



THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3100

Edward C. Tannen
Assistant General Attorney
Seaboard Coast Line Railroad Company

LAW DEPARTMENT
Writer's direct
telephone line: 359-3672

August 26, 1981

RECORDATION NO. 13088-B Filed 1425

AUG 31 1981 11 30 AM

1-243A010

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

INTERSTATE COMMERCE COMMISSION

No.	
Date	AUG 31 1981
Fee \$	50.00
ICC Washington, D. C.	

Dear Mrs. Mergenovich:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. Section 11303 counterparts Nos. 1, 2, and 3 of a sublease dated as of March 15, 1981, to a Lease dated as of March 25, 1981, filed with your Commission on May 11, 1981, at 12:05 p.m., Recordation No. 13088-B. Such supplement provides by its terms that each counterpart shall be deemed an original and, accordingly, counterpart No. 1 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the Sublease

- (a) Sublessor - Seaboard Coast Line Railroad Company, 500 Water Street, Jacksonville, Florida 32202.
- (b) Sublessee - Atlanta and West Point Railroad Company, 500 Water Street, Jacksonville, Florida 32202.

2. Description of equipment covered by the first supplement

Identifying marks

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

RECEIVED
AUG 31 11 24 AM '81
FEE COLLECTION ST.

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R. Mech. Designation</u>	<u>No.</u>	<u>Road Number</u>
Diesel Electric Locomotive	Model GP-7	B-B	1	AWP 4796

3. Counterparts Nos. 2 and 3 of the above mentioned document should be returned to the undersigned at 500 Water Street, Jacksonville, Florida 32202.

I am enclosing this Company's check covering the recordation fee for the above-mentioned document.

Yours very truly,

SEABOARD COAST LINE RAILROAD COMPANY

By Edward C. Tarnen
Edward C. Tarnen
Assistant General Attorney

AUG 31 1981 - 11 30 AM

INTERSTATE COMMERCE COMMISSION
SUBLEASE OF RAILROAD EQUIPMENT dated as of March 15, 1981, between SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (hereinafter called "SCL"), and ATLANTA AND WEST POINT RAILROAD COMPANY (hereinafter called "AWP").

WITNESSETH THAT:

WHEREAS, SCL has entered into a lease agreement (the "Lease"), also dated as of March 25, 1981, with First Security State Bank, a Utah banking corporation (the "Lessor"), in its capacity under a trust agreement with Litton Industries Credit Corporation, wherein First Security State Bank agreed to lease to SCL 11 diesel electric locomotives; and

WHEREAS, the AWP desires to lease one of said locomotives, which bears road number AWP 4976 (the "Unit") at the rentals and for the terms and upon the conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the AWP, SCL hereby leases the Unit to the AWP upon the following terms and conditions subject, however, upon default of SCL under the Lease to all the rights and remedies of the Lessor under the Lease.

SECTION 1. Delivery and Acceptance of Unit. The SCL will cause the Unit to be delivered to the AWP at the point or points within the United States of America at which the Unit is delivered to SCL under the Lease, whereupon it shall be deemed to have been delivered to and accepted by the AWP and shall be subject thereafter to all the terms and conditions of this Sublease.

SECTION 2. Rentals. The AWP agrees to pay to SCL as rental for the Unit subject to this Sublease consecutive semiannual payments, payable on February 1 and August 1 in each year commencing with February 1, 1982 (or if any such date is not a business day on the next succeeding business day). Rental shall be in an amount equal to such amount as SCL is obligated to pay the Lessor or rental pursuant to Section 2 of the Lease for the Unit. Such rental shall be payable to SCL, or as SCL may from time to time instruct the AWP.

