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November 30, 2007

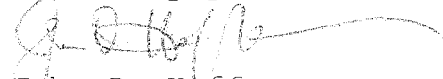
Hon. Vernon A. Williams
Secretary
Surface Transportation Board
395 E Street, N.W.
Washington, D.C. 20423

RE: FD No. 34868, Columbus And Greenville
Railway Company - Trackage Rights Exemption
- Kansas City Southern Railway Company

Dear Mr. Williams:

Pursuant to the Board's rules at 49 CFR 1180.6(a)(7)(ii), I am submitting on behalf of Petitioner Columbus And Greenville Railway Company ("CAGY") an executed copy of a Supplemental Agreement to the trackage rights agreement entered into between CAGY and Kansas City Southern Railway Company March 6, 2006. This Agreement was the subject of a class exemption decision that the Board posted on its website on January 26, 2007.

Sincerely yours,



John D. Heffner

Enclosures

cc: William Mullins, Esq.
David Reeves, Esq.
Mr. Roger Bell
Mr. Lynn Gibson

SUPPLEMENTAL AGREEMENT TO TRACKAGE RIGHTS AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, ("Supplemental Agreement") entered into as of this 21st day of November, 2007 between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation (hereinafter "**KCS**") and **COLUMBUS AND GREENVILLE RAILWAY COMPANY** (hereinafter "**CAGY**").

WHEREAS, KCS and CAGY are parties to the trackage rights agreement dated March 3, 2006 ("Trackage Rights Agreement") governing CAGY's non-exclusive trackage rights over a portion of railroad of KCS on KCS' Tuscaloosa Subdivision between milepost 3.5 west of Columbus, MS and the connection with the BNSF Railway Company at milepost 15.2, a total distance of approximately 11.7 miles, as shown in red on Exhibit A thereto (hereinafter referred to as the "Joint Trackage") for the sole purpose of allowing CAGY to handle traffic, including inbound scrap metals between: (a) the site of the SeverCorr steel production facility near Columbus on the one hand, and (b) on the other hand (1) the Port of Columbus, or (2) the BNSF Railway Company connection near M.P. 15.2 on KCS' Tuscaloosa Subdivision; or (3) points on the User or (4) interchanges, in or east of Columbus, with other carriers located on CAGY as they existed on October 5, 2005, subject to the terms and conditions contained therein; and

WHEREAS, KCS and CAGY desire to supplement and amend the Trackage Rights Agreement to add the point of interchange between KCS and CAGY at Artesia, Mississippi as a location to which CAGY is granted access under the terms and conditions of the Trackage Rights Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter expressed by the parties, the parties hereto agree as follows:

1. The first '**Whereas**' paragraph of the Trackage Rights Agreement is hereby amended by adding, immediately after the words "as they existed on October 5, 2005," the following passage:

"or (5) the point of interchange with KCS in Artesia, Mississippi,"

2. Paragraph 2 '**Rights Granted**' of the Trackage Rights Agreement is hereby amended by adding, immediately after the words "as they existed on October 5, 2005," the following passage:

"or (5) the point of interchange with KCS in Artesia, Mississippi,"

3. This Supplemental Agreement to the Trackage Rights Agreement shall become effective on November 21, 2007 and shall remain in effect until such time as the Trackage Rights Agreement is terminated pursuant to its terms.



4. Except as specifically revised, altered, supplemented, or amended by this Supplemental Agreement to the Trackage Rights Agreement, all of the terms and conditions of the Trackage Rights Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement to the Trackage Rights Agreement in duplicate and have caused their corporate seals to be hereunto affixed the day and year first above written.

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY

WITNESS:

Nancy M. [Signature]

By: [Signature]

Title: V.P. Sales and Marketing

COLUMBUS AND GREENVILLE
RAILWAY COMPANY

WITNESS:

Shelia M. Cain

By: [Signature]

Title: President + CEO

