



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-5235

RECORDATION NO. 13033

LAW DEPARTMENT

APR 1 1981 - 3 10 PM March 30, 1981

INTERSTATE COMMERCE COMMISSION

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

DAVID M. YEARWOOD
GENERAL ATTORNEY

1-091A131
No. APR 1 1981
Date.....
Fee \$50.00
ICC Washington, D. C.

Dear Madam Secretary:

There are transmitted to you herewith for filing and recordation, pursuant to 49 U.S.C. Section 11303, six duly executed counterparts of a Lease of Railroad Equipment dated as of December 18, 1980 between Louisville and Nashville Railroad Company, the lessor, whose address is 908 West Broadway, Louisville, Kentucky 40203, and Seaboard Coast Line Railroad Company and Louisville and Nashville Railroad Company for and on behalf of Georgia Railroad, the lessee, whose addresses are 500 Water Street, Jacksonville, Florida 32202 and 908 West Broadway, Louisville, Kentucky 40203, respectively.

The equipment covered by this Lease is:

Seventy-five (75) 70-ton 50' 6" box cars bearing the Georgia Railroad road numbers 55400 through 55474.

Attached hereto is a draft in the amount of \$50 payable to the Interstate Commerce Commission to cover the recordation fee for said Lease.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

RECEIVED
APR 1 3 12 PM '81
I.C.C.
FEE OPERATIONS

After recordation, please return the recorded counterparts of said Lease to:

Mr. David M. Yearwood
General Attorney
908 West Broadway
P. O. Box 32290
Louisville, Kentucky 40232

Respectfully yours,

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By David M. Yearwood
David M. Yearwood
General Attorney

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

4/2/81

OFFICE OF THE SECRETARY

David M. Yearwood
General Attorney
908 West Broadway
P.O.Box 32290
Louisville, Kentucky 40232

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 **4/1/81** at **3:20pm**, and assigned re-
recording number(s). **13033**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

APR 1 1981 - 3 20 PM

INTERSTATE COMMERCE COMMISSION

LEASE OF RAILROAD EQUIPMENT (the "Lease"), dated as of December 18, 1980, between LOUISVILLE AND NASHVILLE RAILROAD COMPANY (the "Lessor"), and SEABOARD COAST LINE RAILROAD COMPANY and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, which latter two railroad companies operate, among other lines of railroad, the line known as the "Georgia Railroad", leased from the Georgia Railroad and Banking Company (the "Lessee").

WITNESSETH:

WHEREAS, the Lessor has entered into a Conditional Sale Agreement (the "Conditional Sale Agreement") dated as of September 1, 1980 with Pullman Incorporated (Pullman Standard Division) ("Pullman") for the purchase, among other equipment, of 75 70-ton 50'6" box cars bearing GA road numbers 55400 through 55474 (the "Equipment");

WHEREAS, by Agreement and Assignment dated as of September 1, 1980, Pullman assigned its interest in the Equipment to Mercantile-Safe Deposit and Trust Company, as Agent (the "Agent");

WHEREAS, out of funds deposited with it under a Finance Agreement dated as of September 1, 1980, among the Lessee, the Agent and the parties named in Schedule A thereof, the Agent made payment for the Equipment in accordance with Pullman's Invoice No. 8307-12 dated December 16, 1980, a copy of which is attached hereto as Exhibit A, and

WHEREAS, the Lessee desires to lease the Equipment from the Lessor at the rentals and upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants to be performed by the Lessee hereunder, the Lessor hereby leases the Equipment to the Lessee upon the following terms and conditions, subject, however, upon default of the Lessor under the Conditional Sale Agreement, to all the rights and remedies of the Agent thereunder:

1. Acceptance of Equipment. The Lessee represents that it has determined that the Equipment is suitable for the use intended, and that it has inspected and accepted the Equipment as delivered. The Lessee acknowledges that the Lessor has made no representations or warranties, oral or written, express or implied, in connection with the Equipment. The Lessee hereby waives and agrees not to assert any defense as against the Lessor by reason of any defect in the Equipment.

