

ITEL

March 10, 1992

IteI Rail Corporation

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

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

REGISTRATION NO. 15642-RR FILED 145 2-073A022

MAR 13 1992 2 10 PM

Re: **Schedule No. 46**

INTERSTATE COMMERCE COMMISSION

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 \$16 recordation fee.

Please record this Schedule under the Lease Agreement dated May 5, 1988, between IteI Rail Corporation and Hartford and Slocomb Railroad Company, which was recorded with the ICC on May 13, 1988, under Recordation No. 15642.

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

MAR 13 2 10 PM '92
RECORDATION UNIT

Schedule No. 46 adds to the Lease Agreement seventy-five (75) 50 foot, 70-ton, general purpose boxcars bearing reporting marks HS 5900-5974.

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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Interstate Commerce Commission
Washington, D.C. 20423

3/16/92

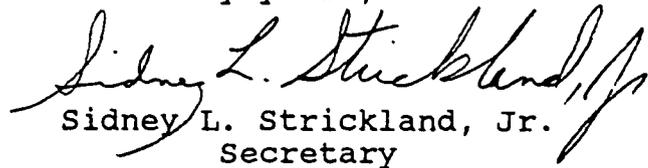
OFFICE OF THE SECRETARY

Patricia Schumacker
Legal Assistant
Itel Rail Corporation
550 California Street
San Francisco, California 94104

Dear Ms. Schumacker:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/13/92 at 2:10pm, and assigned recordation number(s). 15642-RR

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

15648-RR

MAR 13 1992 2:10 PM

SCHEDULE NO. 46

INTERSTATE COMMERCE COMMISSION

THIS SCHEDULE NO. 46 ("Schedule") to that certain Lease Agreement (the "Agreement") made as of May 5, 1988, as amended, between ITEL RAIL CORPORATION ("Lessor") and HARTFORD AND SLOCOMB RAILROAD COMPANY ("Lessee"), is made as of February 1, 1992.

Lessor and Lessee agree as follows:

- 1. All capitalized terms defined in the Agreement shall have the meanings defined therein when used in this Schedule No. 46, except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated.
- 2. A. Lessor hereby leases the following Cars to Lessee subject to the terms and conditions of the Agreement and this Schedule:

AAR Mech. Desig.	Description	Reporting Marks and Numbers	No. of Cars
XP	70-ton General Purpose Boxcars	HS 5900-5974	75

- B. The parties agree that the Cars are to be used in miscellaneous non-corrosive commodity service only and shall not be used for the shipment of any other commodity without Lessor's written consent.
- 3. A. The term of this Agreement, with respect to each Car, shall be deemed to have commenced on the date such Car was remarked ("Delivery") and shall continue as to all the Cars described in this Schedule through and including the date that is 3 years from the Delivery of the last Car ("Initial Term").
- B. If the Agreement has not been terminated early and no unremedied default has occurred and is continuing under the Agreement, the Agreement shall automatically be extended with respect to the Cars described in this Schedule from calendar month to calendar month, for a period not to exceed 24 calendar months (each such calendar month an "Extended Term"). Lessor may terminate the Agreement at any time during the Initial Term or any Extended Term as to some or all of the Cars described in this Schedule by providing not less than 10 days prior written notice to Lessee.
- 4. A. Lessor agrees to pay to Lessee a rental fee ("Rental Fee") of \$ per year for the use of Lessee's reporting marks and numbers on the Cars made subject to the "managed fleet" agreement dated January 30, 1992 between Lessor and Atlanta & St. Andrews Bay Railway Company ("ASAB Staged Fleet", Exhibit A hereto): Lessor shall pay the initial Rental Fee to Lessee 60 days from the first day of the month following the month in which the first day of the Initial Term

commences, and shall thereafter pay the Rental Fee to Lessee annually throughout the term of the ASAB Staged Fleet.

