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CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

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RCA 233663
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CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

13088 / Y
RECORDATION NO. _____ Filed 1425

MAY 11 1981 - 12 05 PM

INTERSTATE COMMERCE COMMISSION

White cover

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MAURICE T. MOORE
CARLYLE E. MAW

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GEORGE B. TURNER
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LONDON, EC2N 2BR, ENGLAND
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1-131A023

No. _____
Date MAY 11 1981
Fee \$10.00

ICC Washington, D. C.

May 7, 1981

Amendment Agreement Dated as of March 25, 1981
Amending Reconstruction and Conditional Sale Agreement
Filed Under Recordation Number _____
Transfer Agreement Filed Under
Recordation Number _____ -A
Lease of Railroad Equipment Filed Under
Recordation Number _____ -B
Hulk Purchase Agreement Filed Under
Recordation Number _____ -D

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Seaboard Coast Line Railroad Company for filing and recordation counterparts of the following document:

Amendment Agreement No. 1 dated as of March 25, 1981, among Seaboard Coast Line Railroad Company, as Lessee and as Builder, First Security Bank of Utah, N.A., as Agent, Litton Industries Credit Corp., as Owner, First Security State Bank, as Vendee, and First National Bank of Minneapolis, as Investor.

Amendment Agreement No. 1 amends a Reconstruction and Conditional Sale Agreement, Transfer Agreement, Lease of Railroad Equipment and Hulk Purchase Agreement dated as of March 25, 1981, previously filed and recorded with the Inter-

RECEIVED
MAY 11 11 38 AM '81
RECORDATION

*Ms. Lee -
this will be
the same Rec. No. as
the White cover*

*Agreements
and this is
under*

E
Countryman

state Commerce Commission on May 11, 1981, at 12:05 p.m.,
Recordation Numbers 13088, 13088-A, 13088-B, and 13088-D,
respectively.

Amendment Agreement No. 1 adds an additional loco-
motive and corrects the specifications and road numbers of
the equipment.

Please file and record Amendment Agreement No. 1
submitted with this letter and assign it Recordation Number
13088-E.

Enclosed is a check for \$10 payable to the Inter-
state Commerce Commission for the recordation fee for Amend-
ment Agreement No. 1.

Please stamp all counterparts of the enclosed
document with your official recording stamp. You will wish
to retain one copy of the instrument and this transmittal
letter for your files. It is requested that the remaining
counterparts of the document be delivered to the bearer of
this letter.

Very truly yours,



Robert A. Kindler
as Agent for Seaboard Coast
Line Railroad Company

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

Encl.

13088-1
RECORDATION NO. FILED 1425

MAY 11 1981 - 12 05 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT NO. 1 dated as of March 25, 1981, among SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (the "Lessee" or the "Builder" or the "Seller"), FIRST SECURITY BANK OF UTAH, N.A., a national banking association (the "Agent"), LITTON INDUSTRIES CREDIT CORP., a Delaware corporation (the "Owner"), FIRST SECURITY STATE BANK, a Utah banking corporation, not in its individual capacity but solely as trustee (the "Vendee") under a Trust Agreement with the Owner, and FIRST NATIONAL BANK OF MINNEAPOLIS (the "Investor").

WHEREAS the Lessee, the Agent, the Owner, the Vendee and the Investor have entered into a Participation Agreement dated as of March 25, 1981 (the "Participation Agreement"), covering reconstructed diesel electric locomotives;

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of March 25, 1981 (the "RCSA");

WHEREAS the Agent and the Vendee have entered into a Transfer Agreement dated as of March 25, 1981 (the "Transfer Agreement");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of March 25, 1981 (the "Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of March 25, 1981 (the "Lease Assignment");

WHEREAS the Lessee and the Agent have entered into a Consent and Agreement dated as of March 25, 1981 (the "Consent");

WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of March 25, 1981 (the "Hulk Purchase Agreement");

WHEREAS the Lessee and the Owner have entered into a Tax Indemnity Agreement dated as of March 25, 1981 (the "Indemnity Agreement");

