

JUN 20 1975 10 15 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of June 2, 1975, 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, hereinafter called the "Agent", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad Company",

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of February 15, 1970, hereinafter called the "Conditional Sale Agreement", by and among Pullman Incorporated (Pullman-Standard division) and Greenville Steel Car Company, hereinafter called the "Vendors", and the Railroad Company, each of the Vendors agreed to construct, sell and deliver to the Railroad Company, on the terms and conditions therein set forth, certain cars described therein; and

WHEREAS, by an Agreement and Assignment dated as of February 15, 1970, hereinafter called the "Assignment", the Vendors sold, assigned, transferred and set over to the Agent, its successors and assigns, all their rights, titles and interests under the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement and Assignment were

filed and recorded with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, on May 8, 1970, at 12:45 P.M. and assigned Recordation Number 5709; and

WHEREAS, Section 6 of the Conditional Sale Agreement requires the Railroad Company to replace any cars which have suffered Casualty Occurrences with other standard gauge rolling stock, other than passenger, special purpose or work equipment, put into service no earlier than February 15, 1970, equal in value to the depreciated value and of substantially as good material or construction of cars subject to Casualty Occurrences, or, at the election of the Railroad Company, and in lieu of such replacement, the Railroad Company shall pay to the Agent on June 1 in each year commencing June 1, 1971, a sum equal to the aggregate unpaid balance of the Deferred Purchase Price of all cars subject to Casualty Occurrences; and

WHEREAS, six (6) 80-ton open top hopper cars bearing the Railroad Company's road numbers 184817, 185061, 185105, 185169, 185179 and 185191, hereinafter called "Destroyed Cars", subject to the Conditional Sale Agreement, having an aggregate unpaid balance of the Deferred Purchase Price as of the date hereof of

\$49,320.00, have suffered Casualty Occurrences for which settlement has not heretofore been made; and

WHEREAS, the Agent has on deposit \$23,241.14, being the aggregate unpaid balance of the Deferred Purchase Price, plus interest thereon, paid to the Agent by the Railroad for two (2) 80-ton open top hopper cars bearing the Railroad Company's road numbers 184992 and 185052 which have suffered Casualty Occurrences; and

WHEREAS, the Railroad Company proposes to sell, assign, transfer and set over unto the Agent pursuant to Section 6 of the Conditional Sale Agreement other equipment having a depreciated value as of the date hereof which is equal to or in excess of the aggregate unpaid balance of the Deferred Purchase Price of the Destroyed Cars and the sum on deposit with the Agent;

NOW, THEREFORE, the Railroad Company hereby agrees, pursuant to Section 6 of the Conditional Sale Agreement, to sell, assign, transfer and set over unto the Agent seven (7) 80-ton open top hopper cars bearing the Railroad Company's road numbers 183901, 183908, 185330, 185331, 185332, 185333 and 185334, being standard gauge rolling stock put into service no earlier than February 15,

1970, having an aggregate depreciated value as of the date hereof of \$73,219.00, and being of substantially as good material or construction as the cars having suffered Casualty Occurrences.

The Conditional Sale Agreement and the Assignment are hereby amended to subject said equipment to the terms and conditions of the Conditional Sale Agreement and Assignment as though part of the original cars subject thereto and included in the term "cars" as used therein.

The Agent hereby releases from the Conditional Sale Agreement and Assignment eight (8) 80-ton open top hopper cars bearing the Railroad Company's road numbers 184817, 184992, 185052, 185061, 185105, 185169, 185179 and 185191, which have suffered Casualty Occurrences for which settlement has been or is being made.

The Railroad Company will cause this Supplemental Agreement to be filed and recorded in the office of the Interstate Commerce Commission pursuant to the provisions of Section 20c of the Interstate Commerce Act.

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 Agent and the Railroad Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective offices 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,
Agent

By  _____
Assistant Vice President

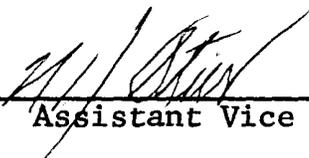
Handwritten initials

Attest:



Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By  _____
Assistant Vice President

Attest:



Assistant Secretary

