregoing Amendment No. 4 and Equipment Schedule No. 4 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.

Deborah A. Tella
Notary Public

My Commission Expires August 31, 1995

