

Executed in 7 Counterparts of  
which this is Counterpart No. 6

RECORDATION NO. 2969-24  
Filed & Rec'd

FEB 19 1975 -10 20 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of February 1, 1975, 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 April 1, 1973, as amended, (the "Agreement"), between the Trustee and the Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 2 OF 1973; 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 April 2, 1973; 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, one (1) 100-ton 2100 cu. ft. capacity Aggregate Hopper Car bearing Central of Georgia Railroad Company road number 103918 (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 of 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.

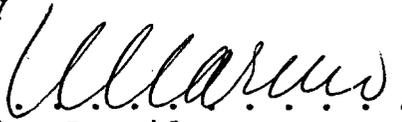
AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

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),

By

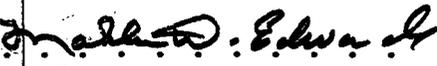
  
SECOND Vice President  
V. J. MARINO

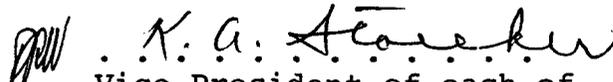
ATTEST:

  
Assistant Secretary  
G. W. LIDDY

SOUTHERN RAILWAY COMPANY,  
CENTRAL OF GEORGIA RAILROAD COMPANY,  
By

ATTEST:

  
Assistant Secretary

  
Vice President of each of  
the above companies  
K. A. Stoecker

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF NEW YORK )

On this 4th day of February, 1975, before me personally appeared V. J. MARINO, to me personally known, who, being by me duly sworn, says that he is a SECOND VICE PRESIDENT (Title) of THE CHASE MANHATTAN BANK (National Association), 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.



ISABELLE B. SHAW  
NOTARY PUBLIC, State of New York  
No. 43-3619760  
Qualified in Richmond County  
Certificate Filed with New York Co. Clerk  
Commission Expires March 30, 1975

DISTRICT OF COLUMBIA.

On this 7th day of February, 1975, 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.



PHILIP J. CAFFREY  
NOTARY PUBLIC  
IN AND FOR THE DISTRICT OF COLUMBIA  
MY COMMISSION EXPIRES JUNE 14, 1978