



RECORDATION NO. 13088-K
FILED 1475
FEB 8 1996 4:30 PM
INTERSTATE COMMERCE COMMISSION

Treasury Department
500 Water St. J-220
Jacksonville, FL 32202

February 02, 1996

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RECEIVED
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OFFICE OF SECRETARY
ICG

Vernon A. Williams, Secretary
Surface Transportation Board
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Mr. Williams:

On behalf of CSX Transportation, Inc., enclosed for filing and recordation under 49 U.S.C. 11303 (a) and the regulations promulgated thereunder are three (3) counterparts of a Supplement to amended and restated Participation Agreement and Amendment ("Agreement"), dated as of December 20, 1995, among CSX Transportation, Inc. (f/k/a Seaboard Coast Line Railroad Company) (the "Lessee"), First Security Bank of Utah, N.A., Agent (the "Vendor" or the "Agent"), MetLife Capital Credit Limited Partnership, successor to Litton Equity Investments, Inc. (the "Owner"), First Security Bank of Idaho, N.A., solely as trustee under a certain Trust Agreement dated as of March 25, 1981, (the "Vendee" or the "Lessor"), and Treasurer of the State of North Carolina (the "Permanent Investor") which amends that certain Reconstruction and Conditional Sale Agreement dated as of March 25, 1981 (the "RCSA"), among the Agent the Vendee and the Lessee and a Lease of Railroad Equipment dated as of March 25, 1981, between the Vendee, as Lessor, and the Lessee (the "Lease").

The RCSA and the Lease were filed with the Interstate Commerce Commission on May 11, 1981 under Recordation Nos. 13088 and 13088-B. a number of amendments have been filed with the Commission, including as amended and Restated Participation Agreement filed with the Commission on December 27, 1982, under Recondition No. 13088-J.

The Agreement amends the RCSA and the Lease to eliminate 11 GP-16 diesel-electric locomotives bearing Lessee's new number CSXT 1712 - 1713, 1730 - 1731, 1806 - 1807 and 1856 - 1858, inclusive and replaces them with 2 SD40-2 diesel-electric locomotives bearing Lessee's new numbers CSXT 8172 and 8173.

The names and addresses of the pertinent parties are as follows:

Agent & Vendor: First Security, Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

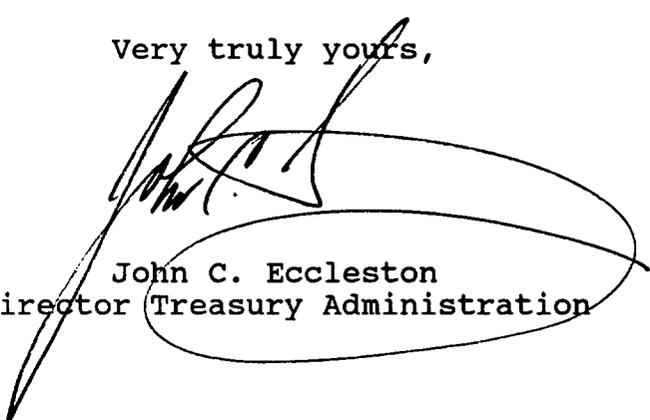
Vendee & Lessor: First Security Bank of Idaho, N.A.
79 South Main Street
Salt Lake City, Utah 84111

Lessee: CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

Enclosed is a check in the amount of \$21.00 in payment of the filing fee.

Once this filing has been made, please return to the undersigned time stamped copies of the Agreement not needed for your files, together with a time-stamped copy of this letter of transmittal (which is attached for your convenience), the fee receipt and a copy of the letter from the Surface Transportation Board acknowledging the filing.

Very truly yours,



John C. Eccleston
Director Treasury Administration

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

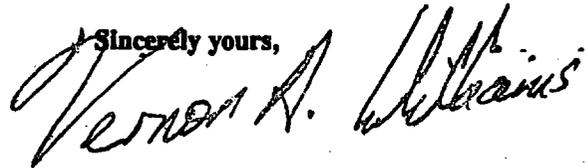
2/12/96

John C. Eccleston
CSX Transportation, Inc.
500 Water Street, J-220
Jacksonville, Florida 32202

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 2/8/96 at 4:30PM, and assigned recordation number(s). 13088-K and 13376-G.

