

RECORDATION NO. 15148-F
PAGE 3428

ITEL

SEP 14 1987 -3 05 PM

Itel Rail Corporation

September 10, 1987

INTERSTATE COMMERCE COMMISSION

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

DATE 9/14/87
Fee \$ 10.00
ICC Washington, D. C.

Hon. Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Amendment No. 6 dated August 19, 1987, to the Lease Agreement dated October 15, 1986, between Itel Rail Corporation and Hartford and Slocomb Railroad Company

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$10 recordation fee.

Please record this Amendment under the Lease Agreement dated October 15, 1986, between Itel Rail Corporation and Hartford and Slocomb Railroad Company, which was filed with the ICC on December 12, 1986, under Recordation No. 15148.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

Hartford and Slocomb Railroad Company (Lessee)
P.O. Box 2243
Dothan, Alabama 36202

This Amendment (i) adds to the Lease Agreement fifty (50) 100 ton, Plate C, XP boxcars bearing reporting marks HS 14150-14199; and (ii) assigns such boxcars to a third party as set forth therein.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

Patricia Schumacker

Patricia Schumacker
Legal Department

:ps
Enclosures

cc: Marianne Ledda

08/11/87

RECORDATION NO. 15748-F Form 1428

SEP 1 - 1987 - 3 05 PM

AMENDMENT NO. 6

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 6 (the "Amendment") to that certain Lease Agreement, made as of October 15, 1986, as amended, (the "Agreement") between ITEL RAIL CORPORATION ("Lessor") and HARTFORD AND SLOCOMB RAILROAD COMPANY ("Lessee") is made as of this 19th day of August, 1987 between Lessor and Lessee.

RECITALS:

- A. Lessor and Lessee are parties to the Agreement pursuant to which seven hundred nine (709) boxcars (the "Cars") described therein have been leased by Lessor to Lessee.
- B. Lessor and Lessee desire to add fifty (50) Cars to the Agreement.
- C. Lessor and Lessee desire to immediately assign such fifty (50) Cars to a third party for a period of time, upon the terms and conditions set forth on Exhibit A hereto.

NOW, THEREFORE, the parties hereto agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement shall have the meanings defined therein when used in this Amendment.
- 2. Equipment Schedule No. 8 attached hereto is hereby added to and made part of the Agreement.
- 3. Lessor shall, at Lessor's expense, arrange for the modification of each Car listed on Equipment Schedule No. 8 from a 70-ton boxcar to 100-ton boxcar prior to the delivery of such Car pursuant to Subsection 3.A. of the Agreement.
- 4. With respect to the Cars listed on Equipment Schedule No. 8 only, the words "fifteen (15) years" in Subsection 2.A. of the Agreement are replaced by the words "five (5) years" and the words "six (6) consecutive periods of twelve (12) months each" in Subsection 2.B. of the Agreement are replaced by the words "five (5) consecutive periods of twelve (12) months each."
- 5. Subsection 3.A. of the Agreement, as amended by Amendment No. 3 dated as of May 29, 1987 ("Amendment No. 3") to the Agreement, shall apply to the Cars listed on Equipment Schedule No. 8 in addition to applying to the Cars listed on Equipment Schedules No. 3, No. 5, No. 6, and No. 7, except that with respect to the Cars listed on Equipment Schedule No. 8 only, such Subsection shall be further amended as follows:

THIS INSTRUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF HELLER FINANCIAL, INC. UNDER THE HELLER FINANCIAL, INC. LOAN AND SECURITY AGREEMENT WITH ITEL RAIL CORPORATION DATED AS OF SEPTEMBER 30, 1986.

The words "Gulf & Mississippi Railroad Corporation ('GMSR')" are replaced by the words "Green Bay and Western Railroad Company ('GBW')" and the initials "GMSR" are replaced by the initials "GBW".

6. Lessor consents to Lessee entering into an assignment agreement with Green Bay and Western Railroad Company in the form of Exhibit A attached hereto ("GBW Assignment"), provided that Lessor shall perform Lessee's duties under the GBW Assignment, except the duties described in the sixth paragraph therein; and that Lessee shall, if directed by Lessor, and if and to the extent legally permissible, assign Lessee's interest in the GBW Assignment to any party designated by Lessor.
7.
 - a. Subsection 7.A. of the Agreement as amended by Amendment No. 5 to the Agreement shall apply to the Cars listed on Equipment Schedule No. 8 as well as to the Cars listed on Equipment Schedule No. 7, except that, with respect to the Cars listed on Equipment Schedule No. 8 only, Subsection 7.A. (iii) shall be modified by deleting
 - b. During the term of the GBW Assignment ("Assignment Period") with respect to the Cars listed on Equipment Schedule No. 8, Subsections 7.C. and 7.D. of the Agreement shall be of no force or effect, provided that Lessee pays to Lessor all amounts due Lessee as Assignor under the GBW Assignment.
 - c. Prior to and after the Assignment Period, the terms of Subsection 7.b. hereinabove shall be of no force or effect.
8. With respect to the Cars listed on Equipment Schedule No. 8 only, the words "the Base Rent" in Subsection 7.E. of the Agreement are replaced by the words "one fourth of the Base Rent for such Cars" each time such words appear, and the words "for such calendar quarter or quarters" following the words "the Base Rent" are omitted in their entirety.
9. Except as expressly modified by the Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all of the Cars subject to the Agreement.