This Lease is a net lease and the AWP shall not be entitled to any abatement of rent, reduction thereof or setoff against rent, including, but not limited to, abatements, reductions or setoffs due or alleged to be due by reason of any past, present or future claims of the AWP against SCL under this Sublease; nor, except as otherwise expressly provided herein, shall this Sublease terminate, or the respective obligations of the SCL or the AWP be otherwise affected, by reason of any

destruction of the Unit from whatsoever cause, any liens, encumbrances or rights of others with respect to the Unit, the prohibition of or other restriction against the AWP's use of the Unit, the interference with such use by any person or entity, the invalidity or unenforceability or lack of due authorization of this Sublease, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the AWP hereunder shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Sublease. To the extent permitted by applicable law, the AWP hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender the lease of the Unit except in accordance with the express terms hereof. Each rental or other payment made by the AWP hereunder shall be final and the AWP shall not seek to recover all or any part of such payment from SCL for any reason whatsoever.

SECTION 3. Terms of Sublease. The term of this Lease shall begin on the date the Unit is accepted and delivered and, subject to the provisions of Sections 6, 9 and 12 hereof, shall terminate on the date on which the final payment of the rent in respect thereof is due hereunder.

Notwithstanding anything to the contrary contained herein, all rights and obligations under this Sublease and in and to the Unit, upon default by SCL under the Lease, are subject to the rights of the Lessor thereunder. If an event of default should occur under the Lease, the Lessor may terminate this Sublease.

SECTION 4. Identification Marks. The AWP will cause the Unit to be kept numbered and marked as provided in Section 4 of the Lease, and will maintain such numbers and markings as provided in said section, and will be bound in this Sublease to all the provisions thereof.

SECTION 5. Impositions. All payments to be made by the AWP hereunder will be free of expense to SCL for collection or other charges and will be free of expense to SCL with respect to the amount of any impositions, as that term is defined in Section 5 of the Lease, and the AWP shall be obligated to make any and all payments and file all reports which SCL is required to pay and file pursuant to said Section 5.

SECTION 6. Maintenance; Payment for Casualty Occurrences: Insurance. This Sublease shall in all respects be governed by Section 6 of the Lease in respect of maintenance of the Unit, payment for casualty occurrences, and Insurance, and the AWP shall be obligated to SCL under this Sublease in such manner as SCL is obligated to the Lessor under the Lease.

SECTION 7. Annual Reports. On or before March 31 in each year, commencing with the calendar year 1982, the AWP will furnish to SCL or as SCL shall direct a report stating that, in case the Unit shall have been repainted or repaired during the period covered by such statement, the numbers and the markings required by Section 4 hereof and Section 7 of the Lease have been preserved or replaced.

SECTION 8. Compliance with Laws and Rules, Maintenance, and Indemnification. The AWP agrees, for the benefit of SCL and the Lessor to comply in all respects with Section 8 of the Lease, and the indemnify SCL and the Lessor as provided therein.

SECTION 9. Default. If, during the continuance of this Sublease, one or more of the following events (each such event being hereinafter sometimes called an "Event of Default") shall occur:

- A. default shall be made in payment of any part of the rental provided in Section 2 hereof and such default shall continue for five days.
- B. the AWP shall make or permit any unauthorized assignment or transfer of this Sublease or of possession of the Unit.
- C. default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the AWP contained herein or in the Lease and such default shall continue for 30 days after written notice from SCL to the AWP specifying the default and demanding that the same be remedied;

then, in any such case, SCL at its option, may:

- (a) proceed by appropriate court action or actions either at law or in equity, to enforce performance by the AWP of the applicable covenants of this Sublease or to recover damages for the breach thereof; or

(b) by notice in writing to the AWP terminate this Lease, whereupon all rights of the AWP to the use of the Unit shall absolutely cease and terminate as though this Lease had never been made, but the AWP shall remain liable as hereinafter provided, and thereupon SCL may by its agents enter upon the premises of the AWP or other premises where the Unit may be and take possession of it and thenceforth hold, possess and enjoy the same free from any right of the AWP, or its successors or assigns, to use the Unit for any purpose whatever; but SCL shall, nevertheless, have a right to recover from the AWP any and all amounts which under the terms of this Sublease may be then due or which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by multiplying the rental for such full rental period by a fraction of which the numerator is such number of days and the denominator is the total number of days in such full rental period) and also to recover forthwith from the AWP (i) as damages for loss of the bargain and not as a penalty, a sum, with respect to the Unit, which represents the excess of (x) the present value, at the time of such termination, of the entire unpaid balance of all rental for the Unit which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Sublease as to the Unit over (y) the then present value of the rentals which SCL reasonably estimates to be obtainable for the Unit during each period, such present value to be computed in each case on the basis of a 15% per annum discount, compounded semiannually from the respective dates upon which rentals would have been payable hereunder had this Sublease not been terminated, and (ii) any damages and expenses, including reasonable attorneys' fees, in addition thereto which SCL shall have sustained by reason of the breach of any covenant or covenants of this Sublease other than for the payment of rental.

