



SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department
P. O. Box 1620
Richmond, Virginia 23213

FILED

LEONARD G. ANDERSON
TREASURER

RECORDATION NO. 1181-13 Filed & Recorded

FEB 3 1969 - 9 15 AM

INTERSTATE COMMERCE COMMISSION

January 31, 1969
1591-43
88000-179

RECEIVED
FEB 3 9 14 AM '69
I.C.C.
FEE OPERATION BR.

Mr. H. Neil Garson
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Re: Instrument of Termination and Lease of Railroad Equipment

Dear Mr. Garson:

I am enclosing, for filing and recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, three executed counterparts numbered 3, 4 and 5 each of Instrument of Termination, dated December 16, 1968 (relating to Atlantic Coast Line Railroad Company Lease of Equipment, dated as of October 1, 1956, filed with your Commission on May 6, 1957, and assigned Recordation No. 1181), and Lease of Railroad Equipment, dated December 16, 1968. The enclosed counterparts of the Lease provide by their terms that each counterpart shall be deemed an original and accordingly, counterpart No. 3 of the Lease, as well as counterpart No. 3 of the Instrument of Termination, may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the Instrument of Termination and the Lease of Railroad Equipment.

(a) Lessor - The Equitable Life Assurance Society of the United States, 1285 Avenue of the Americas, New York, New York 10019.

(b) Lessee - Seaboard Coast Line Railroad Company, 500 Water Street, Jacksonville, Florida 32202.

2. Description of the equipment covered by the instrument of Termination and the Lease of Railroad Equipment, which equipment is marked:

"THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, OWNER AND LESSOR"

Mr. H. Neil Garson

January 31, 1969

1591-43

<u>General Description</u>	<u>Type of Equipment</u>	<u>A. A. R. Mechanical Designation</u>	<u>Number</u>	<u>Road Numbers</u>
Covered Hopper Cars	70-ton	LO	200	SCL 610000 to 610199, both inclusive

3. Counterpart No. 3 of each of the two above-mentioned documents should be returned to General Thomas Fuller, representing the undersigned, after appropriate notation on the index showing the original recordation of the above-mentioned Atlantic Coast Line Railroad Company Lease of Railroad Equipment dated October 1, 1956.

Voucher payable to the order of the Interstate Commerce Commission in the amount of \$60.00 to cover the recordation fees is enclosed.

Yours very truly,

SEABOARD COAST LINE RAILROAD COMPANY

By *Samuel G. Anderson*
Treasurer

2- Counterparts returned to Thomas Fuller *ed*

ed

Interstate Commerce Commission

OFFICE OF THE SECRETARY
Washington, D.C. 20423

February 3, 1969

Mr. Leonard G. Anderson, Treas.
Seaboard Coast Line Railroad Co.
Post Office Box 1620
Richmond, Virginia 23213

Dear Sir:

The enclosed documents were recorded pursuant to the provisions of
Section 20c of the Interstate Commerce Act, 49 U.S.C. 20c, on **February 3, 1969,**
at **9:15 A. M.** , and assigned recordation numbers as follows:

Termination of Lease
dated December 16, 1968

No. 1181-B

Lease of Railroad Equipment
dated December 16, 1968

No. 5137

Sincerely yours,

H. Neil Garson
Secretary

Encl.

SERS Form 30-A
(1967)

INSTRUMENT OF TERMINATION

This Instrument of Termination of Lease of Railroad Equipment, dated as of December 16, 1968, between THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation (hereinafter called the "Lessor"), party of the first part, and SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (hereinafter sometimes called the "Lessee"), party of the second part;

WITNESSETH:

WHEREAS, the Lessor has entered into that certain Reconstruction Agreement, dated as of December 16, 1968, with Bethlehem Steel Corporation providing for the reconstruction of 200 70-ton port dump covered hopper cars numbered SCL 610000 to 610199, both inclusive, which are subject to that certain Lease of Railroad Equipment dated as of October 1, 1956, between the Lessor and Atlantic Coast Line Railroad Company, so as to convert said cars to rotary dump cars; and

