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LEASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS LEASE AGREEMENT, made as of this 1st day of September, 1975, between SSI RAIL CORP., a Delaware corporation, ("SSI") as Lessor and the ATLANTA & SAINT ANDREWS BAY RAILWAY COMPANY (the "Lessee"), as Lessee:

1. Scope of Agreement

A. SSI agrees to lease to Lessee and Lessee agrees to lease from SSI one hundred (100) boxcars of the type and description as set forth in any Lease Schedules executed by the parties concurrently herewith or from time to time hereafter and made a part of this Agreement. The scheduled items of equipment are hereinafter called collectively the "Boxcars". The word "Schedule" as used herein includes all Schedules and amendments thereto each of which when executed shall be a part of this Agreement.

B. It is the intent of the parties of this Agreement that SSI shall at all times be and remain the owner of all scheduled Boxcars. Lessee agrees that it will at no time take any action or file any document which is inconsistent with the foregoing intent and that it will take such action and execute such documents as may be necessary to facilitate accomplishment of this intent. Lessee specifically covenants that it will not use any Boxcar in a manner or at a location or otherwise engage in any activity which may limit SSI's privilege to use or secure the benefits of any of the tax benefits hereof with respect to any Boxcar.

2. Term

A. The Term of a lease with respect to each Boxcar shall be for fifteen (15) years commencing upon the date of delivery of such Boxcar as set forth in Section 3A hereof, unless earlier terminated pursuant to this Agreement.

B. If this Agreement has not been earlier terminated and no event has occurred and is continuing which constitutes an Event of Default as defined in this Agreement or would constitute such an Event of Default but for the requirement that notice be given or lapse of time or both, this Agreement shall be automatically extended on a year to year basis; provided, however, that SSI may by written notice delivered to Lessee not less than ninety (90)

days prior to the end of the initial lease term for any scheduled Boxcar or any specified termination date during the extended term terminate this Agreement.

C. If Lessee decides to go out of the freight business, Lessee may terminate the Lease at any time on giving six (6) months prior written notice to SSI.

3. Supply Provisions

A. SSI will inspect each Boxcar tendered by the manufacturers for delivery to Lessee. If the Boxcar conforms to all applicable governmental regulatory specifications, SSI will accept delivery thereof at the manufacturer's facility and shall notify Lessee in writing of such acceptance whereupon such Boxcars shall be deemed delivered to Lessee and subject thereafter to all of the terms and conditions of this Agreement. Due to the nature of railroad operations in the United States, SSI can neither control nor determine if and when the units leased hereunder will actually be available to Lessee for its use on its railroad tracks. Notwithstanding that Lessee may never have physical possession of any or all of the units leased hereunder, Lessee agrees to pay to SSI the rental charges set forth in this Agreement.

B. Lessee agrees that so long as it shall have on lease one or more type of Boxcar, it shall not lease Boxcars on a revenue-sharing lease basis as set forth herein from any other party unless it shall have given SSI at least two (2) months' prior written notice of its desire to lease boxcars similar to the type on lease and SSI shall then have the opportunity to lease such boxcars to Lessee subject to the terms and conditions of this Agreement. This, however, shall not be deemed to prohibit Lessee from directly interchanging boxcars from railroad companies in accordance with AAR railroad interchange agreements or leasing from other parties if SSI cannot equal the lease terms offered by such other parties. Notwithstanding the leasing of boxcars from other parties, Lessee shall give preference to SSI and shall load the Boxcars leased from SSI prior to loading boxcars subsequently leased from such other parties or boxcars subsequently assigned to the Lessee from other railroad companies or boxcars subsequently purchased by Lessee.

C. Additional Boxcars may be leased from SSI to Lessee only upon the mutual agreement of the parties hereto. Upon such agreement, such additional Boxcars shall be identified in Schedules to this Agreement and shall benefit from and be subject to this Agreement upon acceptance by SSI and delivery to Lessee.

