

Interstate Commerce Commission  
Washington, D. C.

8688-A  
RECORDATION NO. 8688-A Filed & Recorded  
MAY 24 1977 10 00 AM  
I.C.C.  
FEE OF OPERATION BR.

Gentlemen:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of Section 20(c) of the Interstate Commerce Act, as amended, are the original and two counterparts of a First Amendment to Equipment Lease dated as of April 15, 1977.

The original Lease was filed with the Interstate Commerce Commission on February 14, 1977 and assigned Recordation No. 8688.

7-104A020

A general description of the railroad rolling stock covered by the enclosed documents is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

~~Don MAY 24 1977~~  
Fee \$ 10  
ICC Washington, D. C.

Lessor under First  
Amendment to Equip-  
ment Lease:

Trust Company for USL, Inc.,  
as Trustee  
1211 West 22nd Street  
Oak Brook, Illinois 60521

Lessee under First  
Amendment to Equip-  
ment Lease:

The B. F. Goodrich Company  
500 South Main Street  
Akron, Ohio 44318

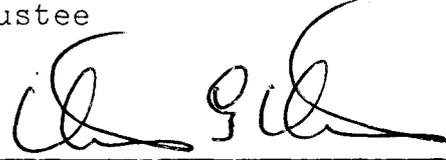
The undersigned is Lessor under the First Amendment to Equipment Lease and has knowledge of the matters set forth therein.

Please return the original of the First Amendment to Equipment Lease to Robert C. Nash, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

TRUST COMPANY FOR USL, INC.,  
as Trustee

By   
Lessor as aforesaid

Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

5/24/77

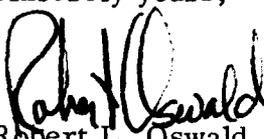
OFFICE OF THE SECRETARY

Robert C. Nash  
Chapman & Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **5/24/77** at **10:00am**, and assigned recordation number(s) **8688-A & 8889**

Sincerely yours,

  
Robert L. Oswald  
Secretary

Enclosure(s)

SE-30  
(5/76)

SCHEDULE A

MANUFACTURER: ACF Industries, Inc.

DESCRIPTION OF EQUIPMENT: 95 100-ton covered hopper cars with roller bearings bearing The B. F. Goodrich Company identifying numbers BFGX 1000 to 1094, both inclusive

SPECIFICATIONS: Per Purchase Order No. 22-01-70157

ESTIMATED UNIT PURCHASE PRICE: \$33,000 per Item of Equipment

ESTIMATED TOTAL UNIT PURCHASE PRICE: \$3,135,000 for all 95 Items of Equipment

UNIT PURCHASE PRICE: \$31,650 per Item of Equipment or the price per Item set forth in the invoice (in no event to exceed the estimated unit purchase price) delivered by the Manufacturer on the date on which an Item is to be paid for pursuant to the Acquisition Agreement if such invoice is in fact delivered

LINING PURCHASE PRICE: \$1,385 per Item of Equipment

TOTAL LINING PURCHASE PRICE: \$131,575 for all 95 Items of Equipment

OUTSIDE DELIVERY DATE: April 15, 1977

DELIVER TO: The B. F. Goodrich Company (as designated by the Railroad)

FIXED RENTAL PAYMENTS: Eighteen (18) semiannual rental payments in arrears each equal to 3.65388% of the aggregate Purchase Price (the Unit Purchase Price plus the Lining Purchase Price) of each Item of Equipment, followed by thirty-two (32) semiannual rental payments in arrears each equal to 4.46504% of such aggregate Purchase Price of such Item of Equipment

RECORDATION NO. *8688-A* Filed & Recorded

MAY 24 1977 - 10 00 AM

INDIANIA COMMERCE COMMISSION

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FIRST AMENDMENT TO EQUIPMENT LEASE

Dated as of April 15, 1977

Between

TRUST COMPANY FOR USL, INC., as Trustee,

as Lessor

and

THE B. F. GOODRICH COMPANY,

as Lessee

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(B. F. Goodrich Trust No. 1)

## FIRST AMENDMENT TO EQUIPMENT LEASE

FIRST AMENDMENT dated as of April 15, 1977, between TRUST COMPANY FOR USL, INC., not individually but solely as Trustee under a Trust Agreement dated as of December 31, 1976 (the "Lessor") and THE B.F. GOODRICH COMPANY, a New York corporation (the "Lessee").

### RECITALS

A. The Lessor and the Lessee have heretofore entered into an Equipment Lease dated as of December 31, 1976 (the "Lease") providing for the lease and delivery by the Lessor to the Lessee of ninety-five (95) 100-ton covered hopper cars (the "Equipment") more fully described in the Lease; and

B. The Lease was filed for record in the Office of the Secretary of the Interstate Commerce Commission on February 14, 1977 at 12:35 P.M. and has been assigned Recordation No. 8688.

