

ITEL
CORPORATION
TRANSPORTATION SERVICES GROUP

October 12, 1978

Hon. H. G. Homme
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Sir:

Enclosed for filing with and recording by the Interstate Commerce Commission are an original, two certified true copies and four photocopies each of the following documents:

Amendment dated as of March 1, 1978 (incorporating Equipment Schedule No. 3 dated as of March 20, 1978) between Itel Corporation, Rail Division, and the Greenville & Northern Railway Company.

Amendment Number 2 dated as of May 1, 1978 between Itel Corporation, Rail Division, and the Greenville & Northern Railway Company.

The Lease Agreement, which these documents amend, was dated as of August 6, 1976 between SSI Rail Corp. (to whom Itel Corporation, Rail Division, Two Embarcadero Center, San Francisco, California, 94111, is successor in interest) and Greenville & Northern Railway Company, Depot Square, Vermont, 05641. The Lease Agreement was filed with the Interstate Commerce Commission on November 25, 1977 at 1:15 p.m. and assigned recordation number 9102. We respectfully request that the enclosed documents be assigned recordation numbers in the same file as this lease agreement.

Also enclosed is this company's check in the amount of \$30, payable to the Interstate Commerce Commission, which represents the prescribed fee for filing and recording the enclosed documents.

Please return all additional copies of the enclosed documents not required by the Interstate Commerce Commission to David Schwartz, Esq., of Sullivan and Worcester, who will be delivering this letter on our behalf.

Very truly yours,

Ruth Meyler
Ruth Meyler
Associate/Legal Services

:md
Enc.

8-230A142

NOV 17 1978

Date

Fee \$ 30

ICC Washington, D. C.

RECORDATION NO. 9108-D Filed 1425

OCT 17 1978 8 00 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9102-C Filed 1425

OCT 17 1978 8 00 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9108-C Filed 1425

OCT 17 1978 8 00 PM

INTERSTATE COMMERCE COMMISSION

RECEIVED
OCT 17 3 58 PM '78
FEE OPERATION
I.C.C. DIVISION

John Amadio

Amendment dated as of March 1, 1978 between ITEL Corporation, Rail Division, successor in interest to SSI Rail Corp. ("SSI"), and the Greenville & Northern Railway Company, a South Carolina corporation ("Lessee").

RECORDATION NO. 9102-B Filed 1425

WITNESSETH:

OCT 17 1978 - 3 00 PM

INTERSTATE COMMERCE COMMISSION

WHEREAS, SSI and Lessee are parties to a lease dated as of August 6, 1976 ("the Agreement") pursuant to which SSI has delivered 50 boxcars ("the 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 this Amendment.

2. This Amendment shall be effective as of March 1, 1978 and shall apply only to Payments earned subsequent to February 28, 1978.

3. For the purposes of determining the rent for the Boxcars bearing the identifying numbers GRN 8050-GRN 8149 set forth in Equipment Schedule No. 3 to the Agreement, the number "87.5 per cent" shall be substituted in Section 6 A(i) for the number "90 per cent" each time it appears.

4. For the Boxcars bearing the identifying numbers GRN 8050-8149 Section 6A(ii) is hereby amended by deleting such section in its entirety and substituting, in lieu thereof, the following:

"6 A(ii) In the event utilization exceeds 87.5 per cent in any calendar year, SSI shall receive an amount equal to the SSI Base Rental plus an amount equal to one-half of the payments earned in excess of the SSI Base Rental, provided, however, that the amounts received by SSI shall, in no event exceed the amounts SSI would earn if the utilization were 90 per cent. For the purpose hereof, SSI Base Rental shall be an amount equal to the total payments for the calendar year multiplied by a fraction, the numerator of which is 87.5 per cent and the denominator of which is the

utilization for such calendar year. (The above determination of SSI Base Rental insures that Lessee will, if utilization is greater than 87.5 per cent in any calendar year receive one-half of all the payments made by other railroads for use or handling of the Boxcars in excess of the SSI Base Rental up to a utilization of 90 per cent and all the payments made by other railroads for use of handling of the Boxcars for utilization greater than 90 per cent.)"

5. The following shall be added to Section 3A:

"'Initial loading' shall mean the first loading of freight on the railroad line of Lessee, provided, however, if the initial loading has not occurred within 90 days of the date such Boxcars have been delivered to ITEL at the manufacturer's facility, initial loading shall be deemed effective on the 91st day following such delivery to ITEL."

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

7. 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: _____

TITLE: _____

DATE: _____

GREENVILLE & NORTHERN
RAILWAY COMPANY

By: _____

TITLE: _____

DATE: _____

[Signature]

Vice President

5/12/78

TOP Silver

President

3/23/78