NORFOLK SOUTHERN

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RECORDATION NO. 11926-B Filed 1425

MAY 29 1984 -1 05 PM

INTERSTATE COMMERCE COMMISSION

May 25, 1984

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
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 seven original counterparts, properly executed and acknowledged of the document described below.

This document is a Supplemental Agreement, a secondary document, dated as of May 1, 1984. The primary document to which this is connected is recorded under Recordation No. 11926.

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

TRUSTEE-LESSOR: Manufacturers Hanover Trust Company
600 Fifth Avenue
New York, New York 10020

LESSEE: Southern Railway Company
One Commercial Place
Norfolk, Virginia 23510

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

Number of Units	General Description	AAR Symbol	Railroad's Road Numbers
1	3500 HP Diesel Electric Locomotive	C-C	6515

The equipment will be marked in letters not less than one-half inch in height with the words:

OWNERSHIP SUBJECT TO A SECURITY AGREEMENT
FILED WITH THE INTERSTATE COMMERCE COMMISSION.

A fee of $10.00 is enclosed. Please return six (6) 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 dated May 1, 1984, between Manufacturers Hanover Trust Company, Trustee, and Southern Railway Company, Lessee, subjecting one diesel electric locomotive, number 6515, to an Equipment Trust Agreement bearing Recordation No. 11926.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,

J. Gary Lane
Assistant General Solicitor

Encl.
JGL/pcc

RECORDATION NO. 11926-B Filed 1425

MAY 29 1984 -1 05 PM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT made and entered into as of May 1, 1984, by and between

MANUFACTURERS HANOVER TRUST COMPANY, a New York corporation (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 July 1, 1980, as amended (the "Agreement"), between the Trustee and the Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 3 of 1980; 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 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 6515 (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.

MANUFACTURERS HANOVER TRUST COMPANY, as Trustee
By

.....
Assistant 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 18th day of May, 1984, before me personally appeared W. B. DODGE, 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 30, 1986

COMMONWEALTH OF VIRGINIA)
) ss:
CITY OF NORFOLK)

On this 25th 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, 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.

Carol W. Spencer
My Commission expires 2-12-85.