



RECORDATION NO. 10595-D Filed 1425

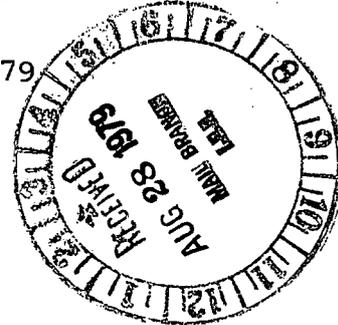
SEABOARD COAST LINE RAILROAD COMPANY

AUG 28 1979 - 3 50 PM

INTERSTATE COMMERCE COMMISSION
Treasury Department
P. O. Box 27581
Richmond, Virginia 23261

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

August 27, 1979



Leonard G. Anderson

Honorable Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mrs. Mergenovich:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303 executed counterparts Nos. 1 through 6 of an amendment dated July 15, 1979, to a Lease of Railroad Equipment and Assignment of Lease and Agreement, both dated as of May 1, 1979, filed with your Commission on July 6, 1979, at 3:40 p.m. and assigned Recordation No. 10595-B. Counterpart No. 2 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the amendment to Lease of Railroad Equipment

- (a) Lessor-Vendee - Trust Company for USL, Inc.,
P. O. Box 66011, AMF O'HARE, Chicago, Illinois 60666
- (b) Lessee - Seaboard Coast Line Railroad Company,
3600 West Broad Street, Richmond, Virginia 23230
- (c) Vendor - Mercantile-Safe Deposit and Trust Company,
P. O. Box 2258, Baltimore, Maryland 21203

2. Description of the equipment

Identifying marks

"Ownership Subject to a Security Agreement
filed with the Interstate Commerce Commission"

RECEIVED
AUG 28 3 44 PM '79
I.C.C.
FEE OPERATION BR.

9-240A040
AUG 28 1979
10.
ICC Washington, D.C.

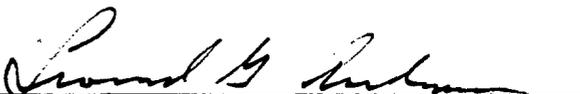
<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Design.</u>	<u>Number</u>	<u>SCL Road Numbers</u>
Covered cement phosphate hopper cars	77-ton	LO	400	203100-203499, inclusive

Counterparts Nos. 2 through 6 of the above mentioned document should be returned to Mr. A. L. Freed, representing the undersigned, 1000 Connecticut Avenue, N.W., Washington D. C. 20036.

I am enclosing this company's voucher for \$10.00 covering the recordation fee for the above mentioned document.

Yours very truly,

SEABOARD COAST LINE RAILROAD COMPANY

By 

Leonard G. Anderson
Vice President and Treasurer

8/28/79

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Leonard G. Anderson
Seaboard Coast Railroad Company
Treasury Department
P.O. Box 27581
Richmond, Virginia 23261

Dear Sir

The enclosed document (s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/28/79 at 3:50pm , and assigned re-
recording number (s). 10595-D

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 10595-D
Filed 1425
AUG 28 1979 - 3 50 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of
July 15, 1979, among SEABOARD COAST
LINE RAILROAD COMPANY (the "Lessee"),
TRUST COMPANY FOR USL, INC., as Trustee
(the "Lessor") and MERCANTILE-SAFE
DEPOSIT AND TRUST COMPANY, as Agent
(the "Vendor").

WHEREAS the Lessee and the Lessor have entered into
a Lease of Railroad Equipment dated as of May 1, 1979 (the
"Lease"); and

WHEREAS the Lessor and the Vendor have entered into
an Assignment of Lease and Agreement dated as of May 1, 1979,
(the "Lease Assignment"); and

WHEREAS the Lease and the Lease Assignment were
filed and recorded with the Interstate Commerce Commission
pursuant to 49 U.S.C. § 11303 on July 6, 1979, at 3:40 p.m.,
and were assigned recordation number 10595-B; and

WHEREAS the Lessee and the Lessor now desire to amend
the Lease;

