

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

RECORDATION NO. 7110-B  
..... Filed & Recorded

SEP 3 1975 -9 40 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as  
of September 1, 1975, 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 July 1, 1973, (the  
"Agreement"), between the Trustee and the Company there was  
constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 3 OF 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 Agree-  
ment, 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, twelve (12) 70-ton 52'6" Gondola  
Cars bearing road numbers 66330 - 66341, both inclusive, (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.

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK,  
By

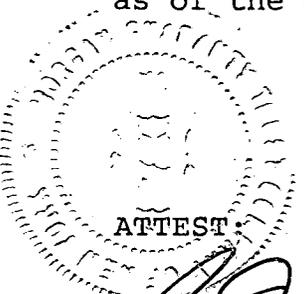


Title:

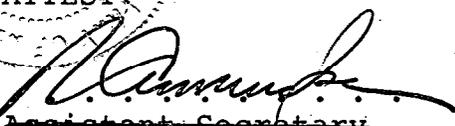
TRUST OFFICER

SOUTHERN RAILWAY COMPANY,  
By

*James L. Foyley*  
Vice President



ATTEST:



~~Assistant Secretary~~  
ASSISTANT TRUST OFFICER



ATTEST:



Assistant Secretary

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

On this 25<sup>th</sup> day of August, 1975, before me personally appeared J. W. Flaherty, to me personally known, who, being by me duly sworn, says that he is a TRUST OFFICER (Title) 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 by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Lorraine Fowler*

Notary Public

LORRAINE FOWLER

Notary Public, State of New York

No. 24-6368100

Qualified in Kings County

Certificate filed in New York County

Commission Expires March 30, 1976

DISTRICT OF COLUMBIA.

On this 2<sup>nd</sup> day of September, 1975, before me personally appeared James L. Tapley, to me personally known, who, being by me duly sworn says that he is a Vice President of SOUTHERN RAILWAY COMPANY, that one of theseals 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 was the free act and deed of said corporation.

*Lawrence A. Huff*

LAWRENCE A. HUFF

NOTARY PUBLIC

IN AND FOR THE DISTRICT OF COLUMBIA

MY COMMISSION EXPIRES JUNE 30, 1977