

JUL 9 1970

Executed in 10 counterparts
of which this is counterpart no. 10.

INTERSTATE

ASSIGNMENT from SOUTHERN RAILWAY COMPANY (Southern) to
SAVANNAH & ATLANTA RAILWAY COMPANY (S&A);

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

WHEREAS, First National City Bank, as Trustee (Trustee),
and Southern entered into an Equipment Trust Agreement dated as
of June 1, 1970, constituting Southern Railway Equipment Trust
No. 3 of 1970 (Agreement), concerning the acquisition of rail-
road equipment therein described (Equipment) and the issuance
and sale of Equipment Trust Certificates (Certificates) for the
purpose of financing approximately 80% of the cost of the Equip-
ment; the principal of and interest on the Certificates, together
with cash sufficient to pay the remainder of the cost of the
Equipment, and all expenses in connection therewith, to be paid
from rentals provided for in the Agreement; and whereby the
Equipment was leased to the Company as that term is defined in
the Agreement for a term of 15 years from June 1, 1970; and

WHEREAS, Southern by application to the Interstate
Commerce Commission (Commission) sought and obtained an Order of
the Commission dated May 15, 1970, authorizing the
assumption of obligation and liability in respect of not exceed-
ing \$7,440,000 principal amount of the Certificates pursuant to
the terms of the Agreement by endorsing on each of the Certificates

its unconditional guaranty of the prompt payment, when due, of the principal thereof and the dividends thereon, all for the purpose of obtaining for itself or its assignee, the possession of, the use, and ultimately the title to the Equipment; and

WHEREAS, S&A, an Affiliate of Southern as that term is defined in the Agreement, desires to acquire from Southern, and Southern is willing to assign to S&A, all of the right, title and interest of Southern in and to the Agreement insofar as it relates to the portion of the Equipment hereinafter described, but no further and without releasing Southern from any of its obligations thereunder; and

WHEREAS, S&A by application to the Commission sought and obtained an Order of the Commission dated June 19, 1970, authorizing it to assume obligation and liability in respect of not exceeding \$1,384,000 of the Certificates insofar as they relate to that portion of the Equipment hereinafter described having a total estimated cost of \$1,732,500, such assumption to be on the terms stated in said Order;

NOW, THEREFORE, it is agreed:

(1) In consideration of the covenants of S&A in Paragraph (2) hereof, Southern hereby assigns and transfers to S&A, its successors and assigns, all of the right, title and interest of Southern in and to the Agreement, and all rights and benefits thereunder, insofar as they relate to the following

described railroad cars (Assigned Equipment) which are a portion of the Equipment:

<u>Number of Units</u>	<u>Description of Equipment</u>	<u>Buyer's Road Numbers (Both Inclusive)</u>
99	70-ton 50'6" Cushion Under-frame Box Cars	550370 to 550468

but no further; the rights and benefits of Southern assigned and transferred to S&A hereby shall include, but not by way of limitation, the right to the possession of, the use and ultimately obtaining of the title to the Assigned Equipment, and Southern hereby covenants and agrees that it will do and perform such further acts as may be necessary to effectuate the intent of this Assignment; provided, however, that this Assignment is subject to the Agreement and shall in no way modify or release the obligations of Southern thereunder, and provided further that S&A shall not acquire by this Assignment any right, title or interest in the Agreement with respect to any of the Equipment constructed and acquired by the Trustee thereunder except the Assigned Equipment.

(2) S&A hereby accepts said transfer and assignment and assumes and hereby agrees to perform all of the covenants and obligations of Southern under the Agreement insofar as they relate to the Assigned Equipment, in accordance with the provisions thereof.

(3) Nothing in this Assignment contained shall

relieve Southern of any of its obligations under the Agreement.

(4) The obligations and liabilities assumed by S&A hereunder, insofar as they relate to guaranty of the Certificates, pursuant to said Order of the Commission shall not exceed the sum of \$1,384,000.

(5) This Assignment shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

(6) This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, as of this 2nd day of June, 1970.

SOUTHERN RAILWAY COMPANY,
By

For *W. R. Dineen*
Vice President

L. S.
ATTEST:

M. M. Davern
Assistant Secretary

SAVANNAH & ATLANTA RAILWAY
COMPANY
By

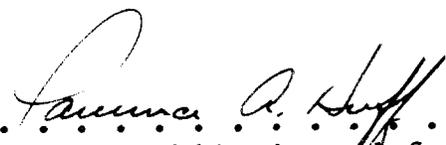
William D. McLean
Vice President

L. S.
ATTEST:

William D. Edwards
Assistant Secretary

DISTRICT OF COLUMBIA.

On this 7th day of July , 1970, before me personally appeared W. R. Divine, to me personally known, 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.


Notary Public in and for the
District of Columbia.

My commission will expire on June 30, 1972.

DISTRICT OF COLUMBIA.

On this 7th day of July , 1970, before me personally appeared William D. McLean, to me personally known, who, being by me duly sworn, says that he is a Vice President of Savannah & Atlanta 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.


Notary Public in and for the
District of Columbia.

My commission will expire on June 30, 1972.