

FILE IN DOCKET

FIRST AMENDMENT TO EQUIPMENT LEASE

THIS FIRST AMENDMENT TO EQUIPMENT LEASE dated as of November 15, 1972 among TRUST COMPANY FOR USL, INC., not in its individual corporate capacity but solely as Trustee under a Trust Agreement dated as of November 4, 1971 (the "Lessor"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation as Agent for Lessor (the "Agent") and AIRCO, INC., a New York corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor, the Agent and the Lessee have heretofore executed and delivered that certain Equipment Lease dated as of November 4, 1971 (the "Lease") providing for the lease thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in the Schedules attached to said Lease; and

WHEREAS, the said Lease was filed for record in the Office of the Secretary of the Interstate Commerce Commission on April 18, 1972 and has been assigned Recordation No. 6559; and

WHEREAS, the Lessor, the Agent and the Lessee desire to amend the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor and the Lessee hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended as follows:

1. By deleting Schedules A-2 and A-3 attached to the Lease as executed and substituting therefor Schedules A-2 and A-3 attached to this First Amendment to Equipment Lease.

Whenever in any certificate, letter, notice or other instrument reference is made to the Equipment Lease, such reference without more shall include reference to this Amendment.

This Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Amendment.

Except to the extent hereby amended and modified, the Equipment Lease is in all respects ratified, confirmed and approved.

6559-A
RECORDATION NO. _____ Filed & Recorded

DEC 29 1972 - 12 30 PM

INTERSTATE COMMERCE COMMISSION

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers there- under duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

[CORPORATE SEAL]

TRUST COMPANY FOR USL, INC.,
as Trustee under a Trust Agreement
dated as of November 4, 1971

Attest:

By *Ben Manshardt*
Its President

LESSOR

Joanne L. Miller
Assistant Secretary

[CORPORATE SEAL]

UNITED STATES LEASING INTERNATIONAL, INC.

Attest:

By *David C. Hooper*
Its Vice President

AGENT FOR LESSOR

Joanne L. Miller
Assistant Secretary

[CORPORATE SEAL]

AIRCO, INC.

Attest:

By *Donald Reine*
Its Vice President

LESSEE

Joseph M. C. [Signature]
Secretary

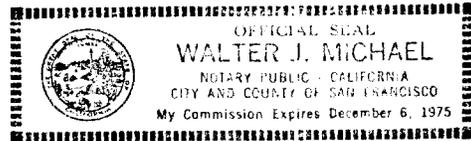
STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } SS

On this 21st day of December, 1972, before me personally appeared BEN MAUSHARDT, to me personally known, who being by me duly sworn, says that he is — President of TRUST COMPANY FOR USL, INC., that one of the seals 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Walter J. Michael
Notary Public

My Commission expires:



STATE OF NEW YORK }
CITY OF NEW YORK } SS

On this 27th day of December, 1972, before me personally appeared Donald Rich, to me personally known, who being by me duly sworn, says that he is Vice President of AIRCO, INC., that one of the seals 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Eleanore M. Jones

Notary Public

My commission expires:

ELEANORE M. JONES
NOTARY PUBLIC, State of New York
No. 44-7111925
Qualified in Rockland County
Qualified in New York County
Commission Expires March 30, 1974

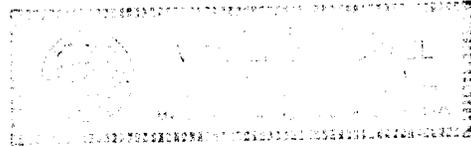
STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } SS

On this *21st* day of *December*, 1972, before me personally appeared **DAVID A. WOOLSEY**, to me personally known, who being by me duly sworn, says that he is *Vice* President of UNITED STATES LEASING INTERNATIONAL, INC., that one of the seals 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Walter J. Michael
Notary Public

My commission expires:



SCHEDULE A-2
TO EQUIPMENT LEASE

MANUFACTURER: ACF Industries, Inc.

DESCRIPTION OF EQUIPMENT: 20 100-ton Roller Bearing Truck,
20,020 gallon cars
DOT-105-A-500-W ("Type A Equipment");
and 1 100-ton CO₂ Liquid Rail
Car ("Type B Equipment")

ROAD NUMBERS: ARIX 1156 through 1176, both
inclusive.

PRICE: \$30,490 per unit in the case of the
Type A Equipment and \$31,400 in the
case of Type B Equipment.

TOTAL PRICE: \$646,850.80 for 21 units, including
Type A and B Equipment.

OUTSIDE DELIVERY DATE: December 31, 1972

DELIVER TO: Airco, Inc. at such address
designated by it.

PERIODIC RENT: Type A Equipment:
80 quarterly rental payments,
in arrears, of \$677.00 each, per
Item of Equipment, or an aggregate
of \$13,540.00 for 20 units

Type B Equipment:
80 quarterly rental payments, in
arrears of \$690.80 for one Item
of Equipment.

In the event the price of any Items covered by this
Schedule is greater or less than the amount shown above, the
rentals for such Item shall be ratably increased or reduced.

TRUSTOR: Virginia National Bank
LESSEE: Airco, Inc.

SCHEDULE A-3
TO EQUIPMENT LEASE

MANUFACTURER: LOX Equipment Company

DESCRIPTION OF EQUIPMENT: 10 Jumbo Cryogenic Tank Cars

ROAD NUMBERS: _____ through _____

PRICE: \$80,000.00 per unit

TOTAL PRICE: \$800,000.00 for 10 units

OUTSIDE DELIVERY DATE: June 30, 1973

DELIVER TO: Airco, Inc. at such address
designated by it

PERIODIC RENT: 80 quarterly rental payments, in
arrears, of \$1,760 each, per Item
of Equipment, or an aggregate of
\$17,600.00 for 10 units

DAILY INTERIM RENT: \$19.5556 per unit, per day

In the event the price of any Items covered by this Schedule is greater or less than the amount shown above, the rentals for such Item shall be ratably increased or reduced.

TRUSTOR: Virginia National Bank
LESSEE: Airco, Inc.