



# THE FAMILY LINES RAIL SYSTEM

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

RECORDATION 13135-10 Filed 1981

JOHN W. WELDON  
Vice President - Law  
Seaboard Coast Line Railroad Company

DEC 22 1981 12 05 PM

Writer's direct  
telephone line:  
(904) 359-1225

INTERSTATE COMMERCE COMMISSION  
December 16, 1981

1-356A083

No. \_\_\_\_\_  
Date DEC 22 1981  
Fee \$ 50.00  
ICC Washington, D. C.

DEC 21 10 55 AM '81  
FILED IN 13135-10

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

Re: Seaboard Coast Line Railroad Equipment  
Trust No. 16-D

Dear Mrs. Mergenovich:

I enclose for filing and recordation under the provisions of 49 U.S.C. §11303 of the Interstate Commerce Act, executed counterparts Nos. 1, 2, 3, and 4 of an agreement dated as of November 1, 1981, described in detail below, constituting Seaboard Coast Line Railroad Equipment Trust, No. 16-D. Such documents by their terms provide that each counterpart shall be deemed an original and, accordingly, counterpart No. 4 may be treated as an original and the others as counterparts thereof.

*Handwritten:* E. C. B. Evans

1. Names and addresses of the parties to Equipment Trust No. 16-D
  - (a) Trustee and Lessor - Mercantile-Safe Deposit and Trust Company, Baltimore, Maryland 21201
  - (b) Lessee and Guarantor - Seaboard Coast Line Railroad Company, Jacksonville, Florida 32202
2. Description of the equipment covered by Equipment Trust No. 16-D

Mrs. Agatha L. Mergenovich  
Page Two  
December 16, 1981

All of the following equipment is marked  
as follows:

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

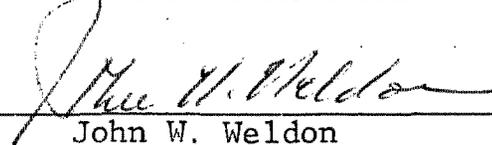
<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R. Mechanical Designation</u>	<u>No.</u>	<u>Road Numbers</u>
Woodchip Hopper Cars	100-ton 7,000 cu. ft.	HTS	39	SCL 196712-196750, inclusive
Covered Hopper Cars	100-ton 2,100 cu. ft.	HMS	300	SCL 155700-155899 SCL 156050-156149, inclusive
Diesel-electric Locomotives	Model C30-7 3000 H.P.	C-C	17	SCL 7070-7086, inclusive

3. The original agreement (counterpart No. 3) and counterpart No. 2 should be returned to Allen H. Harrison, Esquire, Wilmer, Cutler & Pickering, 1666 K Street, N.W., Washington, D.C. 20006.

Voucher payable to the order of the Interstate Commerce Commission in the amount of \$50.00 to cover the recordation fee for the agreement is enclosed.

Yours very truly,

SEABOARD COAST LINE RAILROAD COMPANY



John W. Weldon  
Vice President and General Counsel

RECORDATION NO. 13133-4 Filed 1981

COUNTERPART NO. 1 OF 7  
COUNTERPARTS.

DEC 22 1981 - 2 05 PM  
INTERSTATE COMMERCE COMMISSION

SEABOARD COAST LINE RAILROAD  
EQUIPMENT TRUST,  
NO. 16-D

SERIES 16-D EQUIPMENT TRUST AGREEMENT SUPPLEMENT

Dated as of November 1, 1981

Between

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
Trustee,  
and SEABOARD COAST LINE RAILROAD COMPANY

Supplementing Equipment Trust Agreement  
dated as of April 15, 1981

THIS SERIES 16-D EQUIPMENT TRUST AGREEMENT SUPPLEMENT, dated as of November 1, 1981 (hereinafter called "this Series Supplement"), between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, Trustee (the "Trustee"), and SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (the "Company").

