

# CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

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WRITER'S DIRECT DIAL NUMBER

428-1486

RECORDATION NO. 15637A

SEP 9 1988-2 48 PM

INTERSTATE COMMERCE COMMISSION

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8-253A0  
No. SEP 9 1988  
Date .....  
Fee \$ \$13.00  
ICC Washington, D. C.  
September 8, 1988  
PROTON UNIT  
SEP 9 2 48 PM '88  
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Norfolk and Western Railway Company  
9.02% Equipment Trust Certificates Due April 1, 1998  
Series A

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Norfolk and Western Railway Company for filing and recordation counterparts of the following document:

Supplemental Agreement dated as of May 15, 1988, among Mercantile-Safe Deposit and Trust Company, as Trustee, Triple Crown Services, Inc., as Company, and Norfolk and Western Railway Company, as Guarantor.

The Agreement amends an Equipment Trust Agreement dated as of April 1, 1988, previously filed and recorded with the Interstate Commerce Commission on May 12, 1988, at 12:15 p.m., Recordation Number 15637.

The Supplemental Agreement amends Section 1.1 of the Equipment Trust Agreement by substituting therein a new definition of "Fair Value".

Please file and record the Agreement submitted with this letter and assign it Recordation Number 15637-B.

Enclosed is a check for \$13.00 payable to the Interstate Commerce Commission for the recordation fee for the Agreement.

*This is under 15637 but don't know what letter*

*Countersub  
Daniel Wilson*

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

*Laurance V. Goodrich*

Laurance V. Goodrich,  
as Agent for Norfolk and  
Western Railway Company

Noreta R. McGee, Secretary,  
Interstate Commerce Commission,  
Washington, D.C. 20423

Encls.

D

**Interstate Commerce Commission**  
Washington, D.C. 20423

9/9/88

OFFICE OF THE SECRETARY

Lauance V. Goodrich  
Cravath, Swaine & Moore  
One Chase Manhattan Plaza  
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/9/88 at 2:55pm, and assigned recordation number(s). 15637-A

Sincerely yours,

*Narta L. McLee*  
Secretary

Enclosure(s)

RECORDATION NO. 15632 A FILE 1988

SEP 9 1988-2 4:30 PM

INTERSTATE COMMERCE COMMISSION

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TRIPLE CROWN SERVICES  
EQUIPMENT TRUST, SERIES A

SUPPLEMENTAL AGREEMENT

Dated as of May 15, 1988

Supplementing

EQUIPMENT TRUST AGREEMENT

Dated as of April 1, 1988

among

MERCANTILE-SAFE DEPOSIT  
AND TRUST COMPANY,  
Trustee,

TRIPLE CROWN SERVICES, INC.

and

NORFOLK AND WESTERN RAILWAY COMPANY

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SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, dated as of May 15, 1988, is among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, as Trustee ("Trustee"), TRIPLE CROWN SERVICES, INC., an Oklahoma corporation ("Company"), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation ("Guarantor").

Recitals

"Triple Crown Services Equipment Trust, Series A" was created by an Equipment Trust Agreement dated as of April 1, 1988 ("Trust Agreement"), among the Trustee, the Company and the Guarantor;

The Trust Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 12, 1988, at 12:15 p.m., and was assigned recordation number 15637;

Section 8.2 of the Trust Agreement provides that any provision of the Trust Agreement may be amended with the written consent of the Holders of not less than 66-2/3% in principal amount of the then outstanding Trust Certificates issued thereunder;

The Trustee, the Company, and the Guarantor desire to amend Section 1.1 of the Trust Agreement by substituting therein a new definition of "Fair Value"; and

The Trustee has received the written consents of all Holders of the Trust Certificates to the amendment set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereto agree as follows:

1. Section 1.1 of the Trust Agreement is hereby amended by deleting the definition of "Fair Value" set forth therein and substituting in lieu thereof the following definition:

"Fair Value of any unit of Equipment at any date of determination thereof shall be deemed to be the Cost thereof less depreciation accrued thereon computed by the straight-line method at the rate of ten percent of said Cost for each full year (but not pro rata for any part of a year) from April 2, 1988, for any unit of Equipment put into operation prior to April 2, 1988, or from the date on which the unit was first put into operation for any unit of Equipment put into operation subsequent to April 2, 1988, to the date as of which the Fair Value is so to be determined. The aggregate Fair Value of all of the Equipment, together with any Deposited Cash and Replacement Funds, will at all times equal or exceed the principal amount of the then outstanding Trust Certificates."

2. Except as modified by this Supplemental Agreement, all terms, covenants and provisions of the Trust Agreement shall continue in full force and effect.

3. The Company will promptly cause this Supplemental Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 6.5 of the Trust Agreement.

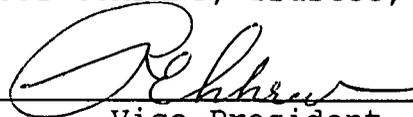
4. The terms of this Supplemental Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C § 11303.

5. This Supplemental Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Trustee.

IN WITNESS WHEREOF, the parties hereto 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 written above.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, Trustee,

by   
Vice-President

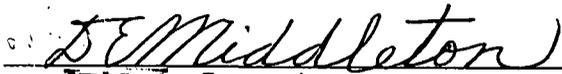
[SEAL]  
Attest:

  
Corporate Trust Officer

TRIPLE CROWN SERVICES, INC.,

by   
Vice President

[SEAL]  
Attest:

  
Assistant Secretary

NORFOLK AND WESTERN RAILWAY COMPANY,

by   
Vice President

[SEAL]  
Attest:

  
Assistant Secretary



COMMONWEALTH OF VIRGINIA, )  
 ) ss.:  
 CITY OF NORFOLK, )

On this *31<sup>st</sup>* day of August 1988, before me personally appeared *J. R. Turley*, to me personally known, who being by me duly sworn, says he is a 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 was the free act and deed of said corporation.

*Doris H. Whitson*  
 Notary Public

[NOTARIAL SEAL]

My Commission Expires: JULY 16, 1990