

COUNTERPART NO. 2 OF
22 COUNTERPARTS.

6889-A

RECORDATION NO. _____ Filed & Recorded

FEB 14 1973 - 10 05 AM

AGREEMENT AND ASSIGNMENT

INTERSTATE COMMERCE COMMISSION

Dated as of January 1, 1973

Between

GENERAL MOTORS CORPORATION
(Electro-Motive Division)

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
As Agent

AGREEMENT AND ASSIGNMENT, dated as of January 1, 1973, between the corporation first named following the testimonium below (hereinafter called the Builder) and **MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY** acting as Agent under an Agreement dated as of January 1, 1973 (hereinafter called the Finance Agreement) (said Agent, so acting, being hereinafter called the Assignee).

WHEREAS, the Builder and **SEABOARD COAST LINE RAILROAD COMPANY** (hereinafter called the Railroad), have entered into a Conditional Sale Agreement dated as of January 1, 1973 (hereinafter called the Conditional Sale Agreement), covering the construction, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Railroad of the railroad equipment described in Schedule B to the Conditional Sale Agreement (said equipment being hereinafter called the Equipment).

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (hereinafter called this Assignment) WITNESSETH: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Assignee to the Builder, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained:

SECTION 1. Whenever this Assignment incorporates herein by reference, in whole or in part or as hereby amended, any provision of the document entitled "Model Assignment Provisions" annexed to the Conditional Sale Agreement as Part II of Annex A thereto (hereinafter called the Model Assignment Provisions), such provision of the Model Assignment Provisions shall be deemed to be

to the Railroad, to be plainly, distinctly, permanently and conspicuously marked with the following legend in letters not less than one inch in height:

**"MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
AGENT-SECURITY OWNER"**

SECTION 6. Section 6 of the Model Assignment Provisions is herein incorporated as Section 6 hereof.

SECTION 7. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Railroad thereunder. In the event of any such assignment any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 8. Section 8 of the Model Assignment Provisions is herein incorporated as Section 8 hereof.

SECTION 9. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Virginia; *provided, however,* that the parties shall be entitled to all the rights conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing, recording or depositing of the Conditional Sale Agreement and this Assignment as shall be conferred by the laws of the several jurisdictions in which the Conditional Sale Agreement or this Assignment shall be filed, recorded or deposited.

SECTION 10. The Assignee agrees to deliver an executed counterpart of this Assignment to the Railroad, which delivery shall constitute due notice of the assign-

ment hereby made. Although this Assignment is dated for convenience January 1, 1973, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the Builder and the Assignee, each pursuant to due authority, have caused this instrument 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.

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

By *Harold F. Smith*
Vice President

JS

Attest:
J. Sawyer
Assistant Secretary

[CORPORATE SEAL]

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

By *R. S. Zeman*
Vice President

Attest:
T. E. Jones
Authorized Officer

[CORPORATE SEAL]



STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this 30th day of January, 1973, before me personally appeared HAROLD L. SMITH, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), 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.

Freda C. Clair
.....
Notary Public

My Commission expires JULY 11, 1975

[NOTARIAL SEAL]

STATE OF MARYLAND }
CITY OF BALTIMORE } ss.:

On this 26th day of January, 1973, before me personally appeared ROBERT F. ZIEMSKI, to me personally known, who, being by me duly sworn, says that he is a 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 Company and that said instrument was signed and sealed on behalf of said Company 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 Company.

Dorothy E. Scharf
.....
Notary Public

My Commission expires 7-1-74

[NOTARIAL SEAL]

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

ment hereby made. Although this Assignment is dated for convenience January 1, 1973, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the Builder and the Assignee, each pursuant to due authority, have caused this instrument 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.

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

By *Harold F. Smith*
Vice President

JS

Attest:
J. J. Sawyer
Assistant Secretary

[CORPORATE SEAL]

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

By *R. S. Zenski*
Vice President

Attest:
T. E. Jones
Authorized Officer.

[CORPORATE SEAL]

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this 30th day of January, 1973, before me personally appeared HAROLD L. SMITH, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), 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.

Fula C. Clair
.....
Notary Public

My Commission expires JULY 11, 1976

[NOTARIAL SEAL]

STATE OF MARYLAND }
CITY OF BALTIMORE } ss.:

On this 26th day of January, 1973, before me personally appeared ROBERT F. ZIEMSKI, to me personally known, who, being by me duly sworn, says that he is a 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 Company and that said instrument was signed and sealed on behalf of said Company 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 Company.

Dorothy E. Scharf
.....
Notary Public

My Commission expires 7-1-74

[NOTARIAL SEAL]

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

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

SEABOARD COAST LINE RAILROAD COMPANY hereby acknowledges due notice of and consents to the assignment made by the foregoing Agreement and Assignment as of January 1, 1973.

SEABOARD COAST LINE RAILROAD
COMPANY,

By .. *Leonard G. Anderson*
Treasurer