APR 1 3 07 PM '81 RECEIVED
FEDERAL OPERATIONS DIV.
U.S. DEPT. OF TRANSPORTATION

2. Rental. The Lessee agrees to pay to the Lessor at 500 Water Street, Jacksonville, Florida, or such other place and account as the Lessor may reasonably designate, rental for use of the Equipment in the following amounts:

(a) Fifteen (15) consecutive annual payments equal to one-fifteenth (1/15) of the total cost of the Equipment as stated in the Invoice attached as Exhibit A (except for appropriate adjustment of the final payment in case the total amount payable shall not, when divided by fifteen, result in an amount ending in an integral cent), commencing on November 12, 1981, to and including November 12, 1995, and

(b) Thirty (30) consecutive semiannual payments equal to the outstanding unpaid rental, as determined by Section 2(a) hereof, multiplied by 12-1/2% per annum payable to the extent accrued from the date hereof on November 12 and May 12 in each year, commencing May 12, 1981. Such payment shall be determined on the basis of a 360-day year of twelve 30-day months.

3. Lease Term. The term of this Lease shall begin from the date hereof and, subject to Sections 8 and 10 hereof, shall terminate on November 12, 1995.

4. Maintenance. During the period the Equipment is leased hereunder, the Lessee shall maintain, service, and keep the Equipment in good repair at its own expense, except for normal wear, tear, or depreciation. The Lessee shall comply with all laws and regulations applicable to the Equipment and shall keep it free and clear of any claims, liens, or encumbrances. All risk of loss or damage to any unit of Equipment shall be borne by the Lessee.

5. Title to Equipment; Markings. Title to the Equipment shall remain in the Lessor at all times. All attachments, accessories, repairs, remodeling, and renewals at any time made to or placed upon the Equipment shall become a part thereof and be the property of the Lessor unless they are readily removable. The units have been marked as required by the Conditional Sale Agreement. Lessee shall keep and maintain such markings and shall not remove or change such markings without the written consent of the Lessor.

6. Indemnification. The Lessee agrees to indemnify, protect, save, and keep harmless the Lessor, its agents, servants, successors, and assigns from and against

all losses, damages, injuries, claims, demands, and expenses, including legal expenses, of whatsoever nature arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by it), or operation of any unit of Equipment by whomsoever used or operated and to defend any suit seeking such damages even though the allegations of such suit are groundless, false, or fraudulent.

7. Taxes. All payments to be made by the Lessee hereunder will be free of expense to the Lessor for collection or other charges and will be free of expense to the Lessor with respect to the amount of any local, state, or federal taxes (other than any United States federal income tax payable by the Lessor in consequence of the receipt of payments provided for herein and other than the aggregate of all state or city income taxes or franchise taxes measured by net income based on such receipts, up to the amount of any such taxes which would be payable to the state and city in which the Lessor has its principal place of business without apportionment to any other state, except any such tax which is in substitution for or relieves the Lessee from the payment of taxes which it would otherwise be obligated to pay or reimburse as herein provided) or license fees, assessments, charges, fines or penalties (all such expenses, taxes, license fees, assessments, charges, fines and penalties being hereinafter called "Impositions") hereafter levied or imposed upon or in connection with or measured by this lease or any sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof or the Conditional Sale Agreement, all of which Impositions the Lessee assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein. The Lessee will also pay promptly all Impositions which may be imposed upon any unit or for the use or operation thereof or upon the earnings arising therefrom (except as provided herein) or upon the Lessor solely by reason of its financing thereof and will keep at all times all and every part of such unit free and clear of all Impositions which might in any way affect the rights of the Lessor or result in a lien upon any such unit of Equipment, however, that the Lessee shall be under no obligation to pay any Impositions of any kind so long as it is contesting in good faith and by appropriate legal proceedings such Impositions and the nonpayment thereof does not, in the opinion of the Lessor, adversely affect the property or rights of the Lessor hereunder or of the Lessor under the Conditional Sale Agreement. If any Impositions shall have been charged or levied against the Lessor directly and paid by the Lessor, the Lessee shall reimburse the Lessor on presentation of an invoice therefor.

In the event that the Lessor shall become obligated to make any payment with respect to the Equipment to the Agent or otherwise pursuant to Article 5 of the Conditional Sale Agreement not covered by the foregoing paragraph of this Section 7, the Lessee shall pay such additional amounts (which shall also be deemed Impositions hereunder) to the Lessor as will enable the Lessor to fulfill completely its obligations pursuant to said Article 5.

8. Payment for Casualty Occurrences. In the event that any unit of Equipment shall be worn out, lost, stolen, destroyed, irreparably damaged, or otherwise rendered permanently unfit for use from any cause whatsoever during the term of this Lease, the Lessee shall promptly and fully inform the Lessor with respect thereto and comply with the provisions of Article 8 of the Conditional Sale Agreement.

