

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

RECORDATION NO. 13171-E Filed 1425

FEB 24 1982 12:15 PM

INTERSTATE COMMERCE COMMISSION

2-055A049

No. FEB 24 1982 Date..... Fee \$10.00 ICC Washington, D. C.

February 5, 1982

COUNSEL MAURICE T. MOORE FRANCIS F. RANDOLPH, JR. TELEPHONE 212 422-3000 TELETYPE RCA 233663 WUD 125547 WUI 620976 CABLE ADDRESSES CRAVATH, N. Y. CRAVATH, LONDON E. C. 2 33 THROGMORTON STREET LONDON, EC2N 2BR, ENGLAND TELEPHONE: 1-608-1421 TELETYPE: 8814901 RAIPAFAX/INFOTEC: 1-606-1425

RALPH L. McAFEE HENRY W. deKOSMIAN ALLEN F. MAULSBY STEWARD R. BROSS, JR. HENRY P. RIORDAN JOHN R. HUPPER SAMUEL C. BUTLER WILLIAM J. SCHRENK, JR. BENJAMIN F. CRANE JOHN F. HUNT GEORGE J. GILLESPIE, III RICHARD S. SIMMONS WAYNE E. CHAPMAN THOMAS D. BARR MELVIN L. BEDRICK GEORGE T. LOWY ROBERT ROSENMAN JAMES H. DUFFY ALAN J. HRUSKA JOHN E. YOUNG JAMES M. EDWARDS DAVID G. ORMSBY DAVID L. SCHWARTZ RICHARD J. HIEGEL

CHRISTINE BESHAR ROBERT S. RIFKIND DAVID BOIES DAVID O. BROWNWOOD PAUL M. DODYK RICHARD M. ALLEN THOMAS R. BROME ROBERT D. JOFFE ROBERT F. MULLEN ALLEN FINKELSON RONALD S. ROLFE JOSEPH R. SAHID PAUL C. SAUNDERS MARTIN L. SENZEL DOUGLAS D. BROADWATER ALAN C. STEPHENSON RICHARD L. HOFFMAN JOSEPH A. MULLINS MAX R. SHULMAN WILLIAM P. DICKEY STUART W. GOLD JOHN W. WHITE JOHN E. BEERBOWER

Amendment Agreement Dated as of January 15, 1982  
Amending Reconstruction and Conditional Sale Agreement,  
Transfer Agreement, Lease of Railroad Equipment  
and Hulk Purchase Agreement

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 January 15, 1982, among Seaboard Coast Line Railroad Company, as Lessee and as Builder, First Security Bank of Utah, N.A., as Agent, and First Security State Bank, as Vendee

Amendment Agreement No. 1 amends a Reconstruction and Conditional Sale Agreement, Transfer Agreement, Lease of Railroad Equipment and Hulk Purchase Agreement each dated as of May 25, 1981, previously filed and recorded with the Interstate Commerce Commission on July 2, 1981, at 1:30 p.m., Recordation Number 13171.

Amendment Agreement No. 1 amends the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement to reflect the railroad equipment delivered, accepted and settled for under this transaction.

*Ms Lee we think this one will be 13171-E*

*V. Mergenovich*  
*Craven*

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**2/24/82**

OFFICE OF THE SECRETARY

**Robert A. Kindler**  
**Cravath, Swaine & Moore**  
**One Chase Manhattan Plaza**  
**New York, N.Y. 10005**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **2/24/82** at **12:15pm**, and assigned recordation number(s).  
**13172-F & 13171-E**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 13171-*F*  
FILED 1428

[CS&M Ref. 2044-139 (RL)]

FEB 24 1982 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 1 dated as of January 15, 1982, 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") and FIRST SECURITY STATE BANK, a Utah banking corporation, not in its individual capacity but solely as trustee (the "Vendee") under a Trust Agreement with TRANSAMERICA EQUIPMENT LEASING COMPANY, INC., a Delaware corporation and COMMERCIAL NATIONAL BANK IN SHREVEPORT, a Louisiana banking corporation.

