



100 North Charles Street
Baltimore, MD 21201
(301) 237-4605

CSX DISTRIBUTION SERVICES & CSX EQUIPMENT

Robert F. Hochwarth
Senior Counsel

June 4, 1991

1-158A048

9/31-C
RECORDED BY _____ FILED 1425

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

JUN 7 1991 -2 00 PM

INTERSTATE COMMERCE COMMISSION

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 five counterparts of a secondary document, not previously recorded, entitled Supplemental Agreement dated as of May 31, 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

The enclosed document, among other things, adds five 3,000 H.P. EMD Model SD40-2 diesel-electric locomotives bearing Lessee's road numbers 8167 through 8171, inclusive, to that certain Equipment Trust Agreement dated as of December 1, 1977 between Lessor and The Baltimore and Ohio Railroad Company, recorded with the Interstate Commerce Commission on December 20, 1977 under Recordation No. 9131.

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

"Addition to Equipment Trust of Five Locomotives"

16. 11. 1991

Page 2
Sidney L. Strickland, Jr., Secretary
June 4, 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 stamped copies 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,

A handwritten signature in black ink, appearing to read "D. J. Strickland". The signature is written in a cursive style with a large initial "D" and a long horizontal stroke at the end.

RFH/kpl

Enclosures

RECORDED NO. 9131-C
JUN 7 1991 2:00 PM
INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of May 31, 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 Second Equipment Trust, dated as of December 1, 1977 (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 December 20, 1977 and assigned Recordation No. 9131; and

WHEREAS, there is now on deposit with the Trustee the sum of \$1,597,372.83 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 five 3,000 H.P. EMD Model SD40-2 diesel-electric locomotives bearing the Railroad's road numbers 8167 through 8171, inclusive.

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, five 3,000 H.P. EMD Model SD40-2 diesel-electric locomotives bearing the Railroad's road

numbers 8167 through 8171, inclusive, having a unit Fair Value of \$322,144.30 and an aggregate Fair Value as of the date hereof of \$1,610,721.50.

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.

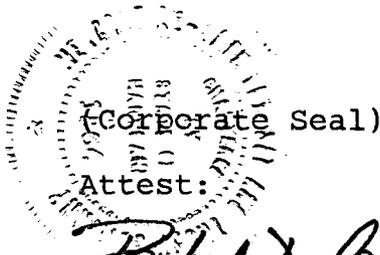
This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together

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

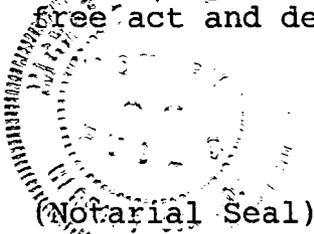
(Corporate Seal)

Attest:


Assistant Secretary

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 30 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.



(Notarial Seal)

Richard R. Pappert
Notary Public

My Commission expires OCT 22 1994.

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 29th day of May, 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.

Beulah M. McCauley
Notary Public

(Notarial Seal)

My Commission expires 11-1-93.

