

REGISTRATION NO. *8209-F* Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 TO LEASE OF RAILROAD EQUIPMENT

AMENDMENT NO. 1 dated as of December 15, 1975, among SEABOARD COAST LINE RAILROAD COMPANY and LOUISVILLE & NASHVILLE RAILROAD COMPANY (hereinafter collectively called the Lessee), AMERICAN SECURITY & TRUST COMPANY, as Trustee (hereinafter called the Lessor), METROPOLITAN LIFE INSURANCE COMPANY, FORD MOTOR CREDIT COMPANY and CARGILL LEASING CORPORATION, to the Lease of Railroad Equipment dated as of December 15, 1975 (hereinafter called the Lease), between the Lessee and the Lessor.

WHEREAS, the Lessee and the Lessor desire to amend the Lease as hereinafter provided;

NOW, THEREFORE, the parties hereto agree that:

A. § 2 of the Lease is hereby amended by (1) deletion of the words "first paragraph of Article 4" in the last sentence of the first paragraph thereof and insertion in their place of the word "terms" and (2) deletion of the second paragraph thereof.

B. § 6 of the Lease is hereby amended by insertion of the words "now or" immediately after the words "hereinafter called impositions)" in the first sentence thereof.

C. § 7 of the Lease is hereby amended by (1) insertion of the word "next" immediately after the words "rental payment date" in the third paragraph thereof and

deletion of all asterisks thereon and the footnote to which they refer.

H. By its signature hereto, each of Ford Motor Credit Company and Cargill Leasing Corporation, as a party to the Trust Agreement dated as of December 15, 1975, among such companies and the Lessor, requests the Lessor to enter into this Amendment and approves the foregoing amendments.

I. By its signature hereto, Metropolitan Life Insurance Company, as Assignee under the Assignment of Lease and Agreement dated as of December 15, 1975, between such company and the Lessor, approves the foregoing amendments.

J. Except as hereinabove amended, the Lease shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

SEABOARD COAST LINE RAILROAD COMPANY

by _____

[Corporate Seal]

Attest:

LOUISVILLE & NASHVILLE RAILROAD COMPANY

by



Asst. Vice President

[Corporate Seal]

Attest:



Assistant Secretary

AMERICAN SECURITY AND TRUST COMPANY

by

Vice President

[Corporate Seal]

Attest:

METROPOLITAN LIFE INSURANCE COMPANY

by

Vice President

by

Vice President-Investment Counsel

[Corporate Seal]

Attest:

FORD MOTOR CREDIT COMPANY

by

Leasing Representative

[Corporate Seal]

Attest:

CARGILL LEASING CORPORATION

by

Vice President

[Corporate Seal]

Attest:

AMENDMENT NO. 1 TO LEASE OF RAILROAD EQUIPMENT

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B. § 6 of the Lease is hereby amended by insertion of the words "now or" immediately after the words "hereinafter called impositions)" in the first sentence thereof.

C. § 7 of the Lease is hereby amended by (1) insertion of the word "next" immediately after the words "rental payment date" in the third paragraph thereof and

(2) insertion of the words "or the removal of the Lessor or the Beneficiaries as named insureds" immediately after the words "notice of cancelation" in the second sentence of the last paragraph thereof.

D. § 10 of the Lease is hereby amended by deletion of the words "Equipment, or any one or more units" and "Vendor's rights under this Agreement" in the third paragraph thereof and insertion in their place, respectively, of the words "Units, or any one or more" and "Lessor's rights under this Lease".

E. § 13 of the Lease is hereby amended by deletion of the words "the first" immediately after the words "prior to the end of the original terms or" in the first paragraph thereof and the insertion in their place of the word "any".

F. § 19 of the Lease is hereby amended by the insertion of the words "or the Beneficiaries" immediately after the words "against said Trust Company" and the words "said Trust Company as Lessor".

G. Schedule A to the Lease is hereby amended by (1) deletion in the column headed "Quantity" of the number "180" and insertion in its place of the number "175"; (2) deletion in the column headed "Lessee's Road Numbers (Both Inclusive)" of the numbers "57000-57179" and insertion in its place of the numbers "57000-57131 and 57133-57175"; and (3)

deletion of all asterisks thereon and the footnote to which they refer.

