

THIS SUPPLEMENTAL AGREEMENT, dated as of May 15, 19 71, 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, under Louisville and Nashville Railroad Equipment Trust, Series 3, dated as of JUNE 15, 1970, as supplemented, hereinafter called the "Trustee", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Kentucky, hereinafter called the "Railroad Company",

WITNESSETH:

WHEREAS, by an Agreement, dated as of June 15, 1970, by and between the Trustee and the Railroad Company, constituting the Louisville and Nashville Railroad Equipment Trust, Series 3, there was leased to the Railroad Company certain railroad equipment as in said Agreement more fully described; and

WHEREAS, said Agreement constituting said Trust was, in accordance with the provisions thereof, filed and recorded in the office of the Interstate Commerce Commission, at Washington, D.C., pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, on June 16, 1970, and assigned Recordation No. 5750; and

WHEREAS, there is now on deposit with the Trustee, on account of leased equipment destroyed and pending replacement thereof, certain funds and the Railroad Company has requested the Trustee to acquire with such funds so on deposit and deliver to it under the said Trust one (1) new cars described as 100-ton 4600 cu. ft. covered hopper car equipped with roller bearings to bear the Railroad Company's road number/ 240898; and

WHEREAS, there being no event of default existing, the Railroad Company, pursuant to the provisions of said Agreement, has caused or will cause to be constructed and to be sold, assigned, transferred and set over unto the Trustee, subject to all of the terms and conditions of said Agreement, one (1) new covered hopper cars as hereinabove described, at an estimated cost of \$16,600.00;

NOW, THEREFORE, Mercantile-Safe Deposit and Trust Company, Trustee as aforesaid, hereby leases to Louisville and Nashville Railroad Company for the term and under and subject to the provisions of said Agreement constituting said Louisville and Nashville Railroad Equipment Trust, Series 3, one (1) new covered hopper cars described as 100-ton 4600 cu. ft. covered hopper car equipped with roller bearings to bear the Railroad Company's road number/ 240898

as described above, and marked as required by said Agreement and said Louisville and Nashville Railroad Company hereby agree to accept and to hold the said cars under and subject to all the provisions of said Trust Agreement, and to be bound by and to perform, with respect to said cars, all of the applicable covenants of the said Trust.

The Railroad Company hereby agrees to pay to the Trustee any additional funds over and above the funds on deposit with the Trustee which may be needed to effect the purchase of the said cars.

The Railroad Company will cause this Supplemental Agreement to be filed and recorded, prior to the delivery of said cars, in the office of the Interstate Commerce Commission pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, 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 Trust Agreement and the Railroad Company, 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 [Signature]
Vice President
ASST. CORPORATE TRUST OFFICER

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By [Signature]
Assistant Vice President

ATTEST:

[Signature]
ASSISTANT Corporate Trust Officer

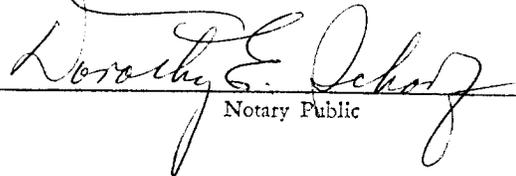
ATTEST:

[Signature]
Assistant Secretary

STATE OF MARYLAND }
CITY OF BALTIMORE } SS:

On this 14th day of May, 19 71, before me personally appeared

~~ASS'T. CORPORATE TRUST OFFICER~~
he is ~~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)

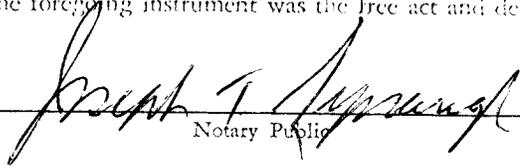
My Commission expires 7-1-74

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS:

On this 13th day of May, 19 71, before me personally appeared

J. A. KILDUFF

to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of Louisville and Nashville Railroad 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 _____

JOSEPH T. LYBAUGH
Notary Public, State of New York
No. 03-2433975
Qualified in Bronx County
Cert. filed in New York County
Term Expires March 30, 1972