

RAILCAR, Ltd.

Suite 315

1819 Peachtree Road, N.E.
Atlanta, Georgia 30309 1847

(404) 352-6799

Fax (404) 352-6798

0100296806

RAILCAR

June 21, 1994

REVISED June 27, 1994

LICENSING BRANCH

JUN 29 10 00 AM '94

RECEIVED
OFFICE OF THE
SECRETARY

Interstate Commerce Commission
12th and Constitution Ave., N.W.
Washington, D.C. 20423

Attn Ms Mildred Lee
Room 2303

Re Amendment to Lease Agreement by and between Railcar, Ltd and TCC Acquisition, Inc

Dear Ms. Lee.

Enclosed herewith are two (2) originally executed and notanzed copies of an Amendment to Lease Agreement by and between Railcar, Ltd., a Georgia corporation, as agent for R S. Equipment Leasing Associates, L.P. 1989-A (Lessor), and TCC Acquisition, Inc., as Lessee. The Amendment is for the deletion and removal of twelve (12) 100-ton, 3 pocket small cube covered hoppers bearing the reporting marks and car numbers RMGX 3200-3211, from the terms and conditions of the original lease.

The enclosed document relates to the Lease Agreement dated as of October 11, 1990, which was duly recorded on January 14, 1991 under recordation number 17194.

The address of the parties are as follows:

Railcar, Ltd.
1819 Peachtree Road, N.E., Suite 315
Atlanta, Georgia 30309

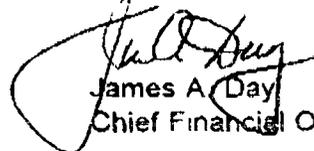
TCC Acquisition, Inc.
3400 Peachtree Road, N.E.
Suite 401
Atlanta, Georgia 30326

RECORDATION NO. 17194-A FILED 1425
JUN 29 1994 -10 05 AM

INTERSTATE COMMERCE COMMISSION

I would appreciate your recording the enclosed Amendment to Lease Agreement and returning one (1) copy to me. A check for the filing fee in the amount of \$ 18.00 is enclosed.

Sincerely,


James A. Day
Chief Financial Officer

Enclosures (2) Original Copies Of Amendment to Lease Agreement
Check

cc WLP

RAILCAR, Ltd.

Suite 315
1819 Peachtree Road N.E.
Atlanta, Georgia 30309-1817

(404) 352-6799
Fax (404) 352-6798



TO: Taledia Stokes
TCC Acquisition

DATE: Monday, June 27, 1994

FAX NO.: (202) 927-5984

Number of Pages: Two (2)
(Including Cover Page)

FROM: Jim Day

From Fax No.: (404) 352-6798

As per our conversation.

The following is the revised letter to the ICC referencing the October 11, 1990 Lease Agreement and the January 14, 1991 recordation number 17194.



IF YOU HAVE QUESTIONS REGARDING THIS TRANSMISSION, PLEASE CALL (404) 352-6799

RAILCAR, Ltd.
Suite 315
1819 Peachtree Road, N E
Atlanta, Georgia 30309-1847

(404) 352-6799
Fax (404) 352-6798

0100296006



June 21, 1994

Interstate Commerce Commission
12th and Constitution Ave., N.W.
Washington, D.C. 20423

RECORDATION NO. **17194-A** FILED 1425

JUN 29 1994 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

LICENSING DIVISION
JUN 29 10 00 AM '94
TMS

Attn: Ms. Mildred Lee
Room 2303

Re: Amendment to Lease Agreement by and between Railcar, Ltd. and TCC Acquisition, Inc.

Dear Ms. Lee.

Enclosed herewith are two (2) originally executed and notarized copies of an Amendment to Lease Agreement by and between Railcar, Ltd., a Georgia corporation, as agent for R.S. Equipment Leasing Associates, L.P. 1989-A (Lessor), and TCC Acquisition, Inc., as Lessee. The Amendment is for the deletion and removal of twelve (12) 100-ton, 3 pocket small cube covered hoppers bearing the reporting marks and car numbers RMGX 3200-3211, from the terms and conditions of the original lease **(17194)**

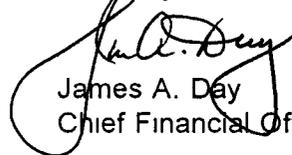
The address of the parties are as follows:

Railcar, Ltd.
1819 Peachtree Road, N E , Suite 315
Atlanta, Georgia 30309

TCC Acquisition, Inc
3400 Peachtree Road, N E
Suite 401
Atlanta, Georgia 30326

I would appreciate your recording the enclosed Amendment to Lease Agreement and returning one (1) copy to me. A check for the filing fee in the amount of \$ 18 00 is enclosed.

Sincerely,


James A. Day
Chief Financial Officer

JAD/jfh

Enclosures: (2) Original Copies Of Amendment to Lease Agreement
Check

cc. WLP

1006jd

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

JUNE 29, 1994

JAMES A. DAY
RAILCAR LTD
1819 PEACHTREE ROAD NE SUITE 315
ATLANTA GEORGIA 30309-1847

Dear MR. DAY:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/29/94 at 10:05AM, and assigned recordation number(s). 17194-A.