H. By its signature hereto, each of Ford Motor Credit Company and Cargill Leasing Corporation, as a party to the Trust Agreement dated as of December 15, 1975, among such companies and the Lessor, requests the Lessor to enter into this Amendment and approves the foregoing amendments.

I. By its signature hereto, Metropolitan Life Insurance Company, as Assignee under the Assignment of Lease and Agreement dated as of December 15, 1975, between such company and the Lessor, approves the foregoing amendments.

J. Except as hereinabove amended, the Lease shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

SEABOARD COAST LINE RAILROAD COMPANY

by

Leonard S. Anderson
Vice President and Treasurer

[Corporate Seal]

Attest:

J. F. Williams
Asst. Secretary

LOUISVILLE & NASHVILLE RAILROAD COMPANY

by

[Corporate Seal]

Attest:

AMERICAN SECURITY AND TRUST COMPANY

by

Vice President

[Corporate Seal]

Attest:

METROPOLITAN LIFE INSURANCE COMPANY

by

Vice President

by

Vice President-Investment Counsel

[Corporate Seal]

Attest:

FORD MOTOR CREDIT COMPANY

by

Leasing Representative

[Corporate Seal]

Attest:

CARGILL LEASING CORPORATION

by

Vice President

[Corporate Seal]

Attest:

COMMONWEALTH OF KENTUCKY,)
) ss.:
COUNTY OF JEFFERSON)

On this day of 1976, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice President of LOUISVILLE & NASHVILLE RAILROAD COMPANY, 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.

Notary Public

[Notarial Seal]

My Commission expires

DISTRICT OF COLUMBIA) ss.:

On this day of 1976, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Trust Company, that said instrument was signed and sealed on behalf of said Trust Company 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 Trust Company.

Notary Public

[Notarial Seal]

My Commission expires

AMENDMENT NO. 1 TO LEASE OF RAILROAD EQUIPMENT

AMENDMENT NO. 1 dated as of December 15, 1975, among SEABOARD COAST LINE RAILROAD COMPANY and LOUISVILLE & NASHVILLE RAILROAD COMPANY (hereinafter collectively called the Lessee), AMERICAN SECURITY & TRUST COMPANY, as Trustee (hereinafter called the Lessor), METROPOLITAN LIFE INSURANCE COMPANY, FORD MOTOR CREDIT COMPANY and CARGILL LEASING CORPORATION, to the Lease of Railroad Equipment dated as of December 15, 1975 (hereinafter called the Lease), between the Lessee and the Lessor.

WHEREAS, the Lessee and the Lessor desire to amend the Lease as hereinafter provided;

NOW, THEREFORE, the parties hereto agree that:

A. § 2 of the Lease is hereby amended by (1) deletion of the words "first paragraph of Article 4" in the last sentence of the first paragraph thereof and insertion in their place of the word "terms" and (2) deletion of the second paragraph thereof.

B. § 6 of the Lease is hereby amended by insertion of the words "now or" immediately after the words "hereinafter called impositions)" in the first sentence thereof.

C. § 7 of the Lease is hereby amended by (1) insertion of the word "next" immediately after the words "rental payment date" in the third paragraph thereof and

(2) insertion of the words "or the removal of the Lessor or the Beneficiaries as named insureds" immediately after the words "notice of cancelation" in the second sentence of the last paragraph thereof.

D. § 10 of the Lease is hereby amended by deletion of the words "Equipment, or any one or more units" and "Vendor's rights under this Agreement" in the third paragraph thereof and insertion in their place, respectively, of the words "Units, or any one or more" and "Lessor's rights under this Lease".

E. § 13 of the Lease is hereby amended by deletion of the words "the first" immediately after the words "prior to the end of the original terms or" in the first paragraph thereof and the insertion in their place of the word "any".

F. § 19 of the Lease is hereby amended by the insertion of the words "or the Beneficiaries" immediately after the words "against said Trust Company" and the words "said Trust Company as Lessor".

G. Schedule A to the Lease is hereby amended by (1) deletion in the column headed "Quantity" of the number "180" and insertion in its place of the number "175"; (2) deletion in the column headed "Lessee's Road Numbers (Both Inclusive)" of the numbers "57000-57179" and insertion in its place of the numbers "57000-57131 and 57133-57175"; and (3)

deletion of all asterisks thereon and the footnote to which they refer.

