

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of October 16, 1972, between MERCANTILE-SAFE DEPOSIT and TRUST COMPANY, a corporation of Maryland (hereinafter called the Trustee), and SEABOARD COAST LINE RAILROAD COMPANY, a corporation of Virginia (hereinafter sometimes called the Company), supplementing, modifying and amending that certain Agreement (hereinafter called the Agreement), dated as of August 15, 1972, between Trustee and Company:

6686-B

WITNESSETH:

RECORDATION NO. _____ Filed & Recorded
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THAT WHEREAS, the Agreement created the Seaboard Coast Line Railroad Equipment Trust, No. 9, under which the equipment described in Article III of the Agreement was sold, assigned, transferred and set over by the Company to the Trustee and leased by the Trustee to the Company; and

WHEREAS, the said Article III provides for other equipment procured for the transportation services of the Company to be purchased or constructed for the Company and transferred to the Trustee in addition to or in substitution for any of the equipment specifically described therein, such other equipment to be included as part of the trust equipment and subject to all the terms and conditions of the Agreement pursuant to Article IV thereof; and

WHEREAS, it has been deemed desirable to procure and include in the Trust other equipment, all of the right, title and interest under the contract entered into by the Company for the construction thereof having been assigned by the Company to the Trustee, and which equipment heretofore has been assigned by the Company to the Trustee for substitution under the Trust; and

WHEREAS, Article IV of the Agreement requires that the Company shall forthwith make settlements for trust equipment which shall have become worn out, unsuitable for use, lost or destroyed by (1) depositing with the Trustee an amount in cash equal to the fair value thereof, or (2) substituting other equipment having a fair value equal to the fair value of said trust equipment, and it has been deemed desirable to include trust equipment which shall be in need of repairs (other than running repairs) and to increase the limitation on annual settlements; and

WHEREAS, the Company has been duly authorized by resolutions adopted by its Board of Directors to execute and carry out this Supplemental Agreement;

NOW, THEREFORE, in consideration of the covenants herein and the further sum of One Dollar (\$1.00) to it paid by the Company, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged,

the parties hereto agree as follows:

(1) Section 4.7 of Article IV of the Agreement is hereby amended to read as follows:

"Except as hereinafter provided, the Company agrees that it will maintain and keep all the Trust Equipment in good order and proper repair at its own cost and expense, unless and until worn out, unsuitable for use, not needed or lost or destroyed. Whenever any of the Trust Equipment shall be withdrawn from use for repairs (other than running repairs), worn out, lost, or destroyed or become unsuitable for use or no longer be needed, the Company shall forthwith deliver to the Trustee a written notice of that fact, stating the Fair Value of such Trust Equipment. The rights and remedies of the Trustee to enforce or to recover any of the rental payments shall not be affected by reason of such withdrawal for repairs, wearing out, unsuitableness for use, loss or destruction of Trust Equipment, or lack of need therefor.

"The Company covenants and agrees to furnish to the Trustee, whenever required by the Trustee, and at least once in every calendar year following the calendar year in which occurs the first delivery of any of the Trust Equipment and during the continuance of the lease provided for herein, an Officer's Certificate stating (1) the amount, description and numbers of the Trust Equipment then covered hereby and showing the Trust Equipment then in actual service, (2) the amount, description and numbers of all that may have been withdrawn from use for repairs, other than running repairs, or that may have become worn out, or that may have become unsuitable for use or lost or destroyed by accident or otherwise, or are no longer needed, since the date of the last preceding statement, and (3) the amount, description and numbers of all then undergoing running repairs, or then withdrawn from use for such running repairs, and stating that in the case of all the Trust Equipment repainted or repaired since the date of the last preceding statement the plates or marks required by Section 4.6 hereof have been preserved, or that the same when

repainted or repaired has been again plated or marked as required thereby. At the close of each calendar year following the calendar year in which occurs the first delivery of any of the Trust Equipment and during the continuance of the lease provided for herein, the Company shall (1) deposit with the Trustee an amount in cash equal to the Fair Value of the Trust Equipment which shall have been withdrawn from use for repairs (other than running repairs), or which shall be worn out, lost or destroyed or become unsuitable for use or no longer be needed or, (2) with the prior consent of the Trustee, cause to be sold, assigned, transferred and set over unto the Trustee other Equipment having a Fair Value equal to or in excess of the Fair Value of such Trust Equipment as of the date on which such Trust Equipment was so determined to have been withdrawn from use for repairs, other than running repairs, or worn out or the date on which it was lost or destroyed or the date on which it was determined to have become unsuitable for use or no longer needed; provided, however, that from time to time in any calendar year when the aggregate Fair Value of such Trust Equipment (exclusive of Trust Equipment which has been replaced pursuant to Section 4.9 hereof) shall exceed \$500,000, the Company, within thirty (30) days of such event, shall deposit cash with the Trustee or cause to be sold, assigned, transferred and set over unto the Trustee other Equipment having such Fair Value that the aggregate amount represented by such cash and Fair Value shall equal or exceed the aggregate Fair Value of such Trust Equipment. Cash deposited with the Trustee pursuant to this Section 4.7 shall be held and applied as provided in Section 4.9 hereof.