- B. If any Car(s) returns to Lessee's lines prior to the expiration or termination of the ASAB Staged Fleet, Lessor shall be responsible for all costs associated with such Car(s) being entered into and removed from a storage facility ("Storage") by Lessee, including but not limited to a switching fee of \$ per Car per occurrence, and a storage charge of \$ per Car per day, and for all costs associated with returning such Car(s) to user under the ASAB Staged Fleet. Lessee shall notify Lessor upon the placement of any Car(s) into Storage. Lessee shall use its best efforts to prevent any Car from being interchanged onto its lines during the term of the ASAB Staged Fleet, including advising Lessee's connecting carrier that the Cars have been placed into an assignment pool on ASAB's lines and that the connecting carrier should not return such Cars to Lessee during the term of the ASAB Staged Fleet.
5. Lessee consents to Lessor's entering into the ASAB Staged Fleet with respect to the Cars.
6. Lessor shall perform or cause to be performed and shall pay all costs and expenses associated with the maintenance of the Cars described in this Schedule, except those delegated to Lessee as set forth in Subsection 5.B. of the Agreement. With respect to the Cars listed in this Schedule, Exhibit B attached hereto is hereby added to the Agreement. Subsection 5.A. of the Agreement shall not apply with respect to such Cars.
7. Lessor agrees to reimburse Lessee, within 30 days of Lessor's receipt of the receipted copy of the paid tax bill, for all taxes actually paid in cash by Lessee resulting from: 1) ad valorem tax assessments on the Cars; and 2) any assessment, levy or impost relating to any Car, the Agreement, or the delivery of the Cars, which remained unpaid as of the date of the delivery of the Cars to Lessee or which is assessed, levied or imposed during the term of the Agreement, except taxes on income or gross receipts imposed on Lessee or sales or use tax imposed on mileage charges, car hire revenue, or the proceeds of the sale or lease of the Cars. Lessor and Lessee will comply with all state and local laws requiring filing of ad valorem returns associated with the Cars. Notwithstanding any portion of this Section, Lessor shall not be responsible for penalty or interest assessments resulting from Lessee's failure to comply with any regulation or statute of any taxing or assessing authority. Lessee shall forward to Lessor upon receipt all correspondence, notifications of proposed tax assessments and tax bills associated with any tax reimbursable by Lessor. Lessor may, in good faith and by appropriate proceedings, contest any assessment, notification of assessment or tax bill. Lessor shall assume full responsibility for all expenses, including legal fees, resulting from such contest.

8. Rent

A. Definitions

- (1) "Eligible Lines" is defined as the railroad lines owned and operated by Lessee as of the date this Schedule is executed by the parties. Any lines purchased by Lessee or added to the Eligible Lines or any Eligible Lines sold by Lessee to another party during the Initial Term or any Extended Term effective on the date of such sale, are deemed to be the lines of another railroad company (a foreign road) for the purposes of determining Revenues (as defined in Subsection 8.A.(iii) hereinbelow).
- (ii) "Revenue Rates" is defined as the hourly and mileage car hire rates specified for each Car in the Hourly and Mileage Car Hire Rate Table published in the January 1992 edition of The Official Railway Equipment Register, as may be updated from time to time.
- (iii) "Revenues" is defined as the total revenues, calculated at the Revenue Rates, that are earned or due for the use and handling of the Cars on all railroad lines other than the Eligible Lines, including, but not limited to, per diem and mileage, whether or not collected and received by Lessor, and undiminished by any claimed abatement, reduction or offset caused by any action or failure of Lessee.

B. Lessor shall receive prior
to and during the term of the ASAB Staged Fleet.

C. Upon the expiration or early termination of the ASAB Staged Fleet,
Lessor shall receive such
Car is off the Eligible Lines.

D. (1) In the event that as a result of any action or inaction by Lessee, Lessor shall receive or earn for the use of any Cars, Revenues calculated at hourly or mileage car hire rates that are lower in amount than those specified in Subsection 8.A.(ii), Lessee shall pay to Lessor, within 10 days of Lessor's request, an amount equal to the difference between the Revenues such Cars would have earned at the Revenue Rates and the amount of revenues actually received or earned for such Cars.

(ii) Should any abatement, reduction or offset occur as a result of any action or inaction of Lessee, Lessee shall, within 10 days of Lessor's request, reimburse Lessor the amount of such abatement, reduction or offset.

(iii) If, at any time during the Agreement, Lessee operates lines other than the Eligible Lines, Lessee shall supply Lessor with records which distinguish the movement of each Car on the

Eligible Lines from the movement of such Car on any other lines operated by Lessee.

E. Except as provided in this Schedule, any agreement between Lessee and any other party with respect to the Cars ("Third Party Agreement(s)") shall be null and void without Lessor's prior written approval if such Third Party Agreement affects the Revenues earned by the Cars.