WHEREAS the parties hereto have approved a Form of a Certificate of Interest attached as Annex B to the Participation Agreement (the "Form of Certificate of Interest");

WHEREAS the Owner and the Vendee have entered into a Trust Agreement dated as of March 25, 1981 (the "Trust Agreement");

WHEREAS the Participation Agreement, the RCSA, the Transfer Agreement, the Lease, the Lease Assignment, the Consent, the Hulk Purchase Agreement, the Indemnity Agreement,

the Form of Certificate of Interest and the Trust Agreement are collectively called the "Documents";

WHEREAS the parties hereto now desire to amend the Documents;

NOW, THEREFORE, the parties hereto agree as follows:

1. The first introductory paragraph of the Participation Agreement is hereby amended to change the number of Hulks from 10 to 11.

2. Schedule A to the Participation Agreement is hereby amended to change the amount of the Maximum Investment from \$2,420,888 to \$2,662,977.

3. The first paragraph of Article 3 of the RCSA is hereby amended to change the amount \$2,880,000 to \$3,484,800 and to change the amount \$3,568,000 to \$3,924,800.

4. Schedule A (Specifications of the Equipment) to the RCSA is hereby deleted and Exhibit 1 hereto is hereby substituted therefor.

5. Schedule B to the RCSA is hereby amended to change the amount of the Estimated Purchase Price of Equipment from \$3,280,000 to \$3,608,000.

6. Annex I to the Transfer Agreement is hereby deleted and Exhibit 2 hereto is hereby substituted therefor.

7. Schedule A to the Lease is hereby deleted and Exhibit 3 hereto is hereby substituted therefor.

8. Exhibit A to the Hulk Purchase Agreement is hereby deleted and Exhibit 4 hereto is hereby substituted therefor.

9. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

10. The Investor hereby consents to this Amendment Agreement No. 1 and hereby directs the Agent to enter into this Amendment Agreement No. 1 and the Owner hereby consents to this Amendment Agreement No. 1 and hereby directs the Vendee to enter into this Amendment Agreement No. 1.

11. The terms of this Amendment Agreement No. 1 and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of:

(a) the Commonwealth of Virginia, to the extent that this Amendment Agreement No. 1 amends the Participation Agreement, the RCSA, the Transfer Agreement, the Lease, the Consent, the Hulk Purchase Agreement and the Indemnity Agreement; and

(b) the State of Utah, to the extent that this Amendment Agreement No. 1 amends the Lease Assignment and the Trust Agreement.

12. Except as amended hereby, the Documents shall

remain unaltered and in full force and effect.

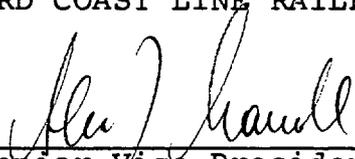
13. The Lessee will promptly cause this Amendment Agreement No. 1 to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 14 of the Lease.

14. This Amendment Agreement No. 1 may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Messrs. Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement No. 1 to be executed by duly authorized officers or other persons, as of the date first above written.

SEABOARD COAST LINE RAILROAD COMPANY,

by



Senior Vice President-Finance

[Corporate Seal]

Attest:



Assistant Secretary

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent,

by

Authorized Officer

LITTON INDUSTRIES CREDIT CORP.,

by

Authorized Officer

FIRST SECURITY STATE BANK,
not in its individual capacity,
but solely as trustee for the Owner

by

Authorized Officer

FIRST NATIONAL BANK OF MINNEAPOLIS,

by

Authorized Officer

STATE OF)
) ss.:
COUNTY OF)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of LITTON INDUSTRIES CREDIT CORP., 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

STATE OF)
) ss.:
COUNTY OF)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of FIRST NATIONAL BANK OF MINNEAPOLIS, 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

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

My Commission Expires

STATE OF *FLORIDA*)
) ss.:
COUNTY OF *DUVAL*)

On this *6* day of *May* 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.

