

REGISTRATION NO. 0070-A Filed & Recorded
JAN 27 1977 - 9 05 AM
INTERSTATE COMMERCE COMMISSION

1100 Superior Avenue
Cleveland, Ohio 44114

Date JAN 27 1977
Fee \$ 70.00

7-027A010

REGISTRATION NO. 0070-B Filed & Recorded
JAN 27 1977 - 9 05 AM
INTERSTATE COMMERCE COMMISSION

January 27, 1977

CC Washington, D.C.

REGISTRATION NO. 0070-C Filed & Recorded

JAN 27 1977 - 9 05 AM
INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECEIVED
JAN 27 9 02 AM '77
I.C.C. OPERATION BR.

Dear Sir:

I transmit for recording with the Commission, pursuant to Section 20c of the Interstate Commerce Act (Act), three executed copies of each of the following documents:

- (a) Lease Agreement (No. 5), dated as of September 30, 1975, between First National Bank of Louisville, as Trustee, Lessor and Leslie Coal Mining Company, Lessee.
- (b) Lease Supplement No. 1 (Lease Agreement No. 5), dated January 27, 1977, between First National Bank of Louisville, as Trustee, and Leslie Coal Mining Company, Lessee.
- (c) Assignment of Lease and Agreement (Leslie Coal Mining Company Equipment Trust No. 5), dated as of January 27, 1977, among First National Bank of Louisville, as Owner Trustee, Leslie Coal Mining Company, Lessee, and The Chase Manhattan Bank (National Association), as Indenture Trustee.
- (d) Supplemental Indenture and Security Agreement No. 5 (Leslie Coal Mining Company Equipment Trust No. 5), dated as of January 27, 1977, between First National Bank of Louisville, as Owner Trustee, and The Chase Manhattan Bank (National Association), as Indenture Trustee. This document is a supplement to the Trust Indenture and Security Agreement, dated as of September 30, 1975, between First National Bank of Louisville, as Owner Trustees, and The Chase Manhattan Bank (National Association), as Indenture Trustee, previously filed with the Commission, Recordation No. 8182-C, filed January 15, 1976, 8:50 A.M.

REGISTRATION NO. 8182-C Filed & Recorded
JAN 27 1977 - 9 05 AM
INTERSTATE COMMERCE COMMISSION

Carroll J. Wis

January 27, 1977

It is the intention of Leslie Coal Mining Company (the "Company") to effect such filings with the Commission only to the extent required, if at all, to perfect the security interest created by the above documents in the equipment described below; such recording should not be deemed to be an admission by the Company that it or any of its operations are under the jurisdiction of the Commission nor does the Company by this recording in any way submit to the jurisdiction of the Commission.

The equipment covered by the above documents includes the following:

<u>Description</u>	<u>Manufacturer</u>	<u>Serial No.</u>
Mantrip Car	W. Va. Armature	M100-403
Mantrip Car	W. Va. Armature	M100-404
Mantrip Car	W. Va. Armature	M100-410
Mantrip Car	W. Va. Armature	M100-411
Mantrip Car	W. Va. Armature	M100-413
Supply Locomotive	Greensburg	3242
Supply Locomotive	Greensburg	3243

The names and addresses of the parties to the transaction are as follows:

Lessee - Leslie Coal Mining Company
1100 Superior Avenue
Cleveland, Ohio 44114

Lessor, Trustees - First National Bank of Louisville
First National Tower
Louisville, Kentucky 40202

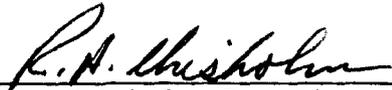
Indenture Trustee - The Chase Manhattan Bank
(National Association)
One Chase Manhattan Plaza
New York, New York 10015

There is also enclosed a check for the recordation fee in the amount of \$70.00.

Kindly return to the bearer one counterpart of each document filed herewith.

Very truly yours,

LESLIE COAL MINING COMPANY

By 
R. H. Chisholm, President

Enclosures

REGISTRATION NO. 01173-1-A
 FILED & RECORDED
 JAN 27 1977 - 9 02 AM
 INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 1

(Lease Agreement No. 5)

LEASE SUPPLEMENT NO. 1 (Lease Agreement No. 5), dated January 27, 1977, between **FIRST NATIONAL BANK OF LOUISVILLE**, a national banking association organized and existing under the laws of the United States of America, as Trustee under the Trust Agreement (No. 5) dated as of September 30, 1975, between Citicorp Lescaman, Inc., a Delaware corporation, and such Trustee (such Trustee in its capacity as such Trustee, being herein called the "Lessor"), and **LESLIE COAL MINING COMPANY**, a Delaware corporation (the "Lessee").

