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July 1, 1991

13200 B
RECORDATION NO. FILED 1400

JUL 3 1991 -9 45 AM

INTERSTATE COMMERCE COMMISSION

Sidney L. Strickland, Jr., Secretary
Interstate Commerce Commission
Room 2215
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

Attention: Recordation Unit
Ms. Mildred Lee

Dear Mr. Strickland:

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. § 11303(a) and the regulations promulgated thereunder are four counterparts of a secondary document, not previously recorded, entitled Supplemental Agreement dated as of June 20, 1991.

The parties to the enclosed agreement are:

Mercantile-Safe Deposit and Trust Company (Lessor)
Corporate Trust Department
P. O. Box 2258
Baltimore, MD 21203

CSX Transportation, Inc. (Lessee), Successor
by merger to The Baltimore and Ohio Railroad Company
100 North Charles Street
Baltimore, MD 21201

JUL 3 1991 9 45 AM
REC'D OF RECORDATION UNIT

The enclosed document, among other things, adds two 3,000 H.P. EMD Model SD40-2 diesel-electric locomotives bearing Lessee's road numbers 8205 and 8182, to that certain Equipment Trust Agreement dated as of May 15, 1981 between Lessor and The Baltimore and Ohio Railroad Company recorded with the Interstate Commerce Commission on July 23, 1981 under Recordation No. 13200.

A short summary of the document to appear in the ICC Index is as follows:

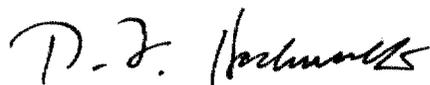
"Addition to Equipment Trust of Two Locomotives"

Page 2
Sidney L. Strickland, Jr., Secretary
July 1, 1991

Enclosed is a check in the amount of \$15.00 in payment of the filing fee.

Once the filing has been made, please return to the undersigned a stamped copy of the instrument not needed for your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing, and an extra copy of this letter of transmittal.

Very truly yours,



RFH/kpl

Enclosures

RECORDATION NO. 13200-B FILED 1428

JUL 3 1991 -9 45 PM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of June 20, 1991, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, as Trustee (the "Trustee") under The Baltimore and Ohio Railroad Company Equipment Trust, dated as of May 15, 1981 (the "Equipment Trust Agreement"), and CSX TRANSPORTATION, INC. (successor to The Baltimore and Ohio Railroad Company), a corporation duly organized and existing under the laws of the Commonwealth of Virginia (the "Railroad").

WITNESSETH:

WHEREAS, by the Equipment Trust Agreement, there was leased to the Railroad certain railroad equipment as more fully described in the Equipment Trust Agreement; and

WHEREAS, the Equipment Trust Agreement was, in accordance with the provisions thereof, filed and recorded with the Interstate Commerce Commission on July 23, 1981 and assigned Recordation No. 13200; and

WHEREAS, there is now on deposit with the Trustee the sum of \$535,896.43 and the Railroad has and does hereby request the Trustee to acquire with such funds so on deposit and deliver to it under the Equipment Trust Agreement two 3,000 H.P. EMD Model SD40-2 diesel-electric locomotives bearing the Railroad's road numbers 8205 and 8182.

NOW, THEREFORE, the Railroad does hereby agree to sell, assign, transfer and set over unto the Trustee, subject to the terms of the Equipment Trust Agreement, two 3,000 H.P. EMD Model SD40-2 diesel-electric locomotives bearing the Railroad's road

numbers 8205 and 8182, having a unit Fair Value of \$269,360.00 and an aggregate Fair Value as of the date hereof of \$538,720.00.

The Equipment Trust Agreement is hereby amended to include said additional equipment as Trust Equipment under the terms of the Equipment Trust Agreement.

The Trustee does hereby agree to lease said equipment to the Railroad under and subject to the terms of the Equipment Trust Agreement.

The Railroad agrees to accept and hold said equipment under and subject to the terms of the Equipment Trust Agreement, and to be bound by and to perform, with respect to said equipment, all of the applicable covenants of said Equipment Trust Agreement.

The Railroad agrees to furnish, or waive the payment of, any additional funds which may be required for the Trustee to acquire the additional equipment described herein from the funds now on deposit.

The Railroad will cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish to the Trustee certificates or other evidence satisfactory to the Trustee of such filing and recording.

This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together

shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

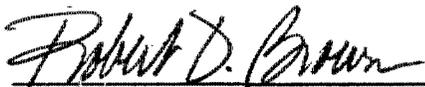
IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Equipment Trust Agreement, and the Railroad, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Trustee

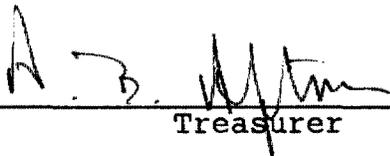
By 
Vice President

(Corporate Seal)

Attest:


Corporate Trust Officer

CSX TRANSPORTATION, INC.

By 
Treasurer

(Corporate Seal)

Attest:


Assistant Secretary

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 24TH day of June, 1991, before me personally appeared John M. Mitchell, to me personally known, who, being by me duly sworn, says that he is a Vice President of Mercantile-Safe Deposit and 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 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.

Richard R. Pappert
Notary Public

(Notarial Seal)

My Commission expires OCT 22 1994.

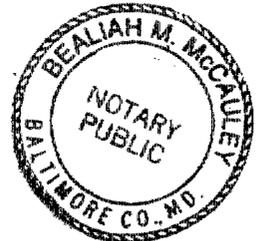
STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 19th day of June, 1991, before me personally appeared A. B. Aftoora, to me personally known, who, being by me duly sworn, says that he is Treasurer of CSX Transportation, Inc., 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.

Bealiah M. McCauley
Notary Public

(Notarial Seal)

My Commission expires 11-1-93.



BILL OF SALE

Re: The Baltimore and Ohio Railroad Company (now CSX
Transportation, Inc. Equipment Trust dated May 15, 1981

CSX Transportation, Inc., for the sum of One Dollar (\$1.00) and other considerations in full payment for the railroad equipment hereinafter specified, receipt of which is hereby acknowledged, has bargained, sold, assigned, transferred and set over, and by these presents does hereby bargain, sell, assign, transfer and set over, unto Mercantile-Safe Deposit and Trust Company, Trustee, the following railroad equipment:

Two (2) 3,000 H.P. Model SD40-2 diesel-electric locomotives bearing road numbers CSXT 8205 and 8182.

To have and to hold, all and singular, said railroad equipment to the Trustee, its successors and assigns, for its and their own use and behalf forever.

CSX Transportation, Inc. hereby warrants that it is the sole owner of said railroad equipment and that the title thereto, hereby vested in said Trustee, is free from all liens and encumbrances of any nature whatsoever and is subject only to the rights of the parties the parties to and under said Equipment Trust Agreement, and this Company covenants that it will warrant and defend such title against all lawful claims and demands whatsoever.

IN WITNESS WHEREOF, CSX Transportation, Inc. has caused this instrument to be signed in its name by a duly authorized officer and its corporate seal to be hereunto affixed, duly attested, this 20th day of June, 1991.

CSX TRANSPORTATION, INC.

By: A. B. [Signature]
Treasurer

Attest:

D. J. [Signature]
Assistant Secretary