

# TRANSPORTATION CORPORATION OF AMERICA

P. O. BOX 218 CHICAGO HEIGHTS, ILLINOIS 60411

January 7, 1977

TELEPHONES:  
Chicago-568-5000  
Chicago Hts.-757-5900

7-012A077

JAN 12 1977

Date \_\_\_\_\_  
File # \_\_\_\_\_

ICC Washington, D. C.

Interstate Commerce Commission  
Recordation Clerk  
Room 1211  
12th & Constitution Ave., N.W.  
Washington, D. C. 20423

RECORDATION NO. 6725-A Filed & Recorded

JAN 12 1977 4 10 PM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Enclosed for recordation under the provision of Section 20 (c) of the Interstate Commerce Act, as amended, are <sup>four</sup> ~~five~~ (\$) copies of: Rider No. 3 to ITC Lease No. 721 dated 1/29/72 (Rider dated 11/1/76) Recordation No. 6725 for 20 Thrall Door Cars. The car numbers involved in the equipment which is the subject of the enclosed document are as follows: ITC 7822 thru 7841, incl.

The names and address of the parties hereto are as follows:

"Mortgagor: TRANSPORTATION CORPORATION OF AMERICA  
P. O. Box 218  
Chicago Heights, Illinois 60411"

The undersigned is the Vice President-Finance of TRANSPORTATION CORPORATION OF AMERICA and has knowledge of the matters set forth within the enclosed documents. Kindly record and thereafter return to TRANSPORTATION CORPORATION OF AMERICA, P. O. Box 218, Chicago Heights, Illinois 60411, or its agent the remaining three copies of the enclosed document, marked "Recorded".

Attached hereto is a remittance in the sum of \$10.00 covering the required Recording Fee.

Very truly yours,

TRANSPORTATION CORPORATION OF AMERICA

By: S. D. Christianson  
S. D. Christianson  
Vice President-Finance

SDC/ams  
Enclosures

RECEIVED  
JAN 12 4 03 PM '77  
I.C.C.  
FEE OPERATION BR.

JAN 12 1977 4 10 PM ITC LEASE NO. 721 DATED June 29, 1972  
INTERSTATE COMMERCE COMMISSION CONSISTING OF 4 PAGES

IT IS HEREBY AGREED THAT, effective November 1, 1976 this Rider shall become a part of ITC LEASE NO. 721 between TRANSPORTATION CORPORATION OF AMERICA and ILLINOIS TERMINAL RAILROAD COMPANY dated June 29, 1972 and the cars described herein shall be placed in ILLINOIS TERMINAL RAILROAD COMPANY service, subject to the terms and for the rental set forth below:

CAR INITIAL AND NUMBERS: ITRR NUMBERS - ITC 7822 - 7841, Inc.  
both inclusive

CAR OWNERS MARKS: TRANSPORTATION CORPORATION OF AMERICA,  
OWNER AND LESSOR: CONTINENTAL ILLINOIS  
NATIONAL BANK AND TRUST COMPANY OF  
CHICAGO, MORTGAGEE.

CLASS OF CAR: THRALL DOOR CARS

CUBIC CAPACITY: 4433

NUMBER OF CARS: 20

TRUCK CAPACITY: 70-TON

DELIVERY PERIOD: December, 1976

DELIVERY POINT: Chicago Heights, Illinois

INITIAL RENTAL TERM: 48 MONTHS FROM DATE OF DELIVERY

COMMODITY SERVICE: LUMBER

RENT: SEE RIDER NO. 3 *[Signature]* - PAGE Two

CASUALTY OCCURRENCE: SEE RIDER NO. 3 *[Signature]* - Page Three

OPTION TO CANCEL: SEE RIDER No. 3 *[Signature]* - Page Four

RIDER TO ITC LEASE NO. 721 DATED JUNE 29, 1972

Rent:

LESSEE agrees to pay to LESSOR as rental for each leased car, monthly rental payments, in an amount equal to (1) a fixed rent of \$354.00 per month, per leased car, plus (2) a use rent equivalent to the mileage rental earned by each such leased car during such monthly period, less an amount calculated at the rate of \$11.65 per day for each day that any said car under applicable car hire rules fails to earn a daily per diem.