The Lessor and the Lessee have heretofore entered into that certain Lease Agreement (No. 5) dated as of September 30, 1975 (herein called the "Lease" and the defined terms therein being hereinafter used with the same meaning). The Lease provides for the execution and delivery of this Lease Supplement No. 1 in substantially the form hereof (other than paragraph 4 hereof, which is provided for in section 11(b)(2) of the Lease) on the date hereof. This Lease Supplement No. 1 is a supplement to the Lease and shall be construed as such and not as a separate agreement.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. The Lessee hereby represents, warrants and confirms to the Lessor that each Item of Equipment listed on Schedules 1A, 1B, 1C, and 1D hereto has been unconditionally and irrevocably accepted by the Lessee in Pike County, Kentucky for all purposes of the Lease and each such Item of Equipment either (A) is in good working order and repair and without defect or inherent vice in condition, design, operation or fitness for use, or (B) in the good faith opinion of the Lessee is capable of being put in the state described in clause (A) promptly (in any case within one year) without substantial additional work and expense and the Lessee covenants at its own expense to use its best efforts promptly to put each such Item of Equipment in the state described in clause (A); *provided, however*, that nothing contained herein or in the Lease shall in any way diminish or otherwise affect any right the Lessee or the Lessor may have with respect to any Item of Equipment against the Manufacturer thereof, or any third person.

2. The Lessee represents, warrants and confirms to the Lessor with respect to each Item of Equipment listed on Schedules 1A, 1B, 1C and 1D hereof:

- (i) that such Item of Equipment meets the specifications for an Item of Equipment set forth in Section 2(a) of the Lease;
- (ii) that such Item of Equipment is accurately described on the applicable Schedule;
- (iii) that such Item of Equipment falls within the Class of the Schedule on which it is listed;
- (iv) that the Capitalized Cost of such Item of Equipment has been properly computed in accordance with Section 2(b) of the Lease;
- (v) that such Item of Equipment has been marked in accordance with Section 6(e) of the Lease if required by such Section;
- (vi) that such Item of Equipment prior to its acquisition shall not have been put to any use by either the Lessee or any other person, and upon acquisition and use of such Item of Equipment by the Lessor, the original use of such Item of Equipment will be considered to have commenced with the Lessor;
- (vii) such Item of Equipment constitutes to the Lessor an item of property (A) with respect to which (x) an investment credit of at least 7% is allowable to the Lessor under Section 38 of the Internal Revenue Code of 1954, as amended, for "new section 38 property", within the meaning of Section 48(b) of such Code, and (y) the allowance for depreciation may be computed pursuant to either the double declining balance method, using a rate equal to twice the straight-line rate, or the sum of the years-digits method, as provided in Sections 167(b)(2) and (3) of such Code and (B) which can be depreciated over an asset depreciation period of 8 years pursuant to Revenue Procedure 72-10, 1972-1 Cum. Bull. 721; and

(viii) the Lessee has delivered to the Lessor an Instrument of Transfer and Acceptance covering such Item of Equipment and such Instrument of Transfer and Acceptance duly vests in the Lessor good and valid title to such Item of Equipment, free and clear of all Liens and rights of others except only Liens and other rights of the types referred to in clauses (i) through (viii) of Section 5(a) of the Lease.

3. The Lessor and the Lessee agree that the Capitalized Cost of each Item of Equipment, its Class and its date of delivery under the Lease are as indicated in the respective Schedules annexed hereto.

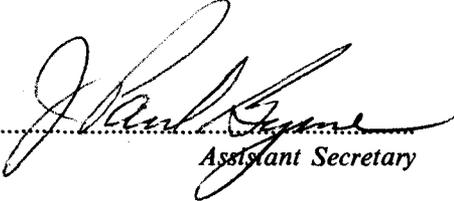
4. Section 11(b)(2) of the Lease provides for adjustments of the Basic Rent, Termination Value and Stipulated Loss Value percentages in the event that the tax benefits available are different from the tax benefits referred to or specified in clauses (i) through (viii) of Section 11(b)(1) of the Lease. Citicorp Leasing, Inc. has recomputed such percentages to reflect (i) the increase of the credit referred to in clause (ii) of such section 11(b)(1) from 7% to 10% and (ii) the increase of the effective cumulative federal, state and local rate of tax referred to in clause (viii) of such Section 11(b)(1) from 54.2374% to 61.2352% and the Lessor and the Lessee hereby agree that Schedules I, IIA, IIB, IIC, IID, IIIA, IIIB, IIIC, and IIID to the Lease, respectively, shall be amended effective on and as of the date hereof to read as set forth in the respective Schedules I, IIA, IIB, IIC, IID, IIIA, IIIB, IIIC and IIID attached hereto.

