

ITEL

IteI Rail Corporation

55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234

July 12, 1984

RECORDATION NO. 14165 Filed 1984

JUL 26 1984 3 05 PM

No. **4-208A083**

Date **JUL 26 1984**

Fee \$ **10.00**

ICC Washington, D. C.

Mr. James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Bayne:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of IteI Rail Corporation for filing and recordation under the Consolidated, Amended and Restated Equipment Trust Agreement dated as of January 1, 1982 among First Security Bank of Utah, N.A., IteI Corporation, and IteI Rail Corporation, which was filed in September 20, 1983 and given I.C.C. Recordation No. 14165, four counterparts of the following document:

think this will be 14165-J please double check

Amendment D dated May 4, 1984 to the Lease Agreement between SSI Rail Corporation and the Corinth and Counce Railroad Company dated April 29, 1977.

The names and addresses of the parties to the aforementioned Amendment are:

1. Corinth and Counce Railroad Company
P.O. Box 128
Counce, Tennessee 38326
2. IteI Rail Corporation
55 Francisco, 7th Floor
San Francisco, California 94133

ICC OFFICE OF
HT OFFICE CLERK
JUL 26 3 56 PM '84
MOTOR OPERATING UNIT

The equipment covered by this Amendment is fifty (50) 50' 6" boxcars, A.A.R. mechanical designation XM, bearing reporting marks CCR 6650-CCR 6749.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

John Austin

Interstate Commerce Commission
Washington, D.C. 20423

7/26/84

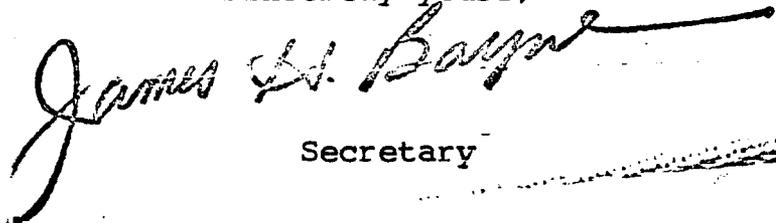
OFFICE OF THE SECRETARY

Kathryn M. Thyret
Legal Assist.
IteI Rail Corp.
55 Francisco
San Francisco, Calif. 94133

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/26/85 at 3:05pm and assigned re-
recording number(s). 14165-J

Sincerely yours,


Secretary

Enclosure(s)

L-0698
6/15/84

RECORDATION NO. 14165 Filed 1428

JUL 25 1984 3 05 PM

AMENDMENT D

INTERSTATE COMMERCE COMMISSION

AMENDMENT D (the "Amendment") to that certain Lease Agreement (the "Agreement") dated as of April 29, 1977, between SSI RAIL CORP. and THE CORINTH AND COUNCE RAILROAD COMPANY ("Lessee"), is made this 4th day of May, 1984 by and between ITEL RAIL CORPORATION, as successor in interest to SSI Rail Corp. ("Lessor") and Lessee.

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to the Agreement pursuant to which six hundred fifty (650) Boxcars bearing the reporting marks CCR 6000-6649 have been delivered by Lessor to Lessee; and

WHEREAS, Lessor and Lessee mutually desire that Lessee shall lease up to one hundred (100) additional boxcars from Lessor.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. Equipment Schedule No. 4 executed on October 10, 1978, attached and incorporated into the Agreement, shall be amended by the deletion of the words "CCR 6650 - CCR 6799" each time they appear and by the deletion of the number "250" from the "No. of Cars" column and the substitution therefor of the number "100".
3. Equipment Schedules No. 6 and No. 7, attached hereto, which reference one hundred (100) boxcars bearing the reporting marks 6650-6699 and 6700-6749 (the "Car(s)") respectively, are added to and made a part of the Agreement.
4. With respect to the Cars referenced on Equipment Schedules No. 6 and 7 only, Section 2.A. of the Agreement is hereby replaced by the following:

