

Catherine Stiglich
Vice President

The CIT Group/
Capital Equipment Financing, Inc
1211 Avenue of the Americas
New York, NY 10036
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3-183A047



RECORDATION NO. 18278-A
FILED 1993

JUL 2 1993 3:25 PM

INTERSTATE COMMERCE COMMISSION

July 1, 1993

Mrs. Mildred Lee
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Room 2303
Washington, DC 20423

Re: Lease of Railroad Equipment
Between Santee Cooper and
The CIT Group/Equipment Financing, Inc.
Dated as of November 4, 1992

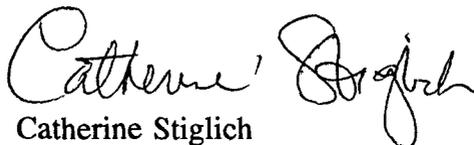
JUL 2 3 16 PM '93
MOTOR OPERATING UNIT

Dear Mrs. Lee:

Enclosed please find two originally executed and notarized First Amendments to the above referenced lease, dated as of January 13, 1993. The original lease was filed on June 28, 1993 at 12:05 p.m. and bears Recordation No. 18278. I request that you record the enclosed lease amendment and have enclosed check in the amount of \$16.00 to cover the filing fee.

Please return one copy of the stamped recorded amendments to the address noted above. Should you require any additional information, please call me at (212) 536-9440.

Very truly yours,


Catherine Stiglich

CS:tp

Interstate Commerce Commission

Washington, D.C. 20423

7/7/93

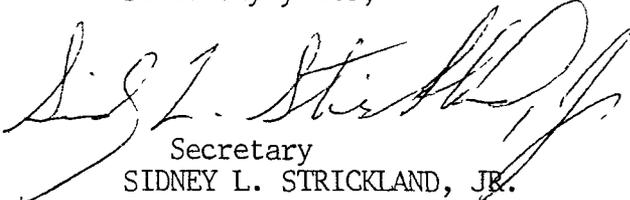
OFFICE OF THE SECRETARY

Catherine Stiglich
The CIT Group
Capital Equipment Financing, Inc.
1211 Avenue of the Americas
New York, New York 10036

Dear **Sirs:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on ~~18278-A~~ **7/7/93** at **3:16PM**, and assigned recordation number(s). **18278-A**

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

AMENDMENT NO. 1

JUL 2 1993 3:25 PM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 (the "Amendment") to the Lease of Railroad Equipment dated as of November 4, 1992 (the "Lease") between THE CIT GROUP/EQUIPMENT FINANCING, INC. ("Lessor") and SANTEE COOPER ("Lessee") is made as of January 13th, 1993 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease pursuant to which ninety (90), 100 ton, 4,000 cubic foot capacity, open top hopper railcars, more fully described in Annex A to the Lease (the "Unit(s)"), were leased by Lessor to Lessee.
- B. The parties desire to (1) add ten (10), 100 ton, 4,000 cubic foot capacity, open top hopper railcars to the Lease, (2) extend the Term of the Lease for the Units, and (3) to change the rent for the Units.
- C. The parties also desire to reduce the number of days that elapse between the date any Unit is received at a repair shop for maintenance services for which Lessor is responsible and of which Lessee has notified Lessor and the date on which rental abatement becomes effective for such Unit.
- D. The parties desire to amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to amend the Lease as follows:

1. All terms defined in the Lease shall have the meanings defined therein when used in this Amendment.
2. This Amendment shall become effective on the date of its full execution by both parties.
3. Effective January 16, 1993, the Term of the Lease for the Units shall be extended through ("Extended Term"). All references to "Term of this Lease" in the Lease shall be deemed to include the Extended Term.
4. Effective January 16, 1993, Lessee shall pay to Lessor as rent for each Unit per Unit per month.
5. Effective January 16, 1993, Annex A to the Lease is replaced by Annex A.1. and all references to Annex A in the Lease shall be deemed to be Annex A.1.
6. Effective January 16, 1993, the first sentence of Paragraph 6 of Section 8 of the Lease shall be replaced by the following:

"Lessee shall be entitled to abate rent for any Unit requiring maintenance services that are the Lessor's responsibility seven (7) days after receipt of such Unit at the shop authorized by Lessor, provided that Lessee has notified Lessor prior to the time such Unit is routed to shop."

7. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
8. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, Lessor and Lessee, each pursuant to due corporate authority, has caused this Amendment to be executed by its authorized representative, and each of the undersigned hereto declare that the foregoing is true and correct and was executed on the date indicated below its signature.