This Lease Supplement No. 1 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement No. 1 to be duly executed as of the day and year first above written.

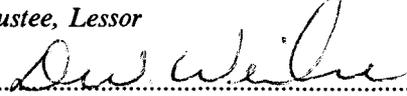
[CORPORATE SEAL]

ATTEST:


.....
Assistant Secretary

FIRST NATIONAL BANK OF LOUISVILLE,
as Trustee, Lessor

By


.....
Vice President and Trust Officer

[CORPORATE SEAL]

ATTEST:


.....
Secretary

LESLIE COAL MINING COMPANY,
Lessee

By


.....
President

THE RIGHTS OF THE LESSOR IN AND TO THE LEASE, INCLUDING THIS LEASE SUPPLEMENT NO. 1, HAVE BEEN ASSIGNED, MORTGAGED AND PLEDGED TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, THE INDENTURE TRUSTEE UNDER THE TRUST INDENTURE AND SECURITY AGREEMENT DATED AS OF SEPTEMBER 30, 1975, BETWEEN FIRST NATIONAL BANK OF LOUISVILLE, AS OWNER TRUSTEES, AND THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), AS INDENTURE TRUSTEE, AS SAID TRUST INDENTURE AND SECURITY AGREEMENT MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME AS PERMITTED THEREBY. THIS LEASE SUPPLEMENT NO. 1 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS OF WHICH THIS IS COUNTERPART NUMBER 13 SEE SECTION 23 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE HOLDERS OF THE VARIOUS COUNTERPARTS OF THE LEASE AND OF THIS LEASE SUPPLEMENT NO. 1 AND SEE THE DISCLAIMER OF REPRESENTATIONS AND WARRANTIES IN SECTION 2(g) OF THE LEASE.

STATE OF KENTUCKY }
COUNTY OF Jefferson } ss.:

On this 27th day of January, 1977, before me personally came DENNIS W. WEIHE, to me known, who, being by me duly sworn, did depose and say that he resides at First National Tower, Louisville, Kentucky 40202; that he is a Vice President of FIRST NATIONAL BANK OF LOUISVILLE, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Myra M. Feldman
.....
Notary Public

[NOTARIAL SEAL]

My commission expires *June 5, 1978*

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.:

On this 27th day of January, 1977, before me personally came R. H. CHISHOLM, to me known, who, being by me duly sworn, did depose and say that he resides at 1100 Superior Ave., Cleveland, Ohio 44114, that he is the President of LESLIE COAL MINING COMPANY, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Deborah A. Zambory
.....
Notary Public

[NOTARIAL SEAL]

My commission expires
DEBORAH A. ZAMBORY
Notary Public for Cuyahoga County
My Commission Expires May 18, 1981

SCHEDULE 1A
to
Lease Supplement No. 1

CLASS A ITEMS OF EQUIPMENT

<u>Item No.</u>	<u>Description of Item of Equipment</u>	<u>Manufacturer</u>	<u>Serial No. (or other means of identification)</u>	<u>Date of Delivery (1976)</u>	<u>Capitalized Cost</u>
5A-1	Battery Scoop	Kersey	76-113	October 15	\$ 38,742.00
5A-2	Continuous Miner	Joy	JM-1990	October 27	338,122.00
5A-3	Belt Feeder	Stamler	11095	October 29	46,950.00
5A-4	Belt Feeder	Stamler	11094	October 29	46,950.00
5A-5	Forklift Truck	Namco	764135	November 15	7,759.00
5A-6	Face Power Center	Line Power	1542	November 16	31,207.00
5A-7	Rockduster	Elkhorn Industrial	246	November 26	2,853.00
5A-8	Cable & Couplers No. 2	Okonite	—	November 30	9,346.00
5A-9	Face Power Center	Line Power	1543	December 23	30,839.00
5A-10	Face Power Center	Line Power	1544	December 23	30,839.00
5A-11	Continuous Miner	Joy	JM-1991	December 27	<u>328,293.00</u>
Total					\$911,900.00