4. Record Keeping

A. SSI will at no expense to Lessee, cause this Agreement and any applicable Schedules or amendments thereto to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and Lessee will execute, acknowledge, deliver, file, register, record (and will refile, re-register, deposit and re-deposit or re-record whenever required) any and all further instruments required by law for the purpose of proper protection of SSI's and Lessee's interests in the Boxcars, or for the purpose of or required by any government agency for carrying out the intention of this Agreement.

B. Lessee shall prepare all documents for and filings relating to the registration, maintenance and record keeping functions normally with respect to the Boxcars. Such matters shall include but are not limited to the preparation of the following documents: (i) appropriate AAR interchange agreements with respect to the units including an application for relief from Rules 1 and 2 of the AAR Car Service and Car Hire Agreement; (ii) registration for each Boxcar in the Official Railway Equipment Register and the Universal Machine Language Equipment Register; and (iii) such reports as may be required from time to time by the ICC and/or other regulatory agencies with respect to the Boxcars.

C. Lessee shall register each and every Boxcar leased hereunder in the Official Railway Equipment Register and the Universal Machine Language Equipment Register. Lessee shall perform all record keeping functions related to the use of the Boxcars by Lessee and other railroads in accordance with AAR railroad interchange agreements such as car hire reconciliation and the processing of damage and maintenance claims. Payments, charges and correspondence from railroads using such Boxcars shall be addressed to Lessee.

D. All record keeping performed by Lessee hereunder and all record of payments, charges and correspondence related to Scheduled Boxcars shall be separately recorded and maintained by Lessee in form suitable for reasonable inspection by SSI from time to time during regular business hours of the Lessee.

E. Lessee shall perform all record keeping until such time as the total number of Boxcars covered by this Agreement exceeds the total number of units of

railcars owned or leased from others by Lessee. At such time as SSI's fleet exceeds Lessee's fleet under Lessee's "Marks", all record keeping shall be performed by SSI.

5. Maintenance, Taxes and Insurance

A. SSI will pay all costs, expenses, fees and charges incurred in connection with the use and operation of each Boxcar during its lease term and any extension thereof, including but not limited to repairs, maintenance, storage and servicing unless the same is occasioned by the fault of Lessee while a Boxcar is in the possession of Lessee. Lessee hereby transfers and assigns to SSI for and during the term of this Lease all of its right, title and interest in, under and to any warranty, whether express or implied, in respect to the Boxcars, to the extent the same is assignable and for so long as no event of default of SSI has occurred and is continuing. All claims or actions on any warranty so assigned shall be made and prosecuted by SSI at its sole expense and Lessee shall have no obligation to make any claim on such warranty. Any recovery under such warranty shall be made payable to SSI. All proceeds from such recovery shall be used to repair or replace the Boxcars.

B. Lessee may make those repairs authorized in or by existing rules and regulations of AAR and/or ICC, but shall not otherwise make or permit others to make any other repairs, alterations, improvements or additions to the Boxcars without SSI's prior written consent. Title to any such alteration, improvement or addition occurring in the course of or as a result of normal and customary maintenance shall be and remain in SSI.

C. SSI shall, at its own expense, make or cause to be made all inspections, maintenance and repairs of the Boxcars as may be required by any applicable governmental laws or regulations, or as may be required by the insurance policies pertaining to the Boxcars. SSI shall also make, at its expense, all alterations, modifications or replacement of parts as shall be necessary to maintain the Boxcars in good operating condition throughout the term of the lease of such Boxcars and to comply with the above requirements.

D. SSI will at all times while this Agreement is in effect and at its own expense, cause to be carried and maintained insurance in respect of all Boxcars subject hereto, and public liability insurance in amounts and against risks customarily insured against by railroad companies on similar equipment, and SSI shall furnish to the Lessee such copies of the policies, or other evidences of such insurance as the Lessee shall reasonably request. Such insurance

shall be payable to SSI and Lessee as their interests may appear. Lessee at its option may elect to carry and maintain insurance covering damage and liability occurring while a Boxcar is in the possession of Lessee and through fault of the Lessee which is the sole and exclusive damage and liability responsibility assumed by Lessee hereunder.

