

Transportation Corporation of America

P. O. BOX 218 • CHICAGO HEIGHTS, ILLINOIS 60411
AREA CODE 312 • 757-5900

Date: February 9, 1981

No. 1-042A 189

Date FEB 11 1981

Fee \$ _____

RECORDATION NO. 6725-F Filed 1425

FEB 11 1981-3 05 PM

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

ICC Washington, D. C. INTERSTATE COMMERCE COMMISSION

Gentlemen:

Enclosed for recordation under the provision of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, are six (6) copies of the following:

Lease Agreement No. 721 dated June 29, 1972
Rider No. 8 dated December 9, 1980
between TRANSPORTATION CORPORATION OF AMERICA and
Illinois Terminal Railroad Company
Recordation No. 6725
No. of Cars: Forty (40)
Description of Cars: 100-Ton and 70-Ton Thrall Door Cars
Car Numbers: ITC 7822 thru ITC 7830, ITC 7832 thru 7846,
ITC 7850 thru ITC 7852 and ITC 7854 thru ITC 7866

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

Lessor:

Transportation Corporation of America
P. O. Box 218
Chicago Heights, IL 60411

Lessee:

Illinois Terminal Railroad Company
710 N. Tucker Blvd., P.O. Box 7282
St. Louis, MO 63177

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 S. D. Christianson, Transportation Corporation of America, P. O. Box 218, Chicago Heights, Illinois 60411, the remaining Five(5) copies of the enclosed document, marked "Recorded".

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

Cordially,

TRANSPORTATION CORPORATION OF AMERICA


S. D. Christianson
Vice President - Finance

Enclosures

RECEIVED
FEB 11 2 59 PM '81
I. C. C. OPERATION BR.

A wholly owned subsidiary of The Duchossois/Thrall Group

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INTERSTATE COMMERCE COMMISSION

TRANSPORTATION CORPORATION OF AMERICA
RIDER NO. 8
TO ITC LEASE NO. 721 DATED JUNE 29, 1972
(Consisting of 5 Pages)

IT IS HEREBY AGREED THAT, effective December 9, 1980, 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 ILLINOIS TERMINAL RAILROAD COMPANY'S letter agreement dated May 9, 1980, with MacMILLAN BLOEDEL, LIMITED and subject to the terms and for the rental set forth below:

CAR INITIAL AND NUMBERS:	ITC 7822 thru ITC 7830, both inclusive ITC 7832 thru ITC 7846, both inclusive ITC 7850 thru ITC 7852, both inclusive ITC 7854 thru ITC 7866, both inclusive
CAR OWNER'S MARKS:	Title to this car subject to documents filed with the Interstate Commerce Commission.
CLASS OF CAR:	Thrall-Door Cars
NUMBER OF CARS:	Forty (40)
TRUCK CAPACITY:	100-Ton (4 Cars) and 70-Ton (16 Cars)
DELIVERY PERIOD:	2nd and 3rd Quarters, 1980
DELIVERY POINT:	In Service
RENTAL TERM:	60 Months from date of delivery
RENT:	SEE RIDER NO. 8 - PAGE TWO
CASUALTY OCCURRENCE:	SEE RIDER NO. 8 - PAGE THREE

RENT:

As monthly rental, the LESSEE shall pay to the LESSOR all monthly car hire and mileage earned ("Rental") by the cars which are the subject of this Rider No. 8, less an Administrative Charge, as defined hereafter. The car hire and mileage rentals will be as determined in the published applicable Association of American Railroads ("AAR") Hourly and Mileage Car Hire Rate Table, ("Car Hire Rate Table"), Circular No. OT-10, Appendix R, effective July 1, 1980, and/or its amendments or successors to the date such rental is due as compared to that Car Hire Rate Table in effect on October 20, 1980. The amounts earned by the subject cars shall be payable to the LESSOR on the 10th day of each calendar month beginning sixty (60) days after the Rental has been earned, for a total of sixty (60) monthly rental payments.

The Administrative Charge will be \$45.00 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 October 20, 1980.

All Rental payments shall be made to LESSOR in funds available to the LESSOR in Chicago Heights, 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 ten (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.

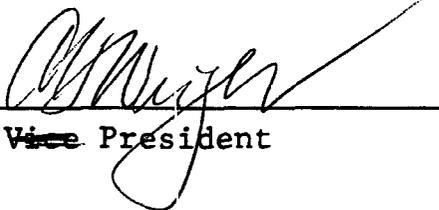
Notwithstanding the provisions of the foregoing the LESSEE may self-insure against casualty occurrence risks to the same extent that it self-insures any similar items of railroad equipment which it owns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers and duly attested, as to the date first above written.

TRANSPORTATION CORPORATION OF AMERICA
(LESSOR)

(Corporate Seal)

By



~~Vice~~ President

ATTEST:



Assistant Secretary

ILLINOIS TERMINAL RAILROAD COMPANY
(LESSEE)

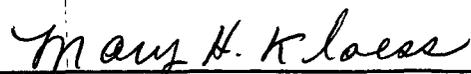
(Corporate Seal)

By



~~Vice~~ President

ATTEST:



Asst. Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 9th day of February 1981, before me personally appeared Est Wright to me personally known who being by me duly sworn, says that he is a ~~vice~~ President of TRANSPORTATION CORPORATION OF AMERICA, an Illinois corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to authority given under the articles and by-laws of the corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Anna L. Kney
Notary Public

(SEAL)

My Commission Expires: 1-11-85

STATE OF Missouri)
City of St. Louis) SS.
COUNTY OF St. Louis)

On this 4th day of February, before me personally appeared W. J. CASSIN, to me personally known who being by me duly sworn, says that he is PRESIDENT of ILLINOIS TERMINAL RAILROAD COMPANY, an DELAWARE corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to authority given under the articles and by-laws of the corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John W. Horan
Notary Public

JOHN W. HORAN
NOTARY PUBLIC—STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JAN. 3, 1982

(SEAL)

My Commission Expires:

NOTARY FOR THE COUNTY OF ST. LOUIS
WHICH ADJOINS THE CITY OF ST. LOUIS