

# 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, 61042

RECORDATION NO. 12451-21 Filed 1425

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

APR 8 1982 - 4 25 PM

INTERSTATE COMMERCE COMMISSION

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 dated as of March 1, 1982 between Citibank, N.A., 5 Hanover Square, New York, New York 10043, Trustee-Lessor, and Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013, Lessee, 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 and the Lessee, dated as of December 15, 1980, constituting Southern Railway Equipment Trust No. 6 of 1980, which was filed and recorded in your office on November 28, 1980 at 3:30 P.M. and assigned recordation No. 12451.
- (3) 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 360406 and 360407; AAR designation HT.

Each unit of 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 INTER-STATE COMMERCE COMMISSION.

- (4) The names and addresses of the parties to the enclosed document are shown in paragraph (1) hereof.
- (5) 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.
- (6) The recordation fee of \$10 is enclosed.
- (7) A short summary of the enclosed document for index use follows:

This is a Supplemental Agreement dated as of March 1, 1982 among Citibank, N.A., Trustee-Lessor, and Southern Railway Company, Lessee, subjecting additional equipment [ @ 100-ton 3,600 cu. ft. capacity Open Top Hopper Cars, ## 360406 and 360407 ], to an Equipment Trust Agreement bearing recordation No. 12451.

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. 7

REGISTRATION NO. 12451-LL  
FILED 1982

APR 3 1982 - 4 25 PM  
INTERSTATE COMMERCE COMMISSION

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

CITIBANK, N.A., a national banking association duly in-  
corporated 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"); 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  
December 15, 1980 (the "Agreement"), between the Trustee and  
the Company there was constituted SOUTHERN RAILWAY EQUIPMENT  
TRUST NO. 6 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 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, two new 100-  
ton 3,600 cu. ft. capacity Open Top Hopper Cars bearing road  
numbers 360406 and 360407 (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.

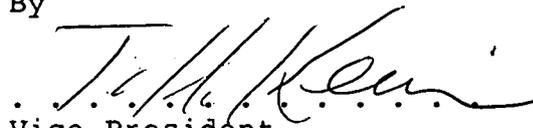
CITIBANK, N.A., as Trustee  
By

  
Senior Trust Officer

L.S.  
ATTEST:

  
Trust Officer

SOUTHERN RAILWAY COMPANY  
By

  
Vice President

L.S.  
ATTEST:

  
Assistant Secretary

