

REGISTRATION NO. 12107-B Filed 1455

JUL 19 1982 -3 55 PM
INTERSTATE COMMERCE COMMISSION



WISCONSIN & SOUTHERN
RAILROAD CO.

2215 Sanders Road
Northbrook, IL 60062
(312) 272-8350

July 16, 1982

3-200A120

JUL 19 1982

Date.....
Fee \$ 10.00

ICC Washington, D. C.

RECEIVED
JUL 19 3 47 PM '82
FEE OPERATION BR.

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Madam:

Enclosed for recordation pursuant to the provisions of Section 11303 of Title 49 of the United States Code and the regulations thereunder are the original and one counterpart of a First Amendment Management Agreement and Approval of Utilization Agreement, a secondary document, dated June 25, 1982.

The primary document to which this is connected is recorded under Recordation Number 12107-A.

The names and addresses of the parties to the enclosed documents are:

Owner: Transporation Corporation of America
P.O. Box 218
Chicago Heights, Illinois 60411

Manager: Wisconsin & Southern Railroad Company
511 Barstow Street
Horicon, Wisconsin 53032

A general description of the railroad equipment covered by the enclosed documents is, as follows:

Twenty-five (25) 51'6" gondola cars bearing reporting marks LSBC.

The original and all copies of the enclosed documents should be returned to Ms. Sharon Schumacher of Wisconsin & Southern Railroad Co., 2215 Sanders Road, Suite 370, Northbrook, Illinois 60062.

Ms. Agatha L. Mergenovich
Interstate Commerce Commission
July 16, 1982
Page 2

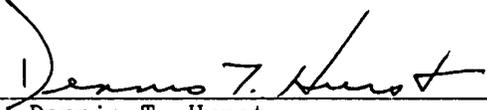
Also enclosed is a remittance in the amount of \$10.00 for payment of recordation fees.

I am an officer of Wisconsin & Southern Railroad Co., and have knowledge of the matters set forth herein.

Very truly yours,

Wisconsin & Southern Railroad Co.

By


Dennis T. Hurst

DTH/sb

Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Ms. Sharon Schumacher
Wisconsin & Southern RR Co.
2215 Sanders Rd.-Suite 370
Northbrook, Illinois 60062

July 20, 1982

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/19/82 at 3:55PM, and assigned re-
recording number(s). 12107-B

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

FIRST AMENDMENT
MANAGEMENT AGREEMENT
AND
APPROVAL OF UTILIZATION AGREEMENT

RECORDED FILE 12107-B
JUL 19 1982 -3 35 PM
INTERSTATE COMMERCE COMMISSION

This First Amendment and Approval is made and entered into as of this June 25, 1982, by and between Wisconsin and Southern Railroad Company ("Manager"), and Transportation Corporation of America ("Owner");

WHEREAS, Owner and Manager have heretofore entered into a Management Agreement dated the 12th day of April, 1982 concerning 164 railroad cars identified within that document; and

WHEREAS, Manager has advised Owner that it can place with The LaSalle Bureau County Railroad Company ("LSBC") a minimum of 25 and a maximum of 50 of the cars which are the subject of the Management Agreement (all of those cars so placed with LSBC within 30 days from the date hereof are hereinafter referred to as the "Subject LSBC Use Cars") into service under the terms and provisions of a Utilization Agreement dated the 23rd day of April, 1982 ("Utilization Agreement") between Funding Systems Railcars, Inc. ("FSR") and LSBC,

NOW, THEREFORE, in consideration of mutual promises made herein, Owner and Manager, intending to be legally bound, hereby agree as follows:

1. As to Subject LSBC Use Cars, only, the Term of the Management Agreement is extended to May 15, 1983, unless terminated sooner in accordance with terms and provisions of the Management Agreement. Also, as to Subject LSBC Use Cars, only, Owner agrees that Section 2(c) of the Management Agreement is hereby amended to read as follows:

"2(c) Owner may terminate this Agreement as to any one or more of the Subject LSBC Use Cars upon 60 days written notice to

Manager in the event that for a period of three consecutive months, off line utilization of any one or more than one of Subject LSBC Use Cars averages less than 50%."

