



SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department
P. O. Box 27581
Richmond, Virginia 23261

RECORDATION NO. 9244-C Filed 1425

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

January 4, 1980 **JAN 7 1980-3 05 PM**
105666 INTERSTATE COMMERCE COMMISSION

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

No. 0-007A049
Date JAN 7 1980
Fee \$ 10.00
ICC Washington, D. C.

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 Amendment No. 1 dated as of October 1, 1979 to Equipment Lease dated as of January 1, 1978, filed with your Commission on February 21, 1978, at 3:40 p.m. and assigned Recordation No. 9244-A.

1. Names and addresses of the parties to the Amendment

- (a) Lessor - Trust Company for USL, Inc.,
1211 West 22nd Street, Oak Brook, Illinois 60521
- (b) Lessee - Seaboard Coast Line Railroad Company,
3600 West Broad Street, Richmond, Virginia 23230

2. Description of the equipment

Identifying marks

"Owned By and Leased From a Bank or Trust Company, as Trustee, and Subject to a Security Agreement Filed Under the Interstate Commerce Act, Section 20c"

Handwritten signatures and initials on the left margin.

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Design.</u>	<u>Number</u>	<u>SCL Road Numbers</u>
Box Cars	50' 55-ton	XM and XL	250	28300-28549, incl.

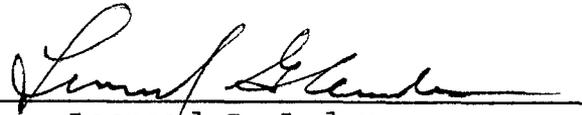
3. Counterparts Nos. 2 through 6 of the above mentioned document should be returned to Mr. K. K. Hyers, P. O. Box 27581, Richmond, Virginia 23261.

I am enclosing this company's voucher in the amount of \$10.00 made payable to the Commission covering the recordation fee for the above mentioned Amendment No. 1.

Very truly yours,

SEABOARD COAST LINE RAILROAD COMPANY

By



Leonard G. Anderson

Vice President and Treasurer

Interstate Commerce Commission
Washington, D.C. 20423

1/7/80

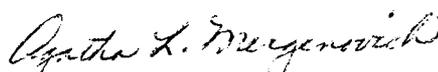
OFFICE OF THE SECRETARY

Leonard G. Anderson
Vice President-Treasurer
Seaboard Coast Line RR.Co.
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 1/7/80 at 3:05pm , and assigned re-
recording number(s). 9244-C

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 9244-C Filed 1425

JAN 7 1980 - 3 05 PM

COUNTERPART NO. 1 OF
6 COUNTERPARTS.

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 TO EQUIPMENT LEASE

AMENDMENT NO. 1 dated as of October 1, 1979 (the "Amendment Agreement") to EQUIPMENT LEASE dated as of January 1, 1978 between TRUST COMPANY FOR USL, INC., an Illinois trust company as trustee (the "Lessor") under a Trust Agreement dated as of January 1, 1978 with NEMLC Leasing Associates No. 1, a Massachusetts limited partnership (the "Trustor"), providing for the creation of the trust known as Seaboard Coast Line Trust No. 27, and SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (the "Lessee").

The Lessor and the Lessee having heretofore entered into the Lease, now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Subsection 2.2 of Section 2 of the Lease (which appears on the 43rd through 45th lines on page 2 and the 1st through 51st lines on page 3 of the Lease) is deleted in its entirety.

2. Subparagraph 2.4(c)(ii) of Section 2 of the Lease (which appears on the 37th through 41st lines on page 4 of the Lease) is amended in its entirety to read as follows:

"(ii) the balance thereof equal to 0.34829% of the Total Cost to be paid by wire transfer to New England Merchants National Bank, 28 State Street, Boston, Massachusetts for the account of NEMLC Leasing Associates No. 1, Account No. 2010-5201;"

3. Subparagraph 2.4(d)(ii) of Section 2 of the Lease (which appears on the 12th through 16th lines on page 5 of the Lease) is amended in its entirety to read as follows:

"(ii) the balance thereof equal to 1.10054% of the Total Cost to be paid by wire transfer to New England Merchants National Bank, 28 State Street, Boston, Massachusetts for the account of NEMLC Leasing Associates No. 1, Account No. 2010-5201;"

4. The definition of "FIXED RENTAL" (which appears on the 18th through 21st lines on SCHEDULE A to the Lease) is amended in its entirety to read as follows:

"FIXED RENTAL: Sixteen (16) semiannual installments each in an amount equal to 6.408% of the Total Cost of each Item of Equipment."

5. Schedule C-2 to the Lease is deleted in its entirety.

6. Annex 1 to Schedule C-2 to the Lease is deleted in its entirety.

7. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment Agreement may refer to the "Equipment Lease" dated as of January 1, 1978" without making specific reference to this Amendment Agreement, but nevertheless all such references shall be deemed to include this Amendment Agreement unless the context shall otherwise require.

8. This Amendment Agreement shall be construed in connection with and as a part of the Lease, and all terms, conditions and covenants contained in the Lease, except as herein modified, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Amendment Agreement to be executed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

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

By *Hesa Wakeman*
Vice President

[Corporate Seal]

Attest:

[Signature]
Assistant Secretary

SEABOARD COAST LINE RAILROAD
COMPANY,

By *Samuel H. Anderson*
Vice President & Treasurer

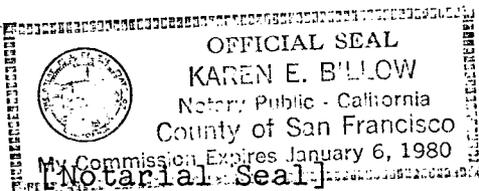
[Corporate Seal]
Attest:

J. H. Chapman
Assistant Secretary

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO)

On this 18 day of December, 1979, before me personally appeared Desa Wakeman, to me personally known, who, being by me duly sworn, says that she is Vice President 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 she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Karen E. Billow
Notary Public



My Commission expires:
My Commission Expires January 6, 1980

