

Alan A. Rudnick
Assistant General Solicitor

July 28, 1980



8145

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

Law Department
Terminal Tower
P. O. Box 6419
Cleveland, Ohio 44101
216 623 2471

RECORDATION NO. 8145-B
JULY 31 1980

Attention: Mrs. M. R. Lee, Room 2303
Recordation Unit

No.

Date JUL 31 1980

Fee \$ 50.00

Re: Supplemental Agreement
(Chesapeake and Ohio Railway Second Equipment Trust of 1975)
File: 1118-B

ICC Washington, D.C. Dear Ms. Mergenovich:

Enclosed are executed counterparts Nos. 1, 2, and 3 (of 6) of a Supplemental Agreement dated as of April 1, 1980, between The Chesapeake and Ohio Railway Company, P. O. Box 6419, Cleveland, Ohio 44101 and Mercantile-Safe Deposit and Trust Company (Trustee), Two Hopkins Plaza, P. O. Box 2258, Baltimore, Maryland 21203.

The equipment covered by the above documents consists of:

- 3 Bay Window Caboose to be manufactured by Fruit Growers Express Company, 1625 K Street, N.W., Suite 700, Washington, D. C. 20006, and to bear C&O's road numbers 904155 - 904157, inclusive.

AAR Mechanical Designation: NE

The above equipment will be lettered "Chessie System", "C&O", or in some other appropriate manner, and will also be marked:

CHESAPEAKE AND OHIO RAILWAY
SECOND EQUIPMENT TRUST OF 1975
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
TRUSTEE, OWNER, LESSOR

Also enclosed is a remittance in the amount of \$50 representing the required recording fee.

Pursuant to the Commission's rules and regulations for the recordation of certain documents under 49 USC Sec. 11303 (formerly Sec. 20c of the Interstate Commerce Act), as currently administered, you are hereby requested to file one of the enclosed counterparts for record in your office and to return the remaining copies to me at my above address.

Thank you in advance for your cooperation.

Sincerely,

AAR:aj
Enclosures



The Chessie System railroads are the C&O, B&O, WM and affiliated lines. Chessie System, Inc. is the parent for the railroads, Chessie Resources, Inc., Western Pocahontas Corp. and The Greenbrier.

JUL 31 1980
FEE OPERATIONS BR.

Concurred by [Signature]

Interstate Commerce Commission
Washington, D.C. 20423

7/31/80

OFFICE OF THE SECRETARY

Alan A. Radnick
Assist. General Solicitor
Chessie System
Terminal Tower
P.O. Box 6419
Cleveland, Ohio

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 **7/31/80** at **10:25am**, and assigned re-
recording number(s). **7766-A, 8145-B, 8995-A**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

7/14/80
1118-B

RECORDATION NO. 8145-B FILED 1980

EXECUTED IN 6 COUNTERPARTS
OF WHICH THIS IS NO. 1

JUL 31 1980 - 10 22 AM

INTERSTATE COMMERCE COMMISSION

CHESAPEAKE AND OHIO RAILWAY SECOND EQUIPMENT TRUST OF 1975

* * * * *

SUPPLEMENTAL AGREEMENT

Dated as of April 1, 1980

AMENDING

EQUIPMENT TRUST AGREEMENT

Between

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Trustee

and

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

SUPPLEMENTAL AGREEMENT, dated as of April 1, 1980, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, as Trustee (hereinafter the "Trustee"), and THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation (hereinafter the "Company").

* * * * *

WHEREAS, by a certain Equipment Trust Agreement dated as of December 1, 1975, as subsequently amended, between the Trustee and the Company (hereinafter the "Agreement"), there was established "Chesapeake and Ohio Railway Second Equipment Trust of 1975";

WHEREAS, the Agreement in Sections 4.7 and 4.9 thereof provides for replacement by the Company with additional Equipment of any of the Trust Equipment that shall become worn out, lost, destroyed, or unsuitable for use;

