CSX Corp

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LOUIS G. RECHER
Assistant General Counsel

RECORDATION NO. ____ FILED 1425

AUG 24 1992 AM

INTERSTATE COMMERCE COMMISSION

August 21, 1992

2-237A006

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

RECORDATION NO. 11340-B FILED 1425

AUG 24 1992-11 20 AM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

On behalf of CSX Transportation, Inc. ("CSXT"), enclosed for filing and recordation under 49 U.S.C. § 11303(a) and the regulations promulgated thereunder are four (4) counterparts of a Supplemental Agreement, dated as of August 6, 1992, between Mercantile-Safe Deposit and Trust Company, as Trustee under Seaboard Coast Line Railroad Company Equipment Trust No. 13, dated as of January 15, 1980, and CSXT, successor by merger to Seaboard Coast Line Railroad Company. The Equipment Trust Agreement was filed with the Interstate Commerce Commission on January 9, 1980, and assigned Recordation No. 11340. Additional equipment being subjected to the Equipment Trust Agreement by means of the enclosed Supplemental Agreement consists of one (1) EMD Model GP40-2 locomotive, bearing road number CSXT 6025.

The names and addresses of the parties are as follows:

Trustee: Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza, G Level
Baltimore, Maryland 21201

CSXT: CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

Each unit of equipment has been or will be marked "CSX Transportation, Inc." or "CSXT", or in some other appropriate manner, and also will be marked with one of the road numbers set forth above.

Enclosed is a check in the amount of $16.00 in payment of the filing fee.

Aug 24 11 16 AM '92
MOTOR OPERATING UNIT

Once this filing has been made, please return to the undersigned time-stamped copies of the Agreement not needed for your files, together with a time-stamped copy of this letter of transmittal (which is attached for your convenience), the fee receipt and a copy of the letter from the Interstate Commerce Commission acknowledging the filing.

Thanking you in advance for your assistance, I am

Very truly yours,

Louis H. Rose

LGR/dlf

Enclosures

Copy - John C. Eccleston

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INTERSTATE COMMERCE COMMISSION

Counterpart No. 4
Of 4 Counterparts

THIS SUPPLEMENTAL AGREEMENT, dated as of August 6, 1992, 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 Seaboard Coast Line Railroad Company Equipment Trust No. 13, dated as of January 15, 1980 (the "Equipment Trust Agreement"), and CSX TRANSPORTATION, INC. (successor to Seaboard Coast Line 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 January 9, 1980 and assigned Recordation No. 11340; and

WHEREAS, there is now on deposit with the Trustee the sum of $77,642.55 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 one 3,000 H.P. EMD Model GP40-2 diesel-electric locomotive bearing the Railroad's road number 6025.

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, one 3,000 H.P. EMD Model GP40-2 diesel-electric locomotive bearing the Railroad's road

number 6025, having a unit Fair Value of $146,309.00 and an aggregate Fair Value as of the date hereof of $146,309.00.

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: _____
John C. Eccleston
Assistant Treasurer

(Corporate Seal)

Attest:

_____
P. J. Aftoora
Secretary

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 3rd day of August, 1992, 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.

Marian D. Allen
Notary Public

(Notarial Seal)

My Commission expires Nov. 16, 1994.

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 22nd day of July, 1992, before me personally appeared John C. Eccleston, to me personally known, who, being by me duly sworn, says that he is Assistant 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.

Geneva M. Chapman
Notary Public

(Notarial Seal)

My Commission expires _____

Geneve M. Chapman
Notary Public
Comm. No. CC136491

GENEVA M. CHAPMAN
Notary Public - State of Florida
My Commission Expires
August 14, 1995