WITNESSETH: THAT

WHEREAS the Company and the Trustee have entered into an Equipment Trust Agreement dated as of April 15, 1981 (the "Original Agreement"), providing for the issuance of one or more Series of Trust Certificates; and

WHEREAS the Company desires to provide for the issuance and sale, pursuant to Section 2.3 of the Original Agreement, as supplemented by this Series Supplement, of a Series of Trust Certificates designated "Seaboard Coast Line Railroad Equipment Trust Certificates, No. 16-D (the "Series 16-D Certificates"), in an aggregate principal amount of \$24,750,000 in order to refund a principal amount of Seaboard Coast Line Railroad Equipment Trust Certificates No. 16-A or No. 16-C (the "Refundable Certificates"), then outstanding equal to the principal amount of Series 16-D Certificates issued, and the Company proposes to comply with the provisions of Section 4.7 of the Original Agreement in respect thereof; whereupon the Trust

Equipment described in Exhibit B of this Series Supplement shall, as provided in the last paragraph of Section 4.7 of the Original Agreement, without any further act be released from the trust created for the Refundable Certificates and such Trust Equipment shall thereupon become subject to the trust created under this Series Supplement for the sole benefit of the holders of the Series 16-D Certificates; and

WHEREAS it is desired to provide security to the holders of the Series 16-D Certificates, separate from the security for every other Series of Trust Certificates, for the payment of the principal thereof and dividends thereon, and to evidence the rights of the holders of the Series 16-D Certificates, all as provided herein and in the Original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and in the Original Agreement, the parties hereto hereby agree as follows:

#### ARTICLE I

##### Definitions

All terms used in this Supplement which are defined in the Original Agreement shall, for all purposes of this Series Supplement, have the respective meanings given them in the Original Agreement, unless the context otherwise requires.

ARTICLE II

Series 16-D Trust Certificates

2.1. A Series of Trust Certificates entitled to the benefit and security of the Original Agreement is hereby authorized pursuant to Section 2.3 of the Original Agreement and shall be designated, to distinguish it from any other Series of Trust Certificates which may be issued from time to time, by the title "Seaboard Coast Line Railroad Equipment Trust Certificates, No. 16-D". Each of the Series 16-D Certificates shall represent an interest, in the principal amount therein specified, in the trust hereby created under the Original Agreement, which trust is hereby designated "Seaboard Coast Line Railroad Equipment Trust, No. 16-D".

2.2. The aggregate principal amount of Series 16-D Certificates which shall be executed and delivered by the Trustee shall not exceed \$24,750,000, except as provided in Sections 2.7, 2.8 and 3.2 of the Original Agreement. The Series 16-D Certificates shall be in denominations of \$1,000 and any multiple of \$1,000 and shall be numbered from R1 consecutively upward.

Upon Request and compliance by the Company with the conditions of Sections 2.3 and 4.7 of the Original Agreement and Article III hereof, the Trustee shall execute and deliver Series 16-D Certificates, bearing the guarantee of the Company.

If issued as Serial Certificates, the principal amount of the Series 16-D Certificates shall become due in 15 equal annual installments payable on March 1 in each year beginning in March 1, 1982, and ending March 1, 1996, both inclusive. If issued as Sinking Fund Certificates, the principal amount of the Series 16-D Certificates shall become due on March 1, 1996, subject to redemption through operation of a sinking fund, as described herein.

Each Series 16-D Certificate shall bear dividends on the unpaid principal amount thereof from the date of such Certificate, payable semiannually on March 1, and September 1 in each year commencing March 1, 1982, at a rate per annum specified in a Request.

The Overdue Interest Rate applicable to the Series 16-D Certificates shall, with respect to the amount of any overdue principal thereof or dividends thereon, be a rate per annum equal to the dividend rate specified in the above-mentioned Request.

