

RECORDATION NO. 6192A Filed & Recorded

COUNTERPART NO. 5 OF
7 COUNTERPARTS.

NOV 23 1971 -9 22 AM

INTERSTATE COMMERCE COMMISSION FIRST AMENDMENT TO EQUIPMENT LEASE

THIS FIRST AMENDMENT TO EQUIPMENT LEASE dated as of October 15, 1971, among D. E. MUNDELL and FRANK B. SMITH, not in their individual capacities but solely as Trustees under a Trust Agreement dated as of June 1, 1971 (the "Lessor"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as Agent for the Lessor (the "Agent") and SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor, the Lessee and the Agent have heretofore executed and delivered that certain Equipment Lease dated as of June 1, 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 at 2:15 P.M. on June 15, 1971 and has been assigned Recordation No. 6192; and

WHEREAS, the Lessor, the Lessee and the Agent 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, Lessee and the Agent hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended as follows:

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

2. By amending Section 2.1 to read in its entirety as follows:

"2.1. The Lessee agrees to pay the Lessor Fixed Rental for each Item of Equipment in fourteen (14) installments each (a) payable in advance, and (b) in the amount of Fixed Rental provided for in Schedule A-1 to A-3 or B-1 to B-3, as

(S.C.L. Trust No. 17)

applicable, for such Item of Equipment.

The Lessee and the Lessor acknowledge that the amount of Fixed Rental provided for each Item of Equipment in the applicable Schedule is computed on the basis of a rental factor of 8.565% of the cost of the Equipment. Lessor and Lessee agree that in the event either the Acquisition Cost Per Unit or the Reconstruction Cost Per Unit of the Items of Equipment covered by Schedules A-3 or B-3 varies from the amount shown on such Schedules, the Rental Factor, and the Fixed Rental for such Items of Equipment shall be adjusted accordingly and such adjustments shall be made in the form of a written amendment to this Lease. The Lessee agrees to pay the amount of such adjusted Fixed Rental in the manner and at the times provided in this Section 2 and any amended Section 2."

3. By amending Section 2.2 to substitute 'November 23, 1971' for 'October 15, 1971' under the caption 'Date On Which First Installment Due.'

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

D. E. MUNDELL and FRANK B. SMITH,
Trustees under S.C.L. Trust No. 17

By Frank B. Smith

LESSOR

UNITED STATES LEASING INTERNATIONAL,
INC.

By David C. Hooley
Its Vice President

AGENT AS AFORESAID

(Corporate Seal)

Attest:

Joanne L. Miller
Secretary

SEABOARD COAST LINE RAILROAD
COMPANY

By *Samuel G. Anderson*
its Treasurer

LESSEE

(Corporate Seal)

Attest:

J. S. Williams
Assistant Secretary

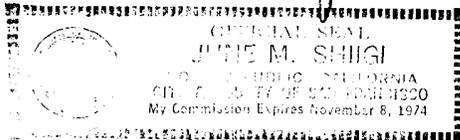
STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO.) SS.

On this 15th day of November, 1971, before me personally appeared FRANK B. SMITH, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

June M. Shigi

(Seal)

My commission expires:



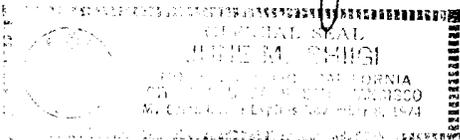
STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) SS.

On this 15th day of November, 1971, before me personally appeared DAVID A. WOOLSEY, to me personally known, who being by me duly sworn, says that he is the Vice President of UNITED STATES LEASING INTERNATIONAL, INC., that the seal 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.

June M. Shigi

(Seal)

My commission expires:



STATE OF VIRGINIA)
CITY OF RICHMOND) SS.

On this 22nd day of _____, 1971, before me personally appeared Leonard G. Anderson, to me personally known, who being by me duly sworn, says that he is the Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that the seal 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.

J. H. Chapman

(Seal)

My commission expires: _____

SCHEDULE A-1

NUMBER OF UNITS: 219 units

DESCRIPTION OF RECONSTRUCTED EQUIPMENT: 55-ton 40' single-door rebuilt box cars bearing identifying numbers SCL 11800 through 12018, both inclusive.

UNIT PRICE OF RECONSTRUCTED EQUIPMENT: \$4,815 per unit.

TOTAL PRICE: \$1,054,485 for all 219 units

OUTSIDE DELIVERY DATE: July 31, 1972

DELIVER TO: SEABOARD COAST LINE RAILROAD COMPANY
(as designated by the Railroad)

RENT PERIOD: Seven (7) years commencing with the first rental payment date

FIXED RENTAL: Fourteen (14) semi-annual rental payments, in advance, at \$412.40 each per unit of Equipment or an aggregate of \$90,315.60 for all 219 units.

Trustor: Union Trust Company of Maryland
Lessee: Seaboard Coast Line Railroad Company - Trust No. 17
Lender: The Aetna Casualty and Surety Company

SCHEDULE A-2

NUMBER OF UNITS: 246 units

DESCRIPTION OF RECONSTRUCTED EQUIPMENT: 55-ton 40' single-door rebuilt box cars bearing identifying numbers SCL 12019 through 12264, both inclusive.

UNIT PRICE OF RECONSTRUCTED EQUIPMENT: \$4,815 per unit.

