

Southern Railway System

P.O. Box 1808
Washington, D.C. 20013

KARL A. STOECKER
VICE PRESIDENT AND
CHIEF FINANCIAL OFFICER

920 15TH STREET, N.W.
TEL: (202) 628-4460

August 5, 1977
58034, 59080

7-217A026
AUG 5 1977
6275-J
Washington, D. C.

Mr. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Homme:

I enclose six original counterparts of the instrument described in paragraph (1) hereof, for recordation and return, together with an original counterpart for the Commission's files.

In accordance with 49 CFR Part 1116, covering the recordation of documents, I advise you as follows:

(1) The enclosed document is a Supplemental Agreement dated as of July 1, 1977, to an Equipment Trust Agreement between Morgan Guaranty Trust Company of New York, Trustee, and Southern Railway Company dated as of September 1, 1971, constituting Southern Railway Equipment Trust No. 5 of 1971.

(2) The Supplement is executed for the purpose of subjecting to the Equipment Trust certain new equipment, being:

1 - new 70-ton 60' Flat Car bearing road number 152077, AAR designation FM.

The unit of equipment will be marked with the words:

OWNED BY A BANK OR TRUST COMPANY UNDER A FINANCING AGREEMENT RECORDED WITH THE INTERSTATE COMMERCE COMMISSION UNDER SECTION 20c OF THE INTERSTATE COMMERCE ACT.

(3) The Equipment Trust Agreement was filed and recorded in your office on August 9, 1971, at 3:20 p.m., and was assigned Recordation No. 6275.

(4) After recordation, the original document should be returned to Joseph C. Dimino, Esq., Attorney, Southern Railway Company, P. O. Box 1808, Washington, D.C. 20013.

- 2 -

(5) The recordation fee of \$10.00 is enclosed.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "K. A. Stoecker".

K. A. Stoecker

Enclosures

Executed in 7 Counterparts
of which this is Counterpart No. 1

62757
AUG 8 1977 - 10 22 AM

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of July 1, 1977, 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, 1971, as amended (the "Agreement"), between The Chase Manhattan Bank, N.A., as trustee, and the Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 5 OF 1971; and

WHEREAS, by an Instrument of Appointment, Acceptance of Appointment by Successor Trustee and Transfer, dated as of October 19, 1976, Morgan Guaranty Trust Company of New York, became Trustee under the Agreement; and

WHEREAS, by the Agreement the Trustee has let and leased unto the Company certain railroad equipment (the "Equipment") therein particularly described for a term as set forth in the Agreement, all upon the 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, one (1) new 70-ton 60' Flat Car bearing Road Number 152077 (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 ensembling 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.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, Trustee,

By

[Signature]
.....
Vice President

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 25th day of July, 1977, before me personally appeared E. 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.

Lawrence Weiner

LAWRENCE WEINER
Notary Public, State of New York
No. 03-4616315
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 30, 1979

DISTRICT OF COLUMBIA.

On this 3rd day of August, 1977, before me personally appeared E. A. Broecker, 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.

C. Wagner

C. WAGNER
Notary Public
In and for the District of Columbia
My Commission Expires May 31, 1982