"A. This Agreement shall remain in full force until it is terminated as to all of the Boxcars as provided herein. The term of the Agreement with respect to each Car described on Equipment Schedules No. 6 and 7 shall commence at 12:00 p.m. on the date and at the location that such Car is repainted and remarked pursuant to Section 3.A., and shall expire as to all of the Cars described on Equipment Schedules No. 6 and 7 on August 31, 1994 (the 'Initial Term')."
5. With respect to Cars referenced on Equipment Schedules No. 6 and 7 only, Section 3.A. of the Agreement is hereby deleted in its entirety and shall be replaced by the following:

ASSIGNED TO FIRST SECURITY BANK
OF UTAH, N.A., TRUSTEE, UNDER
A LEASE ASSIGNMENT DATED
AS OF July 11, 1984

LESSOR'S INTEREST ASSIGNED TO
FIRST SECURITY BANK OF
UTAH, N.A., WITH RESPECT TO
CARS NUMBERED CCR 6650-6699

"3.A. Lessee hereby approves the specifications of the Boxcars delivered to Lessee by Lessor. Lessor shall, at its own expense, remark the Boxcars with the railroad markings of Lessee in compliance with all applicable regulations. Each Boxcar shall be deemed delivered and subject to the terms and provisions of this Agreement at 12:00 p.m. on the date and at the location such Boxcar is remarked ("Delivery"). After the Boxcars have been remarked, the Boxcars shall be moved to Lessee's railroad line at no cost to Lessee as soon as is consistent with mutual convenience and economy. Lessor guarantees that, upon Delivery, each Car shall meet or exceed specifications for interchange service as defined in the AAR Field Manual and that, upon Delivery, such Car shall be in acceptable condition for paper loading service. Notwithstanding that Lessee may not have immediate physical possession of the Boxcars leased hereunder, Lessee agrees to pay the rent set forth in this Agreement. To move the Boxcars to Lessee's railroad line and to ensure optimal use of the Boxcars after the Initial Loading (as hereinafter defined), Lessor agrees to assist Lessee in monitoring Boxcar movements and, when deemed necessary by Lessee and Lessor, to assist in the issuance of movement orders with respect to such Boxcars to other railroad lines in accordance with Interstate Commerce Commission ("ICC") and Association of American Railroads ("AAR") interchange rules. If Lessor incurs expenses in having other railroads move Boxcars in accordance with this Section, except for any expenses incurred in the initial delivery of such Boxcars to Lessee's railroad line pursuant to this Section, Lessee shall reimburse Lessor for such expenses within ten (10) days of receipt of invoice from Lessor. For the purposes hereof, the term 'Initial Loading' as to each Boxcar shall be the earlier to occur of either: (1) the first loading of freight for such Boxcar on Lessee's railroad line; or (2) first loading of freight for such Boxcar on any other railroad line. The delivery of the Cars shall commence upon the final execution of this Amendment. An additional group of fifty (50) Cars bearing the reporting marks 6700-6749 shall be delivered upon prior mutual written agreement of the parties hereto and such Cars shall be subject to the terms and conditions set forth in the Agreement.

6. Section 3.D. is hereby deleted in its entirety and replaced by the following:

"3.D." During the term of this Agreement, Lessor may, at its option and expense, replace any or all of the Boxcars referenced on Equipment Schedule No. 5, No. 6, and No. 7 with similar boxcars upon prior written notice from Lessor to Lessee."

7. With respect to the Cars referenced on Equipment Schedule No. 6 and 7 only, Section 3 is amended by the addition of the following:

"3.E." Each Boxcar shall be repainted at Lessor's expense and to Lessee's satisfaction regarding paint, color and logo at a time ("Time of Repaint") during the Agreement which shall be mutually agreed upon by Lessor and Lessee; provided, however, such Time of Repaint shall in no case be earlier than two (2) years after the date of Delivery or later than four (4) years after the date of Delivery."

