

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

5814-C

RECEIVED NO. _____ FILED & RECORDED

OCT 25 1973 - 9 50 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of
October 1, 1973, by and between

FIRST NATIONAL CITY BANK, a national banking association
duly incorporated existing under the laws of the United States of
America (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 15, 1970, as
amended (the "Agreement"), between the Trustee and the Company there was
constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 6 OF 1970; and

WHEREAS, by the agreement the Trustee did let and lease
unto the Company certain railroad equipment (the "Equipment") therein
particularly described for a term of fifteen (15) years from and
after September 15, 1970, 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 100-ton 3600 cu. ft. quick
dump hopper car bearing Road Number 79973 (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 15, 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.

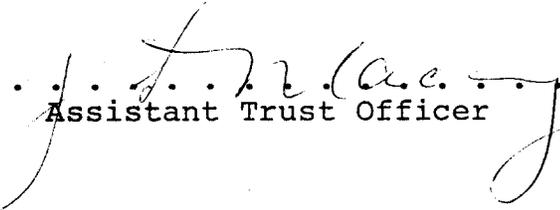
This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

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.

FIRST NATIONAL CITY BANK,
By


.....
Trust Officer

ATTEST:


.....
Assistant Trust Officer

SOUTHERN RAILWAY COMPANY,
By


.....
Vice President

ATTEST:


.....
Assistant Secretary

