



SEABOARD COAST LINE RAILROAD COMPANY

Law Department
3600 West Broad Street
Richmond, Virginia 23230

EDWARD C. TANNEN
ASSISTANT GENERAL ATTORNEY

RECORDATION NO. **12706** FILE

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

JAN - 2 1981 - 3 10 PM

January 2, 1981
105903

INTERSTATE COMMERCE COMMISSION

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

1-002A115
No. []
Date **JAN 1 1980**
Fee \$ **50.00**
ICC Washington, D. C.

JAN 2 3 03 PM '81
DOCKET FILE
BRANCH

Dear Mrs. Mergenovich:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303 executed counterpart Nos. 1 through 4 of an Interim Use Agreement dated as of December 31, 1980, described in detail below. Such document provides by its terms that each counterpart shall be deemed an original and, accordingly, counterpart No. 2 may be treated as an original and the others as counterparts thereof.

1. Names and addresses of the parties to the Interim Use Agreement
 - (a) Manufacturer - Greenville Steel Car Company, Greenville, Pennsylvania 16125
 - (b) Bailee - Seaboard Coast Line Railroad Company, 3600 West Broad Street, Richmond, Virginia 23230
2. Description of equipment covered by Interim Use Agreement

Identifying marks

"Ownership Subject to a Security Agreement
Filed with the Interstate Commerce Commission"

Counterpart - Agatha L. Mergenovich

Honorable Agatha L. Mergenovich - 2

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Design.</u>	<u>Number</u>	<u>SCL Road Numbers</u>
Woodchip hopper cars	90-ton, 7000-cubic ft.	HTS	300	196475-196774, inclusive

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

I am enclosing this company's draft for \$50.00 covering the recordation fee.

Yours very truly,

Edward C. Tannen
Edward C. Tannen

Interstate Commerce Commission
Washington, D.C. 20423

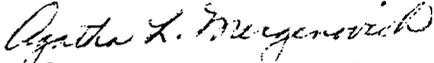
OFFICE OF THE SECRETARY

Edward C. Tannen
Seaboard Coast Line RR Co.
3600 West Broad Street
Richmond, Virginia 23230

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 **1/2/81** at **3:10PM**, and assigned re-
recording number (s) **.12706**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure (s)

RECORDATION NO. 12706

JAN - 2 1981 - 3 10 PM

INTERSTATE COMMERCE COMMISSION

INTERIM USE AGREEMENT

Dated as of December 31, 1980

Between

GREENVILLE STEEL CAR COMPANY
(Manufacturer)

and

SEABOARD COAST LINE RAILROAD COMPANY

Covering

300 90-ton Woodchip Hopper Cars

THIS INTERIM USE AGREEMENT, dated as of December 31, 1980, by and between GREENVILLE STEEL CAR COMPANY, a Pennsylvania corporation (Manufacturer), and SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (SCL).

W I T N E S S E T H:

The Manufacturer and SCL heretofore entered into an agreement ("Purchase Agreement") based upon Manufacturer's Proposal Letter dated January 8, 1980, and Specification #H-6048 dated December 19, 1979, whereunder the Manufacturer agreed to construct and deliver to SCL, and SCL agreed to accept and pay for the following railroad cars:

300 90-ton 7000 cubic feet woodchip hopper cars, to bear road numbers SCL 196475-196774, inclusive.

Inasmuch as SCL has not as yet consummated financing arrangements in respect of the aforesaid railroad cars, it is not in a position to accept delivery of and pay for the cars under the terms of the Purchase Agreement at this time. SCL represents that such financing arrangements will be consummated, however, on or before February 15, 1981 (hereinafter referred to as the "Cut-Off Date"). SCL (in order that it may use the

(cars pending completion of the above financing arrangements) has arranged with the Manufacturer to give it temporary custody and possession of the cars on their completion, solely as a bailee of the cars and the Manufacturer is willing to do so upon the terms and conditions hereinafter stated.

In consideration of the premises, the Manufacturer hereby delivers to SCL and SCL hereby accepts from the Manufacturer the cars as of the date each unit of said cars is delivered to SCL at Charlotte, North Carolina, or other such place as may be specified by SCL, for the period ending on the earlier of February 15, 1981, or the date of consummation of the above financing arrangements. At such time this Interim Use Agreement shall automatically be cancelled and superseded without further action by or notice to any party concerned.

Title to the cars shall remain in the Manufacturer and SCL's right and interest therein is and shall be solely that of possession, custody and use as bailee under this Interim Use Agreement. Transfer of title shall be effected only at the time of delivery of the bills of sale. SCL, without expense to the Manufacturer, will promptly cause this Interim Use Agreement to be filed with the Interstate Commerce Commission for

recordation under 49 U.S.C. Section 11303. In addition, SCL shall do such other acts as may be required by law or reasonably requested by the Manufacturer for the protection of the Manufacturer's title to and interest in the cars.