Sincerely yours,



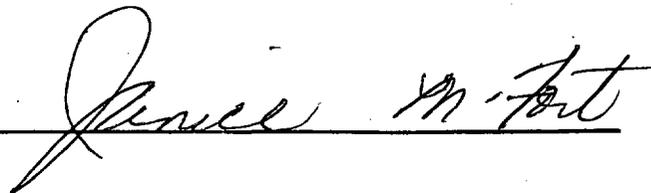
Vernon A. Williams
Secretary

Enclosure(s)

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(0100958010)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



FEB 8 1996 -4 30 PM

SUPPLEMENT TO AMENDED AND RESTATED PARTICIPATION AGREEMENT AND AMENDMENT ("this Agreement"), dated as of December 20, 1995, among CSX Transportation, Inc. (f/k/a Seaboard Coast Line Railroad Company) (the "Lessee"), First Security Bank of Utah, N.A., Agent (the "Vendor" or the "Agent"), MetLife Capital Corporation, successor to Litton Equity Investments, Inc. (the "Owner"), First Security Bank of Idaho, N.A., solely as trustee under a certain Trust Agreement with Litton Industries Credit Corp. dated as of March 25, 1981 (the "Trust Agreement"), (the "Vendee" or the "Lessor"), and Treasurer of the State of North Carolina (the "Permanent Investor"):

WHEREAS, the parties hereto have entered into an Amended and Restated Participation Agreement and Amendment dated as of December 1, 1982 (the "Participation Agreement") regarding the leveraged lease financing of certain locomotives as described in Schedule A hereto (the "Original Equipment"); and

WHEREAS, the Agent, the Vendee and the Lessee, as a builder, entered into a Reconstruction and Conditional Sale Agreement dated as of March 25, 1981, as amended by the Participation Agreement (as so amended the "RCSA"), under which the Agent sold its security title in the Original Equipment to the Vendee reserving a security interest therein; and

WHEREAS, the Vendee has leased the Original Equipment to the Lessee pursuant to a Lease of Railroad Equipment between the Vendee and the Lessee dated as of March 25, 1981, as amended by the Participation Agreement (as so amended, the "Lease"); and

WHEREAS, the Lessee desires to purchase the Original Equipment from the Vendee free and clear of all liens and security interests, including the security interest of the Agent under the RCSA, and the parties hereto wish to substitute replacement equipment under the RCSA and the Lease.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

Section 1. In consideration of the Lessee's payment to the Lessor of the sum of \$660,000, all of which shall promptly be distributed to the Owner notwithstanding any provision to the contrary contained in the Lease, the Assignment of Lease and Agreement, dated as of March 25, 1981, between Vendee and Vendor, the Trust Agreement, including but not limited to, Section 2.01 of the Trust Agreement, or any other Document (as defined in Section 3), the Lessor shall convey the Original Equipment to the Lessee as is, where is and with all faults, free and clear of all liens and incumbrances arising through the Lessor and the Agent shall release the Original Equipment from the lien of the RCSA.

Section 2. As continuing security to the Vendor, the Permanent Investor and the Lessor, the Lessee shall convey to the Vendor those locomotives described in Schedule B hereto (the "Replacement Equipment"). Title to the Replacement Equipment shall be conveyed back to the Lessee at no purchase price at the termination of the RCSA and the Lease. Upon acquisition and sale of the Original Equipment to the Lessee, the Lessee agrees to continue to make rental payments as required under Section 2 of the Lease representing that portion of the rentals distributable to the Permanent Investor. A schedule of such payments is set forth on Schedule C hereto.

