

RECORDATION NO. 9935-B Filed 1425

ITEL

JUL 16 1980 -3 10 PM

INTERSTATE COMMERCE COMMISSION **Rail Division**

Two Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234

0-198A025

No.

Date JUL 16 1980

Fee \$ 10.00

July 15, 1980

ICC Washington, D. C.

FEE OPERATION BR. I.C.C.

JUL 16 3 00 PM '80

RECEIVED

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

recorded under Rec No 9935

Re: Amendment No. 1, made as of March 26, 1980, to that certain Lease Agreement, made as of October 5, 1978, between Itel Corporation, Rail Intermodal Division, now Itel Corporation, Rail Division and Alabama State Docks Department, an Agency of the State of Alabama, d/b/a Terminal Railway, Alabama State Docks

Dear Ms. Mergenovich:

Pursuant to 29 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith, on behalf of Itel Corporation, Rail Division, for filing and recordation, one (1) original and three (3) counterparts of the following document:

Amendment No. 1, made as of March 26, 1980, to that certain Lease Agreement, made as of October 5, 1978, between Itel Corporation, Rail Intermodal Division, now Itel Corporation, Rail Division and Alabama State Docks Department, an Agency of the State of Alabama, d/b/a Terminal Railway, Alabama State Docks

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

- (1) Itel Corporation, Rail Division
Two Embarcadero Center
San Francisco, California 94111
- (2) Terminal Railway, Alabama State Docks
P.O. Box 1588
Mobile, Alabama 36633

Enclosed also is a check for \$10.00 for the required recordation fee.

This is 9935-B

Countey Paul H. Hanson

Ms. Agatha Mergenovich
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The equipment covered by the enclosed Amendment is fifty (50) flatcars (A.A.R. mechanical designation FC; 89' in length), marked T ASD 79000 through and including T ASD 790049.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be delivered to the bearer of this letter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carl N. Taylor". The signature is written in black ink and is positioned above the typed name and title.

Carl N. Taylor
President

Enclosures
SD/jf

Interstate Commerce Commission
Washington, D.C. 20423

7/16/80

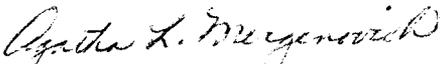
OFFICE OF THE SECRETARY

Carl N. Taylor, President
Itel Rail Division
Two Embarcadero Center
San Francisco, Calif. 94111

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 **7/16/80** at **3:10pm**, and assigned re-
recording number(s). **9935-B**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

9935-B

RECORDATION NO. 9935-B Filed 1425

AMENDMENT NO. 1

JUL 16 1980 -3 10 PM

INTERSTATE COMMERCE COMMISSION

The parties hereto hereby agree to this **AMENDMENT NO. 1** (this "Amendment"), dated as of March 26, 1980, to that certain Lease Agreement (the "Lease"), made as of October 5, 1978, between Itel Corporation, Rail-Intermodal Division, now Itel Corporation, Rail Division ("Itel Rail") as the lessor and Alabama State Docks Department, an Agency of the State of Alabama, d/b/a Terminal Railway, Alabama State Docks ("Lessee"), as the lessee.

For consideration received, the parties hereto hereby amend the Lease as follows:

1. Subsections 3.C., 6.A.(i), 6.A.(ii) and 6.C. of the Lease are hereby amended by deleting the number "250" therefrom each time it appears therein and by substituting therefor the number "175."
2. A new subsection 6.F., as follows, is hereby added to the lease immediately following existing subsection 6.E.:

"F. In the event that Utilization and mileage, with respect to any full calendar quarter during the Initial Term or any Extended Term hereof, are less than ninety-two percent (92%) and one hundred seventy five (175) miles per day, respectively, then, at the option of Lessee, exercised by written notice to Itel Rail, which written notice must be received by Itel Rail within thirty (30) days after the end of such calendar quarter, this Agreement shall be deemed terminated as to all Cars then leased hereunder, provided that Itel Rail, using its best efforts, is able to re-lease all of said Cars to another lessee upon substantially the same terms and conditions as those contained in this Agreement; such termination shall be effective upon the remarking of all of said Cars with the railroad markings of such other lessee."