E. SSI agrees to pay all taxes, assessments and other governmental charges of whatsoever kind or character and by whomsoever payable on or relating to each Boxcar and on the lease, sale, ownership, use, shipment, transportation, delivery or operation thereof or the exercise of any option, election or performance of any obligation by SSI hereunder, which may be accrued, levied, assessed or imposed during the lease term or which remain unpaid as of the date of delivery of such Boxcar to Lessee, and all taxes of any kind imposed by any federal, state or local taxing authority against SSI on or measured by any amount payable hereunder, except taxes on net income imposed on Lessee. SSI will comply with all state and local laws requiring the filing of ad valorem tax returns on the Boxcars and, if any tax is to be assessed or billed to Lessee, SSI will cause such billings to be made to SSI.

6. Rental Charges

A. Lessee agrees to pay the following rental charges to SSI for the use of SSI's Boxcars: ~~during any period that is a month or more~~

(i) SSI shall receive all of the mileage charges and car hire revenues (including both straight and incentive per diem) payable to Lessee by other railroad companies if the utilization of all of the Boxcars on an aggregate basis for each calendar year shall be equal to or less than 90 percent. For the purpose of this Agreement, utilization of the Boxcars shall be determined by a fraction, the numerator of which is the aggregate number of days in each calendar year that per diem is earned on the Boxcars, commencing from the first loading referred to as the "initial loading", and the denominator of which is the aggregate number of days in each year that the Boxcars are on lease to Lessee, commencing from the initial loading. All revenues earned and all expenses incurred by all Boxcars prior to their "initial loading" shall be for the account of SSI.

(ii) In the event the utilization exceeds 90 percent in any calendar year, SSI shall receive an amount equal to the total mileage charges and car hire revenues multiplied

by a fraction, the numerator of which is 90 percent and the denominator of which is the utilization for the calendar year ("SSI Base Rental"). This formula allows for the splitting of all revenues over 90 percent utilization on a fifty-fifty basis between SSI and Lessee.

(iii) The rental charges payable to SSI by Lessee shall be paid from the monies received by Lessee in the following order until SSI has received the amounts due it pursuant to this Section 6: (1) incentive car hire payments; (2) straight car hire payments; and (3) mileage charges.

B. The calculations required by Subsection 6A shall be computed within three(3) months after the end of each calendar year. However, since the parties desire that rental payments shall be made currently so that SSI may meet its financial commitments, Lessee shall pay to SSI on the fifth business day after receipt of any car hire settlement, the full amount of such settlement with respect to any Boxcars leased hereunder. Further since the parties desire to adjust the amounts paid pursuant to the preceding sentence more frequently than at the end of each calendar year, Lessee shall within three (3) months after the end of each calendar quarter, calculate on a cumulative quarterly basis, the approximate amount of rental payment due Lessee. Any amounts payable pursuant to the preceding sentence shall be paid promptly following such calculation, provided, however, that following each cumulative quarterly calculation, any amount paid to either party in excess of the amounts required by such quarterly calculations shall be promptly refunded to the appropriate party.

C. In the event the utilization rate in any calendar quarter is less than an amount equal to 87.5 percent, SSI may, at its option and upon not less than 30 days prior written notice to Lessee, terminate this Agreement.

D. If any Boxcar remains on Lessee's railroad tracks for more than seven (7) days, SSI may, at its option and upon not less than 24 hours prior written notice, terminate this Agreement as to such Boxcar and withdraw such Boxcar from Lessee's railroad tracks, except when such Boxcar is awaiting its initial load.

E. In the event the revenue received by SSI for any boxcar in any twelve month period is less than \$4,596, SSI may, at its option and upon not less than 30 days prior written notice to Lessee, terminate this Agreement as to such boxcar.