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

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

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

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

WHEREAS the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement are collectively called the "Documents";

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 2, 1981, at 1:30 p.m., recordation number 13171;

WHEREAS the parties hereto now desire to amend the Documents so as to reflect the railroad equipment delivered, accepted and settled for under this transaction;

NOW, THEREFORE, the parties hereto agree as follows:

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

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

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

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

5. 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.

6. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

7. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

8. The Lessee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 14 of the Lease.

9. This Amendment Agreement 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 to be executed by duly authorized officers or other persons, as of the date first above written.

SEABOARD COAST LINE RAILROAD COMPANY,

by *Al. Lane*  
Senior Vice President-Finance

[Corporate Seal]

Attest: *[Signature]*  
Assistant Secretary

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

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

[Seal]

Attest: \_\_\_\_\_  
Authorized Officer

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

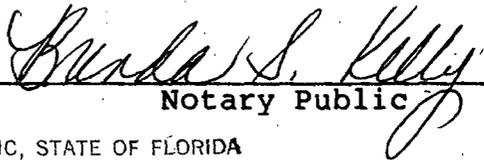
by \_\_\_\_\_  
Authorized Officer

[Corporate Seal]

Attest: \_\_\_\_\_  
Authorized Officer

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

On this 8th day of February 1982, 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 NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Oct. 5, 1985  
Bonded by American Fire & Casualty Company

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

On this \_\_\_\_\_ day of February 1982, 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 UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE,)

On this            day of February 1982, 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

Quantity	Mechanical Designation	Description	Old Railroad Road Numbers	New Railroad		Hulk		Estimated Base Reconstruction Cost		Estimated Purchase Price	
				Road Numbers (Inclusive)	Road Numbers	Per Unit	Total	Per Unit	Total	Per Unit	Total
21	GP-7 and GP-9	Diesel Electric Locomotive	SCL 723 SCL 742 SCL 778 SCL 792 SCL 796 SCL 823 SCL 857 SCL 859 SCL 885 SCL 898 SCL 930 SCL 939 SCL 945 SCL 990 SCL 993 SCL 994 SCL 1031 SCL 1033 SCL 1035 SCL 1039 SCL 1046	SCL 4632-4636 SCL 4762-4777	\$40,000	\$840,000	\$288,000	\$6,048,000	\$328,000	\$6,888,000	
	As Rebuilt: GP-16							Total		\$6,888,000	

EXHIBIT 6  
1

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

## TRANSFER AGREEMENT

## ANNEX I

<u>Quantity</u>	<u>Description</u>	<u>Road Numbers</u>
21	Diesel Electric Locomotives	SCL 723 SCL 742 SCL 778 SCL 792 SCL 796 SCL 823 SCL 857 SCL 859 SCL 885 SCL 898 SCL 930 SCL 939 SCL 945 SCL 990 SCL 993 SCL 994 SCL 1031 SCL 1033 SCL 1035 SCL 1039 SCL 1046

Lease of Railroad Equipment

## SCHEDULE A

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>Lessee's Road Numbers (Inclusive)</u>
21	GP-16	Diesel Electric Locomotives	SCL 4632-4636 SCL 4762-4777

## HULK PURCHASE AGREEMENT

## EXHIBIT A

<u>Quantity</u>	<u>Description</u>	<u>Road Numbers</u>	<u>Hulk Purchase Price</u>	<u>Total Purchase Price</u>
21	Diesel Electric Locomotives	SCL 723 SCL 742 SCL 778 SCL 792 SCL 796 SCL 823 SCL 857 SCL 859 SCL 885 SCL 898 SCL 930 SCL 939 SCL 945 SCL 990 SCL 993 SCL 994 SCL 1031 SCL 1033 SCL 1035 SCL 1039 SCL 1046	\$40,000	\$840,000

\$840,000



AMENDMENT AGREEMENT No. 1 dated as of January 15, 1982, 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") and FIRST SECURITY STATE BANK, a Utah banking corporation, not in its individual capacity but solely as trustee (the "Vendee") under a Trust Agreement with TRANSAMERICA EQUIPMENT LEASING COMPANY, INC., a Delaware corporation and COMMERCIAL NATIONAL BANK IN SHREVEPORT, a Louisiana banking corporation.