3. A new subsection 6.G., as follows, is hereby added to the Lease immediately following new subsection 6.F.:

"G. Notwithstanding anything contained in subsection 6.E. above to the contrary, subsequent to the Initial Loading, if any Car remains on Lessee's railroad tracks for more than seven (7) consecutive days after notice to Itel Rail, Itel Rail shall pay, at the option of Lessee exercised by delivering to Itel Rail an invoice therefor, a storage charge of three dollars (\$3.00) per day per Car stored from and including the eighth (8th) full day such Car has remained on Lessee's railroad tracks to and excluding the day such Car is removed from Lessee's railroad tracks."

4. A new subsection 6.H., as follows, is hereby added to the Lease, immediately following new subsection 6.G.:

"H. If any amount due Lessee from Itel Rail under this section 6. is not paid to Lessee by Itel Rail when due, Itel Rail hereby agrees to pay interest on such amount, upon receipt of Lessee's invoice therefor showing the calculation thereof, at the lowest rate of interest then being charged by Lessee on its loans to institutional borrowers in the State of Alabama from and including the day after the last day of the calendar quarter with respect to which such amount is due to and including the date such amount is paid.

5. A new subsection 6.I., as follows, is hereby added to the Lease immediately following new subsection 6.H.:

"I. Notwithstanding anything contained in this section 6. to the contrary, Lessee shall have the option, exercisable by seven (7) days prior written notice delivered to Itel Rail, to perform Payment collection and car accounting with respect to the Cars then leased hereunder in the event that either (i) any amount due Lessee from Itel Rail under this section 6. is not paid within thirty (30) days after the due date thereof or, (ii) Itel Rail becomes subject to a court-supervised insolvency or reorganization proceeding and is unable, ~~within a reasonable period of time, as the applicable court may decide,~~ after becoming subject thereto, to provide Lessee with adequate assurance that payment when due by Itel Rail to Lessee under this section 6. can be made in accordance with the terms of this section 6., notwithstanding such proceeding; Lessee's rights under subsection 6.I.(ii) shall be in addition to those under subsection 6.I.(i)."

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CNT

6. A new subsection 6.J., as follows, is hereby added to the Lease immediately following new subsection 6.I.:

"J. Notwithstanding anything to the contrary that may be contained in this Agreement, Itel Rail hereby agrees to exercise its best efforts to see that the Cars are routed and loaded in such a manner so as to obtain the greatest utilization thereof reasonably possible under all relevant circumstances."

The Lease shall remain in full force and effect except and as amended in accordance with the above.

All capitalized terms used above and defined in the Lease shall have their meanings herein as defined in the Lease.

This Amendment shall be effective upon approval hereof by Itel Rail's relevant financing sources and upon proper filing with and recordation by the Interstate Commerce Commission.

This Amendment may be executed in counterparts; such counterparts together shall be deemed and shall constitute one and the same instrument.

ITEL CORPORATION, RAIL DIVISION

By: Carl M. Lyle

Title: President

Date: April 8, 1980

**ALABAMA STATE DOCKS DEPARTMENT,
AN AGENCY OF THE STATE OF ALABAMA,
D/B/A TERMINAL RAILWAY, ALABAMA STATE DOCKS**

By: R. M. Hafe

Title: Director

Date: March 26, 1980

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN FRANCISCO)

On this 8th day of April, 1980, before me personally appeared Carl H. Taylor, to me personally known to be the President of ITEL Corporation, Rail Division, that the foregoing Amendment No. 1 was executed by him on behalf of said corporation by authority of its board of directors and he acknowledged that the execution of said document was the free act and deed of said corporation.

Randi C. Smith
Notary Public

My commission expires



STATE OF ALABAMA)
) ss
COUNTY OF Mobile)

On this 26 day of March, 1980, before me personally appeared R M Hope, to me personally known to be the Director of Alabama State Docks Department, an Agency of the State of Alabama, d/b/a Terminal Railway, Alabama State Docks ("TASD"), that the foregoing Amendment No. 1 was executed by him on behalf of TASD with full authority to do so for and as the free act and deed of TASD.

Joseph Sumner
Notary Public

My commission expires
My Commission
Expires 2/21/83