Southern Railway System

No. 1-042A046

Date FEB 11 1981

Fee $ 10.00

ICC Washington, D.C.

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

JAMES L. TAPLEY
VICE PRESIDENT - LAW

920 15TH STREET, N.W.
TEL: (202) 383-4406

February 11, 1981

59080, 57728

RECORDATION NO. 5732-F Filed 1425

FEB 11 1981 · 1 25 PM

INTERSTATE COMMERCE COMMISSION

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mrs. Mergenovich:

I enclose five original counterparts of the instrument described in paragraph (1) hereof, for recordation and return, together with two original counterparts 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 January 12, 1981, to Equipment Trust Agreement between Citibank, N.A., Trustee, and Southern Railway Company dated as of June 1, 1970, as amended, constituting Southern Railway Equipment Trust No. 3 of 1970.

(2) The Supplemental Agreement is executed for the purpose of subjecting to the Equipment Trust certain new equipment, being:

1 - new 70-ton 50' Pulpwood Car bearing road number 142229, AAR designation LP.

The unit of Equipment will be marked with the words:

"SOUTHERN RAILWAY EQUIPMENT TRUST NO. 3 OF 1970; FIRST NATIONAL CITY BANK, TRUSTEE, OWNER, LESSOR."

(3) The Equipment Trust Agreement was filed and recorded in your office on May 27, 1970, at 2:05 P.M., and was assigned Recordation No. 5732.

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(4) After recordation, the original document should be returned to George A. Aspatore, Esq., Solicitor, Southern Railway Company, P. O. Box 1808, Washington, D.C. 20013.

(5) The recordation fee of $10.00 is enclosed.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,

James L. Tapley

James L. Tapley

Encl.

RECORDATION NO. 5732-J Filed 1425

Executed in 7 Counterparts of
which this is Counterpart No. 2

FEB 11 1981 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT made and entered into as of January 12, 1981 by and between

CITIBANK, N.A., a national banking association duly incorporated and existing under the laws of the United States of America with its head office in the City of New York, New York (the "Trustee"); and

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

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

WHEREAS, by agreement dated as of June 1, 1970, (the "Agreement"), between the Trustee and the Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 3 OF 1970; and

WHEREAS, by the Agreement the Trustee has let and leased 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 Sections 3.4 and 4.9 of the Agreement, it is provided that upon the filing with the Trustee of the appropriate documents, any Deposited Cash held by the Trustee or any monies paid to the Trustee pursuant to 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 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 new 70-ton 50' Pulpwood Car bearing road number 142229 (the "Additional Equipment");

NOW, THEREFORE:

(1) 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 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.

(2) 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.

(3) This Supplemental Agreement may be 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., As Trustee
By

L.S.
ATTEST:

. . . . . .
Senior Trust Officer

. . . . . .
Trust Officer

SOUTHERN RAILWAY COMPANY
By

L.S.
ATTEST:

D. Henry Watts
. . . . . .
Vice President

. . . . . .
Assistant Secretary

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 22nd day of January, 1981, 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 corporation, that said instrument was signed 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.

DISTRICT OF COLUMBIA

On this 2nd day of February, 1981, before me personally appeared D Harry Utts, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY, that the corporate seal of said corporation is affixed to the foregoing instrument, 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