Janice L. Hollis

Notary Public

My Commission Expires
11/15/81

RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

Schedule A--Specifications of the Equipment

Quantity	Mechanical Designation	Description	Old Railroad Road Numbers (Inclusive)		New Railroad Road Numbers (Inclusive)		Hulk Purchase Price		Estimated Base Reconstruction Cost		Estimated Purchase Price	
			Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total
11	GP-7 and GP-9	Diesel Electric Locomotive	CRR 911-912 GA 1042 AWP 576 WA 524		CRR 4612-4613 GA 4975 AWP 4976 WA 4977		\$40,000	\$440,000	\$288,000	\$3,168,000	\$328,000	\$3,608,000
	As Rebuilt:		SCL 1023 SCL 1051 SCL 907		SCL 4630-4631 SCL 4758-4761							
	GP-16		SCL 969 SCL 816 SCL 858								Total	\$3,608,000

Builder's Specification and Place of Delivery: Place of Delivery--Waycross, Georgia, or Tampa, Florida. Specifications attached

AMENDMENT AGREEMENT NO. 1

Exhibit 2

TRANSFER AGREEMENT

ANNEX I

*Some are old # in
PCSA above page 10*

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers (Inclusive)</u>
11	Diesel Electric Locomotives	CRR 911-912 GA 1042 AWP 576 WA 524 SCL 1023 SCL 1051 SCL 907 SCL 969 SCL 816 SCL 858

AMENDMENT AGREEMENT NO. 1

Exhibit 3

Lease of Railroad Equipment

Schedule A

*Some on
New Ave
in P.C.S.A
per 1/1/02*

Lessee's
Road Numbers
(Inclusive)

<u>Quantity</u>	<u>Mechanical Designation</u>	<u>Description</u>	<u>Lessee's Road Numbers (Inclusive)</u>
11	GP-16	Diesel Electric Locomotives	CRR 4612-4613 GA 4975 AWP 4976 WA 4977 SCL 4630-4631 SCL 4758-4761

AMENDMENT AGREEMENT NO. 1

Exhibit 4

HULK PURCHASE AGREEMENT

Exhibit A

*Some of
used #
in M.C.S.A.
page 10 above*

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers</u>	<u>Hulk Purchase Price</u>	<u>Total Purchase Price</u>
11	Diesel Electric Locomotives	CRR 911-912 GA 1042 AWP 576 WA 524 SCL 1023 SCL 1051 SCL 907 SCL 969 SCL 816 SCL 858	\$40,000	\$440,000
				<u>\$440,000</u>

AMENDMENT AGREEMENT NO. 1 dated as of March 25, 1981, among SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (the "Lessee" or the "Builder" or the "Seller"), FIRST SECURITY BANK OF UTAH, N.A., a national banking association (the "Agent"), LITTON INDUSTRIES CREDIT CORP., a Delaware corporation (the "Owner"), FIRST SECURITY STATE BANK, a Utah banking corporation, not in its individual capacity but solely as trustee (the "Vendee") under a Trust Agreement with the Owner, and FIRST NATIONAL BANK OF MINNEAPOLIS (the "Investor").

WHEREAS the Lessee, the Agent, the Owner, the Vendee and the Investor have entered into a Participation Agreement dated as of March 25, 1981 (the "Participation Agreement"), covering reconstructed diesel electric locomotives;

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of March 25, 1981 (the "RCSA");

WHEREAS the Agent and the Vendee have entered into a Transfer Agreement dated as of March 25, 1981 (the "Transfer Agreement");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of March 25, 1981 (the "Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of March 25, 1981 (the "Lease Assignment");

WHEREAS the Lessee and the Agent have entered into a Consent and Agreement dated as of March 25, 1981 (the "Consent");

WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of March 25, 1981 (the "Hulk Purchase Agreement");

WHEREAS the Lessee and the Owner have entered into a Tax Indemnity Agreement dated as of March 25, 1981 (the "Indemnity Agreement");

WHEREAS the parties hereto have approved a Form of a Certificate of Interest attached as Annex B to the Participation Agreement (the "Form of Certificate of Interest");

