

\$15

ITEL

February 12, 1991

Itel Rail Corporation

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

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

1-045A017

RECORDED BY 16139/C
FILED 1991

Re: **Amendment No. 1 to Schedule No. 2**

FEB 14 1991 -9 50 AM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

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 Lease Agreement dated December 12, 1988, between Itel Rail Corporation and Chicago, South Shore and South Bend Railroad, which was filed with the ICC on January 3, 1989, under Recordation No. 16139.

The parties to the aforementioned instruments are listed below:

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

Chicago, South Shore and South Bend Railroad (Lessee)
North Carroll Avenue
Michigan City, Indiana 46360

This Amendment (i) replaces in its entirety Section 1.B of the Lease; (ii) deletes car number CSS 1615 from Schedule No. 2 and amends the number of cars described in that Schedule from twenty-six (26) to twenty-five (25); and (iii) replaces in its entirety Section 9 of Schedule No. 2.

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
Legal Assistant

FEB 14 1991 -9 50 AM

INTERSTATE COMMERCE COMM

AMENDMENT NO. 1 TO LEASE AGREEMENT AND SCHEDULE

AMENDMENT NO. 1 (the "Amendment") to that certain Lease Agreement dated as of December 27, 1988 (the "Agreement") and to Schedule No. 2 to the Agreement, dated as of December 27, 1988, between ITEL RAIL CORPORATION, as successor in interest to both ITEL RAIL CORPORATION and ITEL RAILCAR CORPORATION, as lessor ("Lessor") and CHICAGO, SOUTH SHORE AND SOUTH BEND RAILROAD as lessee ("Lessee") is made this 21 day of January, 1991.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Agreement and Schedule No. 2 pursuant to which Lessor leased to Lessee twenty-six (26) coil-steel gondolas originally bearing the reporting marks and numbers CSS 1600-1625 that were to be rebuilt according to the terms of Schedule No. 2.
- 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 delete from Schedule No. 2 the Car bearing reporting marks and number CSS 1615, which was damaged prior to being rebuilt.
- D. Lessor and Lessee desire to amend the reporting marks and numbers of the Cars described in Schedule No. 2.
- E. Lessor and Lessee desire to amend the rental provisions of Schedule No. 2.

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 and Schedule No. 2 shall have the meanings defined therein when used in this Amendment.
- 2. Effective retroactively to August 11, 1989, Section 1.B. of the Agreement is deleted in its entirety. When used in the Agreement and any Schedules attached thereto, the capitalized term "Lessor" shall refer to Itel Rail Corporation as successor in interest to both Itel Rail Corporation and Itel Railcar Corporation.
- 3. Effective retroactively to December 27, 1988, the Car bearing the reporting marks and number CSS 1615 shall be deleted from Schedule No. 2 and the number of Cars described in Schedule No. 2 shall be amended from twenty-six (26) to twenty-five (25).
- 4. Effective retroactively to the date that each Car was remarked after being rebuilt, the reporting marks of the Cars described in Schedule No. 2 shall be changed from CSS 1600 - 1625 to CSS 1650 - 1664 and CSS 1666 - 1675.

5. Section 9 of Schedule No. 2 shall be deleted in its entirety and replaced by the following:

"9. A. Effective in the calendar month ('Month') following the date that the final Car is first interchanged to Lessee for either remarking or immediate rebuilding, Lessee shall pay to Lessor the monthly rent of [REDACTED] (\$ [REDACTED] the 'Fixed Rent') per Car for all of the Cars. The Fixed Rent shall be due and payable regardless of any claimed abatement, reduction or offset. *HJP 1-31-91*

B. In addition to the total Fixed Rent due on the Cars on Schedule No. 2, effective January 1991 Lessee shall pay Lessor [REDACTED] (\$ [REDACTED]) per month ('Rebuild Fee') through December 1991 for the cost of rebuilding such Cars. *HJP 1-31-91*

C. Lessee shall pay to Lessor the Fixed Rent and the Rebuild Fee upon receipt of Lessor's monthly invoice."

6. Except as expressly modified by this Amendment, all terms and provisions of the Agreement and Schedule No. 2 shall remain in full force and effect.

7. This Amendment may be executed by the parties hereto in multiple counterparts and said counterparts taken together shall be deemed to constitute one and the same instrument.

Each party, pursuant to due corporate authority, has caused this Amendment to be executed by its authorized officer, and each of the undersigned declares pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

ITEL RAIL CORPORATION

CHICAGO, SOUTH SHORE AND SOUTH BEND RAILROAD

By: *Mike Smith*

By: *H J Parnely*

Title: *VP SALES*

Title: *VP*

Date: *1/28/91*

Date: *1-31-91*