



2-076A013

**Itel Rail Corporation**

March 10, 1992

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

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

RECORDATION NO. 15642-T7 FEB 1992

RECORDATION NO. 15642-SS FEB 1992

MAR 15 1992 10 25 AM

MAR 16 1992 10 25 AM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

**Re: 1) Schedule No. 20  
2) Amendment No. 1 to Schedule No. 23**

Dear Mr. Strickland:

On behalf of Itel Rail Corporation, the above instruments in three (3) counterparts each, are hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$32 recordation fee.

Please record both the Schedule and the Amendment under the Lease Agreement dated May 5, 1988, between Itel 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:

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

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

Schedule No. 20 adds to the Lease Agreement twenty-five (25) 50 foot, 70-ton, Plate C boxcars bearing reporting marks HS 5875-5899. Amendment No. 1 to Schedule No. 23 amends the title and reference to "Schedule No. 23" to "Schedule No. 24."

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  
Legal Assistant

15642 77  
RECORDING NO. FILED 1992

MAR 16 1992 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 ("Amendment No. 1") to Schedule No. 23 dated March 7, 1991 ("Schedule") of the Lease Agreement dated May 5, 1988 (the "Agreement") between ITEL RAIL CORPORATION ("Lessor") and the HARTFORD AND SLOCOMB RAILROAD COMPANY ("Lessee") is made as of July 3, 1991 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Agreement and Schedule thereto pursuant to which Lessor leased to Lessee 96, 50", 70-ton, Plate C boxcars bearing non-sequential reporting marks within the series HS 5350-4499.
- B. Lessor and Lessee desire to change the title and reference of "Schedule No. 23" to another.

NOW, THEREFORE, the parties hereto agree to amend the Agreement and the Schedule as follows:

- 1. All terms defined in the Agreement and the Schedule shall have their defined meaning when used in this Amendment.
- 2. This Amendment shall become effective upon its full execution.
- 3. The title and reference "Schedule No. 23" shall be deleted from any place in the body of the Schedule and replaced with "Schedule No. 24".
- 4. Except as expressly modified by this Amendment No. 1, all terms and provisions of the Agreement and the Schedule shall remain in full force an effect.
- 5. This Amendment No. 1 may be executed by the parties hereto in any number of counterparts and all said counterparts shall be deemed to constitute one and the same instrument.

Each party, pursuant to due corporate authority, has caused this Amendment No. 1 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: Denny Hanger

By: C. J. Jackson III

Title: Manager Sales Planning

Title: Pres.

Date: June 26, 1991

Date: 7/7/91