WHEREAS the Owner and the Vendee have entered into a Trust Agreement dated as of March 25, 1981 (the "Trust Agreement");

WHEREAS the Participation Agreement, the RCSA, the Transfer Agreement, the Lease, the Lease Assignment, the Consent, the Hulk Purchase Agreement, the Indemnity Agreement,

the Form of Certificate of Interest and the Trust Agreement are collectively called the "Documents";

WHEREAS the parties hereto now desire to amend the Documents;

NOW, THEREFORE, the parties hereto agree as follows:

1. The first introductory paragraph of the Participation Agreement is hereby amended to change the number of Hulks from 10 to 11.
2. Schedule A to the Participation Agreement is hereby amended to change the amount of the Maximum Investment from \$2,420,888 to \$2,662,977.
3. The first paragraph of Article 3 of the RCSA is hereby amended to change the amount \$2,880,000 to \$3,484,800 and to change the amount \$3,568,000 to \$3,924,800.
4. Schedule A (Specifications of the Equipment) to the RCSA is hereby deleted and Exhibit 1 hereto is hereby substituted therefor.
5. Schedule B to the RCSA is hereby amended to change the amount of the Estimated Purchase Price of Equipment from \$3,280,000 to \$3,608,000.
6. Annex I to the Transfer Agreement is hereby deleted and Exhibit 2 hereto is hereby substituted therefor.
7. Schedule A to the Lease is hereby deleted and Exhibit 3 hereto is hereby substituted therefor.

8. Exhibit A to the Hulk Purchase Agreement is hereby deleted and Exhibit 4 hereto is hereby substituted therefor.

9. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

10. The Investor hereby consents to this Amendment Agreement No. 1 and hereby directs the Agent to enter into this Amendment Agreement No. 1 and the Owner hereby consents to this Amendment Agreement No. 1 and hereby directs the Vendee to enter into this Amendment Agreement No. 1.

11. The terms of this Amendment Agreement No. 1 and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of:

(a) the Commonwealth of Virginia, to the extent that this Amendment Agreement No. 1 amends the Participation Agreement, the RCSA, the Transfer Agreement, the Lease, the Consent, the Hulk Purchase Agreement and the Indemnity Agreement; and

(b) the State of Utah, to the extent that this Amendment Agreement No. 1 amends the Lease Assignment and the Trust Agreement.

12. Except as amended hereby, the Documents shall

remain unaltered and in full force and effect.

13. The Lessee will promptly cause this Amendment Agreement No. 1 to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 14 of the Lease.

14. This Amendment Agreement No. 1 may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Messrs. Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement No. 1 to be executed by duly authorized officers or other persons, as of the date first above written.

SEABOARD COAST LINE RAILROAD COMPANY,

by

Senior Vice President-Finance

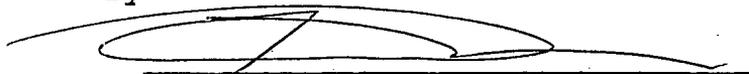
[Corporate Seal]

Attest:

Assistant Secretary

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent,

by



Authorized Officer

LITTON INDUSTRIES CREDIT CORP.,

by

Authorized Officer

FIRST SECURITY STATE BANK,
not in its individual capacity,
but solely as trustee for the Owner

by



Authorized Officer

FIRST NATIONAL BANK OF MINNEAPOLIS,

by

Authorized Officer

STATE OF)
) ss.:
COUNTY OF)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of LITTON INDUSTRIES CREDIT CORP., 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

STATE OF)
) ss.:
COUNTY OF)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of FIRST NATIONAL BANK OF MINNEAPOLIS, 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

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this 6th day of May 1981, before me personally appeared ROBERT S. CLARK, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Randy B. Mansant
Notary Public

My Commission Expires 2-8-82

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of 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

My Commission Expires

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this ^{6th} day of ^{May} 1981, before me personally appeared FUCHIA B. EICHERS, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, and that said instrument was signed and sealed on behalf of said bank 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 bank.