SCHEDULE 1B
to
Lease Supplement No. 1

CLASS B ITEMS OF EQUIPMENT

<u>Item No.</u>	<u>Description of Item of Equipment</u>	<u>Manufacturer</u>	<u>Serial No. (or other means of identification)</u>	<u>Date of Delivery (1976)</u>	<u>Capitalized Cost</u>
5B-1	Shuttle Car	Joy	ET 11727	October 27	\$ 74,038.00
5B-2	Shuttle Car	Joy	ET 11728	October 27	72,838.00
5B-3	Shuttle Car	Joy	ET 11730	December 29	<u>71,865.00</u>
Total					\$218,741.00

SCHEDULE 1C
to
Lease Supplement No. 1

CLASS C ITEMS OF EQUIPMENT

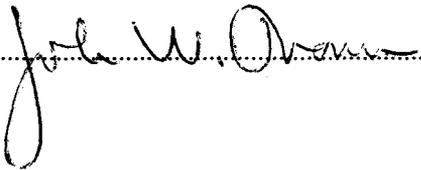
<u>Item No.</u>	<u>Description of Item of Equipment</u>	<u>Manufacturer</u>	<u>Serial No. (or other means of identification)</u>	<u>Date of Delivery (1976)</u>	<u>Capitalized Cost</u>
5C-1	Mechanic Jeep	Downard Hydraulics	004	October 4	\$ 16,779.00
5C-2	Mantrip Car	W. Va. Armature	M100-403	October 21	21,767.00
5C-3	Mantrip Car	W. Va. Armature	M100-404	October 21	21,767.00
5C-4	Belt Power Center	Line Power	1552	November 19	23,847.00
5C-5	Mantrip Car	W. Va. Armature	M100-410	November 22	21,476.00
5C-6	Belt Power Center	Line Power	1553	November 23	24,167.00
5C-7	Mantrip Car	W. Va. Armature	M100-411	November 26	21,404.00
5C-8	Mantrip Car	W. Va. Armature	M100-413	December 10	21,185.00
5C-9	Belt Power Center	Line Power	1546	December 23	30,596.00
5C-10	Belt Power Center	Line Power	1554	December 23	23,962.00
Total					\$226,950.00

SCHEDULE 1D
to
Lease Supplement No. 1

CLASS D ITEMS OF EQUIPMENT

<u>Item No.</u>	<u>Description of Item of Equipment</u>	<u>Manufacturer</u>	<u>Serial No. (or other means of identification)</u>	<u>Date of Delivery (1976)</u>	<u>Capitalized Cost</u>
5D-1	Vertical Shop Press	Dake Corp.	171262	October 1	\$ 10,924.00
5D-2	Supply Locomotive	Greensburg	3242	October 1	67,009.00
5D-3	Supply Locomotive	Greensburg	3243	October 1	67,009.00
5D-4	Conveyor Belt System—36"	Elmac	833	November 16	110,339.00
5D-5	Middlings Storage Belt	Roberts & Schaefer	—	November 22	141,444.00
5D-6	Middlings Reclaim Belt	Roberts & Schaefer	—	November 22	325,009.00
5D-7	Clean Coal Storage Belt	Roberts & Schaefer	—	November 22	346,098.00
5D-8	Clean Coal Storage Facility	Roberts & Schaefer	—	November 22	621,039.00
5D-9	Clean Coal Loadout Belt	Roberts & Schaefer	—	November 22	270,717.00
5D-10	Trestle Structure & Track	Roberts & Schaefer	—	November 22	107,827.00
5D-11	Raw Coal Storage Belt	Roberts & Schaefer	—	November 22	236,312.00
5D-12	Plant Feed Belt	Roberts & Schaefer	—	November 22	245,905.00
5D-13	Aerial Tramway	Interstate Equipment	—	November 22	1,276,259.00
5D-14	Power Hack Saw	Keller	26046	December 13	1,636.00
5D-15	Preparation Plant	Roberts & Schaefer	—	December 20	8,243,515.00
Total.....					\$12,071,042.00

This instrument was prepared by the undersigned, John W. Thomson, attorney at law, whose address is c/o Dewey, Ballantine, Bushby, Palmer & Wood, 140 Broadway, New York, New York 10005.

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