

THIS THIRD AMENDMENT TO EQUIPMENT LEASE dated as of August 1, 1972 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, a First Amendment to Equipment Lease dated as of October 15, 1971 was executed by the parties and recorded in the Office of the Secretary of the Interstate Commerce Commission at 9:30 A.M. on November 23, 1971 and given Recordation No. 6192-A; and

WHEREAS, a Second Amendment to Equipment Lease dated as of February 1, 1972 was executed by the parties and recorded in the Office of the Secretary of the Interstate Commerce Commission at 9:30 A.M. on February 17, 1972 and given Recordation No. 6192-B; and

WHEREAS, the Lessor, the Lessee and the Agent desire to further 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, the 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-3, B-2 and B-3 attached to the Lease, as amended, and by substituting therefor Schedules A-3, B-2 and B-3 attached to this Third Amendment.

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

6192-C
RECORDATION NO. _____ Filed & Recoru.

AUG 21 1972 9³⁰ AM

INTERSTATE COMMERCE COMMISSION

2. By amending Section 2.2 to substitute 'July 31, 1972' for 'May 30, 1972' under the caption 'Items of Equipment Delivered And Accepted On Or Prior To:' and to substitute 'August 15, 1972' for 'June 15, 1972' under the caption 'Date On Which First Installment Due.'

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

IN WITNESS WHEREOF, the parties hereto have caused this Third 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 [Signature]
Its Senior Vice President
AGENT AS AFORESAID

(Corporate Seal)

Attest:

Joanne L. Miller
Secretary

SEABOARD COAST LINE RAILROAD COMPANY

By [Signature]
Its Treasurer
LESSEE

(Corporate Seal)

Attest:

J. J. Williams
Asst. Secretary

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

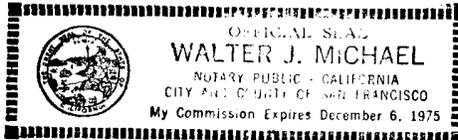
} SS.

On this 11th day of ~~February~~ ^{August}, 1972, 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.

(Seal)

Walter J. Michael

My commission expires:



STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

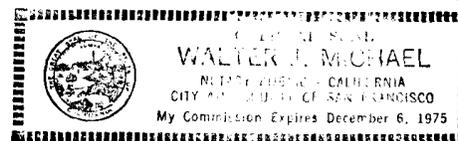
} SS.

On this 11th day of ~~February~~ ^{August}, 1972, before me personally appeared DOUGLAS C. KAY, to me personally known, who being by me duly sworn, says that he is the Senior 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.

(Seal)

Walter J. Michael

My commission expires:



STATE OF VIRGINIA

CITY OF RICHMOND

} SS.

On this 14th day of ~~February~~ ^{August}, 1972, 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.

(Seal)

C. W. Whitehead

My commission expires: June 21, 1975

SCHEDULE A-3

NUMBER OF UNITS: 30 units

DESCRIPTION OF RECONSTRUCTED EQUIPMENT: 55-ton 40' single-door rebuilt box cars bearing identifying numbers SCL 11944 through 11949, both incl. SCL 12276 through 12299, both incl.

UNIT PRICE OF RECONSTRUCTED EQUIPMENT: \$1,481.6667 per unit

TOTAL PRICE: \$44,450.00 for all 30 units

OUTSIDE DELIVERY DATE: August 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 \$119.05 each per unit or Equipment or an aggregate of \$3,571.50 for all 30 units

TRUSTOR: Union Trust Company of Maryland
LESSEE: Seaboard Coast Line Railroad Company - Trust #17
LENDER: The Aetna Casualty and Surety Company

SCHEDULE B-2

NUMBER OF UNITS: 60 units

DESCRIPTION OF RECONSTRUCTED EQUIPMENT: 55 -ton 41' high rebuilt gondola cars bearing identifying numbers SCL 130830 through 130889, both inclusive

UNIT PRICE OF RECONSTRUCTED EQUIPMENT: \$4,261.667 per unit

TOTAL PRICE: \$255,700.00 for all 60 units

OUTSIDE DELIVERY DATE: August 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 \$342.42 each per unit of Equipment or an aggregate of \$20,545.20 for all 60 units

TRUSTOR: Union Trust Company of Maryland
LESSEE: Seaboard Coast Line Railroad - Trust #17
LENDER: The Aetna Casualty and Surety Company

SCHEDULE B-3

NUMBER OF UNITS:	60 units
DESCRIPTION OF RECONSTRUCTED EQUIPMENT:	55-ton high rebuilt gondola cars bearing identifying numbers SCL 130890 through 130949, both inclusive.
UNIT PRICE OF RECONSTRUCTED EQUIPMENT:	\$4,261.667 per unit
TOTAL PRICE:	\$255,700.00 for all 60 units
OUTSIDE DELIVERY DATE:	August 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 \$342.42 each per unit of Equipment or an aggregate of \$20,545.20 for all 60 units.

TRUSTOR: Union Trust Company of Maryland
LESSEE: Seaboard Coast Line Railroad - Trust #17
LENDER: The Aetna Casualty and Surety Company