



SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department
P. O. Box 27581
Richmond, Virginia 23261

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

September 1, 1978

8-254A170

RECORDATION NO. 8216-B Filed & Recorded 8-254BC40

Mr. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

SEP 11 1978 2 12 PM

INTERSTATE COMMERCE COMMISSION

SEP 11 1978
WASHINGTON, D.C.

Dear Mr. Homme:

I am enclosing for filing and recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, executed counterparts Nos. 1 through 4, inclusive, of Amendment No. 1 to Lease of Railroad Equipment dated as of December 5, 1975, filed with your Commission on February 18, 1976, at 2:10 p.m. and assigned Recordation No. 8216-B.

Such document provides by its terms that each counterpart shall be deemed an original and, accordingly, counterpart No. 1 should be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to Amendment No. 1 to Lease of Railroad Equipment

- (a) Lessor-Assignor - American Security Bank, N.A.,
15th Street and Pennsylvania Avenue, N.W.,
Washington, D. C. 20013
- (b) Lessees - Seaboard Coast Line Railroad Company,
3600 West Broad Street, Richmond, Virginia 23230,
and Louisville and Nashville Railroad Company,
908 West Broadway, Louisville, Kentucky 40201
- (c) Assignee - Metropolitan Life Insurance Company,
One Madison Avenue, New York, New York 10010
- (d) Trustors - Ford Motor Credit Company,
The American Road, Dearborn, Michigan 48121,
and United States Trust Company of New York,
45 Wall Street, New York, New York 10005

Handwritten signature

Handwritten signature

RECEIVED
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FEE OPERATION BR.
I.C.C. BR.

2. Description of equipment covered by Amendment No. 1
to Lease of Railroad Equipment

Identifying marks

"Ownership subject to a Security Agreement filed
under the Interstate Commerce Act, Section 20c"

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Designation</u>	<u>Number</u>	<u>Railroad Road Numbers</u>
Open top (coal) hopper cars	100-ton	HT	625	CRR 57132 and CRR 57176-57799, both inclusive

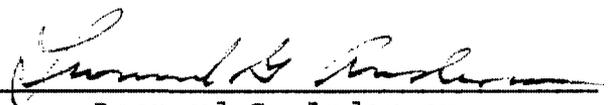
Counterparts Nos. 1 through 3 of the above-mentioned document should be returned to Mr. K. K. Hyers, 1000 Connecticut Avenue, N.W., Washington, D. C. 20036, acting on my behalf.

I am enclosing this company's voucher No. H12272 for \$10.00 made payable to the Commission covering the recordation fee for the above-mentioned Amendment.

Very truly yours,

SEABOARD COAST LINE RAILROAD COMPANY

By



Leonard G. Anderson
Vice President and Treasurer

AMENDMENT NO. 1 dated as of December 5, 1975, among SEABOARD COAST LINE RAILROAD COMPANY and LOUISVILLE AND NASHVILLE RAILROAD COMPANY (hereinafter collectively called "the Lessee"), AMERICAN SECURITY BANK, N.A. as successor in interest to AMERICAN SECURITY AND TRUST COMPANY, N.A. (hereinafter called "the Lessor"), METROPOLITAN LIFE INSURANCE COMPANY, FORD MOTOR CREDIT COMPANY and UNITED STATES TRUST COMPANY OF NEW YORK, to the Lease of Railroad Equipment dated as of December 5, 1975 (hereinafter call "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. The second paragraph of §9 of the Lease is hereby amended in its entirety to read as follows:

The Lessee agrees, for the benefit of the Lessor and the Vendor, to comply in all respects (including without limitation, with respect to the use, maintenance and operation of each Unit) with all applicable laws of the jurisdictions in which its operations involving the Units may extend, with the interchange rules of the Association of American Railroads and with all lawful rules of the United States Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Units, to the extent that such laws and rules affect the title, operation or use of the Units, and in the event that, prior to the expiration of the Lease or any renewal thereof, such laws or rules require any alteration, replacement, addition or modification of or to any part on any Unit, the Lessee will conform therewith at its own expense and the Lessor will have title thereto; provided, however, that with respect to any alteration, replacement, addition or modification of or to any part on any Unit which is not readily removable without causing material damage to the Unit required by such laws or rules (hereinafter called "Nonremovable Government Mandated Alterations"), the Lessee, at the Lessor's expense, will conform with such Nonremovable Government Mandated Alterations and lease such Nonremovable Government Mandated Alterations until the termination of this Lease upon the same terms and conditions as are herein specified at a rate which shall maintain the Lessor's net return under this Lease (computed on the same assumptions as utilized by the Lessor in originally evaluating the lease transaction). The Lessee, at its own cost and expense, may furnish other additions, modifications and improvements to the Units during the term of this Lease provided that such additions, modifications and improvements are readily removable without causing material damage to the Units. The additions, modifications and improvements made by the Lessee under the preceding sentence shall be owned by the Lessee and shall be removed by it upon the return of the Units pursuant to §14 hereof.

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INTERSTATE COMMERCE COMMISSION

B. §2 of the Lease is hereby amended by 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".

C. By its signature hereto, each of Ford Motor Credit Company and United States Trust Company of New York, as a party to the Trust Agreement dated as of December 5, 1975, among such companies and the Lessor, requests the Lessor to enter into this Amendment and approves the foregoing amendment.

D. By its signature hereto, Metropolitan Life Insurance Company, as Assignee under the Assignment of Lease and Agreement dated as of December 5, 1975, between such company and the Lessor, approves the foregoing amendment.

E. 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 *Thomas B. Anderson*
Vice President & Treasurer

[Corporate Seal]

Attest:

J. S. Williams
Assistant Secretary

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By *[Signature]*
Assistant Vice President

[Corporate Seal]

Attest:

W. D. Hoff
ATTESTING OFFICER

AMERICAN SECURITY BANK, N.A.

By *[Signature]*

[Corporate Seal]

Attest:

[Signature]

METROPOLITAN LIFE INSURANCE COMPANY

By *[Signature]*
Vice President

By *[Signature]*
Vice President - Investment
Counsel

[Corporate Seal]

Attest:

[Signature]

FORD MOTOR CREDIT COMPANY

By *[Signature]*
~~Leasing Representative~~
Managing Loan Officer

[Corporate Seal]

Attest:

[Signature]

UNITED STATES TRUST COMPANY OF NEW YORK

By *[Signature]*
Vice President

[Corporate Seal]

Attest:

[Signature]

DISTRICT OF COLUMBIA) ss.:

On this *4th* day of *AUGUST*, 1978, before me personally appeared *R. D. LARSON*, to me personally known, who, being by me duly sworn, says that he is Vice President of AMERICAN SECURITY BANK, N.A., 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.

Gregory M. Pheasant
Notary Public

(Notarial Seal)

My commission expires *6-30-81*.

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this 25th day of JULY, 1978, before me personally appeared SEAN P. SCHEFFNER, to me personally known, who, being by me duly sworn, says that he is Managing Loan Officer of FORD MOTOR CREDIT 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

LYNDA G. ZAMBROWSKI
Notary Public, Wayne County, Michigan
My Commission Expires February 23, 1980

COMMONWEALTH OF VIRGINIA,)
) ss.:
CITY OF RICHMOND,

On this 18TH day of AUGUST, 1978, before me personally appeared LEONARD G. ANDERSON, to me personally known, who, being by me duly sworn, says that he is Vice President and 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.


Notary Public

[Notarial Seal]

My commission expires APR 26 1982

