

AMENDMENT TO LEASE AGREEMENT

BETWEEN

TRACK ONE COMPANY

(hereunder called "Lessor"), and INTERSTATE COMMERCE COMMISSION

PICKENS RAILROAD COMPANY,

a South Carolina Corporation

(hereunder called "Lessee"),

dated May 1, 1974

7507-B
REC'D. NO. 11081
JUN 1 1974

Lessor and Lessee hereby amend that certain Lease Agreement between the parties dated May 1, 1974.

Paragraph 1 of the Lease Agreement is hereby modified to read as follows:

1. Lease of Cars. Lessor agrees to lease to Lessee and Lessee agrees to, and hereby does lease from Lessor, eighty-eight (88) fifty (50) foot, seventy (70) ton freight cars. The cars covered by this Lease are those which will be delivered to and accepted by Lessee pursuant to Paragraph 3. The cars shall be assigned Road Numbers PICK 55030 through PICK 55117, inclusive.

IN WITNESS WHEREOF, this Amendment to Lease Agreement has been duly executed this 10th day of May, 1974.

TRACK ONE COMPANY

BY: STERLING CAPITAL, LTD.

BY: John M. Sterling
President
(LESSOR)

ATTEST:

PICKENS RAILROAD COMPANY,
a South Carolina Corporation

[Signature]
Secretary

BY: [Signature]
Chairman of the Board
(LESSEE)

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

On this 10th day of May, 1974, before me personally appeared John M. Sterling, Jr., to me personally known, who, being duly sworn, says that he is the President of Sterling Capital, Ltd., the General Partner of Track One Company, the Owner of the railroad cars described in the foregoing instrument and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Richard B. Wood (L.S.)
Notary Public for South Carolina

My Commission Expires: 5/6/81

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

On this 10th day of May, 1974, before me personally appeared F. E. Haag, to me personally known, who, being by me duly sworn, says that he is Chairman of the Board of Pickens Railroad Company, and C. T. Wyche, to me personally known, who, being by me personally sworn, says that he is the Secretary of said Corporation, 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Richard B. Wood (L.S.)
Notary Public for South Carolina

My Commission Expires: 5/6/81