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, 58182

RECORDATION NO. 6523-I Filed 1425

APR 8 1982 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

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

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 and Assignment dated as of March 1, 1982 between Citibank, N.A., 5 Hanover Square, York, New York 10043, Trustee-Lessor, Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013, Lessee, and each of The Cincinnati, New Orleans and Texas Pacific Railway Company and The Alabama Great Southern Railroad Company, both of P.O. Box 1808, Washington, D.C. 20013, Assignees, and is a "secondary document" under 49 CFR §1116.1.

(2) The "primary document" to which the enclosed secondary document is connected is an Equipment Trust Agreement between the Trustee-Lessor (then named First National City Bank) and the Lessee, dated as of March 15, 1972, constituting Southern Railway Equipment Trust No. 2 of 1972, which was filed and recorded in your office on March 17, 1972 at 10:45 A.M. and assigned recordation No. 6523.

(3) We request that the enclosed document be cross-indexed.

(4) The enclosed document was executed for the purpose of subjecting to the Equipment Trust Agreement certain new Equipment, being:

2 new 100-ton 3,600 cu. ft. capacity Open Top Hopper Cars bearing Lessee's road numbers 360523 and 360532, AAR designation HT;

and for the purpose of assigning to each of the Assignees a portion of the right, title and interest of the Lessee in and to the Equipment Trust Agreement, as amended, and a portion of the Equipment covered thereby, as shown below:

Assignee	Equipment Assigned (Road Number(s)	AAR designation
The Cincinnati, New Orleans and Texas Pacific Railway Company	360523	HT
The Alabama Great Southern Railroad Company	360532	HT

Each unit of 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.

(5) The names and addresses of the parties to the enclosed document are shown in paragraph (1) hereof.

(6) 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.

(7) The recordation fee of $10 is enclosed.

(8) A short summary of the enclosed document for index use follows:

This is a Supplemental Agreement and Assignment dated as of March 1, 1982 among Citibank, N.A., Trustee-Lessor, Southern Railway Company, Lessee, and each of The Cincinnati, New Orleans and Texas Pacific Railway Company and The Alabama Great Southern Railroad Company, Assignees, subjecting additional equipment [2 100-ton 3,600 cu. ft. capacity Open Top Hopper Cars, ## 360523 and 360532] to an Equipment Trust Agreement bearing recordation No. 6523. In addition, this document assigned to each of the named Assignees certain of Lessee's rights in a portion of the additional equipment, being ## 360523 and 360532, respectively.

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. 1

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INTERSTATE COMMERCE COMMISSION

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

CITIBANK, N.A. (formerly named First National City Bank), 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 CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, and THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY ("CNO&TP" and "AGS", respectively), Ohio and Alabama corporations, respectively (the "Assignee" or, collectively, the "Assignees");

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

WHEREAS, by an equipment trust agreement dated as of March 15, 1972, as amended (the "Agreement"), between the Trustee and the Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 2 OF 1972; 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 portions of its interest in the Agreement to each of the Assignees by assignments dated as of March 16, 1972; 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, two new 100-ton 3,600 cu. ft. capacity Open Top Hopper Cars bearing road numbers 360523 and 360532 (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 respective Assignees 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 respective Assignees, its and their respective 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, respectively, to the following described portions of the Additional Equipment:

Assignee	Number of Unit(s)	Road Number(s)
CNO&TP	1	360523
AGS	1	360532

but no further; the rights and benefits of the Company assigned and transferred to each Assignee hereby shall include, but not by way of limitation, the right to the possession and use of and ultimately obtaining the title to its respective portion of the Additional Equipment. In consideration, each 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 its respective portion of the Additional Equipment; notwithstanding any other provisions of this instrument, however, the obligation and liability assumed by each 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 Assignees or for or in respect of the correctness of the recitals of facts contained herein, which recitals are made by the Company or the Assignees.

(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

. . . . . .
Senior Trust Officer

L.S.
ATTEST:

. . . . . .
Trust Officer

SOUTHERN RAILWAY COMPANY,
THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, and
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY
By

. . . . . .
Vice President of each of the above Companies

L.S.
ATTEST:

. . . . . .
Assistant Secretary

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

On this 2nd day of April, 1982, before me personally appeared _____, 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 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.

Enzo L. Carbuse

ENZO L. CARBUSSI
Notary Public, State of New York
No. 43—5603595
Qualified in Richmond County
Cert. filed in New York County
Term Expires March 30, 1984

DISTRICT OF COLUMBIA.

On this 7th day of April, 1982, before me personally appeared H. Kerwin, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY, of THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC 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.

C. O. Wagner

C. O. WAGNER
Notary Public
In and for the District of Columbia
Expires May 31, 1982