

ORIGINAL COUNTERPART
NO. **S**

NORFOLK AND WESTERN RAILWAY EQUIPMENT TRUST

SERIES Q

6015-1
RECORDATION NO. _____ Filed & Recorded

FEB 26 1974 -1 30 PM

SUPPLEMENTAL AGREEMENT

INTERSTATE COMMERCE COMMISSION

Dated as of February 15, 1974

Supplementing

EQUIPMENT TRUST AGREEMENT

Dated as of January 1, 1969

Between

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, Trustee

and

NORFOLK AND WESTERN RAILWAY COMPANY

SUPPLEMENTAL AGREEMENT

AGREEMENT, dated as of February 15, 1974, between THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, a Pennsylvania corporation (the "Trustee"), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation (the "Company").

R E C I T A L S

A certain Equipment Trust Agreement dated as of January 1, 1969 (the "Trust Agreement"), between the Trustee and the Company provided for the formation of Norfolk and Western Railway Equipment Trust, Series Q (the "Series Q Trust"), pursuant to which certain railroad equipment described in the Trust Agreement (the "Trust Equipment"), was to be leased by the Trustee to the Company.

Under the provisions of the Trust Agreement, any of the Trust Equipment that may become worn out, unsuitable for use, lost or destroyed ("Discarded Equipment") may be replaced by the Company, at its own cost and expense, with standard-gauge railroad equipment (other than work or passenger equipment) of a fair value, equal to the fair value of Discarded Equipment at the time it became worn out, unsuitable, lost or destroyed ("Replacement Equipment").

The Trustee and the Company have heretofore executed a Supplemental Agreement dated as of October 15, 1969 (the "Prior Supplement"), providing for the inclusion under the Series Q

Trust of certain units of Replacement Equipment.

The Company has heretofore certified to the Trustee that additional units of Trust Equipment have become worn out, unsuitable for use, lost or destroyed and has deposited with the Trustee funds which the Company may, pursuant to the terms of the Trust Agreement, request that the Trustee apply toward the purchase by the Trustee of Replacement Equipment.

* * * * *

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the Trustee and the Company hereby agree as follows:

Section 1: The Trustee hereby leases to the Company under the terms of the Trust Agreement the following described units of standard-gauge railroad equipment as Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>	<u>Road Numbers (Both Inclusive)</u>
2	86'6" 100-ton high cube box cars to be built by Greenville Steel Car Company	861278 - 861279

Section 2: The Company shall cause this Agreement to be filed and recorded in the same manner as the Trust Agreement.

Section 3: The provisions of this Agreement and all

rights and obligations of the parties hereto shall be governed by the laws of the Commonwealth of Virginia; provided, however, that the Company and the Trustee shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and any additional rights arising out of the filing, recording or deposit of this Agreement.

Section 4: The units of Replacement Equipment hereinbefore described shall be subject to all of the terms and conditions set forth in the Trust Agreement as fully as if said terms and conditions were set forth in this Agreement, and the Trust Agreement shall be deemed to be supplemented so as to include the units of Replacement Equipment hereinbefore described from and after the date hereof. Except as modified by this Agreement and by the Prior Supplement, all terms, covenants and provisions of the Trust Agreement shall continue in full force and effect.

Section 5: This Agreement, which is dated for convenience as of February 15, 1974, may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused this instrument to be signed by their proper officers and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first written.

NORFOLK AND WESTERN RAILWAY COMPANY

By John L. Cowan
Vice President - Finance

ATTEST:

Joseph Pakush
ASSISTANT Secretary JOSEPH PAKUSH

THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, Trustee

By Wm. H. ...
Vice President

ATTEST:

A. Roman
Assistant Secretary

COMMONWEALTH OF VIRGINIA)
) ss.:
CITY OF ROANOKE)

On this *15th* day of February, 1974, before me personally appeared John L. Cowan, to me personally known, who, being by me duly sworn, says that he is Vice President - Finance of Norfolk and Western 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 by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

R. J. Anderson

Notary Public
My Commission Expires
September 5, 1977

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA)

On this *22nd* day of February, 1974, before me personally appeared *Wm M. Krayer*, to me personally known, who, being by me duly sworn, says that he is a Vice President of The First Pennsylvania Banking and Trust Company, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Catherine D Burns

Notary Public
CATHERINE D. BURNS, Notary Public
PHILADELPHIA, PHILA. COUNTY, PA.
My Commission Expires Nov. 10, 1977

officer or director
of the above corporation