



# THE FAMILY LINES RAIL SYSTEM

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

RECORDATION NO. 1380125

JAN - 5 1983 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

December 21, 1982

LAW DEPARTMENT  
Writer's direct  
telephone line:

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

3-0051019  
No.  
JAN 5 1983  
Date.....  
Fee \$ 50.00

Dear Madam Secretary:

ICC Washington, D. C.

I enclose four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

This document is an Interim User Agreement dated as of December 15, 1982, a primary document.

The names and addresses of the parties to this document are as follows:

General Motors Corporation  
(Electro-Motive Division)  
whose address is LaGrange,  
Illinois 60525, and

Seaboard Coast Line Railroad  
Company, whose address is  
500 Water Street, Jacksonville,  
Florida 32202

RECEIVED  
JAN 5 10 17 AM '83  
FEE OPERATION BR.

A description of the equipment covered by this document is as follows:

25 3500 H.P. Model SD-50  
diesel-electric locomotives,  
bearing road numbers SBD  
8500 to 8524, inclusive.

A fee of \$50 is enclosed.

Please return any recorded counterparts not needed by the Commission for recordation to:

Mr. David M. Yearwood  
General Attorney  
Seaboard Coast Line Railroad  
500 Water Street  
Jacksonville, Florida 32202.

follows: A short summary of the document to appear in the index

Interim use of 25 locomotives until  
January 31, 1983.

Very truly yours,

  
David M. Yearwood  
General Attorney

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

OFFICE OF THE SECRETARY

David M. Yearwood  
General Attorney  
The Family Lines Rail System  
500 Water Street  
Jacksonville, Florida 32202

January 5, 1983

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 1/5/83 at 10:55AM, and assigned re-  
recording number(s). 13897

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 13807

JAN - 5 1983 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

INTERIM USER AGREEMENT, dated as of December 15, 1982, by and between GENERAL MOTORS CORPORATION (Electro-Motive Division), a Delaware corporation (Manufacturer), and SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (SCL).

W I T N E S S E T H:

The Manufacturer and Louisville and Nashville Railroad Company ("L&N") have entered into an agreement ("Purchase Agreement") based on the Manufacturer's Specification 8115 dated August, 1980, Proposal 817046 dated April 21, 1982 and L&N's letter order dated July 9, 1982, whereunder the Manufacturer agreed to construct and deliver to L&N, and L&N agreed to accept and pay for twenty-five (25) 3500 H.P. Model SD-50 locomotives ("Locomotives") bearing SBD road numbers 8500-8524. The L&N has assigned its rights under the Purchase Agreement to SCL.

Inasmuch as SCL has not yet consummated financing arrangements in respect of the Locomotives, it is not in a position to accept delivery of and pay for the Locomotives under the terms of the Purchase Agreement at this time. SCL represents that such financing arrangements will be consummated, however, on or before January 31, 1983 (hereinafter referred to as the "Cut-Off Date"). SCL (in order that it may use the Locomotives pending completion of the above financing arrangements) has arranged with the Manufacturer to give it temporary custody and possession of the Locomotives on their completion, solely as a bailee of the Locomotives and the Manufacturer is willing to do so upon the terms and conditions hereinafter stated.

In consideration of the premises, the Manufacturer hereby delivers to SCL and SCL hereby accepts from the Manufacturer the Locomotives as of the date each unit of said Locomotives is delivered to SCL F.O.B. McCook, Illinois, for the period ending on the earlier of January 31, 1983, or the date of consummation of the above financing arrangements. At such time this Interim User Agreement shall automatically be cancelled and superseded without further action by or notice to any party concerned.

Title to the Locomotives shall remain in the Manufacturer and SCL's right and interest therein is and shall be solely that of possession, custody and use as bailee under this Interim User Agreement. Transfer of title shall be effected only at the time of delivery of the bills of sale. SCL, without expense to the Manufacturer, will promptly cause this Interim User Agreement to be filed with the Interstate Commerce Commission for recordation under 49 U.S.C. Section 11303. In addition, SCL shall do such other acts as may be required by law or reasonably requested by the Manufacturer for the protection of the Manufacturer's title to and interest in the Locomotives.

SCL agrees that it will permit no liens of any kind to attach to the Locomotives, and that it will

- (a) indemnify and save harmless the Manufacturer from any and all claims, expenses, or liabilities of whatsoever kind; and
- (b) pay any and all taxes, fines, charges, and penalties that may accrue or be assessed or imposed upon the Locomotives

of the Manufacturer because of its ownership or because of the use, operation, management, or handling of the Locomotives by SCL during the term of this Interim User Agreement.