Bandy B. Marchant
Notary Public

My Commission Expires: 2-8-82

RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

Schedule A--Specifications of the Equipment

Quantity	Mechanical Designation	Description	Old Railroad Road Numbers (Inclusive)		New Railroad Road Numbers (Inclusive)		Hulk Purchase Price		Estimated Base Reconstruction Cost		Estimated Purchase Price	
							Per Unit	Total	Per Unit	Total	Per Unit	Total
11	GP-7 and GP-9	Diesel Electric Locomotive	CRR 911-912 GA 1042 AWP 576 WA 524	CRR 4612-4613 GA 4975 AWP 4976 WA 4977	\$40,000	\$440,000	\$288,000	\$3,168,000	\$328,000	\$3,608,000		
	As Rebuilt:		SCL 1023 SCL 1051 SCL 907 SCL 969 SCL 816 SCL 858	SCL 4630-4631 SCL 4758-4761								
	GP-16											Total \$3,608,000

Builder's Specification and Place of Delivery: Place of Delivery--Waycross, Georgia, or Tampa, Florida. Specifications attached.

AMENDMENT AGREEMENT NO. 1

Exhibit 2

TRANSFER AGREEMENT

ANNEX I

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers (Inclusive)</u>
11	Diesel Electric Locomotives	CRR 911-912 GA 1042 AWP 576 WA 524 SCL 1023 SCL 1051 SCL 907 SCL 969 SCL 816 SCL 858

AMENDMENT AGREEMENT NO. 1

Exhibit 3

Lease of Railroad Equipment

Schedule A

<u>Quantity</u>	<u>Mechanical Designation</u>	<u>Description</u>	<u>Lessee's Road Numbers (Inclusive)</u>
11	GP-16	Diesel Electric Locomotives	CRR 4612-4613 GA 4975 AWP 4976 WA 4977 SCL 4630-4631 SCL 4758-4761

AMENDMENT AGREEMENT NO. 1 dated as of March 25, 1981, among SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (the "Lessee" or the "Builder" or the "Seller"), FIRST SECURITY BANK OF UTAH, N.A., a national banking association (the "Agent"), LITTON INDUSTRIES CREDIT CORP., a Delaware corporation (the "Owner"), FIRST SECURITY STATE BANK, a Utah banking corporation, not in its individual capacity but solely as trustee (the "Vendee") under a Trust Agreement with the Owner, and FIRST NATIONAL BANK OF MINNEAPOLIS (the "Investor").

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WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of March 25, 1981 (the "RCSA");

WHEREAS the Agent and the Vendee have entered into a Transfer Agreement dated as of March 25, 1981 (the "Transfer Agreement");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of March 25, 1981 (the "Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of March 25, 1981 (the "Lease Assignment");

WHEREAS the Lessee and the Agent have entered into a Consent and Agreement dated as of March 25, 1981 (the "Consent");

WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of March 25, 1981 (the "Hulk Purchase Agreement");

WHEREAS the Lessee and the Owner have entered into a Tax Indemnity Agreement dated as of March 25, 1981 (the "Indemnity Agreement");

WHEREAS the parties hereto have approved a Form of a Certificate of Interest attached as Annex B to the Participation Agreement (the "Form of Certificate of Interest");

WHEREAS the Owner and the Vendee have entered into a Trust Agreement dated as of March 25, 1981 (the "Trust Agreement");

WHEREAS the Participation Agreement, the RCSA, the Transfer Agreement, the Lease, the Lease Assignment, the Consent, the Hulk Purchase Agreement, the Indemnity Agreement,

the Form of Certificate of Interest and the Trust Agreement are collectively called the "Documents";

WHEREAS the parties hereto now desire to amend the Documents;

NOW, THEREFORE, the parties hereto agree as follows:

1. The first introductory paragraph of the Participation Agreement is hereby amended to change the number of Hulks from 10 to 11.
2. Schedule A to the Participation Agreement is hereby amended to change the amount of the Maximum Investment from \$2,420,888 to \$2,662,977.
3. The first paragraph of Article 3 of the RCSA is hereby amended to change the amount \$2,880,000 to \$3,484,800 and to change the amount \$3,568,000 to \$3,924,800.
4. Schedule A (Specifications of the Equipment) to the RCSA is hereby deleted and Exhibit 1 hereto is hereby substituted therefor.
5. Schedule B to the RCSA is hereby amended to change the amount of the Estimated Purchase Price of Equipment from \$3,280,000 to \$3,608,000.
6. Annex I to the Transfer Agreement is hereby deleted and Exhibit 2 hereto is hereby substituted therefor.
7. Schedule A to the Lease is hereby deleted and Exhibit 3 hereto is hereby substituted therefor.

8. Exhibit A to the Hulk Purchase Agreement is hereby deleted and Exhibit 4 hereto is hereby substituted therefor.

9. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

10. The Investor hereby consents to this Amendment Agreement No. 1 and hereby directs the Agent to enter into this Amendment Agreement No. 1 and the Owner hereby consents to this Amendment Agreement No. 1 and hereby directs the Vendee to enter into this Amendment Agreement No. 1.

11. The terms of this Amendment Agreement No. 1 and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of:

(a) the Commonwealth of Virginia, to the extent that this Amendment Agreement No. 1 amends the Participation Agreement, the RCSA, the Transfer Agreement, the Lease, the Consent, the Hulk Purchase Agreement and the Indemnity Agreement; and

(b) the State of Utah, to the extent that this Amendment Agreement No. 1 amends the Lease Assignment and the Trust Agreement.

12. Except as amended hereby, the Documents shall

remain unaltered and in full force and effect.

13. The Lessee will promptly cause this Amendment Agreement No. 1 to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 14 of the Lease.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement No. 1 to be executed by duly authorized officers or other persons, as of the date first above written.

SEABOARD COAST LINE RAILROAD COMPANY,

by

Senior Vice President-Finance

[Corporate Seal]

Attest:

Assistant Secretary

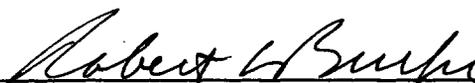
FIRST SECURITY BANK OF UTAH, N.A.,
as Agent,

by

Authorized Officer

LITTON INDUSTRIES CREDIT CORP.,

by


Authorized Officer

FIRST SECURITY STATE BANK,
not in its individual capacity,
but solely as trustee for the Owner

by

Authorized Officer

FIRST NATIONAL BANK OF MINNEAPOLIS,

by

Authorized Officer

STATE OF CONNECTICUT)
) SS.:
COUNTY OF FAIRFIELD)

On this 6th day of MAY 1981, before me personally appeared ROBERT L BURKE, to me personally known, who, being by me duly sworn, says that he is THE VICE PRESIDENT, SPECIAL FINANCING of LITTON INDUSTRIES CREDIT CORP., 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.

Eleanor H. Borzula

My Commission Expires
3/7/83

STATE OF)
) SS.:
COUNTY OF)

On this _____ day of _____ 1981, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of FIRST NATIONAL BANK OF MINNEAPOLIS, 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 _____

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

My Commission Expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of 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

My Commission Expires

STATE OF UTAH,)
) ss.:
 COUNTY OF SALT LAKE,)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, and that said instrument was signed and sealed on behalf of said bank 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 bank.

Notary Public

My Commission Expires:

RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

Schedule A--Specifications of the Equipment

<u>Quantity</u>	<u>Mechanical Designation</u>	<u>Description</u>	<u>Old Railroad Road Numbers (Inclusive)</u>	<u>New Railroad Road Numbers (Inclusive)</u>	<u>Hulk</u>		<u>Estimated Base Reconstruction Cost</u>		<u>Estimated Purchase Price</u>	
					<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>
11	GP-7 and GP-9	Diesel Electric Locomotive	CRR 911-912 GA 1042 AWP 576 WA 524	CRR 4612-4613 GA 4975 AWP 4976 WA 4977	\$40,000	\$440,000	\$288,000	\$3,168,000	\$328,000	\$3,608,000
	As Rebuilt:		SCL 1023 SCL 1051 SCL 907 SCL 969 SCL 816 SCL 858	SCL 4630-4631 SCL 4758-4761					Total	<u>\$3,608,000</u>

