NORFOLK SOUTHERN

Norfolk Southern Corporation
Law Department
185 Spring Street, S.W.
Atlanta, Georgia 30303

David R. Willson
Senior General Attorney
(404) 529-2352

December 17, 1985
59080, 60713

RECORDATION NO. 10703 Filed 1425
DEC 20 1985 -1 15 PM
INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mr. Bayne:

I enclose three 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 1177, covering the recordation of documents, I advise you as follows:

(1) The enclosed document is a Supplemental Agreement dated as of November 1, 1985 between Manufacturers Hanover Trust Company, 600 Fifth Avenue, New York, New York 10020, Trustee-Lessor, and Southern Railway Company, 185 Spring Street, S. W., Atlanta, Georgia 30303, Lessee, and is a "secondary document" under 49 CFR §1177.1.

(2) The "primary document" to which the enclosed secondary document is connected is an Equipment Trust Agreement between the Trustee-Lessor and the Lessee, dated as of August 1, 1979, constituting Southern Railway Equipment Trust No. 3 of 1979, which was filed and recorded in your office on August 8, 1979 at 10:15 A.M. and assigned recordation No. 10703.

(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:

5 new 100-ton, 7,526 cu. ft. capacity Woodchip Gondola Cars bearing Lessee's road numbers SOU-139693 through 139697, both inclusive, A.A.R. designation GTS.

Each unit of new 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 11303 OF TITLE 49, U. S. CODE.

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

(6) After recordation, the three original counterparts of the enclosed document not required by the Commission for recordation should be returned to David R. Willson, Esq., Senior General Attorney, Norfolk Southern Corporation, 185 Spring Street, S. W., Atlanta, GA 30303.

(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 dated as of November 1, 1985 among Manufacturers Hanover Trust Company, Trustee-Lessor, and Southern Railway Company, Lessee, subjecting additional equipment [5 100-ton, 7,526 cu. ft. capacity Woodchip Gondola Cars bearing Lessee's road numbers SOU-139693 through 139697, both inclusive] to an Equipment Trust Agreement bearing recordation No. 10703.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,

David R. Willson

Enclosures

RECORDATION NO. 10703-B Filed 1425

DEC 20 1985 -1 15 PM

INTERSTATE COMMERCE COMMISSION

Executed in 4 Counterparts of which this is Counterpart No. 4

THIS SUPPLEMENTAL AGREEMENT made and entered into as of November 1, 1985 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 August 1, 1979, as amended (the "Agreement"), between the Trustee and the Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 3 OF 1979; 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, five new 100-ton, 7,526 cu. ft. capacity Woodchip Gondola Cars bearing road numbers SOU-139693 through 139697, both inclusive (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 11 day of December, 1985, before me personally appeared W. D. Doran, to me personally known, who, being by me duly sworn, says that he is a ASST. 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.

Kathy A. Murphy

KATHY A. MURPHY
Notary Public, State of New York

STATE OF GEORGIA)
) ss:
COUNTY OF FULTON)

On this 17th day of December, 1985, before me personally appeared R. R. Rudder, 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.

Lorena F. Powell 12/17/85

Notary Public, Georgia, State at Large
My Commission Expires Feb. 19, 1988