Section 3. Effective from and after the date of the Owner's receipt of the sum of money referred to in Section 1 hereof, the Owner hereby assigns and delegates to the Lessee, and the Lessee hereby assumes from the Owner, all of the Owner's rights, title, interests, obligations, liabilities and duties under the Trust Agreement, the Participation Agreement and the other Documents (as defined in the Participation Agreement except that such term shall not include the Tax Indemnity Agreement, dated as of March 25, 1981, between the Lessee and the Owner (the "Indemnity Agreement"), and the Lessee agrees to become, and does hereby become, a party to the Trust Agreement and the Participation Agreement in the place of the Owner and agrees to be bound by all of the terms thereof otherwise applicable to the Owner; provided, that (I) the Owner shall remain liable for the duties, liabilities and obligations of the Owner arising under the Trust Agreement, the Participation Agreement and the other Documents prior to the effective date of the assignment set forth in this Section 3 and (II) all indemnification and hold harmless covenants made by the Lessee (whether as lessee or builder) in the Documents (including, but not limited to, those set forth in Section 5 of the Lease) for the benefit of the Owner shall continue in full force and effect in accordance with the terms thereof notwithstanding the assignment set forth in this Section 3. The Vendee, the Vendor and the Permanent Investor each hereby consents to the assignment contained in this Section 3 and hereby waives any right it has to receive prior written notice of such assignment. The Lessee, the Vendee, the Vendor and the Permanent Investor each hereby release and hold harmless the Owner from any and all duties, liabilities and obligations arising under the Trust Agreement, the Participation Agreement and/or the other Documents on or after the effective date of the assignment contained in this Section 3. The Lessee and the Owner each acknowledge and agree that the Indemnity Agreement shall continue in full force and effect in accordance with the terms thereof.

Section 4. Schedule I of the RCSA is amended to bear the description and numbers of the Replacement Equipment as set forth in Schedule B hereto.

Section 5. Schedule A of the Lease is amended to read as set forth in Schedule B hereto.

Section 6. Each party hereby waives any default under Paragraph (e) of Article 11 of the RCSA otherwise resulting from the transfer of the Original Equipment by the Vendee to the Lessee pursuant to this Agreement.

Section 7. All costs and expenses of each party relating to the documentation and completion of this Agreement and the transactions contemplated in this Agreement, including, but not limited to, all filing, trustee and ICC counsel fees, shall be paid by Lessee, who solely shall be obligated therefor.

Section 8. This 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 the Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

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

By: Carol Mathis
Authorized Officer

(Corporate Seal)

Attest:

[Signature]
Authorized Officer

CSX TRANSPORTATION, INC.,

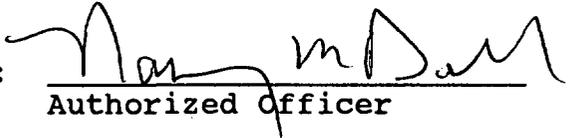
By: [Signature]
Assistant Treasurer

(Corporate Seal)

Attest:

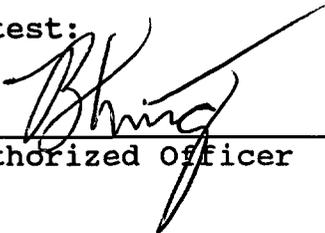
[Signature]
Corporate Secretary

FIRST SECURITY BANK OF IDAHO,
N.A., not in its individual capacity,
but solely as trustee under the Trust
Agreement,

By: 
Authorized Officer

(Corporate Seal)

Attest:


Authorized Officer

METLIFE CAPITAL CORPORATION

By: _____
Authorized Officer

(Corporate Seal)

Attest:

Authorized Officer

TREASURER OF THE STATE OF NORTH
CAROLINA

By: _____
Deputy Treasurer

(Corporate Seal)

Attest:

Authorized Officer

FIRST SECURITY BANK OF IDAHO,
N.A., not in its individual capacity,
but solely as trustee under the Trust
Agreement,

By: _____
Authorized Officer

(Corporate Seal)

Attest:

Authorized Officer

METLIFE CAPITAL CORPORATION

By: Daniel Siskowski
Authorized Officer

(Corporate Seal)

Attest:

Paul Graf
Authorized Officer

TREASURER OF THE STATE OF NORTH
CAROLINA

By: _____
Deputy Treasurer

(Corporate Seal)

Attest:

Authorized Officer

FIRST SECURITY BANK OF IDAHO,
N.A., not in its individual capacity,
but solely as trustee under the Trust
Agreement,

By: _____
Authorized Officer

(Corporate Seal)

Attest:

Authorized Officer

METLIFE CAPITAL CORPORATION

By: _____
Authorized Officer

(Corporate Seal)

