

Executed in 7 counterparts
of which this is counterpart
no. 7.

SUPPLEMENT

5664-B
RECORDATION NO. _____ Filed & Recorded

MAY 17 1971 - 9 10 AM

Dated as of May 10, 1971 INTERSTATE COMMERCE COMMISSION

to

CONDITIONAL SALE AGREEMENT

Dated as of March 15, 1970

between

GOLDEN TYE CORPORATION

and

SOUTHERN RAILWAY COMPANY

and

AGREEMENT AND ASSIGNMENT

Dated as of March 15, 1970

between

GOLDEN TYE CORPORATION

and

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Agent

THIS SUPPLEMENTAL AGREEMENT, dated as of May 10, 1971,
between SOUTHERN RAILWAY COMPANY (the "Railroad"), and MORGAN GUARANTY
TRUST COMPANY OF NEW YORK, as Agent (the "Assignee"):

WHEREAS, Golden Tye Corporation (the "Builder") and the Railroad
entered into a Conditional Sale Agreement dated as of March 15, 1970, as
amended (the "Conditional Sale Agreement"), pursuant to which the Builder
agreed to sell and deliver to the Railroad and the Railroad agreed to
purchase the railroad equipment (the "Equipment") described in Schedule
B to the Conditional Sale Agreement; and

WHEREAS, the Builder thereafter assigned certain of its
rights under the Conditional Sale Agreement and its right, title
and interest to the Equipment to the Assignee pursuant to an Agreement
and Assignment dated as of March 15, 1970, as amended (the "Assignment"),
between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement provides in Article 3
that the Deferred Purchase Price, as that term is defined therein,
of the Equipment shall be payable in 10 equal annual installments
beginning March 15, 1971, with the unpaid balance of the annual
installments to bear interest at the rate of 8% per annum, and

WHEREAS, the Railroad wishes to amend Article 3 to change
the provisions for the repayment of the Deferred Purchase Price and
to change the interest rate to accommodate a plan of refinancing and
the Assignee is agreeable to such changes, with the change in the
interest rate to be effective as of the effective date of such

refinancing (the "Effective Date"), estimated to be May 18, 1971:

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Article 3 of the Conditional Sale Agreement is amended by deleting the figure and word "10 annual" in the last line of subparagraph (a) of the third paragraph thereof and by deleting the fourth paragraph thereof and substituting the following:

The Deferred Purchase Price shall be payable in seven equal installments (except for appropriate adjustment of the final installment, if necessary, payable on April 1, 1972, and on each April 1 thereafter to and including April 1, 1978, subject to adjustment as a result of prepayments of installments resulting from Casualty Occurrences and determinations that units of Equipment are otherwise unsuitable for the use for which purchased, as provided in Article 8 hereof. The unpaid balance of the Deferred Purchase Price shall bear interest from the several Closing Dates at the rate of 8% per annum, such interest to be payable, to the extent accrued, on March 15, 1971, and on the Effective Date.

From and after the Effective Date the unpaid balance of the Deferred Purchase Price shall bear interest at the rate of 7-1/2% per annum, such interest to be payable, to the extent accrued, on April 1, and October 1 of each year commencing October 1, 1971, and to continue to and including April 1, 1978.

2. The term "8-1/4%" as it appears in the second paragraph of Article 4 and in the first and second paragraphs of Article 18 of the Conditional Sale Agreement is hereby amended to read "7-3/4%".

3. All references in the Assignment to the Conditional Sale Agreement are amended to refer to the Conditional Sale Agreement as amended and supplemented hereby.

4. Except as amended and supplemented by this Supplemental Agreement, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Supplemental Agreement

to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

SOUTHERN RAILWAY COMPANY,
By

John K. A. Starnes
.....
Vice President

ATTEST:

Franklin D. Edwards
.....
Assistant Secretary

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK, as Agent,
By

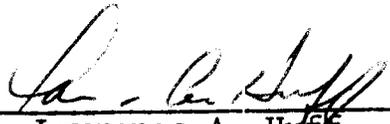
S. E. Sparrow
.....
Trust Officer
S. E. Sparrow

ATTEST:

W. L. Thompson
.....
Assistant Secretary
W. L. THOMPSON

DISTRICT OF COLUMBIA

On this 14 day of May, 1971, before me personally appeared K. A. Stoecker, to me personally know, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY 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.

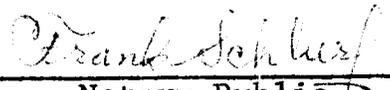


Lawrence A. Huff
Notary Public
in and for the District of Columbia

My commission expires June 30, 1972.

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

On this 13th day of May, 1971, before me personally appeared R. E. Sparrow, to me personally known, who, being by me duly sworn, says that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, 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

FRANK SCHURZ
Notary Public, State of New York
County of [unclear]
[unclear] New York County
[unclear] 1973