

Executed in 7 Counterparts of
which this is Counterpart No. 7

64438
JUN 26 1974 1165

THIS SUPPLEMENTAL AGREEMENT, made and entered into as
of April 1, 1974, by and between

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York
corporation (the "Trustee"), party of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation, and
THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY,
an Ohio corporation (together called the "Company"), parties of
the second part:

W I T N E S S E T H That:

WHEREAS, by an equipment trust agreement dated as of January 15,
1972 (the "Agreement"), between the Trustee and Southern Railway
Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 1
OF 1972; and

WHEREAS, Southern Railway Company assigned a portion of
its interest in the Agreement to The Cincinnati, New Orleans and Texas
Pacific Railway Company by assignment dated as of January 16, 1972;
and

WHEREAS, by the Agreement the Trustee did let and lease
unto the Company certain railroad equipment as defined in the
Agreement (the "Equipment") for a term as set forth in the Agreement,
all upon such terms and conditions as therein specified; and

WHEREAS, in Section 4.9 of the Agreement, it is provided
that upon the filing with the Trustee of the appropriate documents,
any monies paid to the Trustee pursuant to said Section 4.9 or Section
4.7 of the Agreement may be applied to the purchase of additional
Equipment; and

WHEREAS, the Company, in compliance with the aforesaid
requirements of Section 4.9 of the Agreement now proposes to cause
to be sold, assigned, transferred and set over unto the Trustee, as
trustee under the Agreement two (2) new 70-ton 50'6" Double Door Box
Cars, bearing numbers 540013 and 540051 (the "Additional Equipment"):

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) paid by the Trustee to the Company at or before the ensembling and delivery hereof, the receipt of which is hereby acknowledged, and in consideration of the rents and covenants in the Agreement provided for and contained, the Company does hereby assign to the Trustee all its right, title, and interest under the contract for the acquisition of the Additional Equipment, and the Trustee does hereby let and lease the Additional Equipment to the Company for the remainder of the lease term as set forth in the Agreement, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Equipment described in the Agreement.

AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
By

[Signature]
.....
Vice President
[Seal] H. Sparrow

ATTEST:

[Signature]
.....
Assistant Secretary
[Seal] W. W. Brewer

SOUTHERN RAILWAY COMPANY,
THE CINCINNATI, NEW ORLEANS AND
TEXAS PACIFIC RAILWAY COMPANY,
By

[Signature]
.....
Vice President of each
of the above companies

ATTEST:

[Signature]
.....
Assistant Secretary

STATE OF NEW YORK)
) SS:
County of New York)

On this 12 day of JUNE, 1974, before me personally appeared H. E. Sparrow, to me personally known, who, being by me duly sworn, says that he is a Vice President 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 pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

..... *Frank Schlierm*
FRANK SCHLIERM
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1975

DISTRICT OF COLUMBIA.

On this 14th day of June, 1974, before me personally appeared K. A. Stoecker, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY and THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of each of said corporations, that said instrument was signed and sealed on behalf of each of said corporations by authority of their respective Boards of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of each of said corporations.

..... *Lawrence A. Huff*
LAWRENCE A. HUFF
NOTARY PUBLIC
IN AND FOR THE DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JUNE 30, 1977