2.3. Series 16-D Certificates issued pursuant to Section 2.3 of the Original Agreement prior to the first dividend payment date thereof shall be dated as of the date of delivery and any Series 16-D Certificates issued in exchange for another Series 16-D Certificate or Certificates prior to such date shall be dated as of the same date as the Series 16-D Certificate or Certificates surrendered in such exchange, and

Series 16-D Certificates issued on or subsequent to the first dividend payment date thereof shall be dated as provided in Section 2.7 of the Original Agreement.

2.4. The Series 16-D Certificates shall all be issued as either "Serial Certificates" or "Sinking Fund Certificates" as defined in the Original Agreement as may be set forth in a Request, and, if issued as Sinking Fund Certificates, shall be subject to redemption through the application of the rental payable to the Trustee pursuant to Section 5.4(B)(4) of the Original Agreement on March 1, 1982, and on each March 1 thereafter to and including March 1, 1995 (each such date being herein called a "redemption date"), at a redemption price of 100% of the principal amount thereof, together with accrued and unpaid dividends to the date fixed for redemption, all pursuant to the provisions set forth in Article III of the Original Agreement and subject to the provisions of the paragraph immediately following Section 5.4(B)(5) of the Original Agreement. As a sinking fund for the Series 16-D Certificates (if issued as Sinking Fund Certificates), on or before each redemption date the Company agrees, subject to the provisions of the paragraph immediately following Section 5.4(B)(5) of the Original Agreement, to pay, as rental, pursuant to Section 5.4(B)(4) of the Agreement an amount sufficient to redeem \$1,650,000 aggregate principal amount of Series 16-D Certificates.

2.6. The "Fair Value" of any unit of Equipment which is or is to become Trust Equipment relating to the Series 16-D Certificates shall be the Cost hereof less an amount representing depreciation arising from reasonable wear and tear to the date immediately prior to the release, wearing out, becoming unsuitable or not needed, loss or destruction, or other event in respect of the Equipment to be replaced, to be determined by the method at the time employed in standard railroad practice for determining such depreciation; provided, however, that such depreciation shall not be computed at a rate or rates higher than the rate or rates applicable to such unit under rules and regulations of the Interstate Commerce Commission. The Trustee shall be entitled to rely on an Officer's Certificate as to the Fair Value of any unit of Equipment. The "In-Service Date" with respect to such Equipment shall be February 24, 1981. The "Principal Office" for the Series 16-D Certificates shall be the corporate trust office of the Trustee in the City of Baltimore, State of Maryland.

2.7. The Refundable Certificates to be refunded with the Interim Deposited Cash relating to the Series 16-D Certificates are Series 16-A Certificates and/or Series 16-C Certificates in an aggregate principal amount not exceeding \$24,750,000 to be surrendered to the Trustee from time to time on behalf of the Company pursuant to Section 4.7 of the Original Agreement and Section 3.1 hereof.

ARTICLE III

Delivery of Funds and Surrender of  
Series 16-A Certificates to the  
Trustee and Payments to the Company

3.1. Upon Request delivered to the Trustee accompanied by the deposit with the Trustee of cash equal to the principal amount of Series 16-D Certificates to be issued, on the date of any sale of Series 16-D Certificates, and upon compliance with the conditions set forth in Section 2.3 of the Original Agreement, the Trustee shall execute and deliver to, or on the order of, the Company Series 16-D Certificates in such principal amounts as may be specified in such Request to refund a like aggregate principal amount of refundable certificates (in amounts and of the Series specified in the Request). Thereupon, upon surrender to the Trustee of the Refundable Certificates to be refunded, which shall thereupon be canceled by the Trustee, the Trustee, upon Request, shall pay to, or upon the order of, the Company the Series 16-D Interim Deposited Cash with respect to such Series 16-D Certificates.

