

# TRANSPORTATION CORPORATION OF AMERICA

P. O. BOX 218 CHICAGO HEIGHTS, ILLINOIS 60411

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

June 13, 1978

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

RECORDATION NO. *6725-8* Filed & Recorded

JUN 16 1978 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

8-1671074  
Date JUN 16 1978  
Fee \$ 10  
ICC Washington, D. C.

Gentlemen:

Enclosed for recordation under the provision of Section 20 (c) of the Interstate Commerce Act, as amended, are five (5) copies of: Rider No. 6 to Illinois Terminal Railroad Company Lease No. 721 dated June 29, 1972, Recordation No. 6725 dated 8/29/72 @ 9:40 AM. This is for 25 Bulkhead Flat Cars numbered TIC 1425 thru 1449, both inclusive.

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

Lessor: Transportation Corporation of America PO Box 218 Chicago Heights, IL 60411	Lessee: Illinois Terminal Railroad Co. P. O. Box 7282 St. Louis, Missouri 63177
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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

*S. D. Christianson*

S. D. Christianson  
Vice President - Finance

SDC:ck  
Enclosures

RECEIVED  
JUN 16 1 27 PM '78  
CERTIFICATION UNIT

TRANSPORTATION CORPORATION OF AMERICA  
RIDER NO. 6  
TO ITC LEASE NO. 721 DATED JUNE 29, 1972  
(consisting of 4-pages)

JUN 16 1978 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

IT IS HEREBY AGREED THAT, effective May 23, 1978, 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 - 1425 thru 1449, both inclusive
CAR OWNERS MARKS:	Leased from TRANSPORTATION CORPORATION OF AMERICA, Owner and Lessor, and subject to a Security Interest in favor of a third party creditor recorded with the Interstate Commerce Commission
CLASS OF CAR:	61'1½" Bulkhead Flat Cars
NUMBER OF CARS:	25
TRUCK CAPACITY:	100-Ton
DELIVERY PERIOD:	July 1978
DELIVERY POINT:	Chicago Heights, Illinois
RENTAL TERM:	60 Months from Date of Delivery
COMMODITY SERVICE:	Forest Products
RENT:	SEE RIDER NO. 6 - PAGE TWO
CASUALTY OCCURRENCE:	SEE RIDER NO. 6 - PAGE THREE
OPTION TO CANCEL:	SEE RIDER NO. 6 - PAGE FOUR

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**RENT:** Monthly rental payments shall be payable on the 10th day of each calendar month beginning on September 10, 1978, through August 10, 1983, for a total of 60 monthly rental payments ("Monthly Rental"). The Monthly Rental to be paid by the Lessee to the Lessor on each leased car shall be calculated as follows: Fixed Rental, plus Use Rental, less Administrative Charge.

The "Fixed Rental" shall be \$443.65 per month per car. However, that Fixed Rental shall be increased or decreased each month in proportion to the increase or decrease of the published applicable Association of American Railroads' ("AAR") Car Hire Rate Table included in Rule 1 Code of Car Hire Rules and Interpretations - Freight effective March 1, 1973 ("Car Hire Rate Table"), as amended to the date such Monthly Rental is due, as compared to that Car Hire Rate Table in effect on 4/1/78.

The "Use Rental" shall be the amount equal to the mileage rental earned by the relevant car in that calendar month immediately preceding the date the relevant Monthly Rental is due. These rentals shall include operations over Lessee's tracks, except that no mileage rental will be included for movements over the Lessee's tracks while the cars are being returned for repairs. The Use Rental shall be reduced by an amount calculated by multiplying \$14.75 times the number of days during that calendar month immediately preceding the date such Monthly Rental is due which the leased car which is the subject of the calculation fails to earn a daily per annum under the applicable AAR Rules. However, that reduction shall be increased or decreased each month in proportion to the increases and decreases of the Car Hire Rate Table as amended to the date such Monthly Rental is due, as compared to that Car Hire Rate Table in effect on 4/1/78.

The Administrative Charge will be \$45.62 per month per car. However, that Administrative Charge shall be increased or decreased each month in proportion to the increase or decrease of the Car Hire Rate Table which is in effect on the first day of the month in which the relevant Monthly Rental payment is due, as compared to the Car Hire Rate Table in effect on 4/1/78.

On the same date the first Monthly Rental hereunder is due the Lessee shall pay to the Lessor an Interim Rental which is equal to the Monthly Rental then due multiplied by a fraction the numerator of which is the number of days preceding ~~8/10/78~~ that the car which is the subject of the calculation has been in the possession of the Lessee and the denominator of which is 30. <sup>9/10/78</sup>

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 extend 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 casualty occurrence risks to the same extent that it self-insures any similar items of railroad equipment which it owns.

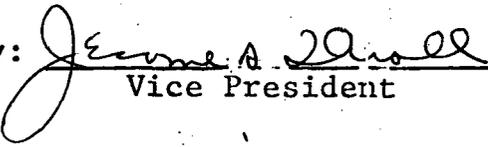
OPTION TO CANCEL: This Lease may be terminated by either LESSOR or LESSEE (however LESSEE may not terminate if it is in default of any term or provision of this Lease) delivering to the other party a written notice stating the termination date. That termination date must not be less than 60 days nor more than 120 days from the date said notice is delivered to the party entitled to receive said notice.

(Corporate Seal)

ATTEST:

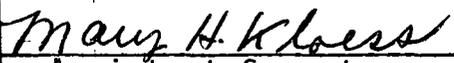
  
Assistant Secretary

TRANSPORTATION CORPORATION OF AMERICA  
"Lessor"

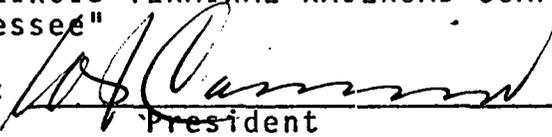
By:   
Vice President

(Corporate Seal)

ATTEST:

  
Assistant Secretary

ILLINOIS TERMINAL RAILROAD COMPANY  
"Lessee"

By:   
President