8. With respect to the Cars referenced on Equipment Schedules No. 6 and 7 only, Section 6, as amended, is replaced by the following:

"6.A. Definitions

(i) 'Revenues' shall be the total revenues earned and due from other railroad companies for the use or handling of the Boxcars, whether or not collected and received by Lessor and without regard to any claimed non-payment, abatement, reduction or offset, provided, however, that upon the occurrence of any such non-payment, abatement, reduction or offset, Lessee shall, within ten (10) days of Lessor's request, reimburse Lessor for such amounts, but only if the occurrence of such non-payment, abatement, reduction or offset shall be due to an act or failure to act by Lessee. In the event that any such non-payment, abatement, reduction or offset occur for any reason other than an act or failure to act by Lessee, Lessee shall be responsible for such non-payment (due other than by act or failure to act by Lessor), abatement, reduction or offset solely from and to the extent of the revenue sharing portion it would otherwise be entitled to under Section 6.

(ii) The 'Utilization Rate' of the Boxcars shall be determined by a fraction, the numerator of which is the aggregate number of days in each calendar year that Revenues were earned on the Boxcars commencing from the Initial Loading, and the denominator of which is the aggregate number of days in each calendar year that the Boxcars are on lease to Lessee, commencing from the Initial Loading.

(iii) The 'Base Rental' commencing from Delivery through and including June 30, 1985 ('First Rental Period') shall be defined as a sum equal to the Revenues which such Boxcars would have earned in the aggregate at a Utilization Rate of forty percent (40%), with the assumption that each Boxcar traveled eighty-five (85) miles per day. The 'Base Rental' commencing from July 1, 1985 through and including June 30, 1986 ('Second Rental Period') shall be defined as a sum equal to the Revenues which such Boxcars would have earned in the aggregate at a Utilization Rate of sixty-five percent (65%) with the assumption that each Boxcar traveled

eighty-five (85) miles per day. The 'Base Rental' commencing July 1, 1986 through and including the last day of Initial Term or any Extended Term ('Third Rental Period') shall be defined as a sum equal to the Revenues which such Boxcars would have earned in the aggregate at a Utilization Rate of seventy-three percent (73%) with the assumption that each Boxcar traveled eighty-five (85) miles per day.

B. Lessor shall receive and retain all Revenues earned by the Boxcars prior to their Initial Loading.

C. Lessee agrees to pay the following rent to Lessor for the use of the Boxcars:

(i) In the event Revenues earned in any calendar year or applicable portion thereof are less than or equal to the applicable Base Rental, Lessee shall pay to Lessor a sum equal to one hundred percent (100%) of the total Revenues.

(ii) In the event Revenues earned in any calendar year exceed the applicable Base Rental, or applicable portion thereof Lessee shall pay to Lessor an amount equal to the applicable Base Rental and Lessee shall receive all Revenues received in excess of the applicable Base Rental.

D. The calculations required in Section 6.C. shall be made within five (5) months after June 30th of each year during the Initial Term and any Extended Terms ('Yearly Calculations'). However, to enable Lessor to meet its financial commitments, Lessor shall, prior to making such calculations, retain the payments received by it on behalf of Lessee. Further, since the parties desire to determine on a quarterly basis the approximate amounts owed under Section 6.C., Lessor shall within three (3) months after the end of each calendar quarter, calculate on a quarterly year to date basis the amount due either party pursuant to this Section. Any amounts payable pursuant to the preceding sentence shall be paid promptly following such calculation, provided, however, that following the Yearly Calculation, any amount paid to either party in excess of the amounts required shall be promptly refunded to the appropriate party. The above calculations shall be made separately from the calculations on similar equipment which Lessee has previously leased from Lessor.

E. If, with respect to any calendar quarter, Revenues are less than the applicable Base Rental, Lessor may, at any time, at its option and upon not less than ten (10) days prior written notice to Lessee, terminate this Agreement as to such Boxcars as Lessor shall determine; provided, however, that Lessee may, at its option, within ten (10) days of receipt of such notice from Lessor, void such termination notice by paying to Lessor an amount equal to the difference between actual Revenues for such calendar quarter and the applicable Base Rental for such calendar quarter.

