LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-5235

7-242A074

LAW DEPARTMENT

August 20, 1977

AUG 30 1977

DAVID M. YEARWOOD
GENERAL ATTORNEY

Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Recordation No. 5945-A Filed & Recorded
AUG 30 1977 - 12 05 PM
INTERSTATE COMMERCE COMMISSION

Dear Mr. Secretary:

There is transmitted to you herewith for filing and recordation, pursuant to Section 20c of the Interstate Commerce Act, four counterparts of a Supplemental Agreement dated as of April 1, 1977, between Mercantile-Safe Deposit and Trust Company, as Trustee, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203 and Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40201.

This Supplemental Agreement is supplemental to Louisville and Nashville Railroad Equipment Trust, Series 6, which was filed and recorded with the Interstate Commerce Commission on February 17, 1971, and assigned Recordation No. 5945.

By this Supplemental Agreement, the equipment described in the attached Exhibit A is made subject to all the terms and conditions of said Equipment Trust Agreement in substitution for the equipment described in the attached Exhibit B, which has been destroyed and is by this Supplemental Agreement released from said Trust Agreement.

Attached hereto is a draft in the amount of $10 payable to the Treasurer of the United States which is the prescribed recordation fee for said Supplemental Agreement.

This letter of transmittal is signed by an officer of the Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

After recordation, please return Counterparts 1 and 2 of said Supplemental Agreement to:

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
908 West Broadway
Louisville, Kentucky 40201

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood
David M. Yearwood
General Attorney

Attachments

Exhibit A
(Series 6)

Quantity: Seven (7)

Description: 70-ton open top hopper cars

Railroad Company's Road Numbers: 153443, 153444, 153446, 153447, 153449, 153450 and 153451.

Exhibit B
(Series 6)

Quantity: Two (2)

Description: 60-ton open top hopper cars

Railroad Company's Road Numbers: 131596 and 131598; and

Quantity: Two (2)

Description: 80-ton open top hopper cars

Railroad Company's Road Numbers: 185968 and 186114.

RECORDATION NO. 5945-A Filed & Recorded
AUG 30 1977 -12 05 PM
INTERSTATE COMMERCE COMMISSION
Counterpart No. 1
Of 4 Counterparts

THIS SUPPLEMENTAL AGREEMENT, dated as of April 1, 1977, 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",

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 determined to be unsuitable for use or no longer needed during calendar year 1976 is $26,461.00 ; 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 of the Trust Equipment which has been worn out, lost, destroyed, or determined to be unsuitable for use or

no longer needed during calendar year 1976;

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 equipment described in the attached Exhibit A, having a Fair Value as of the date hereof of $30,091.00 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 Trust Equipment described in the attached Exhibit B which has been worn out, lost, destroyed, or determined to be unsuitable for use or no longer needed during calendar year 1976.

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

(Corporate Seal)
ATTEST:

_____
Asst. Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By _____
Assistant Vice President

(Corporate Seal)
ATTEST:

_____
Attesting Officer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 9th day of ~~April~~ May, 1977, before me personally appeared ~~G. J. Johnston~~, to me personally known, who, being by me duly sworn, says that he is an Assistant 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.

Dorothy E. Schart
Notary Public

My Commission expires 7-1-78.

Notarial Seal

DOROTHY E. SCHART
NOTARY PUBLIC
My Commission Expires July 1, 1979

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 20th day of April, 1977, before me personally appeared C. D. Leddon, 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.

Norma J. Jones
Notary Public

My Commission expires March 4, 1981.

Notarial Seal

Exhibit A
(Series 6)

Encumbered

Quantity: Seven (7)

Description: 70-ton open top hopper cars

Railroad Company's Road Numbers: 153443, 153444, 153446, 153447, 153449, 153450 and 153451.

Exhibit B
(Series 6)

Released

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