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

6275 A+

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of April 1, 1974, by and between

THE CHASE MANHATTAN BANK (National Association), a national banking association organized and existing under the laws of the United States of America (the "Trustee"), party of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation, and Central of Georgia Railroad Company, a Georgia corporation (together called 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, 1971, as amended (the "Agreement"), between the Trustee and the Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 5 OF 1971; and

WHEREAS, Southern Railway Company assigned a portion of its interest in the Agreement to Central of Georgia Railroad Company by assignment dated as of September 2, 1971; and

WHEREAS, by the Agreement the Trustee did let and lease unto the Company certain railroad equipment as defined in the Agreement (the "Equipment") for a term as set forth in the Agreement, all upon such terms and conditions as 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 two (2) new 70-ton 50'6" Double Door Box Cars, one bearing Southern Railway Company road number 540012 and the other bearing Central of Georgia Railroad Company road number 540038 (together called 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 the Additional Equipment to the Company for the remainder of the lease term as set forth in the Agreement, 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.

THE CHASE MANHATTAN BANK
(National Association), Trustee,
By

. . . . . .
Vice President
J. A. Payne

ATTEST:

. . . . . .
Assistant Secretary
D.G. SWEET

SOUTHERN RAILWAY COMPANY,
CENTRAL OF GEORGIA RAILROAD COMPANY,
By

. . . . . .
Vice President of each
of the above companies

ATTEST:

. . . . . .
Assistant Secretary

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

On this 30th day of May, 1974, before me personally appeared J. A. Payne, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE CHASE MANHATTAN BANK (National Association), that one of the seals affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said national association pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

JOAN M. COSENZA
NOTARY PUBLIC, State of New York
No. 24-5[illegible]
Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1976

DISTRICT OF COLUMBIA.

On this 4th 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 and CENTRAL OF GEORGIA RAILROAD COMPANY, 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 said corporations pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporations.

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