9. Reports. Lessee shall prepare and submit upon request to the Lessor any reports regarding the condition, location, or maintenance of the Equipment which Lessor is required to submit pursuant to Article 10 of the Conditional Sale Agreement.

10. Default. If, during the continuance of this Lease, an Event of Default, as defined in the Conditional Sale Agreement, shall occur, then, in any such event, the Lessor, at its option, may proceed to enforce performance by the Lessee of the applicable covenants of said Conditional Sale Agreement.

11. Assignment and subletting. The Lessee shall not sublet any unit of Equipment without the prior written consent of the Lessor.

12. Expiration of Lease. At the expiration of this Lease, title to the Equipment shall vest in the Lessee upon the Lessee's payment of \$1.00 to the Lessor for each unit of Equipment still in existence at the time.

13. Miscellaneous. The titles or headings to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof. The agreement to pay rent on the part of the Lessee is an independent covenant and is not conditional upon other performance. This Lease shall be interpreted under the laws of the State of Florida. Any provision hereof found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of the Lease. This Lease, subject to

the prohibition against assignment contained herein, shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

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

LESSOR

LOUISVILLE AND NASHVILLE
RAILROAD COMPANY

Attest

R. Murray
Assistant Secretary

By A. L. Snyder
Vice President-Treasurer

LESSEE

SEABOARD COAST LINE RAILROAD
COMPANY

Attest

A. L. Snyder
Assistant Secretary

By A. L. Snyder
Vice President-Treasurer

LOUISVILLE AND NASHVILLE
RAILROAD COMPANY

Attest

R. Murray
Assistant Secretary

By A. L. Snyder
Vice President-Treasurer

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

On this 10 day of March, 1981, before me personally appeared A. L. Snyder to me personally known, who, being by me duly sworn, says that he is Vice President - Treasurer of LOUISVILLE AND NASHVILLE 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.

[Notarial Seal]

Janice L. Miller
Notary Public

My commission expires: Nov 15, 1981

STATE OF FLORIDA)
) ss
CITY OF DUVAL)

On this 10 day of March, 1981, before me personally appeared H.L. Snyder, to me personally known, who, being by me duly sworn, says that he is Vice President - 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.

[Notarial Seal]

Janice L. Miller
Notary Public

My commission expires: Nov 15, 1981

STATE OF FLORIDA)
) ss
COUNTY OF DUVAL)

On this 10 day of March, 1981, before me personally appeared H.L. Snyder, to me personally known, who, being by me duly sworn, says that he is Vice President - Treasurer of LOUISVILLE AND NASHVILLE 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.

[Notarial Seal]

Janice L. Miller
Notary Public

My commission expires: Nov 15, 1981



PULLMAN-STANDARD

A Division of Pullman Incorporated

200 SOUTH MICHIGAN AVENUE
CHICAGO, ILLINOIS • 60604

CUSTOMER'S
ORDER NO. & DATE
REQUISITION NO.
CONTRACT NO.

REFER TO
INVOICE NO. 8307-12
INVOICE DATE 12/16/80
VENDOR'S NOS. 1107-C

FOR CUSTOMER'S USE ONLY

REGISTER NO.	VOUCHER NO.	
P. O. B. CHECKED		
TERMS APPROVED	PRICE APPROVED	
CALCULATION CHECKED		
TRANSPORTATION		
FRT. BILL NO.	AMOUNT	
MATERIAL RECEIVED		
DATE	SIGNATURE	TITLE
SATISFACTORY AND APPROVED		
ADJUSTMENTS		
ACCOUNTING DISTRIBUTION		
AUDITED	FINAL APPROVAL	

SOLD TO

MERCANTILE - SAFE DEPOSIT AND TRUST COMPANY,
as Agent, under a Finance Agreement dated as
of September 1, 1980.

SHIPPED TO
AND
DESTINATION

DATE SHIPPED

FROM Bessemer, AL

PREPAID OR COLLECT?

CAR INITIALS AND NO.
HOW SHIPPED AND
ROUTE

F.O.B.

TERMS: NET CASH

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
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75

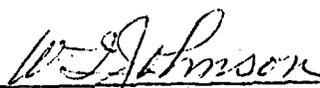
70-Ton, 50'6" Box Cars

\$43,991.03

\$3,299,327.25

Cars Numbered GA 55400 - 55474, both inclusive.

THE PRICE OF THE CARS SET FORTH
HEREIN IS CERTIFIED AS CORRECT.


W. I. Johnson, Director of Purchases
LOUISVILLE & NASHVILLE RAILROAD COMPANY