C. The Lessor and the Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor and the Lessee hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended as follows:

1. Section 2.1(b) of the Lease shall be amended to read in its entirety as follows:

"(b) Interim Rental. For each Item of Equipment, an amount per day (the "Interim Rental") equal to 0.0232639% of the Purchase Price thereof (as set forth in Schedule A hereto) for the period, if any, from the date of settlement for such Item of Equipment, to, but not including May 6, 1977 (the "Term Lease Commencement Date")."

2. The first paragraph of Section 2.2 of the Lease shall be amended to read in its entirety as follows:

"2.2. Rent Payment Dates. The installment of Interim Rental for each Item of Equipment shall be due and payable on the Term Lease Commencement Date. The installments of Fixed Rental for all Items of Equipment shall be due and payable on the sixth day of May and November in each year commencing November 6, 1977 to and including May 6, 2002."

3. Schedule A attached to this First Amendment shall be substituted for Schedule A attached to the Lease as originally executed.

4. Schedule B attached to this First Amendment shall be substituted for Schedule B attached to the Lease as originally executed.

5. Schedule C attached to this First Amendment shall be substituted for Schedule C attached to the Lease as originally executed.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the "Equipment Lease dated as of December 31, 1976" or the "Lease dated as of December 31, 1976" without making specific reference to this First Amendment but nevertheless all such references shall be deemed to include this First Amendment unless the context shall otherwise require.

The First Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be duly executed all as of the day and year first above written.

TRUST COMPANY FOR USL, INC., not individually but solely as Trustee under B. F. Goodrich Trust No. 1

[SEAL]

By Richard A. Coy  
~~Trust Officer~~  
Vice President LESSOR

Attest:  
[Signature]  
~~Trust Officer~~  
Secretary

THE B. F. GOODRICH COMPANY

[SEAL]

By [Signature]  
Vice President LESSEE

*See  
page 4*

Attest:  
V.W. Benson  
Assistant Secretary

*California*  
STATE OF ~~ILLINOIS~~ )  
*San Francisco* ) ss  
COUNTY OF ~~DU PAGE~~ )

On this *28<sup>th</sup>* day of *April*, 1977, before me personally appeared *Richard A. Logan*, to me personally known, who being by me duly sworn, says that he is a *Vice President* ~~Trust Officer~~ 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.

[Seal]

*Sylvia P. Ferron*

My commission expires: *Nov. 20, 1977*

STATE OF OHIO )  
 ) ss  
COUNTY OF SUMMIT )

On this *4<sup>th</sup>* day of *May*, 1977, before me personally appeared *W. D. Woodruff* to me personally known, who being by me duly sworn, says that he is a *Vice President* of THE B. F. GOODRICH 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]

*Hattie M. Hutchinson*

My commission expires:

HATTIE M. HUTCHINSON  
Notary Public, Summit County, Ohio  
My Commission Expires Nov. 14, 1978

SCHEDULE A

MANUFACTURER: ACF Industries, Inc.

DESCRIPTION OF EQUIPMENT: 95 100-ton covered hopper cars with roller bearings bearing The B. F. Goodrich Company identifying numbers BFGX 1000 to 1094, both inclusive

SPECIFICATIONS: Per Purchase Order No. 22-01-70157

PURCHASE PRICE: 25 Items bearing identifying numbers BFGX 1000 through 1024, inclusive-- \$33,236.368 per Item

25 Items bearing identifying numbers BFGX 1041 through 1061, inclusive, 1069, 1072, 1073, 1082--\$33,395.86 per Item

25 Items bearing identifying numbers BFGX 1028, 1031, 1033, 1034, 1036 through 1040, inclusive, 1062, 1064, 1065, 1068, 1070, 1074 through 1080, inclusive, 1088 through 1090, inclusive, and 1094--\$33,425.37 per Item

20 Items bearing identifying numbers BFGX 1025, 1026, 1027, 1029, 1030, 1032, 1035, 1063, 1066, 1067, 1071, 1081, 1083, 1084, 1085, 1086, 1087, 1091 through 1093, inclusive-- \$33,458.07 per Item

TOTAL UNIT PURCHASE PRICE: \$3,170,601.39 for all 95 Items of Equipment

OUTSIDE DELIVERY DATE: April 30, 1977

DELIVER TO: The B. F. Goodrich Company (as designated by the Railroad)