THE CIT GROUP/
EQUIPMENT FINANCING, INC.

SANTEE COOPER

By: Catherine Strigoda
Title: Asst Vice President
Date: January 20, 1993

By: [Signature]
Title: Executive Vice President
Date: January 13, 1993

STATE OF NEW YORK)
) S
COUNTY OF NEW YORK)

On this 20th day of January, 1993, before me personally appeared Catherine Stylich, to me personally known, who, being by me duly sworn, says that she is Asst. Vice President of **THE CIT GROUP/EQUIPMENT FINANCING, INC.**, that said instrument was signed and sealed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marian Valitzky
Notary Public

My Commission Expires: MARIAN VALITZKY
Notary Public, State of New York
No. 31-4771372
Qualified in New York County
Commission Expires 2-3-94

[Notarial Seal]

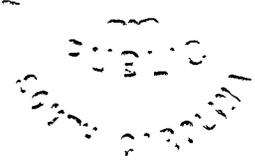
STATE OF SOUTH CAROLINA)
) S
COUNTY OF BERKELEY)

On this 5th day of January, 1993, before me personally appeared T. Graham Edwards, to me personally known, who, being by me duly sworn, says that he is Executive Vice President of **SANTEE COOPER**, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Linda M. Barrineau
Notary Public

My Commission Expires: My Commission Expires July 5, 2000

[Notarial Seal]



ANNEX A.1.

to

Lease of Railroad equipment between The CIT Group/Equipment
Financing, Inc., and Santee Cooper
dated as of November 4, 1992, as amended

Equipment Description:

One hundred (100), 4,000 cubic foot, 100-ton, three-pocket, roller bearing, rotary coupled, open top coal hopper railcars; built by Bethlehem Steel Corporation in 1975.

<u>Unit Numbers</u>	<u>Unit Numbers</u>	<u>Unit Numbers</u>
1. HLMX 009100	34. HLMX 009220	67. HLMX 009323
2. HLMX 009104	35. HLMX 009222	68. HLMX 009324
3. HLMX 009106	36. HLMX 009226	69. HLMX 009329
4. HLMX 009107	37. HLMX 009227	70. HLMX 009330
5. HLMX 009108	38. HLMX 009229	71. HLMX 009332
6. HLMX 009114	39. HLMX 009232	72. HLMX 009334
7. HLMX 009115	40. HLMX 009239	73. HLMX 009338
8. HLMX 009116	41. HLMX 009240	74. HLMX 009341
9. HLMX 009120	42. HLMX 009249	75. HLMX 009345
10. HLMX 009123	43. HLMX 009256	76. HLMX 009348
11. HLMX 009128	44. HLMX 009266	77. HLMX 009349
12. HLMX 009130	45. HLMX 009268	78. HLMX 009353
13. HLMX 009131	46. HLMX 009271	79. HLMX 009354
14. HLMX 009137	47. HLMX 009272	80. HLMX 009357
15. HLMX 009142	48. HLMX 009273	81. HLMX 009364
16. HLMX 009145	49. HLMX 009274	82. HLMX 009367
17. HLMX 009148	50. HLMX 009280	83. HLMX 009373
18. HLMX 009152	51. HLMX 009281	84. HLMX 009375
19. HLMX 009154	52. HLMX 009284	85. HLMX 009377
20. HLMX 009167	53. HLMX 009285	86. HLMX 009381
21. HLMX 009169	54. HLMX 009286	87. HLMX 009382
22. HLMX 009178	55. HLMX 009293	88. HLMX 009383
23. HLMX 009181	56. HLMX 009295	89. HLMX 009385
24. HLMX 009182	57. HLMX 009299	90. HLMX 009387
25. HLMX 009184	58. HLMX 009303	91. HLMX 009389
26. HLMX 009185	59. HLMX 009304	92. HLMX 009401
27. HLMX 009188	60. HLMX 009308	93. HLMX 009402
28. HLMX 009192	61. HLMX 009310	94. HLMX 009403
29. HLMX 009193	62. HLMX 009315	95. HLMX 009407
30. HLMX 009205	63. HLMX 009317	96. HLMX 009411
31. HLMX 009213	64. HLMX 009318	97. HLMX 009412
32. HLMX 009214	65. HLMX 009320	98. HLMX 009416
33. HLMX 009219	66. HLMX 009321	99. HLMX 009417
		100. HLMX 009419