The mileage rental payable by LESSEE hereunder shall include operations over LESSEE'S tracks, except that no such mileage rental shall be payable as to movements over LESSEE'S tracks where the car is being returned for repairs.

Monthly rental payments shall be payable on the 10th day of each calendar month. It is contemplated that LESSEE will require at least 60 days to accumulate a record of earnings of the cars leased hereunder during any particular month. Therefore, it is agreed that the first monthly rental payment shall become due and payable on the 10th day of the third calendar month immediately following the date of delivery and acceptance of the last of the cars delivered hereunder. LESSEE shall pay LESSOR at the time of making such first rental payment, a prorated fixed rent installment on each car based on the number of days that said car had been in service following its delivery by LESSOR and acceptance by LESSEE.

All rental payments shall be made to LESSOR in funds available to the LESSOR in Chicago, Illinois on the date payments are due hereunder.

The LESSEE shall collect from other railroads over whose lines any of said cars shall be operated or used the applicable car hire earned by such cars and shall keep all records pertaining to movements thereof. LESSEE shall furnish LESSOR complete monthly reports based on car hire reports for all movements of such cars, both loaded and empty, and the railroad monthly car hire reports received by LESSEE shall be prima facie evidence of the facts reported therein.

CASUALTY  
OCCURRENCE:

In the event any car shall be or become lost, stolen, destroyed or irreparably damaged, for any cause whatsoever, or taken or requisitioned by condemnation or otherwise, (each such occurrence being hereinafter called a "casualty occurrence") during the term of this lease, the LESSEE shall within 10 days after it shall have determined that such car has suffered a casualty occurrence, fully notify the LESSOR with respect thereto. At the next rental date thereafter when the earnings of such car has been determined the LESSEE shall pay to the LESSOR an amount equal to the accrued rental due hereunder for such car to the date of such payment plus a sum equal to the depreciated valuation of such cars as provided for in the interchange rules of the Association of American Railroads. Upon payment of such sum for such car, the term of this lease as to such car shall terminate, title to such car shall pass to and vest in the LESSEE, without necessity of further act and without any representation or warranty whatsoever on the part of the LESSOR, and the LESSEE shall assume all responsibility in respect to the ownership of such car.

Except as hereinabove in this clause provided, the LESSEE shall not be released from its obligations hereunder in the event of, and shall bear the risk of, any casualty occurrence to any car after delivery to the LESSEE hereunder.

In the event the LESSOR or the LESSEE shall receive any payment from any governmental authority by reason of any casualty occurrence to a unit resulting from any taking or requisitioning of such unit, the LESSEE shall be entitled to such payment to the extent the same does not exceed the monies duly paid by the LESSEE to the LESSOR under the terms of this casualty occurrence section, and the LESSOR shall be entitled to any remaining portion of such payment which shall be promptly paid over to the LESSOR.

Notwithstanding the provisions of the foregoing, the LESSEE may self-insure against such risks if the cars are self insured to an extent equal to any similar railroad equipment owned by the LESSEE.

RIDER TO ITC LEASE NO. 721 DATED JUNE 29, 1972

Option to  
Cancel:

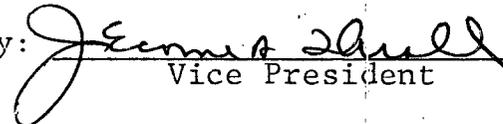
This Lease may be terminated by either LESSOR or LESSEE providing the other party with a written notice stating a termination date. In all events (except for LESSEE'S default of any term of this lease) such date may be set by either party and must not be less than 60 days nor more than 120 days from the date said notice is properly mailed to the other party entitled to receive such notice.

TRANSPORTATION CORPORATION OF AMERICA  
"LESSOR"

(Corporate Seal)

ATTEST:

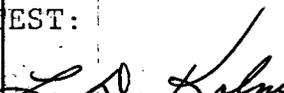
  
Assistant Secretary

By:   
Vice President

ILLINOIS TERMINAL RAILROAD COMPANY  
"LESSEE"

(Corporate Seal)

ATTEST:

  
Assistant Secretary

By:   
Vice President