

RECORDATION NO. 8770-E Filed 1425  
OCT 18 1979 - 11 15 AM  
INTERSTATE COMMERCE COMMISSION

# ITEL

## Rail Division

Two Embarcadero Center  
San Francisco, California 94111  
(415) 955-9090  
Telex 34-234

October 17, 1979

Honorable A. L. Merganovich  
Interstate Commerce Commission  
Washington, D.C. 20423

No. 9-2914060

Date OCT 18 1979

Fee \$ 10.00

ICC Washington, D.C.

Dear Madam:

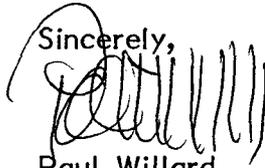
Enclosed for filing with and recording by the Interstate Commerce Commission is the original, three counterparts and one photocopy of Amendment No. 1, dated May 1, 1979 to the Lease Agreement dated February 14, 1977 between ITEL Corporation acting through its Rail Division, Two Embarcadero Center, San Francisco, California, 94111 and the Chattahoochee and Industrial Railroad, P. O. Box 253, Cedar Springs, Georgia, 31732.

This document concerns 100 50'6" XM Boxcars bearing the identifying marks CIRR 90201-90300 inclusive. The foregoing Lease Agreement was filed with the Interstate Commerce Commission and assigned recordation number 8770-A.

Also enclosed is our check in the amount of \$10.00 payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing document.

Please return all copies of the enclosed that are not required by the Interstate Commerce Commission to David Schwarz, Esq. of Sullivan & Worcester, who will be delivering this letter on our behalf.

Sincerely,



Paul Willard  
Counsel

PW:dj

Enclosure

*Counterpart of Michael P. Dupont*

REC'D  
OCT 17 11 03 AM '79  
FEE COLLECTED

8770-E

Oct 18 1979 - 11 15 AM

AMENDMENT NO. 1

INTERSTATE COMMERCE COMMISSION

AMENDMENT NUMBER 1 dated as of May 1, 1979, between ITEL CORPORATION, RAIL DIVISION, successor in interest to SSI Rail Corporation ("SSI"), and the CHATTAHOOCHEE INDUSTRIAL RAILROAD, a Georgia corporation ("Lessee").

W I T N E S S E T H

WHEREAS, SSI and Lessee are parties to a lease dated as of February 14, 1977 ("the Agreement") pursuant to which SSI has delivered 100 Boxcars,

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

1. All terms defined in the Agreement shall have the defined meanings when used in the Amendment.

2. This Amendment shall be effective as of April 30, 1979 and shall apply only to payments earned subsequent to May 1, 1979.

3. For the purposes of determining the rent for the one hundred Boxcars numbered CIRR 90201 - CIRR 90300 set forth in the Equipment Schedule No. 2 to the Agreement, the number "85.5 per cent" shall be substituted in Section 6A (i) for the number "90 per cent" each time it appears.

4. For only the boxcars bearing the identifying numbers CIRR 90001-90100 and CIRR 90201 - CIRR 90300, Section 3B is hereby amended by deleting such section in its entirety and substituting in lieu thereof, the following:

"B.(a) Lessee agrees that so long as it shall have on lease similar Boxcars, it shall not lease similar Boxcars from any other party until all of the Boxcars on the Schedule, are placed in service. Unless excused by Paragraph 6E of this Agreement, Lessee shall, at Lessee's option, either (1) give preference to SSI and shall load the Boxcars leased from SSI prior to loading boxcars leased from any other parties or purchased by Lessee subsequent to the date of this Agreement or interchanged with railroads, (with the exception of Lessee's purchase or leasing Boxcars directly to replace those Boxcars presently on lease from First National Bank of Boston assigned December 12, 1966 from First Bank Corporation under lease dated May 18, 1966 and the 50 Boxcars owned by Lessee prior to the Agreement for a total of 250 boxcars), or, (ii) pay to SSI 86.75 percent of the car hire (including mileage computed at a rate of 65 miles per day) Lessee would have earned if such Boxcars were in the physical possession and use of another railroad for the period during which SSI's Boxcars are not given preference; provided, however, that this shall in no event prevent or prohibit Lessee from fulfilling its obligations to provide transportation and facilities upon reasonable request therefor to shippers on its railroad tracks and further provided that Lessee shall incur no liability to SSI hereunder and that SSI's sole recourse shall be pursuant to Section 6C of this Agreement.

(b) The Boxcars bearing the identifying numbers CIRR 90201 - 90300 shall be given preference to load to the Boxcars bearing the identifying numbers CIRR 90001 - 90100."

5. The following is hereby added to the Agreement as Section 3D:

"D. Neither party to this Agreement shall be under any obligation to lease to or from the other any freight cars other than those set forth in Equipment Schedule Nos. 1 and 2 hereto."

6. For only the Boxcars bearing the identifying numbers CIRR 90201 - CIRR 90300, Section 6A(ii) is hereby amended by deleting such section in its entirety and substituting, in lieu thereof, the following:

"6A(ii) SSI shall receive all payments up to 85.5 per cent of Boxcar utilization in any calendar year. For utilization between 85.5 per cent and 90 per cent in any calendar year SSI shall receive one-half of all such payments. In no event shall SSI receive payments for utilization in excess of 90 per cent in any calendar year."