SCL's obligations contained in this paragraph shall survive the termination by mutual agreement or otherwise of this Interim User Agreement.

SCL will, at its own expense, keep and maintain the Locomotives in good order and running condition, and will, at its option, repair or replace or promptly pay to the Manufacturer the purchase price in cash for those Locomotives which may be damaged or destroyed by any cause during the term of this Interim User Agreement.

Prior to the delivery of each of the Locomotives to SCL under this Interim User Agreement, it will be numbered with a number as hereinbefore indicated, and there shall be plainly, distinctly, permanently, and conspicuously marked upon each side of each of the Locomotives, in contemplation of the financing heretofore referred to, the following legend in letters not less than one inch in height:

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

SCL hereby agrees to indemnify the Manufacturer against any liability, loss, or expense incurred by it as a result of the placing of the aforementioned markings on the Locomotives.

If, during the effective period of this Interim User Agreement, such markings shall at any time be removed, defaced, or destroyed on any of the Locomotives, SCL shall immediately cause the same to be restored or replaced.

All or any of the rights, benefits, or advantages of the Manufacturer, including the right to receive the purchase price of the Locomotives as provided in the Purchase Agreement, may be assigned by the Manufacturer and reassigned by any assignee at any time or from time to time; provided, however, that no such assignment shall subject any such assignee to any of the Manufacturer's warranties, indemnities, or any other obligations contained in this Interim User Agreement or in the Purchase Agreement relating to the Locomotives. In the event the Manufacturer assigns its rights to receive the payments herein and/or under the Purchase Agreement, and SCL receives written notice thereof from the Manufacturer, together with a counterpart of such assignment stating the identity and the post office address of the assignee, all payment thereafter to be made by SCL under this Interim User Agreement shall, to the extent so assigned, be made to the assignee against proper receipt therefor in a form satisfactory to SCL.

In the event of any assignment by the Manufacturer of its rights to receive any payments under this Interim User Agreement or under the Purchase Agreement, the rights of such assignee to such payments as may be assigned, together with any other rights hereunder which can be and are so assigned, shall not be subject to any defense, counterclaim, or recoupment whatsoever arising out of any breach of any obligation of the Manufacturer in respect to the Locomotives, nor subject to any defense, setoff, counterclaim, or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to SCL by the Manufacturer. Any and all of such obligations howsoever arising shall be and will remain

enforceable by SCL, its successors and assigns, only against the Manufacturer and its successors and assigns (other than assignees as such of rights, benefits, or advantages assigned pursuant to this Interim User Agreement).

SCL agrees with the Manufacturer that the execution by the Manufacturer of this Interim User Agreement or the delivery by the Manufacturer to SCL of the Locomotives, as contemplated by this Interim User Agreement, shall not relieve SCL of its obligations to accept, take and pay for the Locomotives in accordance with the terms of the Purchase Agreement, or impair any of the Manufacturer's rights under the Purchase Agreement.

In the event that payment to Manufacturer of the purchase price for any of the Locomotives delivered pursuant to this Interim User Agreement has not been made on or before the Cut-Off Date, SCL agrees to purchase any such unit and to pay the purchase price therefor on the Cut-Off Date.

This agreement may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart delivered to the Manufacturer shall be deemed to be the original counterpart. It is not necessary that the parties hereto all

sign the same counterpart as long as each party shall sign a counterpart and such counterpart is delivered to the Manufacturer.

GENERAL MOTORS CORPORATION  
(Electro-Motive Division)

By P.K. Hoglund  
Vice President

ATTEST:

J. Hill  
Assistant Secretary

SEABOARD COAST LINE RAILROAD COMPANY

By [Signature]  
Director of Finance

ATTEST:

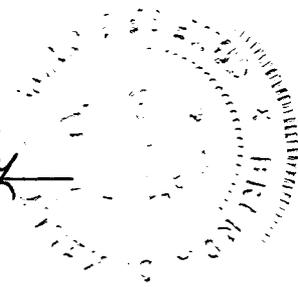
David M. Yearwood  
Attesting Officer



STATE OF FLORIDA    )  
                          )  ss:  
COUNTY OF DUVAL    )

On this 21st day of December, 1982, before me personally appeared David D. Owen, to me personally known, who being by me duly sworn, says that he is Director of Finance of Seaboard Coast Line Railroad Company, that the seal 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, STATE OF FLORIDA  
My commission expires Oct. 5, 1985  
Bonded by American Fire & Casualty Company.

My commission expires \_\_\_\_\_.