

RECORDATION NO. 13376-E Filed 1425

CRAVATH, SWAINE & MOORE

SEP 9 - 1982 11:45 AM

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

INTERSTATE COMMERCE COMMISSION

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HENRY W. DEKOSMIAN
ALLEN F. MAULSBY
STEWART R. GROSS, JR.
HENRY P. RIORDAN
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DAVID BOIES
DAVID O. BROWNWOOD
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JOHN W. WHITE
JOHN E. BEERBOWER
EVAN R. CHESLER
PATRICIA GEOGHEGAN
D. COLLIER KIRKHAM
MICHAEL L. SCHLER

COUNSEL
MAURICE T. MOORE
MARTIN S. DUNDOLPH, JR.

TELEPHONE
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WUD 125547
WUI 620976

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2 HONEY LANE, CHEAPSIDE
LONDON EC2V 8BT, ENGLAND
TELEPHONE: 1-606-1421
TELEX: 8814901
RAPIFAX/INFOTEC:
1-606-1425

2-242A043

No. 1 SEP 09 1982

Date

Fee \$ *10.00*

ICC Washington, D. C.

August 31, 1982

Amendment Agreement No. 1 Dated as of August 30, 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 August 30, 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 October 25, 1981, previously filed and recorded with the Interstate Commerce Commission on December 23, 1981, at 10:15 a.m., Recordation Number 13376.

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.

This is
13376-E
James M. Cobb
Counterpart for

SEP 9 11 36 AM '82

Please file and record Amendment Agreement No. 1 submitted with this letter and assign it Recordation Number 13376-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,

Laurance V. Goodrich

Laurance V. Goodrich
As Agent for
Seaboard Coast Line Railroad
Company

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

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

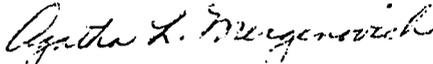
Laurance V. Goodrich
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N. Y. 10005

September 9, 1982

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 9/9/82 at 11:45AM, and assigned re-
recording number(s). 13376-E, & 13377-E.

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

RECEIVED

[CS&M Ref. 2044-189 (RL)]

SEP 9 11 36 AM '82

RECORDATION NO. 13376-E Filed 1425

I. C. C.
FEE OPERATION BR.

SEP 9 - 1982 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 1 dated as of August 30, 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 LITTON EQUITY INVESTMENTS, ALPHA INC., a Nevada corporation.

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

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

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

WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of October 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 December 23, 1981, at 10:55 a.m., recordation number 13376;

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:

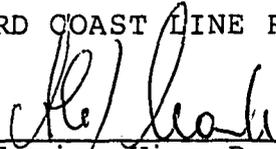
1. Schedule A (Specifications of the Equipment) to the RCSA is hereby deleted and Exhibit 1 hereto is hereby substituted therefor.
2. Annex I to the Transfer Agreement is hereby deleted and Exhibit 2 hereto is hereby substituted therefor.
3. Schedule A to the Lease is hereby deleted and Exhibit 3 hereto 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,

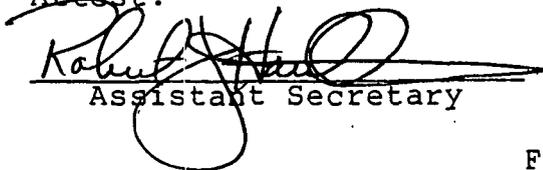
by



Senior Vice President-Finance

[Corporate Seal]

Attest:


Assistant Secretary

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

by

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 30th day of August 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.

Burda S. Kelly

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 August 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

RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

Schedule A—Specifications of the Equipment

<u>Quantity</u>	<u>Mechanical Designation</u>	<u>Description</u>	<u>Old Railroad Road Numbers</u>	<u>New Railroad Road Numbers (Inclusive)</u>	<u>Hulk Purchase Price</u>		<u>Estimated Base Reconstruction Cost</u>		<u>Estimated Purchase Price</u>	
					<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>
12	GP-7 and GP-9	Diesel Electric Locomotive	SCL 735 SCL 744 SCL 746 SCL 748	SCL 4637-4639 SCL 4778-4786	\$40,000	\$480,000	\$288,000	\$3,456,000	\$328,000	\$3,936,000
	As Rebuilt: GP-16		SCL 757 SCL 815 SCL 957 SCL 978 SCL 997 SCL 1006 SCL 1010 SCL 1054							
									Total	<u>\$3,936,000</u>

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>
12	Diesel Electric Locomotives	SCL 735 SCL 744 SCL 746 SCL 748 SCL 757 SCL 815 SCL 957 SCL 978 SCL 997 SCL 1006 SCL 1010 SCL 1054

Lease of Railroad Equipment

SCHEDULE A

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>Lessee's Road Numbers (Inclusive)</u>
12	GP-16	Diesel Electric Locomotives	SCL 4637-4639 SCL 4778-4786

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>
12	Diesel Electric Locomotives	SCL 735 SCL 744 SCL 746 SCL 748 SCL 757 SCL 815 SCL 957 SCL 978 SCL 997 SCL 1006 SCL 1010 SCL 1054	\$40,000	\$480,000
				<u>\$480,000</u>

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

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

WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of October 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 December 23, 1981, at 10:55 a.m., recordation number 13376;

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

Stephen B. Eubank
Authorized Officer

[Seal]

Attest:

Edward Dixon
Authorized Officer

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

by

Randy R. M. [unclear]
Authorized Officer

[Corporate Seal]

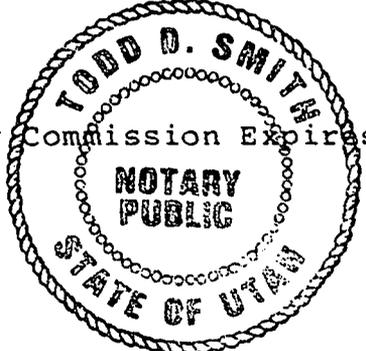
Attest:

H. Clayton
Authorized Officer

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

On this ^{7th} ~~August~~ ^{Sept} 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 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.

Todd D. Smith
Notary Public

My Commission Expires 8/13/85


RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

Schedule A—Specifications of the Equipment

<u>Quantity</u>	<u>Mechanical Designation</u>	<u>Description</u>	<u>Old Railroad Road Numbers</u>	<u>New Railroad Road Numbers (Inclusive)</u>	<u>Hulk Purchase Price</u>		<u>Estimated Base Reconstruction Cost</u>		<u>Estimated Purchase Price</u>	
					<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>
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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>
12	Diesel Electric Locomotives	SCL 735 SCL 744 SCL 746 SCL 748 SCL 757 SCL 815 SCL 957 SCL 978 SCL 997 SCL 1006 SCL 1010 SCL 1054

Lease of Railroad Equipment

SCHEDULE A

<u>Quantity</u>	AAR <u>Mechanical Designation</u>	<u>Description</u>	Lessee's <u>Road Numbers (Inclusive)</u>
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EXHIBIT A

<u>Quantity</u>	<u>Description</u>	<u>Road Numbers</u>	<u>Hulk Purchase Price</u>	<u>Total Purchase Price</u>
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