Counterpart No. 3
Of 4 Counterparts

THIS SUPPLEMENTAL AGREEMENT, dated as of April 1, 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, as Trustee under Louisville and Nashville Railroad Equipment Trust, Series 6, dated as of February 15, 1971, as supplemented, hereinafter called the "Trustee", 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",

RECORDATION NO. 5945-C Filed & Recorded
MAY 29 1975 - 2 25 PM
INTERSTATE COMMERCE COMMISSION

WITNESSETH:

WHEREAS, by an Agreement, dated as of February 15, 1971, by and between the Trustee and the Railroad Company, constituting the Louisville and Nashville Railroad Equipment Trust, Series 6, there was leased to the Railroad Company certain railroad equipment as more fully described in said Agreement; 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 February 17, 1971, and assigned Recordation No. 5945; and

WHEREAS, Section 4.7 of the Agreement requires the Railroad Company at the close of each calendar year during the continuance of the lease to (1) deposit with the Trustee an amount in cash equal to the Fair Value of the Trust Equipment which shall be worn out, lost or destroyed or become unsuitable for use or no longer be needed, or (2) with the prior consent of the Trustee, cause to be sold, assigned, transferred and set over unto the Trustee other Equipment having a Fair Value equal to or in excess of the Fair Value of such Trust Equipment as of the date on which such Trust Equipment was so determined to have been worn out or the date on which it was lost or destroyed or the date on which it was determined to have become unsuitable for use or no longer needed; and

WHEREAS, the Fair Value of the Trust Equipment which has become worn out, lost, destroyed or unsuitable for use or no longer needed during calendar year 1973 is $ 46,825.00 ; and

WHEREAS, the Trustee has a credit in the amount of $ 3,695.00 due the Railroad Company as a result of the previous substitution of equipment having a Fair Value in excess of the Fair Value of the Trust Equipment which has become worn out, lost, destroyed, unsuitable for use or no longer needed; and

WHEREAS, the Railroad Company proposes, and the Trustee is willing to consent thereto, to sell, assign, transfer and set over unto the Trustee, pursuant to Section 4.7 of the Agreement, other equipment having a Fair Value as of the date hereof which is equal to or in excess of the Fair Value (less the credit due the Railroad Company) of the Trust Equipment which has been worn out, lost, destroyed, or unsuitable for use or no longer needed during calendar year 1973;

NOW, THEREFORE, the Railroad Company hereby agrees, pursuant to Section 4.7 of the Agreement, to sell, assign, transfer and set over unto the Trustee the following equipment:

Eleven (11) 70-ton open top hopper cars bearing the Railroad Company's road numbers 150546-150551, 150555-150557, 150657 and 150673,

(Numbers Inclusive)

having a Fair Value as of the date hereof of $ 45,244.00, and the Trustee hereby agrees to lease to the Railroad Company said equipment for the term and under and subject to all the

provisions of said Agreement, and the Railroad Company further agrees to accept and hold said equipment under and subject to all the provisions of said Agreement and to be bound by and to perform, with respect to said equipment, all of the applicable covenants of said Agreement.

The Trustee hereby releases from said Agreement the following Trust Equipment which has been worn out, lost, destroyed, unsuitable for use or no longer needed during calendar year 1973:

> Four (4) 80-ton open top hopper cars bearing the Railroad Company's road numbers 185716, 185724, 185768 and 185966.

The Railroad Company will cause this Supplemental Agreement to be filed and recorded, prior to the delivery of said equipment, 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 _____
ASSISTANT Vice President

ATTEST:

_____
[redacted]. Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By _____
Assistant Vice President

ATTEST:

_____
Assistant Secretary

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this NOV 14 '75 day of [redacted], 1975, before me personally appeared G. J. Johnston, to me personally known, who, being by me duly sworn, says that he is Asst 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

My Commission expires 7-1-78.

DOROTHY E. SCHARF
NOTARY PUBLIC
My Commission Expires July 1, 1978

Notarial Seal

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 30th day of April, 1975, before me personally appeared N. H. Stew, 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.

Sharon W. Bowles
Notary Public

My Commission expires July 26, 1978.

Notarial Seal