NOW, THEREFORE, in consideration of the mutual co-
venants and agreements herein contained, and of other good and
valuable consideration, the receipt and sufficiency whereof
are hereby acknowledged, the parties hereto agree as follows:

1. The penultimate paragraph of Section 14 of the Lease is hereby deleted and restated in its entirety as follows:

"Without limiting the effect of any other provision of this indemnity, if, with respect to any Unit, there is any amendment to, or change in, the Code or any regulation promulgated thereunder or any state or local tax law which is enacted or adopted on or prior to July 15, 1980, with respect to such Unit and if such amendment or change impairs the privilege of the Lessor to file consolidated Federal, state and local income tax returns with corporations affiliated with it, or if such amendment changes the Federal, state or local rate of tax on taxable income of corporations, then the amounts of rentals and the Casualty Values under this Lease will be appropriately adjusted so that the Lessor's net return shall not be more or less than the net return that would have been realized by the Lessor if such amendment or change had not occurred; provided, however, that the rentals and Casualty Value percentages, as so adjusted, shall be sufficient to satisfy the obligations of the Lessor under the RCSA, notwithstanding any limitation of liability contained therein."

2. The Lease Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

3. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Section 15 of the Lease.

4. Except as amended hereby, the Lease and the Lease Assignment shall remain unaltered and in full force and effect.

5. This Amendment Agreement shall be governed and

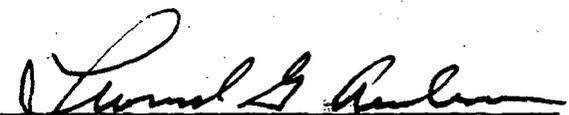
construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

6. This Amendment Agreement may be executed in several counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall execute a counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

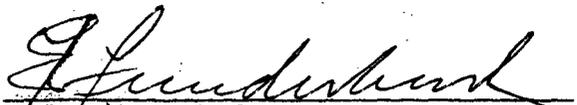
SEABOARD COAST LINE RAILROAD COMPANY,

by


Vice President and Treasurer

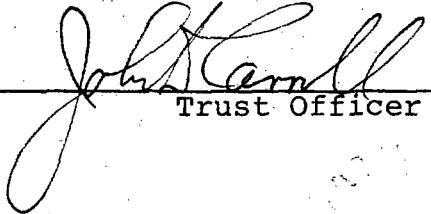
[Corporate Seal]

Attest:


Assistant Secretary

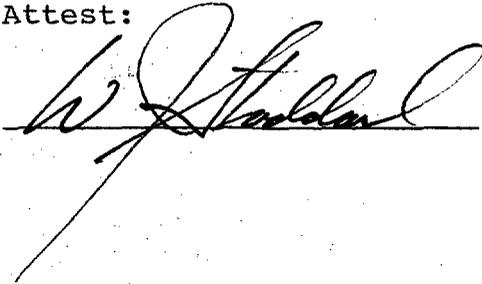
TRUST COMPANY FOR USL, INC.,
not in its individual capacity
but solely as Trustee as aforesaid,

by


Trust Officer

[Corporate Seal]

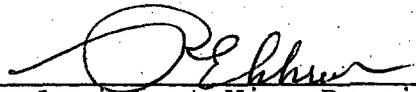
Attest:





MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, not in its individual
capacity but solely as Agent,

by


Assistant Vice President

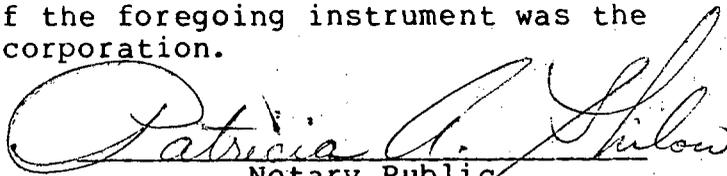
[Corporate Seal]

Attest:


ASSISTANT Corporate Trust
Officer

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this ^{27th} day of July 1979, before me personally appeared **R. E. SCHREIBER**, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST 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 7-1-82

