



NORFOLK SOUTHERN

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May 15, 1984

RECORDATION NO. 9316 Filed 1425

MAY 17 1984 - 11 55 AM

Mr. James H. Bayne
Acting Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W. INTERSTATE COMMERCE COMMISSION
Washington, D.C. 20423

Dear Mr. Bayne:

In accordance with 49 U.S.C. §11303 and the Commission's rules, I submit herewith for recording with the Commission six original counterparts, properly executed and acknowledged of the document described below.

This document is a Supplemental Agreement and Assignment, a secondary document, dated as of May 1, 1984. The primary document to which this is connected is recorded under Recordation No. 9316.

The names and addresses of the parties to the secondary document are as follows:

- TRUSTEE-LESSOR: Citibank, N.A.
5 Hanover Square
New York, New York 10043
- LESSEE: Southern Railway Company
One Commercial Place
Norfolk, Virginia 23510
- ASSIGNEE: The Alabama Great Southern Railroad Company
One Commercial Place
Norfolk, Virginia 23510

The equipment covered by the document is generally described as follows:

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Assignee's Road Numbers</u>
1	3500 HP Diesel Electric Locomotive	C-C	6525

The equipment will be marked in letters not less than one-half inch in height 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.

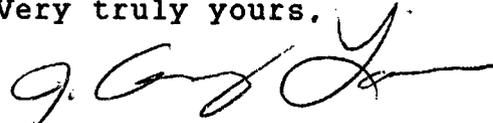
A fee of \$10.00 is enclosed. Please return five (5) of the original counterparts, stamped with the Commission's recordation data to J. G. Lane, Assistant General Solicitor, Norfolk Southern Corporation, One Commercial Place, Norfolk, Virginia 23510.

A short summary of the document to appear in the index follows:

Supplemental Agreement and Assignment dated May 1, 1984, between Citibank, N.A., Trustee, Southern Railway Company, Lessee, and The Alabama Great Southern Railroad Company, Assignee, subjecting one diesel electric locomotive, number 6525, to an Equipment Trust Agreement bearing Recordation No. 9316, and assigning certain of the Lessee's rights in such equipment to the Assignee.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,



J. Gary Lane
Assistant General Solicitor

Encl.
JGL/pcc

MAY 17 1984 11 55 AM

THIS SUPPLEMENTAL AGREEMENT AND ASSIGNMENT, made and entered into as of May 1, 1984, by and between INTERSTATE COMMERCE COMMISSION

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

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

THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY ("AGS"), an Alabama corporation (the "Assignee");

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

WHEREAS, by an equipment trust agreement dated as of March 15, 1978, as amended (the "Agreement"), between the Trustee and the Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 2 of 1978; 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, the Company assigned a portion of its interest in the Agreement to the Assignee by an assignment dated as of March 16, 1978; 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 Sections 3.4 and 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 new 3500 HP Diesel Electric Locomotive bearing road number 6525 (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) In consideration of the covenants of the Assignee herein set forth, and without releasing the Company from any of its obligations under the Agreement, the Company does hereby assign and transfer to the Assignee, its successors and assigns, all of the right, title and interest of the Company in and to the Agreement and this Supplemental Agreement and Assignment, and all rights and benefits thereunder, insofar as they relate to the Additional Equipment, but no further; the rights and benefits of the Company assigned and transferred to the Assignee hereby shall include, but not by way of limitation, the right to the possession and use of and ultimately obtaining the title to the Additional Equipment. In consideration, the Assignee hereby accepts said transfer and assignment and assumes and hereby agrees to perform all of the covenants and obligations of the Company under this Supplemental Agreement and Assignment insofar as they relate to the Additional Equipment; notwithstanding any other provisions of this instrument, however, the obligation and liability assumed by the Assignee hereby shall be enforceable only by the Company and such obligation and liability shall not be enforceable by the Trustee under the Agreement, this Supplemental Agreement and Assignment, or by the holders of any of the Certificates.

(4) The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Agreement and Assignment or the due execution hereof by the Company or the Assignee or for or in respect of the correctness of the recitals of facts contained herein, which recitals are made by the Company or the Assignee.

(5) This Supplemental Agreement and Assignment 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

.....*E. J. Gellens*.....
Senior Trust Officer

L.S.
ATTEST:

.....*[Signature]*.....
Trust Officer

SOUTHERN RAILWAY COMPANY and
THE ALABAMA GREAT SOUTHERN
RAILROAD COMPANY
By

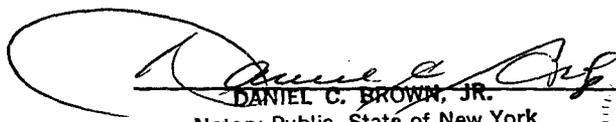
.....*R. E. G. [Signature]*.....
Vice President of each of the
above Companies

L.S.
ATTEST:

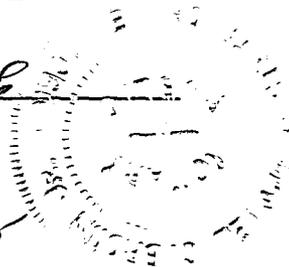
.....*Donald W. [Signature]*.....
~~Assistant~~ Secretary

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

On this 7TH day of MAY, 1984, before me personally appeared E. GIBBONS, 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 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.

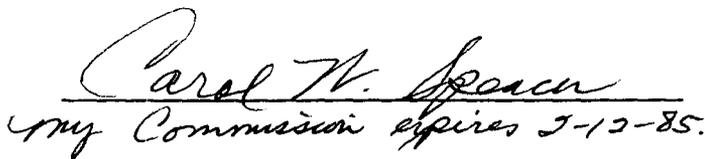

DANIEL C. BROWN, JR.

Notary Public, State of New York
No. 41-4644153
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1985



COMMONWEALTH OF VIRGINIA)
) ss:
CITY OF NORFOLK)

On this 15th day of May, 1984, before me personally appeared R. E. L. DeButts, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY and of THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, that the corporate seal of each of said corporations is affixed to the foregoing instrument, that said instrument was signed and sealed on behalf of each 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 each of said corporations.


Carol W. Beach
my Commission expires 5-12-85.

