

Southern Railway System

Law Department
P.O. Box 1808
Washington, D.C. 20013
(202) 383-4000

My Direct Line Is: (202)383-4417

April 8, 1982
59080, 57902

RECORDATION NO. 5925-E Filed 1425

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

APR 9 1982 - 1 25 PM
INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

I enclose six original counterparts of the document described in paragraph (1) hereof for recordation pursuant to Section 11303 of Title 49 of the U.S. Code and return, together with an original counterpart thereof for retention by the Commission.

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 March 1, 1982 between Manufacturers Hanover Trust Company, 40 Wall Street, New York, New York 10015, Assignee, and Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013, Purchaser, and is a "secondary document" under 49 CFR §1116.1.
- (2) The "primary document" to which the enclosed secondary document is connected is a Conditional Sale Agreement between Whittaker Corporation, Berwick Forge and Fabricating Division, and the Purchaser and an Agreement and Assignment between Whittaker Corporation, Berwick Forge and Fabricating Division, and the Assignee, both documents being dated as of January 1, 1971, which were filed and recorded in your office on January 18, 1971 at 3:10 P.M. and were assigned recordation No. 5925.
- (3) The enclosed document was executed for the purpose of subjecting to the Conditional Sale Agreement and the Agreement and Assignment certain new Equipment, being:

10 new 100-ton 3,600 cu. ft. capacity Open Top Hopper Cars bearing Lessee's road numbers 360502-360511, both inclusive, AAR designation HT.

Each unit of the Equipment will be marked in letters not less than one-half inch in height with the words:

OWNED BY A SECURED PARTY UNDER A SECURITY AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20c.

- (4) The names and addresses of the parties to the enclosed document are shown in paragraph (1) hereof.
- (5) After recordation, the six original counterparts of the enclosed document not required by the Commission for recordation should be returned to David R. Willson, Esq., General Attorney, Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013.
- (6) The recordation fee of \$10 is enclosed.
- (7) A short summary of the enclosed document for index use follows:

This is a Supplemental Agreement dated as of March 1, 1982 among Manufacturers Hanover Trust Company, Assignee, and Southern Railway Company, Purchaser, subjecting additional equipment [10 100-ton 3,600 cu. ft. capacity Open Top Hopper Cars, ## 360502-360511], to a Conditional Sale Agreement and Agreement and Assignment bearing recordation No. 5925.

Please acknowledge receipt on enclosed copy of this letter.

Very truly yours,



David R. Willson
General Attorney

Encl.

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

RECORDATION NO. 5925-K Filed 1423

APR 3 1982 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of March 1, 1982, by and between

SOUTHERN RAILWAY COMPANY, a Virginia corporation ("Railroad"), party of the first part; and

MANUFACTURERS HANOVER TRUST COMPANY, a New York corporation ("Assignee"), party of the second part;

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

WHEREAS, Whittaker Corporation, Berwick Forge & Fabricating Division ("Vendor") and Railroad entered into a Conditional Sale Agreement dated as of January 1, 1971, as amended ("Agreement"), pursuant to which Vendor sold and delivered to Railroad and Railroad purchased from Vendor certain railroad equipment ("Equipment") therein described, which Agreement was assigned by Vendor to Assignee by Agreement and Assignment dated as of January 1, 1971, as amended ("Assignment"); and

WHEREAS, in Article 8 of the Agreement it is provided that in the event any units of the Equipment shall have suffered a Casualty Occurrence and the Railroad shall have paid to the Assignee the value of the units as provided for therein, then upon the filing with the Assignee of the appropriate documents, any monies paid to the Assignee pursuant to said Article 8 may be applied toward the cost of a unit or units of standard-gauge railroad equipment (other than work or passenger equipment) first put into service no earlier than January 1, 1971 to replace such unit suffering a Casualty Occurrence; and

WHEREAS, the Railroad, in compliance with the aforesaid requirements of Article 8 of the Agreement, now proposes to cause title to ten new 100-ton 3,600 cu. ft. capacity Open Top Hopper Cars bearing Railroad's Car Numbers 360502-360511, both inclusive, ("Additional Equipment"), to be vested in the Assignee, free and clear of all liens and encumbrances, subject to the Agreement;

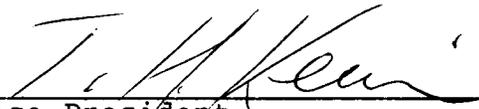
NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

That Assignee (as "Vendor" pursuant to Article 26 of the Agreement) hereby agrees to accept the Additional Equipment, upon compliance by Railroad with the requirements of Article 8 of the Agreement, as accessions to the Equipment thereunder and subject to all of the terms and conditions of the Agreement as though part of the original Equipment thereunder, free and clear of all claims, liens, security interests and other encumbrances.

This Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested as of the day and year first above written.

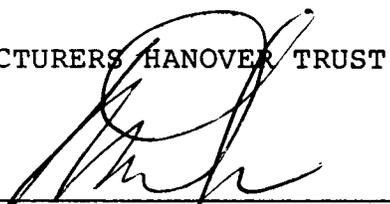
SOUTHERN RAILWAY COMPANY,
By


Vice President

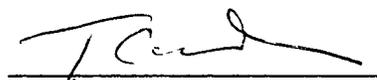
ATTEST:


Assistant Secretary

MANUFACTURERS HANOVER TRUST COMPANY,
By

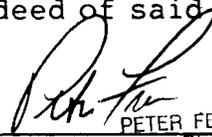

Assistant Vice President

ATTEST:


Assistant Secretary

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

On this 30 day of March, 1982, before me personally appeared W. L. ..., to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MANUFACTURERS HANOVER TRUST 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 pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


PETER FERRERI
Notary Public, State of New York
No. 41-6278425
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 09, 1984

DISTRICT OF COLUMBIA.

On this 21 day of April, 1982, before me personally appeared T. H. Kerwin, 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
Notary Public
In and For the District of Columbia
My Commission Expires May 31, 1982