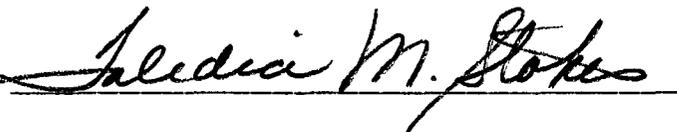
Sincerely yours,

Sidney L. Strickland, Jr.
Secretary

Enclosure(s)

\$ 18.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one stamped on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



RECORDATION NO. 17194-A FILED 1994

JUN 29 1994 10 05 AM

**AMENDMENT TO
LEASE AGREEMENT**

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT TO LEASE AGREEMENT is made and entered into as of the 6th day of May, 1994, by and between RAILCAR, LTD., as agent for R.S. Equipment Leasing Associates, L.P. 1989-A, ("LTD") and TCC ACQUISITION, INC. ("Lessee").

W I T N E S S E T H:

WHEREAS, LTD and TCC ACQUISITION, INC. have entered into that certain Lease Agreement dated as of October 11, 1990 respecting the lease of fourteen (14) 100-ton, 3 pocket small cube covered hoppers (the "Cars") (the "Lease"); and

WHEREAS, the Lease, by its terms, is scheduled to terminate on December 31, 1995; and

WHEREAS, the parties wish to amend the Lease to delete and remove twelve (12) Cars from the terms of the Lease on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereto hereby do agree as follows:

1. Except as otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meanings ascribed thereto in the Lease.
2. Lessee agrees, its sole cost and expense, to use its best efforts to arrange for delivery, as soon as practical, but no later than May 15, 1994, of the Cars identified in Exhibit B attached hereto and made a part hereof (the "Return Cars"), such delivery to be in accordance with all terms and conditions contained in Paragraph 7 of the Lease to the following location: CSX Transportation, Inc. at Copperhill, Tennessee. The Lease will continue in full force and effect with respect to the Return Cars until such delivery to the above location and acceptance of same by LTD of the last Car, upon which event the Lease will terminate with respect to the Return Cars; provided, however, all liabilities and obligations of Lessee arising or existing under the Lease with respect to the Return Cars prior to such termination shall survive such termination.
3. Lessee agrees, at its sole cost and expense, to restencil the Return Cars to the new reporting marks set forth in Exhibit B, and to perform the repairs as set forth on Exhibit A.
4. Except as expressly set forth in this Amendment, all terms and provisions of the Lease (including, without limitation, all terms and provisions as then relate to the remaining two Cars which are not removed and deleted from the Lease and the rate of rental) shall continue in full force and effect.

IN WITNESS WHEREOF, LTD and Lessee have duly executed this Amendment as of the day and year first above written.

RAILCAR, LTD.

By: Wilds L. Pierce
Wilds L. Pierce, President

[SEAL]

TCC ACQUISITION, INC.

By: WOMarso

Title: President

[SEAL]

EXHIBIT A

REPAIRS TO BE MADE TO THE Twelve (12) Covered Hoppers (GNRR 3200 - 3211)

- GNRR 3200: - L1, L3, R3 slide gates missing
- R1 - hole in bottom of hopper slope

- GNRR 3201: - AL spring mission
- Excess residue internally
- Tight clearance, center bowl to center plate rim

- GNRR 3202: - A draft pocket is out of tolerance (25 ¼")

- GNRR 3203: - Car not found. Subject to inspection at a later date.

- GNRR 3210: - R2, L3 slide gate missing

- GNRR 3211: - A end center sill cracked

- ALL CARS: - A broom sweep of the miscellaneous residue
in the bottom of the cars.

EXHIBIT B

**CARS TO BE DELETED AND REMOVED FROM THE LEASE AGREEMENT
BETWEEN RAILCAR, LTD. (AS AGENT) AND TCC ACQUISITION, INC. DATED
OCTOBER 11, 1991**

CURRENT REPORTING MARKS

RMGX 3200
RMGX 3201
RMGX 3202
RMGX 3203
RMGX 3204
RMGX 3205
RMGX 3206
RMGX 3207
RMGX 3208
RMGX 3209
RMGX 3210
RMGX 3211

NEW REPORTING MARKS

GNRR 3200
GNRR 3201
GNRR 3202
GNRR 3203
GNRR 3204
GNRR 3205
GNRR 3206
GNRR 3207
GNRR 3208
GNRR 3209
GNRR 3210
GNRR 3211

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

On this 1st day of JUNE, 1994, before me personally appeared Wilds L. Pierce, to me personally known, who being by me duly sworn says that he is President of RAILCAR, LTD., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Nadean C. Shumblis
Notary Public
Notary Public, DeKalb County, Georgia
My Commission Expires September 9, 1994.

STATE OF GEORGIA)
) ss
COUNTY OF Fulton)

On this 2nd day of June, 1994, before me personally appeared _____
William F. Mason, to me personally known, who being by me duly sworn says that he is President of TCC ACQUISITION, INC., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Aubrey Bercier
Notary Public
Notary Public, Fulton County, Georgia.
My Commission Expires May 9, 1998.