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2-055 A048 RECORDED/WACON NO. 13172-F

FEB 24 1982 7:15 PM

No. FEB 24 1982 INTERSTATE COMMERCE COMMISSION

Date.....
Fee \$ 10.00

ICC Washington, D. C.

February 5, 1982

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. 2 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. 2 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, and Amendment Agreement No. 1 dated as of May 25, 1981, previously filed and recorded with the Interstate Commerce Commission on August 19, 1981, at 11:50 a.m., Recordation Number 13172-E.

*Ms. Fee -
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this one is not
see 13172-F*

Counterpart of Mergenovich

Amendment Agreement No. 2 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.

Please file and record Amendment Agreement No. 2 submitted with this letter and assign it Recordation Number 13172-F.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for Amendment Agreement No. 2.

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,



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

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

Encls.

RECORDATION NO. 13172-5
FILED 1425

FEB 24 1982 12 15 PM

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

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT NO. 2 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 parties hereto have entered into an Amendment Agreement No. 1 dated as of May 25, 1981 ("Amendment Agreement No. 1"), to add additional railroad equipment numbers to the Documents;

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 Amendment Agreement No. 1 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on August 19, 1981, at 11:50 a.m., recordation number 13172;

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 1 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. 2 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. 2 to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 14 of the Lease.

9. This Amendment Agreement No. 2 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. 2 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. Mansant
Authorized Officer

[Seal]

Attest:

[Signature]
Authorized Officer

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

by

W. Clayton
Authorized Officer

[Corporate Seal]

Attest:

Edward Dixon
Authorized Officer

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. 2 to be executed by duly authorized officers or other persons, as of the date first above written.

SEABOARD COAST LINE RAILROAD COMPANY,

by

Alf Lane
Senior Vice President-Finance

[Corporate Seal]

Attest:

J. Schubert
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 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 ^{23rd} day of February 1982, before me personally appeared *Randy R. Marchant*, 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.

[Signature]

Notary Public

My Commission Expires *Apr 30, 1983*

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.

Brenda S. Kelly

Notary Public

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

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 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 *23rd* day of February 1982, before me personally appeared *Joshua 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.

[Signature]

Notary Public

My Commission Expires *Apr 20, 1983*

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	Per Unit	Total	
298	XM or XL	77-ton Box Cars	See Note 1		\$7,000	\$2,086,000	\$21,590	\$6,433,820	\$28,590	\$8,519,820	
149	HMS	100-ton Wet Rock Hopper Cars	See Note 2		\$7,000	\$1,043,000	\$18,820	\$2,804,180	\$25,820	\$3,847,180	
										Total	\$12,367,000

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

EXHIBIT 2

TRANSFER AGREEMENT

ANNEX I

<u>Quantity</u>	<u>Description</u>	To Be Selected from Series <u>Bearing Road Numbers</u>
298	77-ton Box Cars	See Note 1
149	100-ton Wet Rock Hopper Cars	See Note 2

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	See Note 1
149	HMS	100-ton Open Top Wet Rock Hopper Cars	See Note 2

EXHIBIT 4

...PURCHASE AGREEMENT

EXHIBIT A

<u>Quantity</u>	<u>Description</u>	<u>To be selected from Series</u>	<u>Hulk Purchase Price</u>	<u>Total Purchase Price</u>
298	77-ton Box Cars	See Note 1	\$7,000	\$2,086,000
249	100-ton Red Rock Hopper Cars	See Note 2	\$7,000	1,743,000
				<u>\$3,129,000</u>

NOTE 1

SCL 635025	SCL 635338	SCL 635582	SCL 635900	SCL 815170	SCL 816142
635038	635375	635585	635915	815188	816157
635050	635376	635617	635970	815199	816160
635068	635391	635637	635971	815217	816173
635098	635408	635666	635976	815283	816175
635104	635418	635705	635982	815306	816193
635115	635426	635709	636014	815326	816196
635123	635437	635753	636015	815348	816216
635125	635440	635791	636050	815365	816250
635134	635441	635795	636059	815370	816267
635145	635466	635797	636127	815373	816278
635165	635482	635820	636131	815487	816353
635171	635490	635829	636160	815493	816516
635178	635494	635833	636167	815494	816520
635183	635500	635840	636174	815499	816580
635189	635506	635841	636184	815502	816612
635287	635512	635844	636193	816042	816637
635303	635523	635850	815037	816043	816658
635331	635532	635859	815075	816088	816680
635335	635535	635873	815087	816105	816681
635336	635547	635887	636055	816122	816696
635337					816701
SCL 635026	SCL 635310	SCL 635598	SCL 636045	SCL 815445	
635049	635313	635675	636094	816082	
635056	635334	635682	636125	816094	
635092	635346	635697	636156	816225	
635106	635368	635704	636188	816227	
635141	635372	635712	636190	816228	
635167	635388	635724	815016	816232	
635169	635402	635815	815067	816245	
635177	635411	635831	815213	816399	
635193	635461	635839	815214	816546	
635204	635509	635872	815231	816567	
635228	635536	635877	815241	816633	
635255	635560	635977	815340	816670	
635305	635571	636042	815361		
SCL 635002	SCL 635261	SCL 635935	SCL 815282	SCL 816109	
635008	635354	635965	815290	816166	
635010	635389	635969	815299	816221	
635013	635449	635994	815318	816222	
635039	635476	636090	815458	816571	
635063	635486	636102	816002	816698	
635137	635519	815079	816035	816708	
635235	635524	815090	816067		
635259	635655	815102	816087		
SCL 635136	SCL 635484	SCL 636025	SCL 815118		
635179	635564	636078	815157		
635197	635654	636123	816055		
635244	635723	636143	816198		
635262	635777	636166	816265		
635295	635806	815112	816656		
635377	636007				
SCL 635053	SCL 635832	SCL 815250	SCL 816215		
635072	635917	815267	816454		
635148	635949	815394	816503		
635181	815060	815421	816506		
635347	815125	816003	816545		
635594	815136	816015	816569		
635667	815182	816078	816643		
635698	815202	816147	816674		

NOTE 2

SCL 737000	SCL 737068	SCL 737124	SCL 737170	SCL 737246	SCL 737318
737011	737072	737126	737172	737250	737321
737014	737076	737127	737174	737251	737322
737015	737077	737131	737176	737252	737326
737017	737080	737134	737178	737253	737333
737025	737081	737138	737184	737256	737335
737026	737082	737139	737185	737258	737337
737033	737087	737141	737187	737259	737341
737035	737089	737142	737192	737261	737347
737038	737091	737143	737196	737262	737351
737040	737095	737146	737204	737267	737364
737042	737098	737147	737205	737268	737366
737049	737101	737149	737214	737273	737371
737053	737105	737154	737215	737274	737381
737057	737107	737156	737225	737279	737383
737061	737108	737158	737237	737283	737385
737062	737112	737161	737240	737294	737387
737063	737116	737163	737242	737299	737391
737064	737120	737167	737243	737303	737402
SCL 737006	SCL 737198	SCL 737281	SCL 737332		
737045	737202	737288	737350		
737048	737233	737292	737362		
737058	737244	737295	737369		
737086	737263	737315	737382		
737103	737265	737320	737397		
737155	737270				
SCL 737008	SCL 737055	SCL 737230			
737020	737160	737276			
737046	737212	737287			