

ITEL

IteI Rail Corporation

550 California Street
San Francisco, CA 94104
(415) 984-4200

March 15, 1991

Hon. Sidney L. Strickland, Jr., Esq.
Secretary
Interstate Commerce Commission
Washington, DC 20423

1-078A054

~~RECORDED~~ 151481K ~~FILED~~

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INTERSTATE COMMERCE COMMISSION

MAR 19 2 39 PM '91
MOTOR OF TRAINING UNIT

Re: Amendment No. 8

Dear Mr. Strickland:

On behalf of IteI Rail Corporation, the above instrument in three (3) counterparts is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$15 recordation fee.

Please record this Amendment under the Lease Agreement dated October 15, 1976, between IteI Rail Corporation and Hartford and Slocomb Railroad Company, which was recorded with the ICC on December 12, 1986, under recordation number 15148.

The parties to the aforementioned instrument are listed below:

IteI Rail Corporation (Lessor)
550 California Street
San Francisco, California 94104

Hartford and Slocomb Railroad Company (Lessee)
2506 South Park
Dothan, Alabama 36301

This Amendment terminates from the Lease Agreement ninety-six (96) cars within the series HS 5350-5499 and add them to the lease agreement dated May 5, 1988, between Lessor and Lessee.

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 Assistant

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AMENDMENT NO. 8

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 8 (the "Amendment") to the Lease Agreement dated 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 7 day of March, 1991 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Agreement pursuant to which seven hundred fifty-seven (757) boxcars (the "Cars") described therein have been leased by Lessor to Lessee.
- B. The following Cars were destroyed on the dates specified and are removed from the Agreement: HS 5177, January 15, 1988; HS 14124, June 22, 1988; HS 5430, July 14, 1988; QC 77209, June 1, 1989; HS 5493, October 2, 1989; HS 5129, October 6, 1989; HS 5491, February 24, 1990; HS 5081, July 6, 1990.
- C. Lessor allowed Lessee to place the Cars HS 5350-5499, described in Equipment Schedule No. 6 to the Agreement, into the boxcar use agreement dated June 10, 1987 between CSXT Transportation, Inc. and Lessee which expired during May, 1990.
- D. Lessor and Lessee now desire to terminate ninety-six (96) of the Cars within the series HS 5350-5499 ("Terminated Cars") from the Agreement and add them to the lease agreement dated May 5, 1988 ("Agreement Dated May 5, 1988") between Lessor and Lessee.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, 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. Commencing upon the date this Amendment is fully executed, ("Commencement Date") the Terminated Cars shall be added to the Agreement Dated May 5, 1988.
- 3. Equipment Schedule No. 6 to the Agreement shall be deleted in its entirety and replaced by Equipment Schedule No. 6.A., attached hereto in the form of Exhibit A, which shall list the remaining fifty-four (54) Cars from Equipment Schedule No. 6. Lessor shall send to Lessee such Equipment Schedule No. 6.A. within one hundred twenty (120) days from the Commencement Date.

4. 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.
5. 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.

Each party, pursuant to due corporate authority, has caused this Amendment to be executed by its authorized officer, and each of the undersigned hereto declares pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

ITEL RAIL CORPORATION

**HARTFORD AND SLOCOMB RAILROAD
COMPANY**

By: *Denise Hanger*
Title: *Manager Contract Admin.*
Date: *March 7, 1991*

By: *E. J. Fischer III*
Title: *Pres.*
Date: *18 Feb. '91*

EXHIBIT A

EQUIPMENT SCHEDULE NO. 6.A.

Itel 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.

AAR Mech.	Description	Numbers	Interior Dimensions			Door Width	No. of Cars
Desig.			Length/Width/Height				
XM	70 Ton, Plate C boxcar, 10" End-of-Car Cushioning	HS _____ _____	50'6"	9'6"	11'1"	10' Sliding	54

Each party, pursuant to due corporate authority, has caused this Equipment Schedule No. 6.A. to be executed by its authorized officer, and each of the undersigned hereto declares pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

ITEL RAIL CORPORATION

HARTFORD AND SLOCOMB RAILROAD COMPANY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____