H. By its signature hereto, each of Ford Motor Credit Company and Cargill Leasing Corporation, as a party to the Trust Agreement dated as of December 15, 1975, among such companies and the Lessor, requests the Lessor to enter into this Amendment and approves the foregoing amendments.

I. By its signature hereto, Metropolitan Life Insurance Company, as Assignee under the Assignment of Lease and Agreement dated as of December 15, 1975, between such company and the Lessor, approves the foregoing amendments.

J. Except as hereinabove amended, the Lease shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

SEABOARD COAST LINE RAILROAD COMPANY

by _____

[Corporate Seal]

Attest:

LOUISVILLE & NASHVILLE RAILROAD COMPANY

by

[Corporate Seal]

Attest:

Assistant Secretary

AMERICAN SECURITY AND TRUST COMPANY

by

Vice President

[Corporate Seal]

Attest:

METROPOLITAN LIFE INSURANCE COMPANY

by

William J. Blanchfield

Vice President

William J. Blanchfield

by

Thomas B. Burch

Vice President-Investment Counsel

THOMAS B. BURCH

[Corporate Seal]

Attest:

Daniel W. Allen

Assistant Secretary

DANIEL W. ALLEN

FORD MOTOR CREDIT COMPANY

by

Leasing Representative

[Corporate Seal]

Attest:

CARGILL LEASING CORPORATION

by

Vice President

[Corporate Seal]

Attest:

COMMONWEALTH OF KENTUCKY,)
) ss.:
COUNTY OF JEFFERSON)

On this day of 1976, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice President of LOUISVILLE & NASHVILLE RAILROAD COMPANY, 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.

Notary Public

[Notarial Seal]

My Commission expires

DISTRICT OF COLUMBIA) ss.:

On this day of 1976, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Trust Company, that said instrument was signed and sealed on behalf of said Trust Company 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 Trust Company.

Notary Public

[Notarial Seal]

My Commission expires

AMENDMENT NO. 1 TO LEASE OF RAILROAD EQUIPMENT

AMENDMENT NO. 1 dated as of December 15, 1975, among SEABOARD COAST LINE RAILROAD COMPANY and LOUISVILLE & NASHVILLE RAILROAD COMPANY (hereinafter collectively called the Lessee), AMERICAN SECURITY & TRUST COMPANY, as Trustee (hereinafter called the Lessor), METROPOLITAN LIFE INSURANCE COMPANY, FORD MOTOR CREDIT COMPANY and CARGILL LEASING CORPORATION, to the Lease of Railroad Equipment dated as of December 15, 1975 (hereinafter called the Lease), between the Lessee and the Lessor.

WHEREAS, the Lessee and the Lessor desire to amend the Lease as hereinafter provided;

NOW, THEREFORE, the parties hereto agree that:

A. § 2 of the Lease is hereby amended by (1) deletion of the words "first paragraph of Article 4" in the last sentence of the first paragraph thereof and insertion in their place of the word "terms" and (2) deletion of the second paragraph thereof.

B. § 6 of the Lease is hereby amended by insertion of the words "now or" immediately after the words "hereinafter called impositions)" in the first sentence thereof.

C. § 7 of the Lease is hereby amended by (1) insertion of the word "next" immediately after the words "rental payment date" in the third paragraph thereof and

(2) insertion of the words "or the removal of the Lessor or the Beneficiaries as named insureds" immediately after the words "notice of cancelation" in the second sentence of the last paragraph thereof.

D. § 10 of the Lease is hereby amended by deletion of the words "Equipment, or any one or more units" and "Vendor's rights under this Agreement" in the third paragraph thereof and insertion in their place, respectively, of the words "Units, or any one or more" and "Lessor's rights under this Lease".

E. § 13 of the Lease is hereby amended by deletion of the words "the first" immediately after the words "prior to the end of the original terms or" in the first paragraph thereof and the insertion in their place of the word "any".

F. § 19 of the Lease is hereby amended by the insertion of the words "or the Beneficiaries" immediately after the words "against said Trust Company" and the words "said Trust Company as Lessor".

