

# Southern Railway System

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

KARL A. STOECKER  
VICE PRESIDENT AND  
CHIEF FINANCIAL OFFICER

RECEIVED  
AUG 5 10 20 AM '77

920 G ST. N.W.  
WASHINGTON, D.C. 20002  
TELEPHONE (202) 628-4460

FEE OPERATIONS

August 5, 1977  
58337, 59080

217A026

RECORDATION NO. 6828-4  
Filed & Recorded

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

AUG 5 1977 - 10 25 AM  
INTERSTATE COMMERCE COMMISSION  
Date AUG 5 1977  
Fee \$  
CC Washington, D. C.

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 Citibank, N.A., Trustee, and Southern Railway Company dated as of December 1, 1972, constituting Southern Railway Equipment Trust No. 6 of 1972.
- (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 152078, 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 December 12, 1972, at 3:35 p.m., and was assigned Recordation No. 6828.
- (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.

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(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.

RECORDATION NO. 6838-11 Filed & Recorded

AUG 5 1977-10 25 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of July 1, 1977, by and between

CITIBANK, N.A., a national banking association duly incorporated 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 (the "Company"), party of the second part;

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

WHEREAS, by agreement dated as of December 1, 1972, as amended (the "Agreement"), between the Trustee and the Company, there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 6 OF 1972; and

WHEREAS, by the Agreement the Trustee did let and lease to the Company certain railroad equipment as defined in the Agreement (the "Equipment") for a term from and after December 1, 1972, to and including December 1, 1987, 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 70-ton 60' Flat Car bearing Road Number 152078 (the "Additional Equipment"):

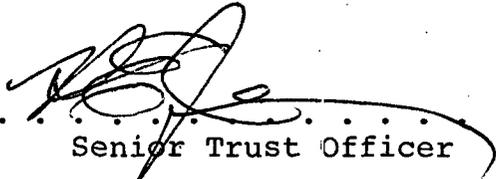
NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) paid by the Trustee to the Company at or before the ensembling and delivery hereof, the receipt of which is hereby acknowledged, and in consideration of the rents and covenants in the Agreement provided for and contained, 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 to the Company for the remainder of the term of the Agreement, to wit, until December 1, 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 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.

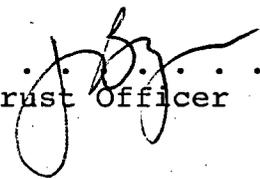
This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

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.

CITIBANK, N.A.,  
Trustee,  
By

  
.....  
Senior Trust Officer

ATTEST:

  
.....  
Trust Officer

SOUTHERN RAILWAY COMPANY,  
By

  
.....  
Vice President

ATTEST:

  
.....  
Assistant Secretary

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

On this 7<sup>TH</sup> day of JULY, 1977, before me personally appeared RALPH E. JOHNSON, to me personally known, who, being by me duly sworn, says that he is a Senior Trust Officer of CITIBANK, N.A., 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.



**IDA M. HAINESWORTH**  
Notary Public, State of New York  
No. 24 - 4646216  
Qualified in Kings County  
Cert. filed in New York County  
Commission Expires March 30, 1979

DISTRICT OF COLUMBIA.

On this 3<sup>rd</sup> day of August, 1977, 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, 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. O. WAGNER**  
Notary Public  
In and For the District of Columbia  
My Commission Expires May 31, 1982