

Executed in 7 Counterparts of
which this is Counterpart No. 1

RECORDATION NO. 6275-4 Filed 1425

APR 3 1982 - 1 25 PM

STATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT made and entered into as of
March 1, 1982 by and between

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York trust
company (the "Trustee"); and

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

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

WHEREAS, by an equipment trust agreement dated as of
September 1, 1971, as amended (the "Agreement"), between the
Chase Manhattan Bank (National Association), as Trustee, and
the Company there was constituted SOUTHERN RAILWAY EQUIPMENT
TRUST NO. 5 OF 1971; and

WHEREAS, by an Instrument of Appointment, Acceptance of
Appointment by Successor Trustee and Transfer, dated as of
October 19, 1976, Morgan Guaranty Trust Company of New York
became Trustee under the Agreement; 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 appro-
priate 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 addi-
tional 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 100-
ton 3,600 cu. ft. capacity Open Top Hopper Car bearing road
number 360376 (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.

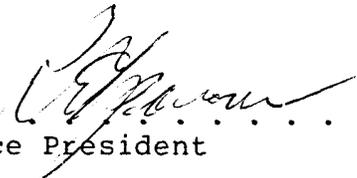
(2) The Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

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

(4) 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.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, Trustee
By


.....
Vice President

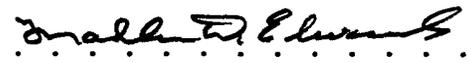
L.S.
ATTEST:


.....
Assistant Secretary

SOUTHERN RAILWAY COMPANY
By


.....
Vice President

L.S.
ATTEST:


.....
Assistant Secretary

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

On this 27th day of March, 1982, before me personally appeared R. E. Sparrow, to me personally known, who, being by me duly sworn, says that he is a Vice President 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 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.

Harold Robinson
HAROLD ROBINSON
Notary Public, State of New York
Qualified in Queens County
Certificate Filed in New York County
No. 41-4731138
Commission Expires March 30, 1982

DISTRICT OF COLUMBIA.

On this 5th 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
.....
C. O. WAGNER
Notary Public
In and For the District of Columbia
My Commission Expires May 21, 1982