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

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

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

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

WHEREAS the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement are collectively called the "Documents";

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 2, 1981, at 1:30 p.m., recordation number 13171;

WHEREAS the parties hereto now desire to amend the Documents so as to reflect the railroad equipment delivered, accepted and settled for under this transaction;

NOW, THEREFORE, the parties hereto agree as follows:

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

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

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

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

5. 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.

6. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

7. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

8. The Lessee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 14 of the Lease.

9. This Amendment Agreement 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 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 Randy R Mambert  
Authorized Officer

[Seal]

Attest:

[Signature]  
Authorized Officer

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

by [Signature]  
Authorized Officer

[Corporate Seal]

Attest:

[Signature]  
Authorized Officer

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

On this            day of February 1982, 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 <sup>23<sup>rd</sup></sup> day of February 1982, before me personally appeared *Randy R Macchert*, 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.

*Richard S. Eubank*  
\_\_\_\_\_  
Notary Public

My Commission Expires *Nov 20, 1983*

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

On this *23<sup>rd</sup>* day of February 1982, before me personally appeared *Linda Lisa Clayton*, 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 *Apr 20, 1983*

RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

Schedule A—Specifications of the Equipment

Quantity	Mechanical Designation	Description	Old Railroad Road Numbers	New Railroad Road Numbers (Inclusive)	Hulk		Estimated Base Reconstruction Cost		Estimated Purchase Price	
					Per Unit	Total	Per Unit	Total	Per Unit	Total
21	GP-7 and GP-9	Diesel Electric Locomotive	SCL 723 SCL 742 SCL 778 SCL 792 SCL 796 SCL 823 SCL 857 SCL 859 SCL 885 SCL 898 SCL 930 SCL 939 SCL 945 SCL 990 SCL 993 SCL 994 SCL 1031 SCL 1033 SCL 1035 SCL 1039 SCL 1046	SCL 4632-4636 SCL 4762-4777	\$40,000	\$840,000	\$288,000	\$6,048,000	\$328,000	\$6,888,000
	As Rebuilt: GP-16						Total			\$6,888,000

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

## TRANSFER AGREEMENT

## ANNEX I

<u>Quantity</u>	<u>Description</u>	<u>Road Numbers</u>
21	Diesel Electric Locomotives	SCL 723 SCL 742 SCL 778 SCL 792 SCL 796 SCL 823 SCL 857 SCL 859 SCL 885 SCL 898 SCL 930 SCL 939 SCL 945 SCL 990 SCL 993 SCL 994 SCL 1031 SCL 1033 SCL 1035 SCL 1039 SCL 1046

Lease of Railroad Equipment

## SCHEDULE A

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>Lessee's Road Numbers (Inclusive)</u>
21	GP-16	Diesel Electric Locomotives	SCL 4632-4636 SCL 4762-4777

## HULK PURCHASE AGREEMENT

## EXHIBIT A

<u>Quantity</u>	<u>Description</u>	<u>Road Numbers</u>	<u>Hulk Purchase Price</u>	<u>Total Purchase Price</u>
21	Diesel Electric Locomotives	SCL 723 SCL 742 SCL 778 SCL 792 SCL 796 SCL 823 SCL 857 SCL 859 SCL 885 SCL 898 SCL 930 SCL 939 SCL 945 SCL 990 SCL 993 SCL 994 SCL 1031 SCL 1033 SCL 1035 SCL 1039 SCL 1046	\$40,000	\$840,000

\$840,000