

ITEL

RECORDATION NO. 8658 Filed 1425

Istel Rail Corporation

MAY 22 1984 - 2:20 PM

San Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234

1-143A060

INTERSTATE COMMERCE COMMISSION

May 8, 1984

Mr. James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No.
Date MAY 22 1984
Fee \$ 10.00
ICC Washington, D. C.

Dear Mr. Bayne:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Istel Rail Corporation for filing and recordation as an additional filing under the Lease Agreement dated October 18, 1976 between S.S.I. Rail Corporation (as predecessor in interest to Istel Rail Corporation) and The Clarendon and Pittsford Railroad Company, which was filed with the I.C.C. on January 12, 1977 and given I.C.C. Recordation No. 8658, four counterparts of the following document:

*File
See cover*

Amendment No. 4 dated January 23, 1984 to the Lease Agreement dated October 18, 1976 between S.S.I. Rail Corporation (as predecessor in interest to Istel Rail Corporation) and The Clarendon and Pittsford Railroad Company.

The names and addresses of the parties to the aforementioned Amendment are:

1. The Clarendon and Pittsford Railroad Company
267 Battery Street
Burlington, Vermont 05401
2. Istel Rail Corporation
55 Francisco, 7th Floor
San Francisco, California 94133

The equipment covered by this Amendment No. 4 is two hundred and sixty (260) 50'7" boxcars, A.A.R. mechanical designation XP, bearing reporting marks CLP 3001-3260.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

Mr. James H. Bayne, Secretary
May 8, 1984
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this document.

Sincerely,



Kathryn M. Thyret
Legal Assistant

KMT/esh
Enclosures

cc: Robert S. Clark, Esq.
Senior Trust Officer
First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84125

Virginia Hanger
Itel Rail Corporation

L-0639
2/7/84

RECORDATION NO. 8658-2 Filed 1426

MAY 22 1984 -2 20 PM

AMENDMENT NO. 4 INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 4 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of October 18, 1976, between SSI Rail Corp. and Clarendon and Pittsford Railroad Company is made this 23rd day of January, 1984 by and between **ITEL RAIL CORPORATION**, as successor in interest to SSI Rail Corp. ("Lessor") and **CLARENDON AND PITTSFORD RAILROAD COMPANY** ("Lessee").

W I T N E S S E T H :

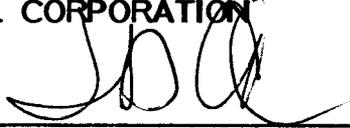
WHEREAS, Lessor and Lessee are parties to the Agreement pursuant to which two hundred sixty (260) boxcars bearing the reporting marks CLP 3001-3260 have been leased by Lessor to Lessee;

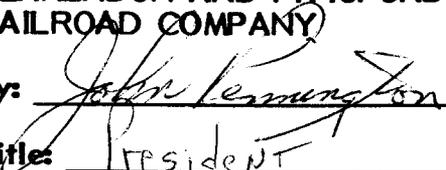
WHEREAS, Lessor and Lessee desire to amend the schedule of payment for car hire revenues under the Agreement.

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

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. Effective November 1, 1983, Section 6.F.(i) shall be deleted in its entirety and replaced by the following:

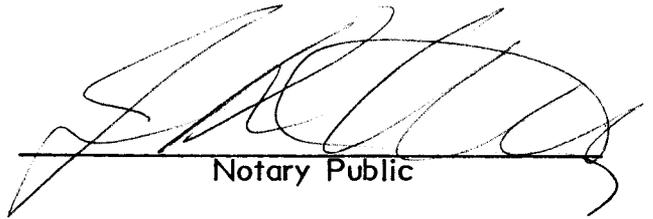
"6.F.(i) Prior to the eightieth (80th) day following each earning month, Lessee shall notify Lessor of the total number of hours car hire revenues were earned on the Boxcars during such earning month, the total mileage charges earned by the Boxcars during such earning month and all adjustments not previously reported for prior earning months. Lessee shall remit to Lessor all car hire revenues, all claim revenues, all mileage charges and all penalty amounts received, minus the cost of any running repairs for such earning month."
3. Effective November 1, 1983, the parties hereto agree that the letter dated January 30, 1978 ("Letter") to Mr. Jay Wulfson, President, Vermont Railway, Inc. from Mr. Richard Brenner, Director of Accounting, ITEL Corporation, Rail Division, shall be considered null and void.
4. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

ITEL RAIL CORPORATION
 By: 
 Title: President
 Date: 2/17/84

CLARENDON AND PITTSFORD RAILROAD COMPANY
 By: 
 Title: President
 Date: 2/14/84

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

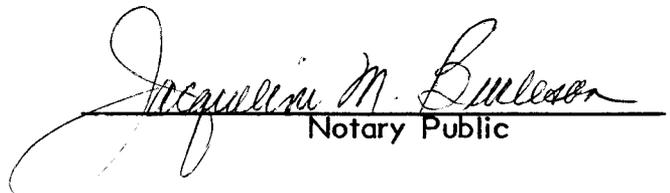
On this 17 day of February, 1984, before me personally appeared J. Douglass Coates, to me personally known, who being by me duly sworn says that such person is President of IteI Rail Corporation, that the foregoing Amendment No. 4 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public



STATE OF Vermont)
) ss:
COUNTY OF Chittenden)

On this 14th day of February, 1984, before me personally appeared John R. Plamondon, to me personally known, who being by me duly sworn says that such person is President of Clarendon and Pittsford Railroad Company, that the foregoing Amendment 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.


Notary Public