7. Possession and Use

A. So long as Lessee shall not be in default under this Lease, Lessee shall be entitled to the possession, use and quiet enjoyment of the Boxcars in accordance with the terms of this Agreement and in the manner and to the extent Boxcars are customarily used in the freight railroad business. Lessee agrees that to the extent it has possession and can control use of the Boxcars, the Boxcars will at all times be used and operated under and in compliance with the laws of the jurisdiction in which the same are located and in compliance with all lawful acts, rules and regulations and orders of any governmental bodies or officers having power to regulate or

supervise the use of such property, except that either SSI or Lessee may in good faith and by appropriate proceedings contest the application of any such rule, regulation or order in any reasonable manner at the expense of the contesting party, and except further that this section shall in no manner diminish the obligations of SSI under Sections 3A and 5 of this Agreement.

B. Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or other security interest or claim on or with respect to the Boxcars, title thereto, or any interest therein or in this Agreement or Schedule or amendment thereto and will keep the Boxcars free and clear of any and all liens, charges and encumbrances which may be levied against or imposed upon it (other than encumbrances arising from acts of SSI) and will if requested by SSI obtain and deliver to SSI concurrently with the delivery of the Boxcars a waiver of any such liens or claims as to the Boxcars in recordable form satisfactory to SSI. Lessee will promptly, at its expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrances, security interest, or claim if the same shall arise at any time.

8. Default Remedies Upon Default

A. Each of the following shall constitute an event of default by Lessee:

(i) Lessee shall make or permit any unauthorized assignment or transfer of this Agreement, or

(ii) If any representation or warranty made by Lessee herein or in any statement or certificate furnished by Lessee in connection with this Agreement proves untrue in any material respect as of the date of the making thereof, and shall not be made good within thirty (30) days after notice thereof to Lessee, or

(iii) A decree or order by a court having jurisdiction over Lessee shall have been entered and remain in force undischarged and unstayed for sixty (60) days:

(a) Adjudging Lessee a bankrupt or insolvent,

(b) Approving as properly filed a petition seeking reorganization of Lessee under the Bankruptcy Act or any other state or federal law,

(c) Directing the appointment of a receiver or liquidator or trustee in bankruptcy or insolvency of Lessee or of the property of the Lessee, or

(d) Directing the winding up or liquidation of the affairs of Lessee;

(iv) Lessee shall:

(a) Institute proceedings to be adjudged a voluntary bankrupt or insolvent,

(b) Consent to the filing of a bankruptcy or insolvency proceeding against it,

(c) File a petition or answer or consent seeking reorganization or readjustment under the Bankruptcy Act or any other state or federal law, or otherwise invoke any law for the aid of debtors, or consent to the filing of any such petition,

(d) Consent to the appointment of a receiver or liquidator or trustee in bankruptcy or insolvency of its property or any substantial portion of its property,

(e) Make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or

(f) Take any corporate action in furtherance of any of the aforesaid purposes;

(v) Nonpayment of lease payments for a period of ten days after notice;

(vi) A petition against Lessee in a proceeding under bankruptcy laws or other insolvency laws (as now or hereafter in effect) in any jurisdiction within the United States or elsewhere shall be filed and shall not be withdrawn or dismissed within sixty (60) days thereafter, or if, under the provisions of any law providing for reorganization or winding up of corporations which may apply to Lessee any court of competent jurisdiction shall assume jurisdiction, custody or control of Lessee or of any substantial part of the property of any of them and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed, or untermi- nated for a period of sixty (60) days.

B. Upon the occurrence of any event of default by Lessee, SSI may, at its option, terminate this Agreement and may:

(i) Proceed by appropriate court action to enforce performance by Lessee of this Agreement or to recover damages for a breach thereof (and Lessee agrees to bear SSI costs and expenses, including reasonable attorneys' fees, in securing such enforcement), or

(ii) By notice in writing to Lessee, terminate Lessee's right of possession of the Boxcars, whereupon all right and interest of Lessee in the Boxcars shall terminate; and thereupon SSI may by its agents enter upon any premises where the Boxcars may be located and take possession of them and henceforth hold, possess and enjoy the same free from any right of Lessee. SSI shall nevertheless have a right to

recover from Lessee any and all rental amounts which under the terms of this Agreement may then be due or which may have accrued to that date.

