

# NW

Norfolk and Western Railway Company  
Law Department  
Roanoke, Virginia 24042

John S. Shannon  
Vice President  
Donald M. Tolmie  
General Counsel  
Thomas B. Mason  
Richard A. Keeney  
General Solicitors

Richard W. Kienle  
Ronald W. Moore  
James C. Bishop, Jr.  
Richard W. Parker  
Peter J. Hunter, Jr.  
General Attorneys

R. Curtis Steele, Jr.  
Angelica Didier Lloyd  
Assistant General Attorneys  
J. Gary Lane  
Attorney

No. 0-1851025

Date JUL 3 1980

Fee 50.00

William C. Woodridge  
Henry D. Light  
Assistant General Solicitors

July 3, 1980

ICC Washington, D. C.

11966

RECORDATION NO. .... Filed 1425

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

JUL 3 1980 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

Re: Norfolk and Western Railway Equipment Trust,  
Series No. 12 - Finance Docket No. 29351F

FEE OPERATION BR.

JUL 3 10 15 AM '80

RECEIVED

Dear Ms. Mergenovich:

In accordance with 49 U.S.C. § 11303 and the Commission's Rules, I submit herewith for recording with the Commission three counterparts, properly executed and acknowledged, of an Equipment Trust Agreement dated as of July 1, 1980, between First Pennsylvania Bank N.A., Trustee, and Norfolk and Western Railway Company, relating to equipment intended for use in connection with interstate commerce.

The parties to the transaction evidenced by the Equipment Trust Agreement are as follows:

TRUSTEE-LESSOR: First Pennsylvania Bank N.A.  
Fifteenth and Chestnut Streets  
Philadelphia, Pennsylvania 19101

LESSEE: Norfolk and Western Railway Company  
8 North Jefferson Street  
Roanoke, Virginia 24042

The equipment covered by the Equipment Trust Agreement is generally described as follows:

*Handwritten notes:*  
- Stem Paul Beach  
- [Signature]

Ms. Agatha L. Mergenovich  
Page 2

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Railroad's Road Numbers (both inclusive)</u>
352	100-ton Covered Hopper Cars	LO	178649 - 179000
200	100-ton Gondola Cars	GB	190500 - 190699

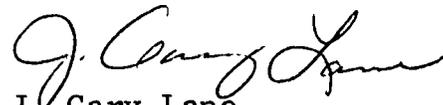
The equipment will be lettered "Norfolk and Western," "N&W," "NW," or with some other appropriate designation. In addition, the following legend, in letters not less than one inch in height, will be marked on each side of each unit of the equipment:

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

Norfolk and Western Railway Company's check for the required recordation fee of \$50 is enclosed.

Following recordation, please return two of the original counterparts, stamped with the Commission's recordation data, to our representative who delivered these instruments to you.

Very truly yours,

  
J. Gary Lane

JGL/rtk  
Encls.

cc: Mr. T. A. O'Connell  
Corporate Trust Officer  
First Pennsylvania Bank N.A., Trustee

RECORDATION N-11966-A

MAR 31 1981 10 55 AM  
INTERSTATE COMMERCE COMMISSION

ORIGINAL COUNTERPART  
NO. 3

NORFOLK AND WESTERN RAILWAY EQUIPMENT TRUST

SERIES NO. 12

---

SUPPLEMENTAL AGREEMENT

Dated as of March 15, 1981

Supplementing

EQUIPMENT TRUST AGREEMENT

Dated as of July 1, 1980

Between

NORFOLK AND WESTERN RAILWAY COMPANY

And

FIRST PENNSYLVANIA BANK N.A., as Trustee

SUPPLEMENTAL AGREEMENT

AGREEMENT, dated as of March 15, 1981, between NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation (the "Company"), and FIRST PENNSYLVANIA BANK N.A., a corporation existing under the laws of the United States (the "Trustee").

R E C I T A L S

"Norfolk and Western Railway Equipment Trust, Series No. 12," was created by an Equipment Trust Agreement dated as of July 1, 1980 (the "Trust Agreement"), between the Trustee and the Company, which provided that the railroad equipment described in the Trust Agreement (the "Trust Equipment") was to be acquired by the Trustee and leased to the Company.

The Trust Agreement also provided that if the aggregate final Cost (as defined in the Trust Agreement) of the Trust Equipment shall be less than 125% of the aggregate principal amount of trust certificates issued thereunder (the "Trust Certificates"), the Company will cause to be transferred to the Trustee additional Trust Equipment in such amount and of such cost that the aggregate final Cost of the Trust Equipment

will be at least 125% of the aggregate principal amount of Trust Certificates issued thereunder.

The Company has determined that the aggregate final Cost of the Trust Equipment specifically described in the Trust Agreement is less than 125% of the aggregate principal amount of Trust Certificates issued thereunder and now desires to cause to be transferred to the Trustee additional Trust Equipment.

\* \* \* \* \*

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the Company and the Trustee hereby agree as follows:

1. Schedule A to the Trust Agreement is hereby amended to include therein the following additional units of Trust Equipment:

<u>Number of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Unit</u>	<u>Total</u>
1	3,600 h.p. six-axle Diesel Electric Locomotive, numbered NW 8500; General Electric Company, builder	\$896,000	\$896,000

2. The Company shall cause this Supplemental Agreement to be recorded promptly with the Interstate Commerce

Commission in the same manner as the Trust Agreement was recorded.

3. This Supplemental Agreement, which is dated for convenience as of March 15, 1981, may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute a single instrument.

4. The Trust Equipment hereinbefore described shall be subject to all of the terms and conditions set forth in the Trust Agreement as fully as if said terms and conditions were set forth in this Supplemental Agreement, and the Trust Agreement shall be deemed to be supplemented so as to include the Trust Equipment hereinbefore described from and after the date hereof. Except as modified by this Supplemental Agreement, all terms, covenants and provisions of the Trust Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Company and the Trustee have caused this instrument to be signed and acknowledged by their proper officers and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

NORFOLK AND WESTERN RAILWAY COMPANY

Attest:

Joseph Rakush  
ASSISTANT Secretary

By

Joseph M. ...  
Executive Vice President

FIRST PENNSYLVANIA BANK N.A., as Trustee

Attest:

T. A. O'Connell  
Secretary

T. A. O'CONNELL  
ASSISTANT SECRETARY

By

P. M. Giulianiante  
Vice President

P. M. GIULIANTE  
SENIOR CORPORATE TRUST OFFICER  
& ASSISTANT SECRETARY

COMMONWEALTH OF VIRGINIA )  
 ) ss:  
CITY OF ROANOKE )

On this 27<sup>th</sup> day of March, 1981, before me personally appeared John R. Turbyfill, to me personally known, who, being by me duly sworn, says that he is Executive Vice President of Norfolk and Western Railway 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 by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

R. E. Tomlinson  
Notary Public

My Commission Expires July 20, 1982

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF PHILADELPHIA )

On this 30<sup>th</sup> day of March, 1981, before me personally appeared P. M. LULIANTE, to me personally known, who, being by me duly sworn, says that she is SR. CORP. a ~~Vice President~~ of First Pennsylvania Bank 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 she acknowledged that the execution of the foregoing instrument by ~~him~~ on this date was the free act and deed of said corporation. hu

*TR. Office*

Lynn M. Attarian  
Notary Public

LYNN M. ATTARIAN  
Notary Public, Phila., Phila. Co.  
My Commission Expires May 3, 1982