2. Neither the Subject LSBC Use Cars nor the mileage earned by them are to be included in the utilization calculation specified in in Section 2(c) of the Management Agreement.

3. Owner hereby approves the Utilization Agreement and authorizes Manager to arrange Subject LSBC Use Cars to be included within the railroad cars which are subject to the terms and provisions of Utilization Agreement.

4. The Subject LSBC Use Cars are each 100 ton, 51' 6" Gondola Cars manufactured by Thrall Car Manufacturing Company, bearing the car numbers set forth within Exhibit I which is attached hereto and made a part hereof. The parties hereto agree that the now existing car number on each of the Subject LSBC Use Cars shall be changed to reflect a new car number for that specific car in accordance with the "Car Number Modification Schedule" which is marked Exhibit I, attached hereto and made a part hereof. Owner shall receive prompt written notification from Manager of each and every herein approved modification of the car numbers of the Subject LSBC Use Cars.

5. Manager shall obtain in a timely fashion and promptly deliver to Owner each car hire earning report referred to within Section 3C of the Utilization Agreement.

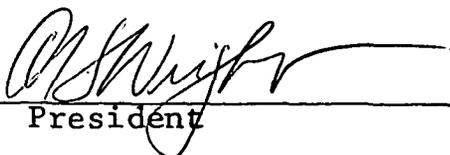
6. Manager shall prohibit any instructions, activities, or written consents by FSR as prescribed under Section 4B of the Utilization Agreement, unless FSR shall first obtain such instructions from Owner.

7. Manager shall prohibit any instructions or written consents by FSR as prescribed under Section 6D of the Utilization Agreement, unless FSR shall first obtain such written instructions from Owner.

8. Notwithstanding any term or provision of the Utilization Agreement, Manager agrees that there will be no mark, sign, plaque or designation affixed to or made upon any one or more of the Subject LSBC Use Cars which, in any respect, indicates any change in the ownership of the Subject LSBC Use Cars.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth above.

TRANSPORTATION CORPORATION
OF AMERICA

By: 
President

ATTEST:


Assistant Secretary

WISCONSIN AND SOUTHERN RAILROAD
COMPANY

By: 
Chairman and Chief Executive
Officer

ATTEST:

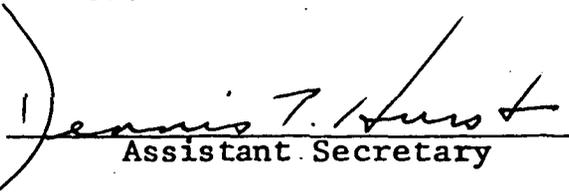

Assistant Secretary

EXHIBIT I

First Amendment - Management Agreement - Transportation
Corporation of America - Wisconsin and Southern Railroad Company

Car Number Modification Schedule

Car Numbers - Existing shall be changed to Car Numbers - Modified

WSOR 5010	LSBC 5010
WSOR 5019	LSBC 5019
WSOR 5020	LSBC 5020
WSOR 5037	LSBC 5037
WSOR 5043	LSBC 5043
WSOR 5044	LSBC 5044
WSOR 5050	LSBC 5050
WSOR 5057	LSBC 5057
WSOR 5066	LSBC 5066
WSOR 5070	LSBC 5070
WSOR 5079	LSBC 5079
WSOR 5081	LSBC 5081
WSOR 5087	LSBC 5087
WSOR 5088	LSBC 5088
WSOR 5097	LSBC 5097
WSOR 5098	LSBC 5098
WSOR 5103	LSBC 5103
WSOR 5108	LSBC 5108
WSOR 5111	LSBC 5111
WSOR 5121	LSBC 5121
WSOR 5138	LSBC 5138
WSOR 5146	LSBC 5146
WSOR 5148	LSBC 5148
WSOR 5149	LSBC 5149
WSOR 5155	LSBC 5155