WHEREAS, eleven (11) units of the Trust Equipment have heretofore been so destroyed and have been listed in a Request and Officer's Certificate previously filed with the Trustee pursuant to Section 4.9 of the Agreement, and, pending their replacement, the Company has deposited with the Trustee cash in an amount equal to the then Fair Value of such units of the Trust Equipment, which money in the approximate amount of \$264,850 in cash and Government securities is now on deposit with the Trustee, in trust for the benefit of the holders of the Trust Certificates (and dividend warrants attached or pertaining thereto) issued under the Agreement; and

WHEREAS, the Company is arranging for construction and transfer to the Trustee, in replacement of certain of said units of Trust Equipment, certain additional Equipment hereinafter described;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Trustee and the Company agree as follows:

(1) The Agreement is hereby amended by eliminating therefrom the said 11 units of destroyed Trust Equipment, described as follows:

11 100-ton open top hopper cars, manufactured by ACF Industries, Inc., bearing the Company's road numbers:

183938	183877
183939	183949
183082	183787
183199	184019
183409	183613
183676	

(2) The Company will cause to be constructed and transferred to the Trustee, subject to all the terms of the Agreement, the following new standard-gauge railroad equipment other than passenger or work equipment (herein the "Equipment"):

3 Bay Window Caboose to bear the Company's road numbers 904155 - 904157, inclusive, to be constructed by Fruit Growers Express Company (hereinafter the "Manufacturer") at an estimated unit cost of \$39,500, or an estimated total cost of \$118,500, and to be delivered in June, July, and August, 1980.

(3) When and as the Equipment shall have been delivered to the Trustee, the Trustee shall, subject to the provisions of Section 3.4 of the Agreement, pay the Cost thereof as specified in the invoice of the Manufacturer. In payment of such Cost the Trustee shall expend all or a portion of the aforesaid money held by it and the Company shall pay to the Trustee a sum of money equal to the remainder, if any of such Cost which the Trustee shall thereupon pay to the Manufacturer.

(4) Pursuant to the provisions of Sections 4.1 and 4.2 of the Agreement, the Trustee hereby leases the Equipment to the Company for a term ending 15 years from and after December 1, 1975.

(5) The Company hereby accepts the lease of the Equipment, and covenants and agrees to accept delivery and possession thereof subject to all of the terms and conditions of the Agreement.

(6) It is understood and agreed that the Equipment shall constitute and be a part of the Trust Equipment under the Agreement, subject to all terms and conditions thereof in all respects as though the Equipment had originally been a part of the Trust Equipment specifically described therein.

(7) The Company will promptly cause this Supplemental Agreement to be filed, recorded or deposited with the Interstate Commerce Commission and with the Registrar General of Canada.

(8) Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the Trustee and the Company have caused this Supplemental Agreement to be duly executed as of the date first above written.

Attest:

(CORPORATE SEAL)

F H Gilbert
Corporate Trust Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Trustee

By [Signature]
Assistant Vice President

Attest:

(CORPORATE SEAL)

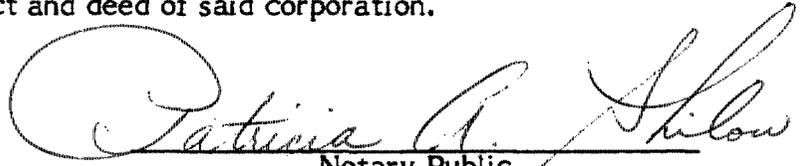
[Signature]
Deputy Corporate Secretary

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By [Signature]
Assistant Vice President and Treasurer

STATE OF MARYLAND)
) SS:
COUNTY OF)

On this 21st day of July, 1980, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant 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.

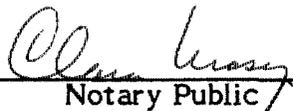

Notary Public

(NOTARIAL SEAL)

My commission expires July 1, 1982

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 18th day of July, 1980, before me personally appeared L. C. Roig, Jr., to me personally known, who, being by me duly sworn, says that he is Assistant Vice-President and Treasurer of THE CHESAPEAKE AND OHIO 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.


Notary Public

(NOTARIAL SEAL)

CLARA MASUGA, Notary Public
State of Ohio - Cuyahoga County
My Commission Expires April 21, 1984