



SEABOARD COAST LINE RAILROAD COMPANY

1-049A108

Law Department
3600 West Broad Street
Richmond, Virginia 23230

No. [stamped]
Date FEB 18 1981
Fee \$10.00

EDWARD C. TANNEN
ASSISTANT GENERAL ATTORNEY

MAIL ADDRESS: P. O. BOX 27581
RICHMOND, VA. 23261

ICC Washington, D. C.

February 12, 1981
105843

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

RECORDATION NO. 11797-A ✓
Filed 1425

FFB 17 1981 -4 00 PM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303 counterparts Nos 1 through 5 of a First Supplemental Agreement dated as of January 15, 1981, to Seaboard Coast Line Railroad Equipment Trust Agreement, No. 14, dated as of May 15, 1980, filed with the Commission for recordation on May 19, 1980, at 2:35 p.m., and bearing Recordation No. 11797. Counterpart No. 2 may be treated as the original and the others as counterparts thereof.

RECEIVED
FEB 18 3 54 PM '81
I.C.C. OPERATION BR.

1. Names and addresses of the parties to the First Supplemental Agreement
 - (a) Trustee and Lessor - Mercantile-Safe Deposit and Trust Company, Baltimore, Maryland 21203
 - (b) Lessee and Guarantor - Seaboard Coast Line Railroad Company, Richmond, Virginia 23230
2. Description of equipment covered by First Supplemental Agreement

Identifying marks

"SEABOARD COAST LINE RAILROAD EQUIPMENT TRUST,
NO. 14 - MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
BALTIMORE, MARYLAND, TRUSTEE, OWNER, LESSOR"

W. Edward Whitford
Edward C. Tannen

DECEMBER

NOV 10 3 28 PM '51

MEMORANDUM FOR THE DIRECTOR

Subject: [Illegible text]

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Designation</u>	<u>No.</u>	<u>SCL Road Numbers</u>
Diesel- Electric Locomotives	Model GP-16 1,600 h.p.	B-B	10	4627, 4628, and 4748-4755, both inc.

3. Counterparts Nos. 2 through 5 of the above-mentioned document should be returned to the undersigned at P. O. Box 27581, Richmond, Virginia 23261.

I am enclosing this company's check for \$10.00 covering the recordation fee for the above-mentioned document.

Yours very truly,


Edward C. Tannen

Interstate Commerce Commission
Washington, D.C. 20423

2/18/81

OFFICE OF THE SECRETARY

Edward C. Tannen

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 **2/18/81** at **4:00pm**, and assigned re-
recording number(s). **12937 & 11797-A**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

FFB 17 1981 -4 00 PM

INTERSTATE COMMERCE COMMISSION

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of January 15, 1981, 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 May 15, 1980, between Trustee and Company;

W I T N E S S E T H:

THAT WHEREAS, the Agreement created the Seaboard Coast Line Railroad Equipment Trust, No. 14, under which the equipment described in Article IV 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 IV provides that should the aggregate final Cost of equipment be less than 125% of the aggregate principal amount of the Trust Certificates, the Company will cause additional equipment to be acquired and sold, assigned, transferred, and set over to the Trustee by supplement thereto, 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 V thereof;

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 Trustee has let and leased and does hereby let and lease to the Company for the term of fifteen (15) years from and after May 15, 1981, 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. 14, to wit:

Ten (10) GP-16 1600 h.p. diesel electric locomotives bearing road Nos. SCL 4627, 4628, and 4748-4755, inclusive.

The Company hereby certifies to the Trustee that the estimated total cost of the above-described other equipment is

FEB 17 1981 9 44 AM

INTERSTATE COMMERCE COMMISSION

[The following text is extremely faint and largely illegible. It appears to be a list of entries or a table with multiple columns. Some discernible fragments include:]

Line No.	Item Description	Rate	Notes
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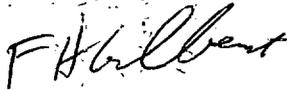
not less than Three Million Two Hundred Seventy-six Thousand Four Hundred Seventy Dollars (\$3,276,470.00), that such equipment is standard gauge railroad equipment (other than passenger or work equipment), that the class, type, material and construction of equipment are approved by the Company, and 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 V, 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 V.

In order to facilitate the filing and recording of this Supplemental Agreement in accordance with Article VII 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.

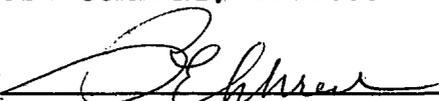
IN WITNESS WHEREOF, the parties hereto, acting in accordance with the terms and conditions of the Agreement, have caused these presents to be duly executed as of the day and year first above written.

Attest:



Corporate Trust Officer

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, Trustee

By 

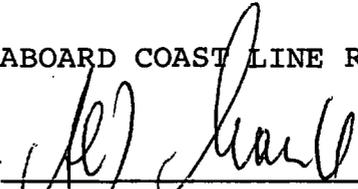
Assistant Vice President

Attest:



Assistant Secretary

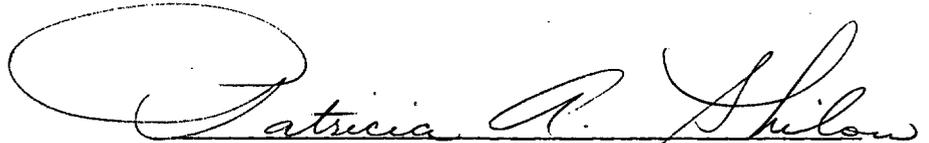
SEABOARD COAST LINE RAILROAD COMPANY

By 

Senior Vice President-Finance

STATE OF MARYLAND)
) SS
CITY OF BALTIMORE)

On this 30th day of January, 1981, before me personally appeared R. E. SCHREIBER, to me personally known, who, being by me duly sworn, says that he is 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.

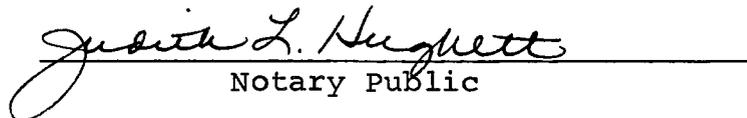

Notary Public

(SEAL)

My term expires 7-1-82

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

On this 9th day of February, 1981, before me personally appeared Alex J. Mandl, to me personally known, who, being by me duly sworn, says that he is Senior Vice President-Finance 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.


Notary Public

(SEAL)

My term expires

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 5, 1984