"The Trustee, by its agents, shall have the right once in each calendar year, but shall be under no duty, to inspect, at the Company's expense, the Trust Equipment, and the Company covenants in that event to furnish to the Trustee all reasonable facilities for the making of such inspection."

(3) The first paragraph of Section 4.9 of said Article IV is hereby amended to read as follows:

"Any units of the Trust Equipment which shall have been withdrawn from use for repairs (other than running repairs), or become worn out or unsuitable in any respect for the use of, or are no longer needed by, the Company

may be released, and it is hereby mutually agreed that any time hereafter until title thereto shall become vested in the Company the Trustee will release any such units of the Trust Equipment upon the filing with it of a Request and an Officer's Certificate which shall describe such units, shall state that they have been withdrawn from use for repairs (other than running repairs), or become worn out or unsuitable for the use of, or are no longer needed by, the Company, shall state the selling price thereof and shall specify the Cost and the then Fair Value thereof. No such release shall be made unless and until the Company shall have (1) paid to the Trustee an amount equal to such selling price or Fair Value, whichever shall be greater, or (2) with the prior consent of the Trustee, caused to be sold, assigned, transferred and set over unto the Trustee other Equipment having a then Fair Value equal to or in excess of the Fair Value of Trust Equipment which shall have been withdrawn from use for repairs (other than running repairs), or become worn out or unsuitable for the use of, or no longer needed by, the Company."

(3) The Trustee has let and leased and does hereby let and lease to the Company for the term of fifteen (15) years from and after August 15, 1972 , unless sooner terminated as provided in the Agreement, the following described other equipment constituting a part of the Trust Equipment of Seaboard Coast Line Railroad Equipment Trust, No. 9 , to wit:

Two (2) 55-ton single sheath box cars with 9' doors, bearing road Nos. SCL 12578 and 12579.

The Company hereby certifies to the Trustee that the estimated total cost of the above-described other equipment is not less than Thirty-two Thousand, Thirty-eight Dollars (\$32,038)- - - - - ; that such equipment is standard-gauge railroad equipment other than passenger or work equipment, that the class, type, material and construction of equipment are approved by the Company, and that such equipment is to be purchased by the Trustee free from any liens.

As and when the above-described other equipment shall be transferred, sold, assigned or set over and delivered to the Trustee under the Agreement and marked in accordance with the provisions of said Article IV, the same shall be delivered to the Company and shall, upon such delivery to the Company, ipso facto, and without further instrument of lease or transfer, pass under and

become subject to all the terms and provisions of the Agreement and be deemed a portion of the Trust Equipment leased to the Company under the Agreement as provided in said Article IV.

In order to facilitate the filing and recording of this Supplemental Agreement in accordance with Article VI of the Agreement, the same may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, acting in accordance with the terms and conditions of the Agreement, have caused these presents to be duly executed as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, Trustee

By R. J. Ziinski
Vice President

Attest:

T. E. Jones
Authorized Officer

SEABOARD COAST LINE RAILROAD
COMPANY

By Leonard B. Anderson
Treasurer

Attest:

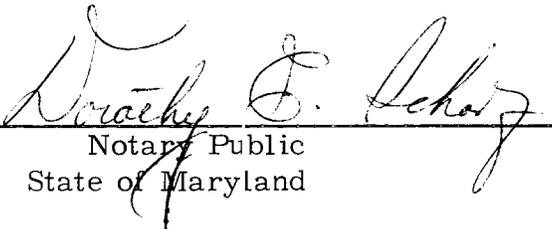
J. F. Williams
Assistant Secretary

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.

On this 31st day of October, 1972, before me personally appeared ROBERT F. ZIEMSKI, to me personally known, who being by me duly sworn, says that he is a ~~Assistant~~ Vice President of Mercantile-Safe Deposit and Trust 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.

My commission expires July 1-1974.

[Notarial Seal]



Notary Public
State of Maryland

DOROTHY E. SCHARF
NOTARY PUBLIC
My Comm. Expires July 1, 1974

STATE OF VIRGINIA)
CITY OF RICHMOND) ss.

On this 16th day of October, 1972, before me personally appeared LEONARD G. ANDERSON, to me personally known, who being by me duly sworn, says that he is Treasurer of Seaboard Coast Line Railroad 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.

My commission expires July 12, 1974.

[Notarial Seal]



Notary Public