C. Each of the following shall constitute an event of default by SSI:

(i) A decree or order by a court having jurisdiction over SSI shall have been entered and remain in force undischarged and unstayed for sixty (60) days:

(a) Adjudging SSI a bankrupt or insolvent,

(b) Approving as properly filed a petition seeking reorganization of SSI under the Bankruptcy Act of any other state or federal law,

(c) Directing the appointment of a receiver or liquidator or trustee in bankruptcy or insolvency of SSI or of the property of SSI, or

(d) Directing the winding up or liquidation of the affairs of SSI;

(ii) SSI shall:

(a) Institute proceedings to be adjudged a voluntary bankruptcy or insolvent,

(b) Consent to the filing of a bankruptcy or insolvency proceeding against it,

(c) File a petition or answer or consent seeking reorganization or readjustment under the Bankruptcy Act or any other state or federal law, or otherwise invoke any law for the aid of debtors, or consent to the filing of any such petition,

(d) Consent to the appointment of a receiver or liquidator or trustee in bankruptcy or insolvency of the property or any substantial portion of its property,

(e) Make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or

(f) Take any corporate action in furtherance of any of the aforesaid purposes;

(iii) A petition against SSI in a proceeding under bankruptcy laws or any other insolvency laws (as now or hereafter in effect) in any jurisdiction within the United States or elsewhere shall be filed and shall not be withdrawn or dismissed within sixty (60) days thereafter, or if, under the provisions of any law providing for reorganization or winding up of corporations which may apply to SSI any court of competent jurisdiction shall assume jurisdiction, custody or control of SSI or of any substantial part of the property of SSI and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed or unterminated for a term of sixty (60) days; or

(iv) Default by SSI in the performance of its obligations hereunder for a period of ten (10) days after notice.

D. Upon the occurrence of any event of default by SSI, Lessee may, at its option, terminate this Agreement.

9. Termination

At the expiration or termination of this Agreement as to any Boxcars set forth on a Schedule attached hereto, Lessee will surrender possession of such Boxcars to SSI by delivering same to SSI. The assembling, delivery, storage and transporting of the Boxcars shall be at the expense and risk of SSI. A Boxcar shall be deemed terminated and no longer subject to this Agreement upon the removal of Lessee's railroad markings from the Boxcar and the placing thereon of such markings as may be designated by SSI (i) upon delivery of such Boxcars to Lessee's railroad line subsequent to termination of this Agreement, or (ii) upon removal by another railroad line which has physical possession of the Boxcar at the time of or subsequent to the termination of this Agreement as to such Boxcar.

(i) If such Boxcars are on the railroad line of Lessee upon such expiration or termination or are subsequently returned to Lessee's railroad line, Lessee shall at its own expense within five working days remove Lessee's railroad markings from the Boxcars and place thereon such markings as may be designated by SSI. Lessee shall use its best efforts to load such Boxcars with freight and deliver them to a connecting carrier for shipment. Lessee shall provide up to ten days free storage on its railroad tracks for SSI or the subsequent lessee of any terminated Boxcar.

(ii) If such Boxcars are not on the railroad line of Lessee upon termination, all costs of assembling, delivering, storing, and transporting such Boxcars, except as provided above, to Lessee's railroad line or the railroad line of a subsequent lessee shall be borne by SSI.