The remedies in this Sublease provided in favor of SCL shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity. The AWP hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver is permitted by law. The AWP hereby waives any and

all existing or future claims to any offset against the rental payments due hereunder, and agrees to make rental payments regardless of any offset or claim which may be asserted by the AWP or on its behalf.

The failure of SCL to exercise the rights granted it hereunder upon the occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

SECTION 10. Return of Unit Upon Default. If this Lease shall terminate pursuant to Section 9 hereof, the AWP shall forthwith deliver possession of the Unit to SCL. For the purpose of delivering possession of the Unit to SCL as above required, the AWP shall at its own cost, expense and risk:

(a) forthwith place the Unit upon such storage tracks of the AWP as SCL reasonably may designate;

(b) permit SCL to store the Unit on such tracks at the risk of the AWP until it has been disposed of by SCL; and

(c) transport the same to any place on the lines of railroad operated by the AWP or any of its affiliates or to any connecting carrier for shipment all as directed by SCL.

The delivery, storage and transporting of the Unit as hereinbefore provided shall be at the expense and risk of the AWP and are of the essence of this Sublease, and upon application to any court of equity having jurisdiction in the premises SCL shall be entitled to a decree against the AWP requiring specific performance of the covenants of the AWP so to assemble, deliver, store and transport the Unit. During any storage period, the AWP will permit SCL or any person designated by it, including the authorized representative or representatives of any prospective purchaser of the Unit, to inspect the same.

Without in any way limiting the obligation of the AWP under the foregoing provisions of this Section 10, the AWP hereby irrevocably appoints SCL as the agent and attorney of the AWP, with full power and authority, at any time while the AWP is obligated to deliver possession of the Unit to SCL, to demand and take possession of such Unit in the name and on behalf of the AWP from whomsoever shall be in possession of the Unit at the time.

SECTION 11. Assignment, Possession and Use. This Sublease shall be assignable in whole or in part by SCL without the consent of the AWP, but the AWP shall be under no obligation to any assignee of SCL except upon written notice of such assignment from SCL. All the rights of SCL hereunder (including, but not limited to, the rights under Sections 5, 6 and 9 and the rights to receive the rentals payable under this Sublease) shall inure to the benefit of SCL's assigns (including the partners or any beneficiary of any such assignee if such assignee is a partnership or a trust, respectively). Whenever the term SCL is used in this Sublease it shall apply and refer to each such assignee of SCL.

So long as the AWP shall not be in default under this Sublease and so long as SCL shall not be in default under the Lease, the AWP shall be entitled to the possession and use of the Unit in accordance with the terms of this Sublease and the Lease, but, without the prior written consent of SCL, the AWP shall not assign or transfer its leasehold interest under this Lease in the Unit. The AWP, at its own expense, will promptly pay or discharge any and all sums claimed by any part which, if unpaid, might become a lien, charge, security interest or other encumbrance (other than an encumbrance resulting from claims against SCL or the Lessor not related to the ownership of the Unit) upon or with respect to the Unit, including any accession thereto, or the interest of SCL, the Lessor or the AWP therein, and will promptly discharge any such lien, claim, security interest or encumbrance which arises. The AWP shall not, without the prior written consent of SCL, part with the possession or control of, or suffer or allow to pass out of its possession or control, the Unit, except to the extent permitted by the provisions of the immediately succeeding paragraph.