G. Schedule A to the Lease is hereby amended by (1) deletion in the column headed "Quantity" of the number "180" and insertion in its place of the number "175"; (2) deletion in the column headed "Lessee's Road Numbers (Both Inclusive)" of the numbers "57000-57179" and insertion in its place of the numbers "57000-57131 and 57133-57175"; and (3)

deletion of all asterisks thereon and the footnote to which they refer.

H. By its signature hereto, each of Ford Motor Credit Company and Cargill Leasing Corporation, as a party to the Trust Agreement dated as of December 15, 1975, among such companies and the Lessor, requests the Lessor to enter into this Amendment and approves the foregoing amendments.

I. By its signature hereto, Metropolitan Life Insurance Company, as Assignee under the Assignment of Lease and Agreement dated as of December 15, 1975, between such company and the Lessor, approves the foregoing amendments.

J. Except as hereinabove amended, the Lease shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

SEABOARD COAST LINE RAILROAD COMPANY

by

[Corporate Seal]

Attest:

LOUISVILLE & NASHVILLE RAILROAD COMPANY

by

[Corporate Seal]

Attest:

AMERICAN SECURITY AND TRUST COMPANY

by

[Signature]

Vice President

[Corporate Seal]

Attest:

Louise A. Pease

Assistant Secretary.

METROPOLITAN LIFE INSURANCE COMPANY

by

Vice President

by

Vice President-Investment Counsel

[Corporate Seal]

Attest:

FORD MOTOR CREDIT COMPANY

by

Leasing Representative

[Corporate Seal]

Attest:

CARGILL LEASING CORPORATION

by

Vice President

[Corporate Seal]

Attest:

COMMONWEALTH OF KENTUCKY,)
) ss.:
COUNTY OF JEFFERSON)

On this day of 1976, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice President of LOUISVILLE & NASHVILLE RAILROAD COMPANY, 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.

Notary Public

[Notarial Seal]

My Commission expires

DISTRICT OF COLUMBIA) ss.:

On this *24th* day of *MARCH* 1976, before me personally appeared *R. D. LARSON*, to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Trust Company, that said instrument was signed and sealed on behalf of said Trust Company 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 Trust Company.


Notary Public

[Notarial Seal]

My Commission expires *6-30-76*.

AMENDMENT NO. 1 TO LEASE OF RAILROAD EQUIPMENT

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WHEREAS, the Lessee and the Lessor desire to amend the Lease as hereinafter provided;

NOW, THEREFORE, the parties hereto agree that:

A. § 2 of the Lease is hereby amended by (1) deletion of the words "first paragraph of Article 4" in the last sentence of the first paragraph thereof and insertion in their place of the word "terms" and (2) deletion of the second paragraph thereof.

B. § 6 of the Lease is hereby amended by insertion of the words "now or" immediately after the words "hereinafter called impositions)" in the first sentence thereof.

C. § 7 of the Lease is hereby amended by (1) insertion of the word "next" immediately after the words "rental payment date" in the third paragraph thereof and

(2) insertion of the words "or the removal of the Lessor or the Beneficiaries as named insureds" immediately after the words "notice of cancelation" in the second sentence of the last paragraph thereof.

D. § 10 of the Lease is hereby amended by deletion of the words "Equipment, or any one or more units" and "Vendor's rights under this Agreement" in the third paragraph thereof and insertion in their place, respectively, of the words "Units, or any one or more" and "Lessor's rights under this Lease".

E. § 13 of the Lease is hereby amended by deletion of the words "the first" immediately after the words "prior to the end of the original terms or" in the first paragraph thereof and the insertion in their place of the word "any".

F. § 19 of the Lease is hereby amended by the insertion of the words "or the Beneficiaries" immediately after the words "against said Trust Company" and the words "said Trust Company as Lessor".

G. Schedule A to the Lease is hereby amended by (1) deletion in the column headed "Quantity" of the number "180" and insertion in its place of the number "175"; (2) deletion in the column headed "Lessee's Road Numbers (Both Inclusive)" of the numbers "57000-57179" and insertion in its place of the numbers "57000-57131 and 57133-57175"; and (3)

deletion of all asterisks thereon and the footnote to which they refer.

