

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

5810 A

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 (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 units of the 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 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 70-ton 50'6" Double Door Box Car
bearing road number 540011 (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 addi-
tional 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 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
R. E. Sparrow

ATTEST:

[Signature]
.....
Assistant Secretary

SOUTHERN RAILWAY COMPANY,
By

[Signature]
.....
Vice President

ATTEST:

[Signature]
.....
Assistant Secretary

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

On this 12th day of JUNE, 1974, before me personally appeared R. 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 Schliere

FRANK SCHLIERE
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 19th 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, 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