

SECOND AMENDMENT TO EQUIPMENT LEASE

THIS SECOND AMENDMENT TO EQUIPMENT LEASE dated as of November 1, 1972, between TRUST COMPANY FOR USL, INC., not in its individual corporate capacity but solely as Trustee under a Trust Agreement dated as of January 31, 1972 (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 January 31, 1972 (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 February 23, 1972 and has been assigned Recordation No. 6507; and

WHEREAS, the Lessor, the Lessee and the Agent have heretofore executed and delivered that certain First Amendment to Equipment Lease dated as of May 1, 1972 (the "First Amendment"); and

WHEREAS, the said First Amendment was filed for record in the Office of the Secretary of the Interstate Commerce Commission on June 27, 1972 and has been assigned Recordation No. 6507-A; 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, the Lessee and the Agent hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended as follows:

6507-B  
RECORDATION NO. \_\_\_\_\_ Filed & Recorded  
NOV 3 1972 9 59 AM

1. By amending Section 2.2 of the Equipment Lease, as amended, to read in its entirety as follows:

"2.2. The first installment of Fixed Rental for all items of Equipment delivered to and accepted by the Lessee in accordance with the provisions of Section 1.2 of this Lease shall be due and payable as follows:

<u>Items of Equipment Delivered and Accepted on or Prior to:</u>	<u>Date on Which First Installment Due</u>
June 15, 1972 (not to exceed 175 Items of Equipment)	June 30, 1972
October 16, 1972 (not to exceed 360 Items of Equipment)	November 1, 1972
February 15, 1973	March 1, 1973
May 31, 1973	June 15, 1973

The second through sixteenth installments of Fixed Rental for each Item of Equipment shall be due and payable semi-annually commencing six (6) calendar months after the respective first rent payment date for such Item of Equipment."

2. By amending Schedules A-4 and A-5 attached to the Lease, as amended, to substitute as the DESCRIPTION OF RECONSTRUCTED EQUIPMENT: "55-ton 40' single-door reconstructed cars bearing identifying numbers in the series SCL 12300 to 12577, both inclusive, SCL 13000 to 13284, both inclusive, and SCL 26000 to 26489" for "55-ton 40' single-door reconstructed cars bearing identifying numbers in the series SCL 12300 to 12499, both inclusive, SCL 13000 to 13284, both inclusive, and SCL 26000 to 26489".

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.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 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.

(CORPORATE SEAL)

TRUST COMPANY FOR USL, INC.,  
as Trustee under a Trust Agreement  
dated as of January 31, 1972

Attest:

Joanne L. Miller  
1972 Secretary

By Ben Manshardt  
Its President LESSOR

(CORPORATE SEAL)

SEABOARD COAST LINE RAILROAD COMPANY

Attest:

J. J. Williams  
Assistant Secretary

By Leonard S. Anderson  
Its Treasurer  
LESSEE

(CORPORATE SEAL)

UNITED STATES LEASING  
INTERNATIONAL, INC.

Attest:

Joanne L. Miller  
ASST. Secretary

By Frank C. Tolsey  
Its Vice President  
AGENT FOR LESSOR

STATE OF VIRGINIA )  
 ) SS  
CITY OF RICHMOND )

On this 2ND day of NOVEMBER, 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 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.

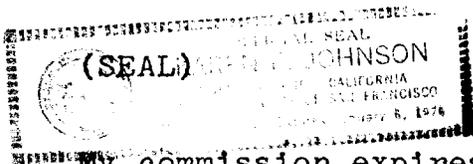
(SEAL)

J. H. Chapman  
Notary Public

My commission expires: NOV 21 1974

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

On this 30 day of October, 1972, 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 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.



My commission expires: NOV 21 1974

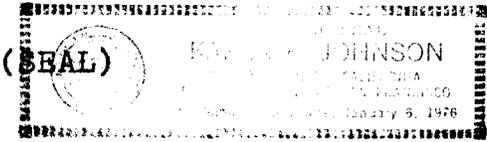
David A. Woolsey  
Notary Public

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

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On this 30 day of October, 1972, before me personally appeared BEN MAUSHARDT, to me personally known, who being by me duly sworn, says that he is the 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.



Kenneth Johnson  
Notary Public

My commission expires: \_\_\_\_\_ My Commission Expires January 6, 1976