

Executed in 7 Counterparts of
which this is Counterpart No. 3.

6654-C

REGISTRATION NO. _____ FILED _____

AUG 22 1972 11 PM

FEDERAL BUREAU OF INVESTIGATION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of August 1, 1972, by and between

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

SOUTHERN RAILWAY COMPANY, a Virginia corporation (the "Company"), of the second part;

W I T N E S S E T H: THAT

WHEREAS, by agreement (the "Agreement"), dated as of July 15, 1972, between the Trustee and the Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 4 OF 1972; and

WHEREAS, by the Agreement the Trustee did let and lease to the Company certain railroad equipment therein particularly described for a term from and after July 15, 1972, to and including July 15, 1987, upon the terms and conditions therein specified; and

WHEREAS, in the last paragraph of Section 3.4 of the Agreement, it is provided that if the aggregate final cost of the trust equipment therein described shall be less than 125% of the aggregate principal amount of Trust Certificates issued thereunder, the Company will cause to be sold, assigned, transferred and set over unto the Trustee additional equipment in such amount and of such cost that the aggregate final cost of the trust equipment will be at least 125% of the aggregate principal amount of such Trust Certificates; and

WHEREAS, the Company, in compliance with the aforesaid requirements of Section 3.4 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 Bulkhead Pulpwood Car bearing road number 140200 (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 construction 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, to and including July 15, 1987, the Additional 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 railroad 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

V. J. Marino
.....
SECOND Vice President.

V. J. MARINO

ATTEST:

G. W. Liddy
.....
Assistant Secretary.

G. W. LIDDY

SOUTHERN RAILWAY COMPANY,
By

K. A. Stouffer
.....
Vice President.

ATTEST:

R. D. Allen
.....
Assistant Secretary.

R. D. ALLEN