10. 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 instrument.

ITEL RAIL CORPORATION

**HARTFORD AND SLOCOMB
RAILROAD COMPANY**

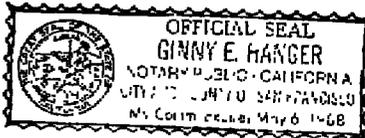
By: *D. P. Meyer*
Title: President
Date: 9/9/87

By: *E. F. Fickert*
Title: President
Date: 8/19/87

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 9th day of September, 1987, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of IteI Rail Corporation, that the foregoing Amendment No. 6 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.

Ginny E. Hanger
Notary Public



California
STATE OF ~~ALABAMA~~)
San Francisco) ss:
COUNTY OF HOUSTON)

On this 19th day of August, 1987, before me personally appeared C. F. Fischer, III, to me personally known, who being by me duly sworn says that such person is President of Hartford and Slocomb Railroad Company, that the foregoing Amendment No. 6 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.

Ginny E. Hanger
Notary Public



EQUIPMENT SCHEDULE NO. 8

IteI Rail Corporation hereby leases the following Cars to Hartford and Slocomb Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of October 15, 1986, as amended.

A.A.R. Mech. Desiq.	Description	Numbers	Length	Dimensions Inside Width	Height	Doors Width	No. of Cars
XP	100 Ton, Plate C Boxcar, Steel, Nailable Steel floor, Cushion Underframe	HS 14150- 14199	50'7"	9'6"	11'	10' Sliding	50

ITEL RAIL CORPORATION

HARTFORD AND SLOCOMB RAILROAD COMPANY

By: *[Signature]*

By: *[Signature]*

Title: President

Title: President

Date: 9/19/87

Date: 8/19/87

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

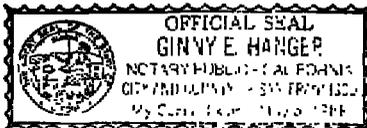
On this 9th day of September, 1987, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of IteL Rail Corporation, that the foregoing Equipment Schedule No. 8 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



GINNIE E. HANGER
Notary Public

California
STATE OF ALABAMA)
San Francisco) ss:
COUNTY OF HOUSTON)

On this 19th day of August, 1987, before me personally appeared C. F. Fischer III, to me personally known, who being by me duly sworn says that such person is President of Hartford and Slocomb Railroad Company, that the foregoing Equipment Schedule No. 8 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.



GINNIE E. HANGER
Notary Public

Hartford & Slocomb

RAILROAD COMPANY

August 19, 1987

A Subsidiary of ITEL Corporation

EXHIBIT A

Mr. Stephen P. Selby
President
Green Bay and Western Railroad Company
P. O. Box 2507
Green Bay, Wisconsin 54306

Dear Mr. Selby:

Please accept this letter as the agreement ("Assignment Agreement") whereby Hartford and Slocomb Railroad Company ("Assignor") shall supply Green Bay and Western Railroad Company ("Assignee") with fifty (50) fifty-foot, Plate C, 10' sliding door XP boxcars bearing the reporting marks from within the series HS 14150-14199 (the "Boxcars") upon the full execution of this Assignment Agreement. Assignee shall, only upon Assignor's instructions, place said Boxcars into an assignment pool on Assignee's railroad lines as provided for in Car Service Rule 16 and under the provisions of Car Service Directive 165 of the Code of Car Service Rules, AAR Circular No. OT-10.

The term ("Initial Term") of this Assignment Agreement, with respect to each Boxcar, shall commence on the date and at the location such Boxcar is first interchanged to Assignee ("Delivery") and shall expire as to all the Boxcars five (5) years from the date of Delivery of the first Boxcar. Unless terminated earlier, the Assignment Agreement shall then be extended through five (5) twelve (12) month periods, each such twelve (12) month period an "Extended Term". Either party may cancel the Assignment Agreement during any Extended Term upon thirty (30) days' prior written notice to the other.

Upon the Delivery of the final Boxcar, Assignor shall issue to Assignee a fully-executed Certificate of Delivery in the form of Exhibit A hereto that shall contain the expiration date of the Assignment Agreement as determined by Assignor. Unless, within fifteen (15) days of the date of such Certificate of Delivery, Assignee demonstrates to the satisfaction of Assignor that such expiration date is incorrect, Assignee shall be deemed to have concurred with such expiration date.

Assignor shall, prior to the Delivery of each Boxcar, arrange for the modification of such Boxcar from a 70-ton boxcar to 100-ton boxcar.

Assignee shall (i) comply with the handling carrier's obligations under AAR Interchange Rules while the Boxcars are in Assignee's possession, and (ii) fulfill its obligations upon the expiration or termination of this Assignment Agreement as set forth herein.