ARTICLE IV

Interests in the Trust Equipment

4.1. Upon issuance of the Series 16-D Certificates as provided in Article III of this Series Supplement in the

aggregate principal amount of \$24,750,000, the units of Trust Equipment described in the Officer's Certificate delivered pursuant to Section 4.7 of the Original Agreement which relate to the Refundable Certificates refunded (being the units of Trust Equipment described in Exhibit B hereto) shall, upon compliance with the provisions of said Section 4.7, be released from the trusts created for the Refundable Certificates and shall become subject to the trust created hereunder for the benefit of the holders of the Series 16-D Certificates, and the Trustee and the Company shall forthwith enter into appropriate supplements to (1) this Series Supplement confirming that such units of Trust Equipment are subject to this Series Supplement and (2) the Series Supplements pursuant to which the Refundable Certificates were issued confirming that such units of Trust Equipment have been released therefrom, which supplements shall be duly filed by the Company in accordance with 49 U.S.C. §11303.

## ARTICLE V

### Miscellaneous

5.1. This Series Supplement supplements the Original Agreement and shall be a part of and subject to all the terms thereof and, except as supplemented and modified hereby, all the terms and provisions of the Original Agreement are hereby ratified and confirmed and shall continue in full force and effect.



STATE OF FLORIDA,            )  
                                  ) ss.:  
CITY OF JACKSONVILLE, )

On this *16th* day of December 1981, before me personally appeared, John W. Weldon, to me personally known, who, being by me duly sworn, says that he is Vice President and General Counsel 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.

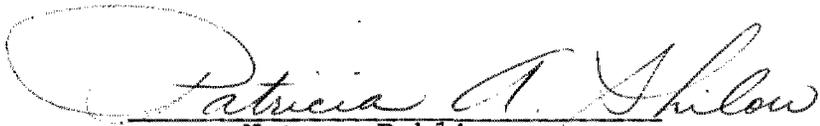
*Brenda S. Kelly*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Oct. 5, 1985  
My commission expires: Bonded by American Fire & Casualty Company

STATE OF MARYLAND, )  
 )  
CITY OF BALTIMORE, )

On this *18th* day of December 1981, before me personally appeared, G. J. Johnston, to me personally known, who, being by me duly sworn, says that he is a 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

[Notarial Seal]

My Commission expires: *7-1-82*

EXHIBIT A

[FORM OF SERIES 16-D CERTIFICATE]

No.

SEABOARD COAST LINE RAILROAD  
EQUIPMENT TRUST, NO. 16-D

Equipment Trust Certificate

Total Authorized Series \$24,750,000

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, Trustee

Dividends at a Rate of 13 3/8% Per Annum  
Payable March 1 and September 1

Principal hereof payable March 1, 19

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, Baltimore, Maryland, as Trustee under an Equipment Trust Agreement dated as of April 15, 1981, between Mercantile-Safe Deposit and Trust Company, Trustee, and Seaboard Coast Line Railroad Company ("Company"), as supplemented by the Series 16-D Equipment Trust Agreement Supplement dated as of November 1, 1981 (said Agreement, as so supplemented, being hereinafter called the "Agreement"), hereby certifies that

or registered assigns, is entitled to an interest in the principal amount of \$ \_\_\_\_\_ in Seaboard Coast Line Railroad Equipment Trust, No. 16-D, payable on the due date stated above, upon presentation and surrender of this Certificate to the undersigned at its corporate trust office in the City of Baltimore, State of Maryland, and to payment, until

said due date, of dividends on said principal amount at the rate of 13 3/8% per annum from the date hereof, semi-annually on March 1 and September 1 in each year, with interest at the dividend rate on any unpaid principal and on any unpaid dividends to the extent that it shall be legally enforceable, principal, dividends and interest being payable to the registered holder hereof, either, at the option of the undersigned, at said office of the undersigned or by check mailed to the order of such person, or registered assigns, at such person's, or assignee's registered address, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, but payable only out of rentals or other monies received by the undersigned and applicable to such payment under the provisions of said Agreement.