7. For only the Boxcars bearing the identifying numbers CIRR 90201 - 90300, Section 6C is hereby amended by deleting such section in its entirety and substituting, in lieu thereof, the following:

"6C In the event the Utilization in any calendar quarter is less than 86.75 per cent, Lessee may at its sole discretion, within ten days of receipt of a notice from SSI of the Utilization for such calendar quarter, pay SSI an amount equal to the difference between the rent (including mileage revenues) SSI received for such calendar quarter and the rent (including mileage charges equal to Minimum Mileage Revenue as defined below) SSI would have received had the Utilization been 86.75 per cent. For the purpose hereof, Minimum Mileage Revenue shall be an amount equal to the current applicable charge per line-haul mile specified in the Code of Car Hire Rules and Interpretation-Freight, multiplied by the number of days in the applicable calendar quarter, multiplied by the number of Cars then subject to the Lease multiplied by 86.75 per cent multiplied by 65 miles per day. In the event Lessee does not pay to SSI the difference between the rent actually received by SSI and the SSI Base Rental, SSI may at its option and upon not less than ten (10) days' prior written notice to Lessee, terminate this Agreement as to such Cars as SSI may determine.

8. Except as expressly modified by the Amendment, all the terms and provisions of the Lease shall remain in full force and effect.

9. 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 investment.

ITEL CORPORATION, RAIL DIVISION

BY: Carl N. Lyle

TITLE: President

DATE: 10/17/79

CHATTAHOOCHEE INDUSTRIAL RAILROAD

BY: Paul [Signature]

TITLE: Vice President & General Manager

DATE: October 15, 1979

**EQUIPMENT SCHEDULE NO. 2**

Itel Corporation, Rail Division hereby leases the following Cars to \_\_\_\_\_  
Chattahoochee Industrial Railroad subject to  
the terms and conditions of that certain Lease Agreement dated as of \_\_\_\_\_  
February 14, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	General Purpose 50 foot boxcars with 10" end-of- car cushioning devices.	CIRR 90201-90300	50' 6"	9' 6"	11' 2"	12' Plug	100

ITEL CORPORATION, RAIL DIVISION

BY: Carl H. Lytle  
TITLE: President  
DATE: 10/17/79

CHATTAHOOCHEE INDUSTRIAL RAILROAD

BY: [Signature]  
TITLE: Vice President & General Manager  
DATE: October 15, 1979

STATE OF Georgia )  
COUNTY OF Early )

On this 15th day of October, 1979, before me personally appeared Paul Angeloff, to me personally known, who being by me duly sworn says that such person is V.P. & General Mgr. of The Chattahoochee Industrial Railroad, that the foregoing Equipment Schedule No. 2 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.

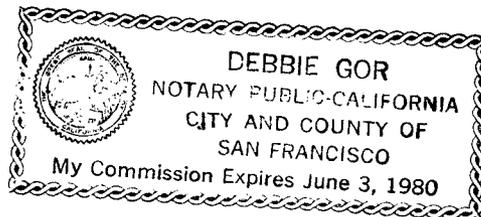
June Buckhalter  
Notary Public

MY COMMISSION EXPIRES 3-15-1980

STATE OF California )  
COUNTY OF San Francisco )

On this 17th day of October, 1979, before me personally appeared Carl V. Taylor, to me personally known, who being by me duly sworn says that such person is President of Intel Corporation, Rail Division, that the foregoing Equipment Schedule No. 2 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.

Debbie Gor  
Notary Public



**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

David Schwartz, Esq.  
Sullivan & Worcester  
Two Embarcadero Center  
San Francisco, California 94111

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/18/79 at 11:15AM, and assigned re-  
recording number(s). 8770-E

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

Group A

- 8272-f
- 8355-f
- 8233-c
- 8343-d
- 8669-d

Group B

- 8298-E
- 8322-d
- 8246-H
- 8770-c
- 8219-B
- 8837-H
- 8610-c
- 8838-f
- 9050-B
- 8870-A

Group C

- 8709-B
- 8796-d
- 8619-A

- 8837-d
- 8246-d
- 8582-A
- 8654-c
- 8798-c
- 8770-d
- 8896-c
- 8658-A
- 8838-H
- 8653-B
- 9050-c
- 9102-A
- 8809-H
- 8668-B
- 8871-d
- 9074-A
- 8819-d
- 9072-A
- 8501-B
- 8904-c
- 9073-A
- 8487-A
- 8799-d
- 8669-E
- 9071-A
- 8272-f
- 8457-U
- 9074-A

- 8797-f
- 8983-d
- 8676-H
- 8343-E
- 8457-V
- 8457-W
- 8246-J

1/9/78

2:05 pm

M.R.J.

Group A

8272-f

8355-f

8233-c

8343-d

8669-d

Group B

8298-f

8322-d

8246-H

8770-c

8219-B

8837-H

8610-c

8838-f

9050-B

8870-A

Group C

709-B

796-d

219-A

Group C

8837-d

8246-d

8582-A

8654-c

8798-c

8770-d

8896-c

8658-A

8838-H

8653-B

9050-c

9102-A

8809-H

8668-B

8871-A

9074-A

8819-d

9072-A

8501-B

8904-c

9073-A

8487-A

8799-d

8669-E

9071-A

8272-f

8457-U

9175-A

Continued

8771

8983

8676

8343-A

8457-V

8457-W

8246-J

1/19/78

2:05 pm

M.R.D.