10. Indemnities

SSI will defend, indemnify and hold harmless Lessee from and against (a) any and all loss or damage of or to the Boxcars, usual wear and tear excepted, unless occurring through the fault of Lessee while Lessee has possession of Boxcars and (b) any claim, cause of action, damage, liability, cost or expense (including legal fees and costs) to which the Boxcars may be subject or which may be incurred in any manner by or for the account of any such Boxcar (unless occurring through the fault of Lessee):

(i) Relating to the Boxcars or any part thereof, including without limitation the construction, purchase, delivery, acceptance or rejection, installation, ownership, sale, leasing or return of the Boxcars, or as a result of the use, maintenance, repair, replacement, operation or the condition thereof (whether defects, if any, are latent or are discoverable by SSI or Lessee);

(ii) By reason or as a result of any act of SSI for itself or as agent or attorney-in-fact for Lessee hereunder;

(iii) As a result of claims for patent infringement; or

(iv) As a result of claims for strict liability in tort.

11. Warranties and Covenants

Lessee represents, warrants and covenants that:

(i) Lessee is a corporation duly organized and validly existing in good standing under the laws of the State of INDIANA, and has the corporate power and authority, and is duly qualified and authorized to do business wherever necessary, to carry on its present business and operations and to own or hold under lease its properties and to perform its obligations under this Agreement.

(ii) There is no law, rule or regulation and no charter provision of Lessee, and no provision in any existing mortgage, indenture, contract or agreement, order, judgment or decree binding on Lessee which would be contravened by the execution, delivery or performance by Lessee of this Agreement.

(iii) No mortgage, deed of trust, charter, lease, or any other lien or security interest of any nature whatsoever which now covers or affects any property or interests therein of Lessee now attaches or hereafter will attach to the Boxcars or in any manner affects or will affect adversely SSI's right, title and interest therein.

(iv) No approval or further action is required from or by any public regulatory body with respect to the entering into or performance by Lessee of this Agreement.

(v) There is no action or proceeding pending or threatened against Lessee before any court or administrative agency or other governmental body which might result in any material adverse effect on the business, properties and assets, or condition, financial or otherwise, of Lessee.

(vi) Lessee is not a party to any agreement or instrument or subject to any charter or other corporate restrictions which individually or in the aggregate will materially adversely affect Lessee's financial condition, business or operations or will adversely affect the ability of Lessor to perform its obligations under this Lease.

(vii) There is no fact which Lessee has not disclosed to SSI in writing which materially adversely affects nor, so far as the Lessee can now reasonably foresee, will materially affect the business, condition or any material portion of the properties of the Lessee or the ability of the Lessee to perform its obligations under this Agreement.

(viii) Lessee will indemnify and hold harmless SSI from and against any and all damage as a result of any act of Lessee for itself or as agent or attorney-in-fact for SSI in the preparation and maintenance of records as defined in Paragraph 4 above.

12. Conditions Precedent to Execution, Lease Schedules

A. No change shall have occurred after the date of this Agreement in applicable law or regulations thereunder or administrative interpretations thereof which would make it illegal for the parties to enter into this Agreement or any Schedule hereto.

B. There shall exist no event of default, or event which with notice, or lapse of time, or both, would constitute an event of default under this Agreement.

C. Both parties shall have received such other documents and evidence with respect to the transaction as either of them or respective counsel may reasonably request in order to establish that the consummation of the transactions contemplated by this Agreement are lawful in all respects.

D. Lessee shall have received appropriate certificates or other evidence of insurance as required by Section 5D.

13. Inspection

SSI shall at any time during normal business hours have the right to enter the premises where the Boxcars may be

located for the purpose of inspecting and examining the Boxcars to insure Lessee's compliance with its obligations hereunder. Lessee shall immediately notify SSI of any accident connected with the malfunctioning or operation of the Boxcars including in such report the time, place and nature of the accident and the damage caused to property, the names and addresses of any persons injured and of witnesses and other information pertinent to Lessee's investigation of the accident. Lessee shall also notify SSI in writing within five (5) days after any attachment, tax lien or other judicial process shall attach to any Boxcar. Each party shall furnish to the other, promptly upon their becoming available, a copy of its annual report submitted to the ICC and, when requested, copies of any other income or balance sheet statements required to be submitted to the Interstate Commerce Commission.

