

CRAVATH, SWAINE & MOORE

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TELEX

RCA 233663
WUD 125547
WUI 620976

CABLE ADDRESSES

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CRAVATH, LONDON, E. C. 2

RECORDATION NO. 13172-*F*

AUG 19 1981 - 11 50 AM

INTERSTATE COMMERCE COMMISSION

1-231A083

No. AUG 10 1981

Date FEB 3 1980

ICC Washington, D. C.

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TELEPHONE (1-606-142)
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August 7, 1981

Amendment Agreement Dated as of May 25, 1981
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 May 25, 1981 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 13172.

Amendment Agreement No. 1 amends the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement to add Railroad equipment numbers to be covered by this transaction.

*Mr Lee -
This one is
under
the No.
13172-E*

Counterpart Mr. Brad

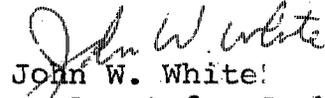
AUG 19 1981
RECEIVED
OFFICE OF THE
SECRETARY OF
TRANSPORTATION

Please file and record Amendment Agreement No. 1 submitted with this letter and assign it Recordation Number 13172-E.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for Amendment 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 documents be delivered to the bearer of this letter.

Very truly yours,


John W. White,
as Agent for Seaboard Coast
Line Railroad Company

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

Encls.

RECORDATION NO. 13172-6
Filed 1425

AUG 19 1981 - 11 50 AM

INTERSTATE COMMERCE COMMISSION

*See - F for #3
(all notes doc
changed by -F)*

AMENDMENT AGREEMENT No. 1 dated as of May 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") 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 13172;

WHEREAS the parties hereto now desire to amend the Documents so as to add additional railroad equipment numbers to the Documents;

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 No. 1 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 No. 1 to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 14 of the Lease.
9. 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.

IT 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

R. Schuler
Authorized Officer

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

by

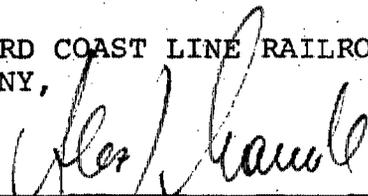
T. Clayton
Authorized Officer

Cravath, Swaine & Moore, special counsel for the Agent.

IT 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,

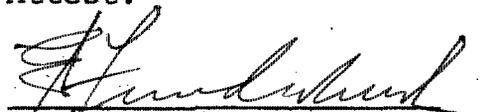
by



Senior Vice President-Finance

[Corporate Seal]

Attest:


Assistant Secretary

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

by

Authorized Officer

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

by

Authorized Officer

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

On this 18th day of Aug. 1981, before me personally appeared R D Schutjer, 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 R. Mairmont
Notary Public

My Commission Expires 2-8-82

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

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 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 10th day of 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. Hughett
Notary Public

My Commission Expires

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

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

On this 18th day of Aug 1981, before me personally appeared T L 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.

Randy R Manshart
Notary Public

My Commission Expires: 2-8-82

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*

Quantity	AAR Mechanical Designation	Description	SCL Railroad Road Numbers (Inclusive)	Hulk Purchase Price		Estimated Base Reconstruction Cost		Estimated Purchase Price	
				Per Unit	Total	Per Unit	Total	Per Unit	Total
298	XM OR XL	77-ton Box Cars	SCL 635000-635099, 635100-635899, 635900-636199, 815000-815499, 815500-815599, 816000-816749	\$7,000	\$2,086,000	\$21,590	\$6,433,820	\$28,590	\$ 8,519,820
149	HMS	100-ton Wet Rock Hopper Cars	SCL 735600-736099 737000-737402	\$7,000	\$1,043,000	\$18,820	\$2,804,180	\$25,820	\$ 3,847,180
								Total	\$12,367,000

EXHIBIT 1

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

* Notwithstanding anything herein to the contrary, this Schedule A and the Reconstruction and Conditional Sale Agreement to which this Schedule A is attached (this "Agreement") will cover only those units of Equipment that are reconstructed by the Builder from Hulks delivered pursuant to the Hulk Purchase Agreement and that are settled for pursuant to this Agreement. After delivery of all Equipment covered by this Agreement, this Schedule A will be amended (and a supplement will be filed with the Interstate Commerce Commission) to describe only those units of Equipment covered by this Agreement and to designate the particular Railroad Road Numbers thereof.

EXHIBIT 2

TRANSFER AGREEMENT

ANNEX I*

<u>Quantity</u>	<u>Description</u>	<u>To Be Selected from Series Bearing Road Numbers</u>
298	77-ton Box Cars	SCL 635000-635099 SCL 635100-635899 SCL 635900-636199 SCL 815000-815499 SCL 815500-815599 SCL 816000-816749
149	100-ton Wet Rock Hopper Cars	SCL 735600-736099 SCL 737000-737402

* Notwithstanding anything herein to the contrary, this Annex I and the Transfer Agreement to which this Annex I is annexed ("this Argeement") will only cover Hulks delivered by the Builder pursuant to and accepted under the terms of the Hulk Purchase Agreement. After delivery of all Hulks covered by this Agreement, this Annex I will be amended to describe only those Hulks covered by this Agreement and to designate the particular Railroad Road Numbers thereof.

EXHIBIT 3

Lease of Railroad Equipment

SCHEDULE A*

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>Lessee's Road Numbers (Inclusive)</u>
298	XM or XL	77-ton Box Cars	SCL 635000-635099 SCL 635100-635899 SCL 635900-636199 SCL 815000-815499 SCL 815500-815599 SCL 816000-816749
149	HMS	100-ton Open Top Wet Rock Hopper Cars	SCL 735600-736099 SCL 737000-737402

* Units subject to this Lease will include only those delivered, accepted and settled for under the RCSA on or hereunder prior to May 31, 1982, and will bear Road Numbers included in the groups of Road Numbers listed above. Upon completion of all deliveries, this Schedule A will be appropriately amended to delete the Equipment listed above which has not become subject to this Lease.

EXHIBIT 4

HULK PURCHASE AGREEMENT*

EXHIBIT A

<u>Quantity</u>	<u>Description</u>	<u>To be selected from Series Bearing Road Numbers</u>	<u>Hulk Purchase Price</u>	<u>Total Purchase Price</u>
298	77-ton Box Cars	SCL 635000-635099 SCL 635100-635899 SCL 635900-636199 SCL 815000-815499 SCL 815500-815599 SCL 816000-816749	\$7,000	\$2,086,000
149	100-ton Wet Rock Hopper Cars	SCL 735600-736099 SCL 737000-737402	\$7,000	1,043,000
				<u>\$3,129,000</u>

* It is agreed that, notwithstanding anything to the contrary contained in this Exhibit A or in the Hulk Purchase Agreement to which this Exhibit A is annexed ("this Agreement"), this Agreement will only cover Hulks delivered by the Seller and accepted by the Buyer on or after the First Delivery Date (as defined in the Participation Agreement), and on or before December 31, 1981, having an aggregate Purchase Price (as defined in the RCSA) when reconstructed not in excess of the Maximum Purchase Price (as defined in the RCSA). After delivery of all the Hulks covered by this Agreement, this Exhibit A will be appropriately amended to describe only those Hulks covered by this Agreement and will designate the particular road numbers thereof.