This Certificate is one of an issue of Certificates in an aggregate principal amount not exceeding \$24,750,000, all issued or to be issued under and subject to the terms of said Agreement, under which certain railroad equipment leased to the Company (or cash or obligations defined in said Agreement as "Investment Securities" in lieu thereof, as provided in said Agreement) is held by the undersigned in trust for the benefit of the holders of the interest represented by said Certificates, to which Agreement (a copy of which is on file with the undersigned at its said office) reference is made for a full statement of the rights and obligations of the Company, the

duties and immunities of the undersigned and the rights of the registered holder hereof thereunder.

The Trust Certificates are only issuable as fully registered Trust Certificates in denominations of \$1,000, and any multiple of \$1,000. The Trust Certificates are interchangeable for a like aggregate principal amount of the same maturity upon presentation thereof at said office of the undersigned, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in said Agreement.

This Certificate is transferable by the registered holder hereof in person or by duly authorized attorney on the books of the undersigned upon surrender hereof to the undersigned at its said office accompanied by a written instrument of transfer, duly executed by the registered holder in person or by such attorney, in form satisfactory to the undersigned, and thereupon a new Trust Certificate or Certificates in authorized denominations for the same aggregate principal amount and having the same date of maturity will be issued to the transferee in exchange herefor. The undersigned and the Company may deem and treat the registered holder of this Certificate as the absolute owner hereof for the purpose of receiving payment of principal and dividends and for all other purposes and shall not be affected by any notice to the contrary.

As a sinking fund for the Certificates, said Agreement provides for the payment by the Company to the Trustee, on or before March 1 in each year, commencing March 1, 1982, and continuing to and including March 1, 1995, of additional rental in an amount sufficient to redeem \$1,650,000 aggregate principal amount of the Certificates. As more fully provided in said Agreement, the Certificates are subject to redemption through the application of such additional rental on March 1, 1982, and on each March 1, thereafter to and including March 1, 1995, at 100% of the principal amount thereof, together with accrued and unpaid dividends to the date fixed for redemption. Notice of such redemption shall be given, as provided in said Agreement, not later than February 1 nor earlier than January 1, next preceding March 1 in each year in which the redemption is to be made. Said Agreement further provides that the Company may, at its option, credit against such rental, Certificates not theretofore credited or redeemed, such credit to be in an amount equal to 100% of the principal amount of such Certificates, plus accrued dividends thereon.\*

In case of default in the performance or observance of any of the covenants of the Company in said Agreement contained, the principal amount represented by this Certificate may be declared due and payable, as provided in said Agreement.

This Certificate shall not be deemed in anywise a promise to pay of the undersigned.

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\*This paragraph is to be included in the form of any Trust Certificates issued as Sinking Fund Certificates.

IN WITNESS WHEREOF, Mercantile-Safe Deposit and Trust Company, Trustee, has caused this Certificate to be signed by the facsimile signature of its President or one of its Vice Presidents, and its corporate seal, in facsimile, to be hereunto affixed and to be attested by one of its authorized officers.

Dated as of

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, Trustee

By \_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Authorized Officer

[FORM OF GUARANTY FOR TRUST CERTIFICATE]

SEABOARD COAST LINE RAILROAD COMPANY, for a valuable consideration, hereby unconditionally guarantees to the registered holder of the within Certificate the prompt payment of the principal of said Certificate, and of the dividends thereon specified in said Certificate, with interest at the dividend rate on any unpaid principal and on any unpaid dividends to the event that it shall be legally enforceable, in accordance with the terms of said Certificate and the Agreement referred to therein.

SEABOARD COAST LINE RAILROAD COMPANY

By *J. M. W. Wells*  
Vice President and General Counsel

EXHIBIT B

[Equipment Trust, No. 16-D]

<u>Quantity</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>SCL Road Nos. (both inclusive)</u>
39	100-ton 7000 cu. ft. wood chip hopper cars	HTS	196712-196750
300	100-ton 2100 cu. ft. wet rock hopper cars	HMS	155700-155899 156050-156149
17	Model C30-7 3000 H.P. diesel-electric locomotives	C-C	7070-7086