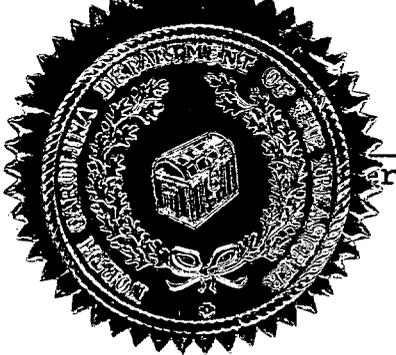
Attest:

Authorized Officer

TREASURER OF THE STATE OF NORTH
CAROLINA

By: *C. Douglas Chappell*
Deputy Treasurer
C. Douglas Chappell
Deputy Treasurer

(Corporate Seal)



STATE OF NORTH CAROLINA



Department of The
Secretary of State

OFFICIAL SIGNATURE OF HARLAN E. BOYLES
TREASURER OF THE STATE OF NORTH CAROLINA

I, RUFUS L. EDMISTEN, SECRETARY OF STATE OF THE STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT HARLAN E. BOYLES, WHOSE GENUINE SIGNATURE APPEARS ON THE MARGIN HEREOF, IS THE DULY ELECTED TREASURER OF THE STATE OF NORTH CAROLINA; AND I FURTHER CERTIFY THAT SAID HARLAN E. BOYLES WAS DULY ELECTED TREASURER OF THE STATE OF NORTH CAROLINA AT THE GENERAL ELECTION HELD ON THE 8TH DAY OF NOVEMBER, 1988 FOR A TERM OF FOUR YEARS BEGINNING JANUARY 7, 1989.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL.

DONE IN OFFICE AT RALEIGH, THIS THE 29TH DAY OF DECEMBER, 1995.



RUFUS L. EDMISTEN
SECRETARY OF STATE

BY:

DEPUTY SECRETARY OF STATE

Schedule A

<u>Quantity</u>	<u>Mechanical Designation</u>	<u>Description</u>	<u>Lessee's Road Numbers [Inclusive]</u>
11	GP-16	Diesel Electric Locomotives	CSXT 1712/1713 CSXT 1730/1731 CSXT 1806/1807 CSXT 1856/1858

Schedule B

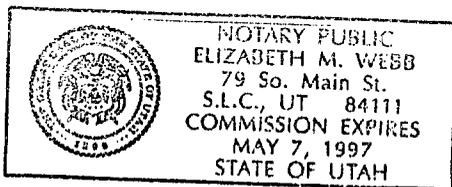
<u>Quantity</u>	<u>Mechanical Designation</u>	<u>Description</u>	<u>Lessee's Road Numbers [Inclusive]</u>
2	SD40-2	Diesel Electric Locomotives	CSXT 8172/8173

Schedule C

Date	Principal	Interest	Total
2/01/96	\$195,675.17	\$24,704.35	\$220,379.52
8/01/96	<u>207,661.11</u>	<u>12,719.24</u>	<u>220,380.35</u>
	\$403,336.28	\$37,423.59	\$440,759.87

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

On this 5th day of January 1996, before me personally appeared Nancy M. Dahl, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF IDAHO, N.A., 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.

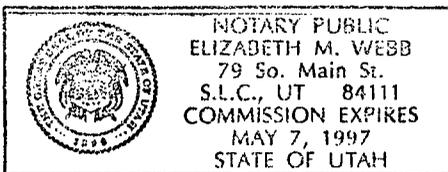


Elizabeth M. Webb
Notary Public

My Commission Expires:

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

On this 5th day of January 1996, before me personally appeared Carl J. Mathis, 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 the 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.



Elizabeth M. Webb
Notary Public

My Commission Expires

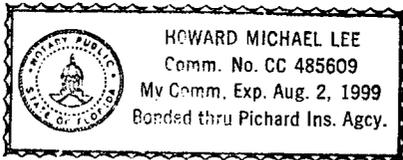
STATE OF FLORIDA,)
) ss.:
COUNTY OF DUVAL,)

On this *3RD* day of *January* 199*6*, before me personally appeared *John C. Eckert*, to me personally known, who, being by me duly sworn, says that he is an Assistant Treasurer of CSX TRANSPORTATION INC., 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.