So long as the AWP shall not be in default under this Sublease and so long as the SCL shall not be in default under the Lease, the AWP shall be entitled to the possession of the Unit and to the use of the Unit by it or any affiliate upon lines of railroad owned or operated by it or any such affiliate or upon lines of railroad over which the AWP or any such affiliate has trackage or other operating rights or over which railroad equipment of the AWP or any such affiliate is regularly operated pursuant to contract, and also to permit the use of the Unit upon connecting and other carriers in the usual interchange of traffic, but only upon and subject to all the terms and conditions of this Sublease and the Lease; provided, however, that the AWP shall not assign or permit the assignment of the Unit to service involving the regular operation and maintenance thereof outside the United State of America. The AWP may receive and retain compensation for such use from other railroads so using the Unit.

SECTION 12. Return of Unit upon Expiration of Term. As soon as practicable on or after the expiration of the term of this Sublease, but in no case longer than 30 days after such expiration, the AWP will, at its own cost and expense, at the request of SCL deliver possession of the Unit to SCL upon such storage tracks of the AWP as the AWP may designate, or, in the absence of such designation, as SCL may select, and permit SCL to store the Unit on such tracks for a period not exceeding 90 days and transport the same, at any time within such three-month period, to any reasonable place on the lines of railroad operated by the AWP, or to any connecting carrier for shipment, all as directed by SCL; the movement and storage of the Unit to be at the expense and risk of the AWP. During any such storage period the AWP will permit SCL or any person designated by it, to inspect the same; provided, however, that the AWP shall not be liable, except in the case of negligence of the AWP or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of SCL, the rights of inspection granted under this sentence. The delivery, storage and transporting of the Unit as hereinbefore provided are of the essence of this Sublease.

SECTION 13. Recording, Expenses. The AWP will cause this Sublease to be filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303. The AWP will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, record (and will refile, reregister, deposit and redeposit or re-record whenever required) any and all further instruments required by law or reasonably requested by SCL for the purpose of proper protection, to its satisfaction, of SCL's interests in the Unit, or for the purpose of carrying out the intention of this Sublease or any assignment thereof; and the AWP will promptly furnish to SCL evidences of all such filing, registering, depositing or recording.

SECTION 14. Interest on Overdue Rentals. Anything to the contrary herein contained notwithstanding, any nonpayment of rentals and other obligations due hereunder shall result in the obligation on the part of the AWP promptly to pay, to the extent legally enforceable, an amount equal to 15½% per annum of the overdue rentals for the period of time during which they are overdue or such lesser amount as may be legally enforceable.

SECTION 15. Severability, Effect and Modification of Sublease. Any provision of this sublease which is prohibited or unenforceable in any jurisdiction, shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any

jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

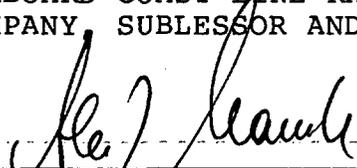
This Sublease exclusively and completely states the rights of SCL and the AWP with respect to the Unit and supersedes all other agreements, oral or written, other than the Lease, with respect to the Unit. No variation or modification of this Sublease and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of the parties hereto.

SECTION 16. Execution. This Sublease may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Although this Sublease is dated as of March 25, 1981, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

SECTION 17. Law Governing. The terms of this Sublease 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 rights conferred by 49 U.S.C. Section 11303.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

SEABOARD COAST LINE RAILROAD
COMPANY, SUBLESSOR AND JOINT LESSEE

By 
Senior Vice President - Finance

(CORPORATE SEAL)

Attest:


Assistant Secretary

THE ATLANTA AND WEST POINT
RAILROAD, AS SUBLESSEE



Treasurer

(CORPORATE SEAL)

Attest:



Assistant Secretary

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

On this 17th day of ~~July~~ ^{Aug.}, 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.

Judith L. Huggett
Notary Public

My commission expires

(NOTARIAL SEAL)

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

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

On this 17th day of ^{Aug.}~~July~~, 1981, before me personally appeared H. L. Snyder, to me personally known, who, being by me duly sworn, says that he is Treasurer of ATLANTA AND WEST POINT RAILROAD, 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.

Judith L. Hugglett
Notary Public

My commission expires

(NOTARIAL SEAL)

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