

SUPPLEMENT

REGISTRATION NO. 13240-1B
1425

OCT 8 1985 - 3 30 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT, made this 1st day of October, 1985, to Leasing Agreement dated as of September 18, 1981, between Lloyds International Leasing Limited ("Lessor") and Seaboard System Railroad, Inc. ("Lessee"), successor corporation to Seaboard Coast Line Railroad Company.

WHEREAS, Lessor and Lessee have entered into the above-mentioned Leasing Agreement, which was filed with the Interstate Commerce Commission on September 18, 1981, and assigned Recordation Number 13240; and

WHEREAS, boxcars bearing road numbers SCL95709 and 95732, which were subject to said Leasing Agreement, were destroyed and declared casualties; and

WHEREAS, the Lessor and Lessee desire to include additional equipment in substitution for the destroyed equipment;

NOW, THEREFORE, the Lessor and Lessee do hereby agree that two (2) boxcars, bearing road numbers SBD165005 and SBD165006, which have been sold by the Lessee to the Lessor pursuant to a Bill of Sale which is attached hereto as Exhibit "A", shall be leased by the Lessor to the Lessee in accordance with the terms and conditions of the Leasing Agreement dated as of September 18, 1981.

IN WITNESS WHEREOF, the Lessee has executed this instrument as of the date first above written.

SEABOARD SYSTEM RAILROAD, INC.

By: J. H. Snyder

Vice President-Treasurer

ATTEST:

[Signature]
Assistant Secretary

[Corporate Seal]

BILL OF SALE

To Purchaser: Lloyds International Leasing, Limited
40-66 Queen Victoria Street
London EC4P4EL
England

Seaboard System Railroad, Inc. ("Seller"), in consideration of the payment of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, sells and transfers to you, as purchaser named above, all of Seller's right, title and interest in and to two (2) 100-ton boxcars bearing road numbers SBD165005 and 165006, and (the "Equipment"), to have and to hold the same unto you, your successors and assigns forever.

Warranties

The Seller warrants that the Seller has not done, or knowingly suffered to be done, anything whereby the Equipment has been encumbered in any way whatsoever.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed in its name by a duly authorized representative, this 1st day of October, 1985.

SEABOARD SYSTEM RAILROAD, INC.

By: A. L. Soper

Title: Vice President-Treasurer

[Corporate Seal]