

2-141A059

ITEL

May 19, 1992

RECORDATION NO. 15642-UV
MAY 20 1992 2:05 PM
FILED 1992

Itel Rail Corporation

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

INTERSTATE COMMERCE COMMISSION

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

RECORDATION NO. 15642-VV
MAY 20 1992 2:03 PM
FILED 1992

MAY 20 1992 2:03 PM

INTERSTATE COMMERCE COMMISSION

MAY 20 2 09 PM '92

Re: Schedule Nos. 18 and 47

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 the subject Schedules 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. 18 adds to the Lease Agreement two hundred ninety-one (291) 89 foot, 70 ton flatcars bearing reporting marks HS 902100-903399 (n.s.). Schedule No. 47 adds to the Lease Agreement eighty-five (85) 50 foot, 70 ton, Plate B and C XP boxcars bearing reporting marks HS 5007-5348 (n.s.) and HS 6050-6084.

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

SCHEDULE NO. 47

15642-202

MAY 20 1992 2 05 PM

INDUSTRIAL COMMERCIAL

THIS SCHEDULE NO. 47 ("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 April 29, 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. 47, 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 Plate B, C Boxcars	HS 5007-5348 (n.s.) as shown on Exhibit A	50
XP	70-ton Plate B, C Boxcars	HS 6050-6084	35

- 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 on Exhibit A, shall be deemed to have commenced on the date such Car was first interchanged to the Apalachicola Northern Railroad Company ("AN") and made subject to the letter agreement dated August 3, 1990 between Lessor and AN. Effective on each such date, the parties agree the applicable Car shall be deemed terminated from the lease agreement dated October 15, 1986 between Lessor and Lessee. With respect to the Cars bearing the reporting marks and numbers HS 6050-6084, the term of the Agreement shall commence on the date each such Car is remarked ("Delivery"). With respect to all the Cars described in this Schedule, the term of the Agreement shall continue through and include 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 \$50.00 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 AN ("AN Staged Fleet", Exhibit B hereto). Lessor shall pay the initial Rental Fee to Lessee 120 days from the first day of the month following the month in which this Schedule is fully executed, and shall thereafter pay the Rental Fee to Lessee annually throughout the term of the AN Staged Fleet.
 - B. If any Car(s) returns to Lessee's lines prior to the expiration or termination of the AN 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 \$25.00 per Car per occurrence, and a storage charge of \$1.00 per Car per day, and for all costs associated with returning such Car(s) to user under the AN 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 AN Staged Fleet, including advising Lessee's connecting carrier that the Cars have been placed into an assignment pool on AN's lines and that the connecting carrier should not return such Cars to Lessee during the term of the AN Staged Fleet.
5. Lessee consents to Lessor's entering into the AN 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 C 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

- (i) "Eligible Lines" is defined as the railroad lines owned and operated by Lessee as of the date this Schedule is executed by the parties. If Lessee's lines expand through purchase, Lessee's merger with another railroad or otherwise or if Lessee's lines are sold to and become lines of another railroad, then lines other than the Eligible Lines shall be deemed to be lines of a foreign road for purposes of determining Revenues (as defined in Subsection 8.A. (iii) hereinbelow) and, for purposes of distinguishing the movement of each Car on the Eligible Lines from the movement of such Car on any other lines operated by Lessee ("Distinction"), Lessee shall provide Lessor with car movement records which effect such Distinction. If Lessee sells or otherwise disposes of a part but not all of the railroad lines owned and operated by Lessee as of the date this Schedule is executed by the parties, "Eligible Lines" shall mean only that part retained by Lessee.
- (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 AN Staged Fleet.

- C. Upon the expiration or early termination of the AN Staged Fleet, Lessor shall receive the Eligible Lines. off
- D. (i) 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 or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this Schedule was the free act and deed of the corporation, that the foregoing is true and correct and that this Schedule was executed on the date indicated below.

ITEL RAIL CORPORATION

HARTFORD AND SLOCOMB RAILROAD COMPANY

By: Robert Kielbaso

By: C. J. Fuchs, III

Title: Vice President Sales

Title: Pres.

Date: 5/11/92

Date: 5/13/92

EXHIBIT A TO SCHEDULE NO. 47

The following XP boxcars are deemed terminated from the Lease Agreement dated October 15, 1986 between IteI Rail Corporation ("Lessor") and Hartford and Slocomb Railroad Company ("Lessee") and made subject to the Lease Agreement dated May 5, 1988 between Lessor and Lessee on the date each such Car was first interchanged to the Apalachicola Northern Railroad Company ("AN") under the August 3, 1990 letter agreement between Lessor and AN.

HS 5007	HS 5013	HS 5018	HS 5019	HS 5037
HS 5054	HS 5063	HS 5064	HS 5067	HS 5087
HS 5091	HS 5100	HS 5102	HS 5112	HS 5115
HS 5119	HS 5120	HS 5124	HS 5138	HS 5153
HS 5163	HS 5173	HS 5175	HS 5188	HS 5189
HS 5193	HS 5195	HS 5197	HS 5199	HS 5214
HS 5227	HS 5231	HS 5234	HS 5262	HS 5264
HS 5274	HS 5290	HS 5296	HS 5300	HS 5304
HS 5320	HS 5329	HS 5332	HS 5334	HS 5335
HS 5338	HS 5343	HS 5346	HS 5347	HS 5348

EXHIBIT C TO SCHEDULE NO. 47

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	