

Executed in <sup>7</sup>10 counterparts of  
which this is counterpart no. 7.

RECORDATION NO. 6076 Filed & Recorded

JUN 1 1971 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT from SOUTHERN RAILWAY COMPANY (SOUTHERN RAILWAY COMPANY) to  
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY (AGS);

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 March 15, 1970, constituting Southern Railway  
Equipment Trust No.3 of 1971 (Agreement), concerning the acqui-  
sition of railroad 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  
beginning April 8, 1971, and ending May 1, 1986; and

WHEREAS, Southern by application to the Interstate  
Commerce Commission (Commission) sought and obtained an Order  
of the Commission dated April 29, 1971, authorizing the  
assumption of obligation and liability in respect of not exceeding  
\$10,000,000 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, AGS, an Affiliate of Southern as that term is defined in the Agreement, desires to acquire from Southern, and Southern is willing to assign to AGS, 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, AGS by joining in the aforesaid application of Southern to the Commission sought and obtained authorization in the aforesaid Order of the Commission to assume obligation and liability in respect of not exceeding \$730,000 of the Certificates insofar as they relate to that portion of the Equipment hereinafter described having a total estimated cost of \$917,100;

NOW, THEREFORE, it is agreed:

(1) In consideration of the covenants of AGS in Paragraph (2) hereof, Southern hereby assigns and transfers to AGS, 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 locomotives (Assigned Equipment) which are a portion of the

Equipment:

<u>Number of Units</u>	<u>Description of Equipment</u>	<u>Road Numbers (both inclusive)</u>
3	SD40 3000 h.p. road switching locomotives	3180, 3181, and 3182

but no further; the rights and benefits of Southern assigned and transferred to AGS 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 AGS 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) AGS 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 AGS hereunder, insofar as they relate to the Certificates, pursuant

to said Order of the Commission shall not exceed the sum of \$730,000.

(5) Notwithstanding any other provision of this instrument the obligation and liability assumed by AGS hereby shall be enforceable only by Southern and such obligation and liability shall not be enforceable by the Trustee under the Agreement or by the holders of the Certificates.

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

(7) 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 May, 1971.

SOUTHERN RAILWAY COMPANY,  
By

*K. A. Stueber*  
.....  
Vice President.

L. S.  
ATTEST:

*M. W. Davertons*  
.....  
Assistant Secretary.

THE ALABAMA GREAT SOUTHERN  
RAILROAD COMPANY,  
By

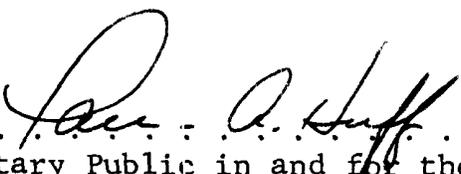
*W. J. Sney*  
.....  
Vice President.

L. S.  
ATTEST:

*James D. Edwards*  
.....  
Assistant Secretary.

DISTRICT OF COLUMBIA.

On this 25 day of May, 1971, before me personally appeared K. A. Stoecker and W. W. Simpson, to me personally known, who, being by me duly sworn, say that they are Vice Presidents of Southern Railway Company and The Alabama Great Southern Railroad Company, respectively, that one of the seals affixed to the foregoing instrument is the corporate seal of each of said corporations, that said instrument was signed and sealed on behalf of each of said corporations by authority of their respective Boards of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporations.

  
Notary Public in and for the  
District of Columbia.

My commission will expire on June 30, 1972.