Builder's Specification and Place of Delivery: Place of Delivery--Waycross, Georgia, or Tampa, Florida. Specifications attached

AMENDMENT AGREEMENT NO. 1

Exhibit 2

TRANSFER AGREEMENT

ANNEX I

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers (Inclusive)</u>
11	Diesel Electric Locomotives	CRR 911-912 GA 1042 AWP 576 WA 524 SCL 1023 SCL 1051 SCL 907 SCL 969 SCL 816 SCL 858

AMENDMENT AGREEMENT NO. 1

Exhibit 3

Lease of Railroad Equipment

Schedule A

<u>Quantity</u>	<u>Mechanical Designation</u>	<u>Description</u>	<u>Lessee's Road Numbers (Inclusive)</u>
11	GP-16	Diesel Electric Locomotives	CRR 4612-4613 GA 4975 AWP 4976 WA 4977 SCL 4630-4631 SCL 4758-4761

AMENDMENT AGREEMENT NO. 1 dated as of March 25, 1981, among SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (the "Lessee" or the "Builder" or the "Seller"), FIRST SECURITY BANK OF UTAH, N.A., a national banking association (the "Agent"), LITTON INDUSTRIES CREDIT CORP., a Delaware corporation (the "Owner"), FIRST SECURITY STATE BANK, a Utah banking corporation, not in its individual capacity but solely as trustee (the "Vendee") under a Trust Agreement with the Owner, and FIRST NATIONAL BANK OF MINNEAPOLIS (the "Investor").

WHEREAS the Lessee, the Agent, the Owner, the Vendee and the Investor have entered into a Participation Agreement dated as of March 25, 1981 (the "Participation Agreement"), covering reconstructed diesel electric locomotives;

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of March 25, 1981 (the "RCSA");

WHEREAS the Agent and the Vendee have entered into a Transfer Agreement dated as of March 25, 1981 (the "Transfer Agreement");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of March 25, 1981 (the "Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of March 25, 1981 (the "Lease Assignment");

WHEREAS the Lessee and the Agent have entered into a Consent and Agreement dated as of March 25, 1981 (the "Consent");

WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of March 25, 1981 (the "Hulk Purchase Agreement");

WHEREAS the Lessee and the Owner have entered into a Tax Indemnity Agreement dated as of March 25, 1981 (the "Indemnity Agreement");

WHEREAS the parties hereto have approved a Form of a Certificate of Interest attached as Annex B to the Participation Agreement (the "Form of Certificate of Interest");

WHEREAS the Owner and the Vendee have entered into a Trust Agreement dated as of March 25, 1981 (the "Trust Agreement");

WHEREAS the Participation Agreement, the RCSA, the Transfer Agreement, the Lease, the Lease Assignment, the Consent, the Hulk Purchase Agreement, the Indemnity Agreement,

the Form of Certificate of Interest and the Trust Agreement are collectively called the "Documents";

WHEREAS the parties hereto now desire to amend the Documents;

NOW, THEREFORE, the parties hereto agree as follows:

1. The first introductory paragraph of the Participation Agreement is hereby amended to change the number of Hulks from 10 to 11.

2. Schedule A to the Participation Agreement is hereby amended to change the amount of the Maximum Investment from \$2,420,888 to \$2,662,977.

3. The first paragraph of Article 3 of the RCSA is hereby amended to change the amount \$2,880,000 to \$3,484,800 and to change the amount \$3,568,000 to \$3,924,800.

4. Schedule A (Specifications of the Equipment) to the RCSA is hereby deleted and Exhibit 1 hereto is hereby substituted therefor.

5. Schedule B to the RCSA is hereby amended to change the amount of the Estimated Purchase Price of Equipment from \$3,280,000 to \$3,608,000.