F. If, subsequent to the Initial Loading, any Boxcar remains on Lessee's railroad tracks for more than seven (7) consecutive days, excluding those days such Boxcar is undergoing servicing, repair or alteration as provided for in Section 5 unless such servicing, repair or alteration was occasioned by the fault of Lessee, Lessor may, at its option and upon not less than twenty-four (24) hours prior written notice, terminate this Agreement as to such Boxcar and withdraw such Boxcar from Lessee's railroad tracks. If any such Boxcar has remained on Lessee's railroad tracks for more than seven (7) consecutive days because Lessee has not given preference to the Boxcars as specified in Section 3.B., Lessee shall be liable for and remit to Lessor an amount equal to the Revenues which would have been generated if such Boxcar had been in the physical possession and use of another railroad for the entire period with the assumption that each Boxcar travelled eighty-five (85) miles per day.

G. In the event damage beyond repair or destruction of a Boxcar has been reported in accordance with Rule 107 of the AAR Field Manual of the Interchange Rules and Rule 7 of the AAR Code of Boxcar Hire Rules and Interpretations-Freight, said destroyed Boxcar will be removed from the rental calculations of this Agreement on the date car hire ceased as set forth in the aforementioned Rule 7."

11. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
12. 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

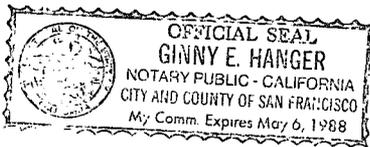
By: *A. Hayes*
Title: Acting President
Date: July 18, 1984

CORINTH AND COUNCE
RAILROAD COMPANY

By: *[Signature]*
Title: *President*
Date: 6-26-84

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

On this 18th day of July, 1984, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is Acting President of Itel Rail Corporation, that the foregoing Amendment D 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

STATE OF Tennessee)
) ss:
COUNTY OF Hardin)

On this 26th day of June, 1984, before me personally appeared E. W. Rice, Jr., to me personally known, who being by me duly sworn says that such person is President & General Manager of Corinth and Counce Railroad Company, that the foregoing Amendment D 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.

Sherry House
Notary Public

My Commission Expires May 30, 1988.

L-0698

EQUIPMENT SCHEDULE NO. 6

Itel Rail Corporation hereby leases the following Cars to Corinth and Counce Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of April 29, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	General Purpose 70-Ton Boxcars	CCR 6650- 6699	50'6"	9'6"	11'1"	10'	50

Equipment to be delivered shall not exceed the \$35,001 - \$36,000 UMLER Car Value.

ITEL RAIL CORPORATION

BY: *Attayas*

TITLE: Acting President

DATE: July 18, 1984

CORINTH AND COUNCE RAILROAD COMPANY

BY: *[Signature]*

TITLE: President & Gen. Mgr

DATE: 6-26-84

L-0698

EQUIPMENT SCHEDULE NO. 7

Itel Rail Corporation hereby leases the following Cars to Corinth and Counce Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of April 29, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions Inside Width	Height	Doors Width	No. of Cars
XM	General Purpose 70-Ton Boxcars	CCR 6700-6749	50'6"	9'6"	11'1"	10'	50

Equipment to be delivered shall not exceed the \$35,001 - \$36,000 UMLER Car Value.

ITEL RAIL CORPORATION

BY: *DP Hayes*

TITLE: Acting President

DATE: July 18, 1984

CORINTH AND COUNCE RAILROAD COMPANY

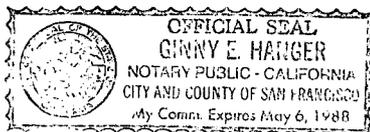
BY: *[Signature]*

TITLE: President

DATE: 6-26-84

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

On this 18th day of July, 1984, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is Acting President of Itel Rail Corporation, that the foregoing Equipment Schedules No. 6 and 7 were 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

STATE OF Tennessee)
) ss:
COUNTY OF Hardin)

On this 26th day of June, 1984, before me personally appeared E. W. Rice, Jr., to me personally known, who being by me duly sworn says that such person is President & General Manager of Corinth and Counce Railroad Company, that the foregoing Equipment Schedules No. 6 and 7 were 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.

Sherry House
Notary Public

My Commission Expires May 30, 1988.