TOTAL PRICE: \$1,184,490 for all 246 units

OUTSIDE DELIVERY DATE: July 31, 1972

DELIVER TO: SEABOARD COAST LINE RAILROAD COMPANY (as designated by the Railroad)

RENT PERIOD: Seven (7) years commencing with the first rental payment date

FIXED RENTAL: Fourteen (14) semi-annual rental payments, in advance, at \$412.40 each per unit of Equipment or an aggregate of \$101,450.40 for all 246 units.

Trustor: Union Trust Company of Maryland
Lessee: Seaboard Coast Line Railroad Company - Trust No. 17
Lender: The Aetna Casualty and Surety Company

SCHEDULE A-3

NUMBER OF UNITS: 35 units

DESCRIPTION OF RECONSTRUCTED EQUIPMENT: 55-ton 40' single-door rebuilt box cars bearing identifying numbers SCL 12265 through 1229, both inclusive.

UNIT PRICE OF RECONSTRUCTED EQUIPMENT: \$4,815 per unit.

TOTAL PRICE: \$168,525 for all 35 units

OUTSIDE DELIVERY DATE: July 31, 1972

DELIVER TO: SEABOARD COAST LINE RAILROAD COMPANY
(as designated by the Railroad)

RENT PERIOD: Seven (7) years commencing with the first rental payment date

FIXED RENTAL: Fourteen (14) semi-annual rental payments, in advance, at \$412.40 each per unit of Equipment or an aggregate of \$14,434.00 for all 35 units.

Trustor: Union Trust Company of Maryland
Lessee: Seaboard Coast Line Railroad Company - Trust No. 17
Lender: The Aetna Casualty and Surety Company

SCHEDULE B-1

NUMBER OF UNITS: 33 units

DESCRIPTION OF RECONSTRUCTED EQUIPMENT: 55-ton 41' high rebuilt gondola cars bearing identifying numbers SCL 130750 through 130782, both inclusive.

UNIT PRICE OF RECONSTRUCTED EQUIPMENT: \$5,395 per unit

TOTAL PRICE: \$178,035 for all 33 units

OUTSIDE DELIVERY DATE: July 31, 1972

DELIVER TO: SEABOARD COAST LINE RAILROAD COMPANY (as designated by the Railroad)

RENT PERIOD: Seven (7) years commencing with the first rental payment date.

FIXED RENTAL: Fourteen (14) semi-annual rental payments, in advance, at \$462.08 each per unit of Equipment or an aggregate of \$15,248.64 for all 33 units.

Trustor: Union Trust Company of Maryland
Lessee: Seaboard Coast Line Railroad Company - Trust No. 17
Lender: The Aetna Casualty and Surety Company

SCHEDULE B-2

NUMBER OF UNITS: 86 units

DESCRIPTION OF RECONSTRUCTED EQUIPMENT: 55-ton 41' high rebuilt gondola cars bearing identifying numbers SCL 130783 through 130868 both inclusive.

UNIT PRICE OF RECONSTRUCTED EQUIPMENT: \$5,395 per unit

TOTAL PRICE: \$463,970 for all 86 units

OUTSIDE DELIVERY DATE: July 31, 1972

DELIVER TO: SEABOARD COAST LINE RAILROAD COMPANY (as designated by the Railroad)

RENT PERIOD: Seven (7) years commencing with the first rental payment date.

FIXED RENTAL: Fourteen (14) semi-annual rental payments, in advance, at \$462.08 each per unit of Equipment or an aggregate of \$39,738.88 for all 86 units.

Trustor: Union Trust Company of Maryland
Lessee: Seaboard Coast Line Railroad Company - Trust No. 17
Lender: The Aetna Casualty and Surety Company

SCHEDULE B-3

NUMBER OF UNITS: 81 units

DESCRIPTION OF RECONSTRUCTED EQUIPMENT: 55-ton 41' high rebuilt gondola cars bearing identifying numbers SCL 130869 through 130949, both inclusive.

UNIT PRICE OF RECONSTRUCTED EQUIPMENT: \$5,395 per unit

TOTAL PRICE: \$436,995 for all 81 units

OUTSIDE DELIVERY DATE: July 31, 1972

DELIVER TO: SEABOARD COAST LINE RAILROAD COMPANY
(as designated by the Railroad)

RENT PERIOD: Seven (7) years commencing with the first rental payment date.

FIXED RENTAL: Fourteen (14) semi-annual rental payments, in advance, at \$462.08 each per unit of Equipment or an aggregate of \$37,428.48 for all 81 units.

Trustor: Union Trust Company of Maryland
Lessee: Seaboard Coast Line Railroad Company - Trust No. 17
Lender: The Aetna Casualty and Surety Company

SEABOARD COAST LINE TRUST NO. 17

SCHEDULE C
SCHEDULE OF CASUALTY VALUE

CASUALTY VALUE: The following per cent of original cost to Lessor of an Item of Equipment, including all taxes and delivery charges, is to be paid on a rental payment due date pursuant to Section 11 of the Equipment Lease as the result of an Item becoming the subject of a Casualty Occurrence, depending upon when the Casualty Value is paid:

<u>After Rental Payment No.</u>	<u>Payable on Date and in Lieu of Payment No.</u>	<u>Casualty Value Payable Per Item (in lieu of rental payment for such item due on such date)</u>
1	2	98.000%
2	3	89.875
3	4	82.000
4	5	77.625
5	6	72.625
6	7	67.250
7	8	61.750
8	9	55.875
9	10	49.750
10	11	43.500
11	12	36.750
12	13	29.875
13	14	22.625
14	Expiration of the Lease Term	15.000