6. Annex I to the Transfer Agreement is hereby deleted and Exhibit 2 hereto is hereby substituted therefor.

7. Schedule A to the Lease is hereby deleted and Exhibit 3 hereto is hereby substituted therefor.

8. Exhibit A to the Hulk Purchase Agreement is hereby deleted and Exhibit 4 hereto is hereby substituted therefor.

9. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

10. The Investor hereby consents to this Amendment Agreement No. 1 and hereby directs the Agent to enter into this Amendment Agreement No. 1 and the Owner hereby consents to this Amendment Agreement No. 1 and hereby directs the Vendee to enter into this Amendment Agreement No. 1.

11. The terms of this Amendment Agreement No. 1 and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of:

(a) the Commonwealth of Virginia, to the extent that this Amendment Agreement No. 1 amends the Participation Agreement, the RCSA, the Transfer Agreement, the Lease, the Consent, the Hulk Purchase Agreement and the Indemnity Agreement; and

(b) the State of Utah, to the extent that this Amendment Agreement No. 1 amends the Lease Assignment and the Trust Agreement.

12. Except as amended hereby, the Documents shall

remain unaltered and in full force and effect.

13. The Lessee will promptly cause this Amendment Agreement No. 1 to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 14 of the Lease.

14. This Amendment Agreement No. 1 may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Messrs. Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement No. 1 to be executed by duly authorized officers or other persons, as of the date first above written.

SEABOARD COAST LINE RAILROAD COMPANY,

by

Senior Vice President-Finance

[Corporate Seal]

Attest:

Assistant Secretary

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent,

by

Authorized Officer

LITTON INDUSTRIES CREDIT CORP.,

by

Authorized Officer

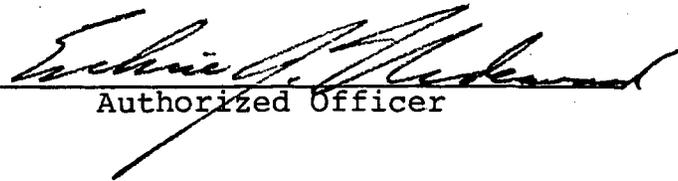
FIRST SECURITY STATE BANK,
not in its individual capacity,
but solely as trustee for the Owner

by

Authorized Officer

FIRST NATIONAL BANK OF MINNEAPOLIS,

by


Authorized Officer

STATE OF)
) ss.:
COUNTY OF)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of LITTON INDUSTRIES CREDIT CORP., 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.

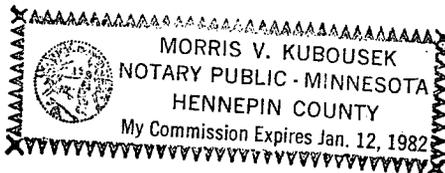
My Commission Expires

STATE OF *Minnesota*)
) ss.:
COUNTY OF *Hennepin*)

On this *6th* day of *May* 1981, before me personally appeared *Erskine Hardwood*, to me personally known, who, being by me duly sworn, says that he is a *Asst Vice President* of FIRST NATIONAL BANK OF MINNEAPOLIS, 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.

Morris V. Kubousek

My Commission Expires



STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, and that said instrument was signed and sealed on behalf of said bank 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 bank.

Notary Public

My Commission Expires:

AMENDMENT AGREEMENT NO. 1

Exhibit 2

TRANSFER AGREEMENT

ANNEX I

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers (Inclusive)</u>
11	Diesel Electric Locomotives	CRR 911-912 GA 1042 AWP 576 WA 524 SCL 1023 SCL 1051 SCL 907 SCL 969 SCL 816 SCL 858

AMENDMENT AGREEMENT NO. 1

Exhibit 3

Lease of Railroad Equipment

Schedule A

<u>Quantity</u>	<u>Mechanical Designation</u>	<u>Description</u>	<u>Lessee's Road Numbers (Inclusive)</u>
11	GP-16	Diesel Electric Locomotives	CRR 4612-4613 GA 4975 AWP 4976 WA 4977 SCL 4630-4631 SCL 4758-4761