SCL agrees that it will permit no liens of any kind to attach to the cars, and that it will

- (a) indemnify and save harmless the Manufacturer from any and all claims, expenses, or liabilities of whatsoever kind; and
- (b) pay any and all taxes, fines, charges, and penalties that may accrue or be assessed or imposed upon the cars of the Manufacturer because of its ownership or because of the use, operation, management, or handling of the cars by SCL during the term of this Interim Use Agreement.

SCL's obligations contained in this paragraph shall survive the termination by mutual agreement or otherwise of this Interim Use Agreement.

SCL will, at its own expense, keep and maintain the cars in good order and running condition, and will, at its option, repair or replace or promptly pay to the Manufacturer the

purchase price in cash of those cars which may be damaged or destroyed by any cause during the term of this Interim Use Agreement.

Prior to the delivery of each car to SCL under this Interim Use Agreement, it will be numbered with a number as hereinbefore indicated, and there shall be plainly, distinctly, permanently, and conspicuously marked upon each side of each car, in contemplation of the financing heretofore referred to, the following legend in letters not less than one inch in height:

OWNERSHIP SUBJECT TO A SECURITY AGREEMENT
FILED WITH THE INTERSTATE COMMERCE COMMISSION

SCL hereby agrees to indemnify the Manufacturer against any liability, loss, or expense incurred by it as a result of the placing of the aforementioned markings on the cars.

If, during the effective period of this Interim Use Agreement, such markings shall at any time be removed, defaced, or destroyed on any car, SCL shall immediately cause the same to be restored or replaced.

All or any of the rights, benefits, or advantages of the Manufacturer, including the right to receive the purchase price of the cars as provided in the Purchase Agreement, may be assigned by the Manufacturer and reassigned by any assignee at

any time or from time to time; provided, however, that no such assignment shall subject any such assignee to any of the Manufacturer's warranties, indemnities, or any other obligations contained in this Interim Use Agreement or in the Purchase Agreement relating to the cars. In the event the Manufacturer assigns its rights to receive the payments herein and/or under the Purchase Agreement, and SCL receives written notice thereof from the Manufacturer, together with a counterpart of such assignment stating the identity and the post office address of the assignee, all payment thereafter to be made by SCL under this Interim Use Agreement shall, to the extent so assigned, be made to the assignee against proper receipt therefor in a form satisfactory to SCL.

In the event of any assignment by the Manufacturer of its rights to receive any payments under this Interim Use Agreement or under the Purchase Agreement, the rights of such assignee to such payments as may be assigned, together with any other rights hereunder which can be and are so assigned, shall not be subject to any defense, setoff, counterclaim, or recoupment whatsoever arising out of any breach of any obligation of the Manufacturer in respect to the cars, nor subject to any defense, setoff, counterclaim, or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to

SCL by the Manufacturer. Any and all of such obligations howsoever arising shall be and will remain enforceable by SCL, its successors and assigns, only against the Manufacturer and its successors and assigns (other than assignees as such of rights, benefits, or advantages assigned pursuant to this Interim Use Agreement).

SCL agrees with the Manufacturer that the execution by the Manufacturer of this Interim Use Agreement or the delivery by the Manufacturer to SCL of the cars, as contemplated by this Interim Use Agreement, shall not relieve SCL of its obligations to accept, take and pay for the cars in accordance with the terms of the Purchase Agreement, or impair any of the Manufacturer's rights under the Purchase Agreement.

In the event that payment to Manufacturer of the purchase price for any unit of the cars delivered pursuant to this Interim Use Agreement has not been made on or before the Cut-Off Date, SCL agrees to purchase any such unit and to pay the purchase price therefor on the Cut-Off Date.

This agreement may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart delivered to the Manufacturer shall be deemed to be the original counterpart. It is not

necessary that the parties hereto all sign the same counterpart as long as each party shall sign a counterpart and such counterpart is delivered to the Manufacturer.

GREENVILLE STEEL CAR COMPANY

By FB Bryan
Executive Vice President

ATTEST:

R. L. Johnson
ASSISTANT Secretary

SEABOARD COAST LINE RAILROAD COMPANY

By _____
Vice President-Treasurer

ATTEST:

Assistant Secretary

necessary that the parties hereto all sign the same counterpart as long as each party shall sign a counterpart and such counterpart is delivered to the Manufacturer.

GREENVILLE STEEL CAR COMPANY

By _____
President

ATTEST:

Secretary

SEABOARD COAST LINE RAILROAD COMPANY

By *H. L. Snyder*
Vice President-Treasurer

ATTEST:

R. M. Murray
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF MERCER)

On this 31st day of December, 1980,
before me personally appeared F. B. Logan,
to me personally known, who being by me duly sworn, says that
he is the Executive Vice President of Greenville
Steel Car Company, that the seal affixed to the foregoing in-
strument 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.

Leora Smith
Notary Public
LEORA SMITH, Notary Public
GREENVILLE, MERCER COUNTY

My commission expires My Commission Expires Feb. 23, 1981

STATE OF FLORIDA)
) ss:
COUNTY OF DUVAL)

On this 30th day of December, 1980,

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 the seal 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.

C. Beecher Smith

Notary Public, State of Florida at Large
My Commission Expires Jan. 4, 1982
Bonded By American Fire & Casualty Company

My commission expires _____