WHEREAS, said Atlantic Coast Line Railroad Company merged into the Seaboard Air Line Railroad Company, the surviving corporation, and the name of the latter was changed to Seaboard Coast Line Railroad Company, with all properties, rights and interests of said Atlantic Coast Line Railroad Company being vested in, and all obligations, liabilities, duties, covenants and conditions of said Atlantic Coast

INTERSTATE COMMERCE COMMISSION

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RECORDED & INDEXED 1181-B Filed & Recorded

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Line Railroad Company being assumed by, the Lessee, all effective as of July 1, 1967, as set forth in that certain Supplemental Agreement, dated as of July 1, 1967, to said Lease; and

WHEREAS, the Lessor and the Lessee desire to terminate said Lease effective as to each of said cars subject thereto as of the date of delivery thereof by the Lessee to said Bethlehem Steel Corporation for reconstruction pursuant to said Reconstruction Agreement;

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, the parties hereto agree as follows:

1. That said Lease be, and the same hereby is, terminated as to each of said cars subject thereto as of the date of delivery thereof by the Lessee to the plant of said Bethlehem Steel Corporation at Johnstown, Pennsylvania, as required by paragraph 3 hereof, for reconstruction pursuant to said Reconstruction Agreement, such termination, however, to become ineffective and of no force or effect (and said Lease to continue in effect as if such delivery had not occurred) as to any of said cars in respect of which said Bethlehem Steel Corporation shall exercise its right of rejection for such reconstruction granted to it by Section 2 of said Reconstruction Agreement.

2. Said date of such delivery shall be evidenced by the receipt for each of said cars executed by said Bethlehem Steel Corporation and delivered to the Lessor and

the Lessee pursuant to said Reconstruction Agreement.

3. The Lessee agrees that it will cause said cars to be delivered to said plant of Bethlehem Steel Corporation from time to time in accordance with and in fulfillment of the Lessor's obligation under Section 2 of said Reconstruction Agreement to cause said cars to be so delivered and that it will indemnify and save the Lessor harmless against any liability or expense which may be asserted against or incurred by the Lessor on account of any failure to discharge such obligation.

4. The daily rental provided for in said Lease for each of said cars as to which said Lease shall be terminated as aforesaid shall continue to accrue and be payable by the Lessee to and including the date of such delivery thereof to said Bethlehem Steel Corporation.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed in their respective names by their respective officers thereunto duly authorized, and their respective corporate seals to be affixed, duly attested, as of the date first above written.

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

By Miranda J. Corrao
Vice President and Treasurer

Attest:

Brian C. Bamforth
Assistant Secretary

SEABOARD COAST LINE RAILROAD COMPANY

By [Signature]
Vice President

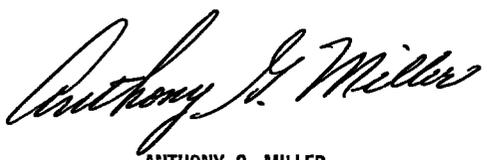
Attest:

[Signature]
Assistant Secretary

STATE OF NEW YORK)
)
) ss:
COUNTY OF NEW YORK)

On this 16th day of January , 1969, before me personally appeared **RICHARD D. KERNAN**, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, 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.

(Notarial Seal)



ANTHONY G MILLER
Notary Public, State of New York
No 30-2698670
Qualified in Nassau Co.
Cert Filed in New York Co. 1/69
Comm. Expires March 30, 1969

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

On this 28th day of January , 1969, before me personally appeared J. A STANLEY, Jr. to me personally known, who, being by me duly sworn, says that he is a Vice President 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.

(Notarial Seal)



Notary Public, State of Florida at Large
My commission expires Aug 8, 1972