POST OFFICE BOX 2243

DOTHAN

ALABAMA 36302

(205) 792-2895 - 794-9417 - 793-1398

TELEPHONE 334-3301-1

If any Boxcar returns to Assignor's line as a result of Assignee not filing the assignment pool code properly, Assignee shall be responsible for all costs associated with returning such Boxcar to Assignee. Assignor shall use its best efforts to prevent any Boxcar from being interchanged onto its lines during the term of the Assignment Agreement, including advising Assignor's connecting carrier that the Boxcars have been placed into an assignment pool on Assignee's lines and that the connecting carrier should not return such Boxcars to Assignor during the term of the Assignment Agreement.

When used in this Assignment Agreement, each of the terms shall have the following definitions set forth opposite such term:

- (i) "Eligible Lines" is defined as the railroad lines owned and operated by Assignee and those of the Ahnapee and Western Railway Company, as of the date of this Assignment Agreement. Unless otherwise agreed by Assignor and Assignee, any lines purchased by Assignee or added to the Eligible Lines during the term of the Assignment Agreement are deemed to be the lines of another railroad company (a foreign road) for the purposes of determining Revenues (as defined hereinbelow). If, at any time during the term of the Assignment Agreement, Assignee operates lines other than the Eligible Lines, then Assignee shall supply Assignor with records which distinguish the movement of each Boxcar on the Eligible Lines from the movement of such Boxcar on other railroad lines operated by Assignee.
- (ii) "Revenues" is defined as the total revenues earned and due for the use or handling of the Boxcars on all railroad lines other than the Eligible lines, including but not limited to, per diem computed at _____ per hour per Boxcar, and mileage computed at _____ per mile per Boxcar, (such per diem and mileage rates, the "Revenue Rates") whether or not collected and received by Assignor and undiminished by any claimed abatement, reduction or offset caused by any action or inaction of Assignee.

Assignee shall be entitled to full per diem and mileage relief for each Boxcar while such Boxcar is on the Eligible Lines.

Assignor shall receive an amount equal to _____ of the Revenues earned and due from other railroad companies with respect to the Boxcars.

Assignor shall within three (3) months after the end of each calendar quarter, calculate the amount due either party on a quarterly year-to-date basis pursuant to this Assignment Agreement. Any amounts payable pursuant to the preceding sentence shall be paid promptly following such calculation, provided, however, that if, following the final calculation, either Assignor or Assignee determines and demonstrates to the reasonable satisfaction of the other that any calculation required herein was incorrect, then any amount paid to either party in excess of the amounts required shall be refunded to the appropriate party within thirty (30) days of receiving notice of such miscalculation. Such final calculation shall be made within five (5) months after the end of each calendar year that this Assignment Agreement is in effect.

If, with respect to any calendar quarter, Revenues received by Assignor for all the Boxcars in the aggregate are less than _____ per Boxcar (the "Applicable Revenues"), then Assignor may, at any time at its option and upon not less than ten (10) days' prior written notice to Assignee, terminate this Assignment Agreement as to such Boxcars as Assignor may determine.

During the term of the Assignment Agreement, Assignor may, at its expense, replace any or all of the Boxcars with similar boxcars upon not less than ten (10) days' prior written notice to Assignee.

Upon termination or expiration of this Assignment Agreement, Assignee shall ensure that the Boxcars are in interchange condition, normal wear and tear excepted, and remove the Boxcars from the provisions of Car Service Rule 16 and Car Service Directive 165. Thereafter, Assignee shall use its best efforts to provide final outbound loads for each Boxcar.

Assignee's rights shall be subject and subordinate to the rights of Assignor and to the rights of any lessor, any owner or secured party under any financing agreement with respect to the Boxcars. Accordingly, following notice to Assignee from any such lessor, secured party or owner that an event of default has occurred at any time (including at a time prior to the effective date of this Assignment Agreement), and is continuing under such financing agreement, such party may require either or both that rentals and other sums due hereunder shall be paid directly to such party, and that the Boxcars immediately be returned to such party.

This Assignment Agreement shall be governed by and construed according to the laws of the State of California and jurisdiction of any action with respect to the Assignment Agreement shall be in the courts located in California.

Please indicate your concurrence to the above terms and conditions by signing both (2) enclosed originals and returning one to me.

Sincerely,

C. F. Fischer III
President

Concurrence By:

**GREEN BAY AND WESTERN
RAILROAD COMPANY**

By: _____

Title: _____

Date: _____

EXHIBIT A

Certificate of Delivery

Assignment Agreement dated August 19, 1987

HS Reporting
Marks and Numbers

Date Interchanged
to GBW

The Initial Term of the Assignment Agreement dated August 19, 1987, between Hartford and Slocomb Railroad Company and Green Bay and Western Railroad Company shall expire on _____, 1992.

HARTFORD AND SLOCOMB RAILROAD COMPANY

By: _____

Title: _____

Date: _____