14. Delay and Waiver

No failure or delay by SSI shall constitute a waiver or otherwise affect or impair any right, power or remedy available to SSI nor shall any waiver or indulgence by SSI or any partial or single exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The exercise of any right, power or remedy shall in no event constitute a cure or waiver of any default under this Agreement nor prejudice SSI in the exercise of any rights hereunder unless in the exercise of such right all obligations of Lessee under this Agreement are fully performed.

15. Notices

All notices hereunder shall be in writing and shall be deemed given when delivered personally or when deposited in the United States Mail, postage prepaid, certified or registered, addressed to SSI Rail Corp., Two Embarcadero Center, San Francisco, California, 94111, Attention: President and to Lessee, P. O. Box 729, 514 East Main Street, Dothan, Alabama, 36301, Attention: Chairman.

16. Governing Law

This Agreement and the leasing contemplated hereby shall be governed by and construed according to the laws of the State of California, provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

17. Successors and Assigns

This Agreement and the Schedules contemplated hereby shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not without the prior written consent of SSI assign this Agreement or any of its rights hereunder or sublease the Boxcars to any party, and any purported assignment or sublease in violation hereof shall be void.

18. Additional Documents

Both parties agree to execute additional documents contemplated by this transaction and such other documents which either may from time to time reasonably request in furtherance of this Agreement.

19. It is expressly understood and agreed by the parties hereto that the agreement constitutes a usage of the Boxcars only and no joint venture or partnership is being created. Notwithstanding the calculation of rental payments, nothing herein shall be construed as conveying to Lessee any right, title or interest in the Boxcars except as a Lessee only.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first above written.

SSI RAIL CORP.

ATLANTA & SAINT ANDREWS
BAY RAILWAY COMPANY



TITLE Lessee



TITLE Charmers of the Lease

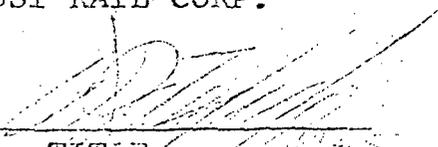
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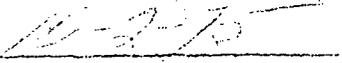
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EQUIPMENT SCHEDULE

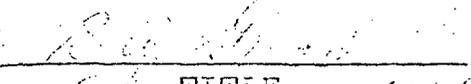
A.A.R. Mech. Desig.	Description	Numbers	Dimensions Inside			Doors Width	No. of cars
			Length	Width	Height		
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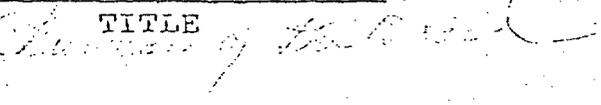
SSI RAIL CORP.


TITLE

DATE: 

Atlanta & Saint Andrews
Bay Railway Company


TITLE

DATE: 

AMENDMENT TO LEASE AGREEMENT

It is agreed that effective this 11th day of December, 1975, the following amendment be made to the Lease Agreement entered into on the 1st day of September, 1975, between SSI RAIL CORP., a Delaware corporation, ("SSI") as Lessor and the ATLANTA & SAINT ANDREWS BAY RAILWAY COMPANY (the "Lessee"), as Lessee, covering the lease of 100 boxcars:

I

By striking Section 5D and inserting in lieu thereof a new Section 5D as follows:

"Lessee will at all times while this Agreement is in effect and at its own expense, cause to be carried and maintained all risk, property damage, and public liability insurance coverages on the Boxcars subject hereto only while such cars are on the tracks and property of the Lessee."

II

By striking Section 10(a) and inserting in lieu thereof a new Section 10 (a) as follows:

"(a) Any and all loss or damage of or to the Boxcars, usual wear and tear excepted, unless occurring while Lessee has possession of Boxcars and"

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the year and date first written above.

SSI RAIL CORP.

TITLE

DATE:

ATLANTA & SAINT ANDREWS BAY RAILWAY COMPANY

TITLE

DATE: December 11, 1975