FIXED RENTAL PAYMENTS: Eighteen (18) semiannual rental payments in arrears each equal to 3.65388% of the aggregate Purchase Price (the Unit Purchase Price plus the Lining Purchase Price) of each Item of Equipment, followed by thirty-two (32) semiannual rental payments in arrears each equal to 4.46504% of such aggregate Purchase Price of such Item of Equipment

SCHEDULE OF CASUALTY VALUE

CASUALTY VALUE: The following per cent of Purchase Price to the Lessor of an Item of Equipment, including all taxes, lining and delivery charges, is to be paid on a Fixed Rental payment date pursuant to Section 11.3 of the Equipment Lease as the result of an Item becoming the subject of a Casualty Occurrence, depending upon when the Casualty Value is paid:

<u>Interim Rental or Fixed Rental Payment Date on which Casualty Value is Paid (Payment in Addition to Rent Payment)</u>	<u>Casualty Value Payable Per Item [in addition to Fixed Rental payment for such Item due on such date]</u>
May 6, 1977	104.1929
November 6, 1977	105.9859
May 6, 1978	107.8466
November 6, 1978	109.0766
May 6, 1979	109.8347
November 6, 1979	110.4902
May 6, 1980	110.8836
November 6, 1980	111.1600
May 6, 1981	111.2296
November 6, 1981	111.1505
May 6, 1982	110.8708
November 6, 1982	110.4558
May 6, 1983	109.8525
November 6, 1983	109.1325
May 6, 1984	108.3103
November 6, 1984	107.4236
May 6, 1985	106.4543
November 6, 1985	105.4267
May 6, 1986	104.3243
November 6, 1986	102.3587
May 6, 1987	100.2990
November 6, 1987	98.1767
May 6, 1988	95.9742
November 6, 1988	93.7234
May 6, 1989	91.4103
November 6, 1989	89.0443
May 6, 1990	86.6172
November 6, 1990	84.1414
May 6, 1991	81.6103
November 6, 1991	79.0262
May 6, 1992	76.3869
November 6, 1992	73.6856

SCHEDULE B

(B.F. Goodrich Trust No. 1)

<u>Interiam Rental or Fixed Rental Payment Date on which Casualty Value is Paid (Payment in Addition to Rent Payment)</u>	<u>Casualty Value Payable Per Item [in addition to Fixed Rental Payment for such Item due on such date]</u>
May 6, 1993	70.9353
November 6, 1993	68.1819
May 6, 1994	65.4422
November 6, 1994	62.7136
May 6, 1995	60.0105
November 6, 1995	57.3304
May 6, 1996	54.6896
November 6, 1996	52.0979
May 6, 1997	49.6018
November 6, 1997	47.1593
May 6, 1998	44.6264
November 6, 1998	41.9714
May 6, 1999	39.2213
November 6, 1999	36.3412
May 6, 2000	33.3568
November 6, 2000	30.2327
May 6, 2001	26.9943
November 6, 2001	23.6058
May 6, 2002 and during storage	20.0000

SCHEDULE OF TERMINATION VALUE

TERMINATION VALUE: The following per cent of Purchase Price to the Lessee of an Item of Equipment, including all taxes, lining and delivery charges is to be paid on a Fixed Rental payment date pursuant to Section 11.4 of the Equipment Lease as the result of an Item becoming economically unserviceable, depending upon when the Termination Value is paid:

<u>Interim Rental or Fixed Rental Payment Date on which Termination Value is Paid (Payment in Addition to Rent Payment)</u>	<u>Termination Value Payable Per Item [in addition to Fixed Rental payment for such Item due on such date]</u>
May 6, 1987	100.2990
November 6, 1987	98.1767
May 6, 1988	95.9742
November 6, 1988	93.7234
May 6, 1989	91.4103
November 6, 1989	89.0443
May 6, 1990	86.6172
November 6, 1990	84.1414
May 6, 1991	81.6103
November 6, 1991	79.0262
May 6, 1992	76.3869
November 6, 1992	73.6856
May 6, 1993	70.9353
November 6, 1993	68.1819
May 6, 1994	65.4422
November 6, 1994	62.7136
May 6, 1995	60.0105
November 6, 1995	57.3304
May 6, 1996	54.6896
November 6, 1996	52.0979
May 6, 1997	49.6018
November 6, 1997	47.1593
May 6, 1998	44.6264
November 6, 1998	41.9714
May 6, 1999	39.2213
November 6, 1999	36.3412
May 6, 2000	33.3568
November 6, 2000	30.2327
May 6, 2001	26.9943
November 6, 2001	23.6058
May 6, 2002 and during storage	20.0000

SCHEDULE C

( B.F. Goodrich Trust No.1)