

CRAVATH, SWAINE & MOORE

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CABLE ADDRESSES

CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

RECORDATION NO. 10875-I Filed 1425

MAY 21 1981 - 11 25 AM

INTERSTATE COMMERCE COMMISSION

1-141A018
No.
Date MAY 21 1981
Fee \$..10.00
ICC Washington, D. C.

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*Mrs. Lee -
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10875-F
we think.
But please
check*

Seaboard Coast Line Railroad Company
Reconstruction and Conditional Sale Financing Dated as of
June 1, 1979

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, enclosed for filing and recordation on behalf of Seaboard Coast Line Railroad Company are counterparts of an Amendment Agreement No. 2 dated as of April 1, 1981, between Seaboard Coast Line Railroad Company and The Connecticut Bank and Trust Company, as Trustee, amending the following documents:

(a) a Reconstruction and Conditional Sale Agreement dated as of June 1, 1979, between La Salle National Bank, as Agent, Seaboard Coast Line Railroad Company and The Connecticut Bank and Trust Company, as Trustee, filed under Recordation No. 10875 on October 10, 1979;

(b) a Transfer Agreement dated as of June 1, 1979, between The Connecticut Bank and Trust Company, as Trustee, and La Salle National Bank, as Agent, filed under Recordation No. 10875-A on October 10, 1979;

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REGISTRATION BR.

Countersigned - B. B. [Signature]

(c) a Lease of Railroad Equipment dated as of June 1, 1979, between Seaboard Coast Line Railroad Company and The Connecticut Bank and Trust Company, as Trustee, filed under Recordation No. 10875-B on October 10, 1979; and

(d) a Hulk Purchase Agreement dated as of June 1, 1979, between The Connecticut Bank and Trust Company, as Trustee, and Seaboard Coast Line Railroad Company, filed under Recordation No. 10875-D on October 10, 1979.

The addresses of the parties to the above documents are:

Seaboard Coast Line Railroad Company
500 Water Street
Jacksonville, Florida 32202.

La Salle National Bank
135 South LaSalle Street
Chicago, Illinois 60690

The Connecticut Bank and Trust Company
One Constitution Plaza
Hartford, Connecticut 06115.

Please file and record the Amendment Agreement and index it under the names of the above parties.

The Equipment covered by the Amendment Agreement is described in Schedule A to the Amendment Agreement.

Enclosed also is our check in the amount of \$10 for the required recordation fee. Please stamp all copies of the enclosed document with your recordation number, retain one copy for your files and return the remaining copies to me.

Thank you for your assistance.

Sincerely,


Jeffrey M. Stein

As Agent for Seaboard Coast Line
Railroad Company

Ms. Agatha Mergenovich,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Jeffrey M. Stein
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N. Y. 10005

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 5/21/81 at 11:25AM, and assigned re-
recording number(s). 10875-1

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

*NS Member
changed*

Revised Casualty Schedule

RECORDATION NO. 10875-I Filed 1425

MAY 21 1981 -11 25 AM

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INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 2 dated as of April 1, 1981, between SEABOARD COAST LINE RAILROAD COMPANY (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of June 1, 1979, with Twenty-Second HFC LEASING CORPORATION (the "Owner").

[CS&M Ref. 2043-929]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of June 1, 1979 (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 10, 1979, under recordation number 10875-B.

In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals and the Casualty Values payable thereunder as follows:

1. The number "6.283667" in line 16 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "6.331565" is hereby substituted therefor.

2. Schedule B to the Lease is hereby deleted and Exhibit 1 attached to this Amendment is hereby substituted therefor.

*car
NS Member
changed*

3. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

5. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to

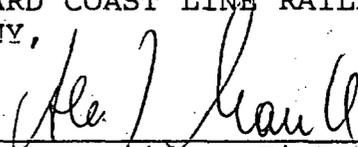
49 U.S.C. § 11303.

6. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

SEABOARD COAST LINE RAILROAD COMPANY,

by



Sr. Vice President-Finance

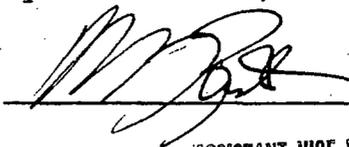
[Corporate Seal]

Attest:


Assistant Secretary

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee,

by



ASSISTANT VICE PRESIDENT

[Corporate Seal]

Attest:


AUTHORIZED OFFICER

STATE OF ~~OHIO~~ Fla)
) ss.:
COUNTY OF ~~CUYAHOGA~~,)

On this 11 day of May, 1981, before me personally appeared Alex J. Mandl, to me personally known, who, being by me duly sworn, says that he is a Vice President and ~~Treasurer~~ of Seaboard Coast Line Railroad Company, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that 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.

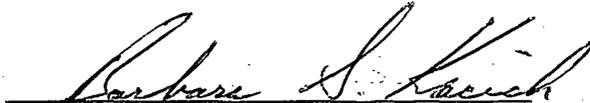

Notary Public

[Notarial Seal]

My Commission expires 11/15/81

STATE OF CONNECTICUT,)
) ss.:
COUNTRY OF HARTFORD,)

On this 24th day of May, 1981, before me personally appeared MICHAEL J. RISTER, to me personally known, who, being by me duly sworn, says that he is ASSISTANT VICE PRESIDENT of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, 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

BARBARA S. KACICH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1982

Lease of Railroad Equipment

SCHEDULE B

Revised Casualty Value Percentage Schedule

Table 1

<u>Rental Payment Date</u>	<u>Percentage</u>
7/1/80	97.2508%
1/1/81	95.8338
7/1/81	94.0701
1/1/82	92.0787
7/1/82	89.8669
1/1/83	87.4414
7/1/83	84.8029
1/1/84	81.9624
7/1/84	78.9142
1/1/85	75.6758
7/1/85	72.2346
1/1/86	68.6136
7/1/86	64.7940
1/1/87	60.8054
7/1/87	56.6236
1/1/88	52.2865
7/1/88	47.7646
1/1/89	43.1046
7/1/89	38.2714
1/1/90	33.3219
7/1/90 (and for any applicable period, including any storage period, thereafter)	27.2500

Schedule B

Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Purchase Price set forth below:

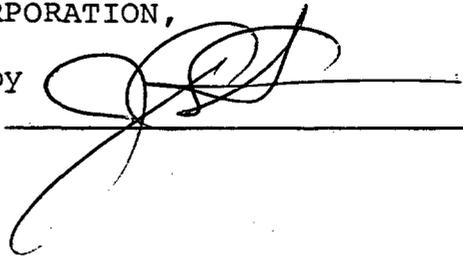
<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	11.7888%
Fifth	7.8592%
Seventh	3.9296%

Request of the Owner

Pursuant to Section 8.01 of the Trust Agreement dated as of June 1, 1979, between Twenty-Second HFC Leasing Corporation, a Delaware corporation, and The Connecticut Bank and Trust Company, a Connecticut banking corporation, the Owner hereby requests that the Lessor enter into the Amendment Agreement No. 2 and hereby authorizes the Lessor to execute and deliver said Amendment.

TWENTY-SECOND HFC LEASING
CORPORATION,

by



A handwritten signature in dark ink is written over a horizontal line. The signature is stylized and appears to consist of the initials 'J.S.' followed by a long horizontal stroke.

Consent of Vendor

Pursuant to Paragraph 3 of the Assignment of Lease and Agreement dated as of June 1, 1979, between The Connecticut Bank and Trust Company, a Connecticut banking corporation, and La Salle National Bank, a national banking association, the Vendor hereby consents to the foregoing Amendment Agreement No. 2 and hereby authorizes the Lessor to execute and deliver said Amendment.

LA SALLE NATIONAL BANK,

by


Assistant Vice President