Howard Michael Lee

Notary Public

My Commission Expires



RELEASE AND BILL OF SALE

Re: Reconstruction and Conditional Sale Agreement dated as of March 25, 1981, (the "RCSA") and Lease of Railroad Equipment dated as of March 25, 1981 (the "Lease")

First Security Bank of Utah, N.A., as Vendor under the RCSA and First Security Bank of Idaho, N.A., as Lessor under the Lease, for the sum of Ten Dollars (\$10.00) and other good and valuable considerations, in full payment for the railroad equipment hereinafter specified, receipt of which is hereby acknowledged, have bargained, sold, assigned, transferred and set over, and by these presents do hereby bargain, sell, assign, transfer and set over, unto CSX Transportation, Inc. (CSXT), the following railroad equipment:

Eleven (11) GP-16 diesel-electric locomotives bearing road numbers CSXT 1712 - 1728, 1730 - 1731, 1804 - 1807 and 1856 - 1858, inclusive.

To have and to hold all and singular said railroad equipment to CSXT, its successors and assigns, for its own use and on its own behalf forever.

Title to said equipment is conveyed to CSXT as is, where is, and with all faults and said Vendor and Said Lessor only warrant that said railroad equipment is free from all liens and encumbrances arising through said Vendor and said Lessor.

IN WITNESS WHEREOF, Vendor and Lessor have caused this instrument to be signed in its name by duly authorized officer, and corporate seals to be hereunto affixed, duly attested, as of the 29 day of December, 1995.

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

By: Carl Mathis
Authorized Officer

Attest:

[Signature]
Authorized Officer

FIRST SECURITY BANK OF IDAHO, N.A.,
not in its individual capacity, but
solely as trustee for the Owner under
the Trust Agreement,

By: [Signature]
Authorized Officer

Attest:

[Signature]
Authorized Officer

BILL OF SALE

CSX Transportation, Inc. ("CSXT"), for the sum of Ten Dollars (\$10.00) and other good and valuable considerations, in full payment for the railroad equipment hereinafter specified, receipt of which is hereby acknowledged, has bargained, sold, assigned, transferred and set over, and by these presents does hereby bargain, sell, assign, transfer and set over, unto First Security Bank of Utah, N.A., Vendor under a Reconstruction and Conditional Sale Agreement dated as of March 25, 1981, and First Security Bank of Idaho, N.A. as lessor under a Lease of Railroad Equipment dated as of March 25, 1981, the following railroad equipment:

Two (2) 3,000 H.P. Model SD40-2 diesel-electric locomotives bearing road numbers CSXT 8172 - 8173.

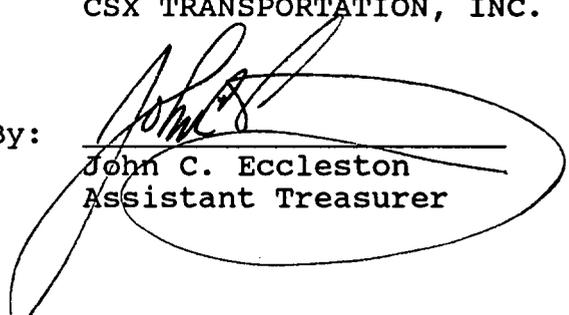
To have and to hold all and singular said railroad equipment to First Security, Bank of Utah, N.A. and First Security Bank of Idaho, N.A., its and their successors and assigns, for its and their own use and on its and their own behalf forever.

CSXT hereby warrants that it is the sole owner of said railroad equipment and that the title thereto, hereby vested in said parties, is free from all liens and encumbrances of any nature whatsoever and is subject only to the rights of the parties to and under said Reconstruction and Conditional Sale Agreement and Lease of Railroad Equipment, and CSXT covenants that it will warrant and defend such title against all lawful claims and demands whatsoever.

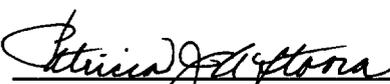
IN WITNESS WHEREOF, CSXT has caused this instrument to be signed in its name by a duly authorized officer and its corporate seal to be hereunto affixed, duly attested, as of the 29 day of December, 1995.

CSX TRANSPORTATION, INC.

By:


John C. Eccleston
Assistant Treasurer

Attest:


P. J. Aftoora
Corporate Secretary