H. By its signature hereto, each of Ford Motor Credit Company and Cargill Leasing Corporation, as a party to the Trust Agreement dated as of December 15, 1975, among such companies and the Lessor, requests the Lessor to enter into this Amendment and approves the foregoing amendments.

I. By its signature hereto, Metropolitan Life Insurance Company, as Assignee under the Assignment of Lease and Agreement dated as of December 15, 1975, between such company and the Lessor, approves the foregoing amendments.

J. Except as hereinabove amended, the Lease shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

SEABOARD COAST LINE RAILROAD COMPANY

by _____

[Corporate Seal]

Attest:

LOUISVILLE & NASHVILLE RAILROAD COMPANY

by

[Corporate Seal]

Attest:

AMERICAN SECURITY AND TRUST COMPANY

by

Vice President

[Corporate Seal]

Attest:

METROPOLITAN LIFE INSURANCE COMPANY

by

Vice President

by

Vice President-Investment Counsel

[Corporate Seal]

Attest:

FORD MOTOR CREDIT COMPANY

by

W. H. Huffer

Leasing Representative

[Corporate Seal]

Attest:

John Paul Hood
Asst Secy

CARGILL LEASING CORPORATION

by

Vice President

[Corporate Seal]

Attest:

COMMONWEALTH OF KENTUCKY,)
) ss.:
COUNTY OF JEFFERSON)

On this day of 1976, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice President of LOUISVILLE & NASHVILLE RAILROAD COMPANY, 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.

Notary Public

[Notarial Seal]

My Commission expires

DISTRICT OF COLUMBIA) ss.:

On this day of 1976, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Trust Company, that said instrument was signed and sealed on behalf of said Trust Company 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 Trust Company.

Notary Public

[Notarial Seal]

My Commission expires

AMENDMENT NO. 1 TO LEASE OF RAILROAD EQUIPMENT

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C. § 7 of the Lease is hereby amended by (1) insertion of the word "next" immediately after the words "rental payment date" in the third paragraph thereof and

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G. Schedule A to the Lease is hereby amended by (1) deletion in the column headed "Quantity" of the number "180" and insertion in its place of the number "175"; (2) deletion in the column headed "Lessee's Road Numbers (Both Inclusive)" of the numbers "57000-57179" and insertion in its place of the numbers "57000-57131 and 57133-57175"; and (3)

deletion of all asterisks thereon and the footnote to which they refer.

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I. By its signature hereto, Metropolitan Life Insurance Company, as Assignee under the Assignment of Lease and Agreement dated as of December 15, 1975, between such company and the Lessor, approves the foregoing amendments.

J. Except as hereinabove amended, the Lease shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

SEABOARD COAST LINE RAILROAD COMPANY

by _____

[Corporate Seal]

Attest:

LOUISVILLE & NASHVILLE RAILROAD COMPANY

by

[Corporate Seal]

Attest:

AMERICAN SECURITY AND TRUST COMPANY

by

Vice President

[Corporate Seal]

Attest:

METROPOLITAN LIFE INSURANCE COMPANY

by

Vice President

by

Vice President-Investment Counsel

[Corporate Seal]

Attest:

FORD MOTOR CREDIT COMPANY

by

Leasing Representative

[Corporate Seal]

Attest:

CARGILL LEASING CORPORATION

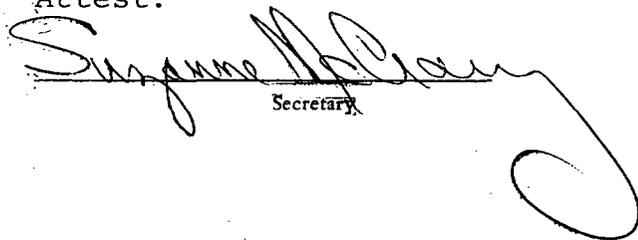
by



Vice President

[Corporate Seal]

Attest:



Secretary

DISTRICT OF COLUMBIA) ss.:

On this day of 1976, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Trust Company, that said instrument was signed and sealed on behalf of said Trust Company 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 Trust Company.

Notary Public

[Notarial Seal]

My Commission expires

