

Executed in 7 Counterparts of
which this is Counterpart No. 2.

SOUTHERN RAILWAY

Equipment Trust No. 5 of 1970

5810-C
RECORDATION NO. _____ FILED IN _____

MAY 1 1972 9:00 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT

Dated as of May 1, 1972

to

EQUIPMENT TRUST AGREEMENT

Dated as of September 1, 1970, as amended

between

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

Trustee

and

SOUTHERN RAILWAY COMPANY

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of May 1, 1972, 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 (the "Company"), party of the second part;

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

WHEREAS, by agreement dated as of September 1, 1970, as amended (the "Agreement"), between the Trustee and the Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 5 OF 1970; and

WHEREAS, by the agreement the Trustee did let and lease unto the Company certain railroad equipment therein particularly described for a term from and after August 25, 1970, to and including September 1, 1985, upon the terms and conditions therein specified; and

WHEREAS, in Section 4.9 of the Agreement, it is provided that in the event any unit or units of the Trust Equipment become unsuitable in any respect for the use of the Company and the Company shall have paid to the Trustee the selling price or fair value, as defined in the Agreement, of such unit or units, then 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 one (1) new 100-ton 2100 cu. ft. capacity open top hopper car bearing road number 101515 (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 ensealing 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 to the Company for the remainder of the term of the Agreement, to wit, until September 1, 1985, the Additional Equipment, 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 railroad equipment described in the Agreement.

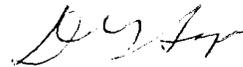
AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

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



.....
Trust Officer.

ATTEST:



.....
Assistant Secretary.
W. W. Brown

SOUTHERN RAILWAY COMPANY,

By



.....
Vice President.

ATTEST:



.....
Assistant Secretary.

