

57007

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

5925-B  
MAY 20 1976  
MISSISSIPPI COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of May 1, 1976, by  
and between

SOUTHERN RAILWAY COMPANY, a Virginia corporation ("Rail-  
road"), party of the first part; and

MANUFACTURERS HANOVER TRUST COMPANY, a New York corpora-  
tion ("Assignee"), party of the second part;

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

WHEREAS, Whittaker Corporation, Berwick Forge & Fabricating  
Division ("Vendor") and Railroad entered into a Conditional Sale  
Agreement dated as of January 1, 1971, as amended ("Agreement"),  
pursuant to which Vendor sold and delivered to Railroad and Rail-  
road purchased from Vendor certain railroad equipment ("Equip-  
ment") therein described, which Agreement was assigned by Vendor  
to Assignee by Agreement and Assignment dated as of January 1,  
1971, as amended ("Assignment"); and

WHEREAS, in Article 8 of the Agreement it is provided that  
in the event any unit of the Equipment shall have suffered a  
Casualty Occurrence and the Railroad shall have paid to the Assignee  
the value of the unit as provided for therein, then upon the filing  
with the Assignee of the appropriate documents, any moneys paid to  
the Assignee pursuant to said Article 8 may be applied toward  
the cost of a unit or units of standard gauge railroad equipment  
(other than passenger equipment) first put into service no earlier  
than January 1, 1971, to replace such unit having suffered a  
Casualty Occurrence; and

WHEREAS, the Railroad, in compliance with the aforesaid re-  
quirements of Article 8 of the Agreement, now proposes to cause  
title to two (2) new 70-ton Pulpwood Cars bearing Railroad's  
Road Numbers 140988 and 140989 ("Additional Equipment") to be  
vested in the Assignee, free and clear of all liens and encum-  
brances subject to the Agreement;

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

That Assignee (as Vendor pursuant to Article 26 of the Agreement) hereby agrees to accept the Additional Equipment, upon compliance by Railroad with the requirements of Article 8 of the Agreement as accessions to the Equipment thereunder and subject to all of the terms and conditions of the Agreement as though part of the original Equipment thereunder, free and clear of all liens and encumbrances.

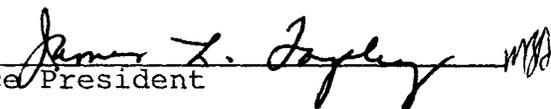
This Supplemental Agreement may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

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

SOUTHERN RAILWAY COMPANY,  
By

ATTEST:

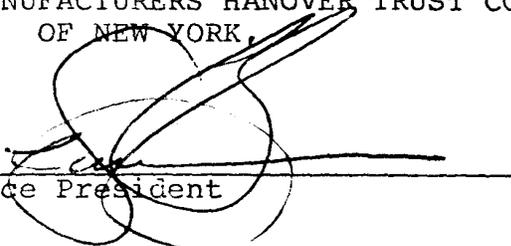
  
Assistant Secretary

  
Vice President

MANUFACTURERS HANOVER TRUST COMPANY  
OF NEW YORK,  
By

ATTEST:

  
Assistant Secretary

  
Vice President

DISTRICT OF COLUMBIA

On this 20<sup>th</sup> day of May, 1976, before me personally appeared James L. Dapky, 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 pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Lawrence A. Huff*

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

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

On this 17<sup>th</sup> day of May, 1976, before me personally appeared T. C. CRANE, to me personally known, who, being by me duly sworn, says that he is a Vice President of MANUFACTURERS HANOVER 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.

*Francis J. Cerullo*

FRANCIS J. CERULLO  
Notary Public, State of New York  
No. 42-4522535  
Qualified in Richmond County  
Certified in New York County  
Commission Expires March 30, 1978