F. (i) If the ICC ceases to prescribe car hire rates or significantly alters in a way adverse to Lessor the manner in which car hire rates are prescribed or the rates themselves, the parties shall in good faith negotiate to amend this Section and this Schedule so that the amounts Lessor receives in rent after such ICC action are approximately the same as Lessor would have received had no such ICC action occurred. If such good faith negotiations are unsuccessful, Lessor may terminate the Agreement with respect to any or all of the Cars on any Schedule upon not less than 30 days written notice to Lessee at any time during the Agreement.

(ii) Lessor shall determine car hire rates offered to users of deprecised Cars and shall, at Lessor's expense, prepare and present the owner's case in any arbitration or other proceeding held to resolve disputed car hire rates.

9. Except as expressly modified by this or any other Schedule, all terms and provisions of the Agreement shall remain in full force and effect with respect to all Cars subject to the Agreement.

10. This Schedule may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

Each party, pursuant to due corporate authority, has caused this Schedule 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: Robert Kelnick

By: G. F. Jackson II

Title: Vice President Finance

Title: Pres.

Date: 2/27/92

Date: 3/2/92

EXHIBIT A TO SCHEDULE NO. 46

ITEL

Istel Rail Corporation

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

January 30, 1992

Mr. Glenn B. Harvey
Manager
Atlanta & St. Andrews Bay Railway Company
P.O. Box 2775
Panama City, FL 32402

Dear Mr. Harvey:

This letter replaces the letter agreement that was originally sent to you on October 28, 1991.

As Atlanta & St. Andrews Bay Railway Company ("Railroad") and other Istel Rail lessee railroads in your immediate geographic area are facing the potential for a shortage of the equipment you have come to depend on Istel Rail Corporation ("Istel Rail") to supply, this letter is an agreement to enter into a "managed fleet" program ("Agreement").

Istel Rail and Railroad agree as follows:

1. Istel Rail shall deliver to Railroad 75 - 70 ton, plate C, uncushioned boxcars bearing the reporting marks HS 5900 - 5974 (the "Cars").
2. This Agreement shall commence for each Car on the date it is interchanged onto Railroad's lines and shall terminate for all Cars 1 year after the first Car is interchanged to Railroad's lines.
3. Istel Rail shall register the Cars in UMLER with a mechanical designation of "XP" listing Panama City, Florida as the pool location.
4. Each Car shall be free of all car hire charges while on Railroad's lines.
5. Railroad shall not charge for any storage of the Cars on its lines.
6. Upon any written or verbal request from Istel Rail, Railroad shall interchange Car(s) off Railroad's line for delivery to another Istel Rail lessee railroad. Each such outbound switch and movement shall be free of charge to Istel Rail.

- 7. Upon any verbal request from ITEL Rail, Railroad shall provide ITEL Rail with a report by car number listing the status of each Car on Railroad's lines.
- 8. Railroad shall load the Cars prior to loading foreign equipment of similar design unless it is not practical to do so from an operational standpoint.
- 9. Either party may cancel the Agreement at any time by providing the other with not less than 30 days prior written notice.
- 10. ITEL Rail may remove any Cars from the Agreement at any time by providing Railroad with not less than 10 days prior written notice.
- 11. All car accounting, registration, and taxes shall be ITEL Rail's responsibility.
- 12. All maintenance, damage and liability issues and any other questions concerning the rights, obligations or liabilities of the parties under this Agreement shall be determined according to the terms of the lease agreement dated as of December 30, 1991 between ITEL Rail and Railroad ("Lease").

Please indicate your concurrence to the above terms and conditions by signing both originals and returning one original to Marianne Ledda in our San Francisco office.

Sincerely,



Michael A. Smith
Vice President Sales

ACCEPTANCE AND CONCURRENCE BY:

ATLANTA & ST. ANDREWS BAY RAILWAY COMPANY

BY: Alan B. Harvey

TITLE: Manager

DATE: 2/20/92

EXHIBIT B TO SCHEDULE NO. 46

BOXCARS

RUNNING REPAIRS

Angle Cocks	Wheel Assemblies
Air Hose	Yokes
Train Line	Knuckles/Pins
Operating Levers and Brackets	Slack Adjuster
Sill Steps	Couplers
Grab Irons	Draft Gears
Brake Shoes	Coupler Carriers
Brake Shoe Keys	Center Plate Repair (Not Replacement of Center Plate)
Brake Connecting Pin	Cotter Keys
Brake Head Wear Plates	Roller Bearing Adapters
Air Brakes	Outlet Gate Repair (Not Gate Replacement)
Hand Brakes	Hatch Cover Repair (Not Brake Beams and Levers Replacement of Hatch Cover)
Truck Springs	