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REGISTRATION NO. 8182-H

JUL 27 1976

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL INDENTURE AND SECURITY AGREEMENT NO. 3
(Leslie Coal Mining Company Equipment Trust No. 3)

Dated as of

July 27, 1976

BETWEEN

FIRST NATIONAL BANK OF LOUISVILLE,

as Owner Trustee

AND

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION),

as Indenture Trustee

Supplemental to Trust Indenture and Security Agreement dated as of September 30, 1975, among First National Bank of Louisville, as Owner Trustees, and The Chase Manhattan Bank (National Association), as Indenture Trustee.

SUPPLEMENTAL INDENTURE AND SECURITY AGREEMENT NO. 3 dated as of July 27, 1976, (herein called "this Indenture Supplement") between **FIRST NATIONAL BANK OF LOUISVILLE**, a national banking association, having an address at First National Tower, Louisville, Kentucky, as trustee under the Trust Agreement dated as of September 30, 1975 relating to Leslie Coal Mining Company Equipment Trust No. 3 (herein, in such capacity, together with its permitted successors in the trust under said Trust Agreement, called the "Owner Trustee" and in such capacity and in its capacities as trustee under each of the other respective Trust Agreements referred to in the Indenture described below, together with its permitted successors in the trusts under said Trust Agreements, collectively called the "Owner Trustees") and **THE CHASE MANHATTAN BANK (National Association)**, a national banking association, having an address at 1 Chase Manhattan Plaza, New York, New York 10015, as Trustee (herein, in such capacity, together with its permitted successors in the trusts under the Indenture described below, called the "Indenture Trustee") under the Trust Indenture and Security Agreement dated as of September 30, 1975, as supplemented or amended to the date hereof (herein, as the same may be further supplemented or amended from time to time as permitted thereby, called the "Indenture"), between the Owner Trustees and the Indenture Trustee.

PRELIMINARY STATEMENT

The terms used in this Indenture Supplement and not defined herein have the meanings specified in the Indenture.

Each of the Owner Trustees has entered into the Indenture with the Indenture Trustee. Pursuant to the Participation Agreement, the Owner Trustee has purchased, on behalf of the above-mentioned Trust (herein called the "Trust"), the Items described in Schedules IA, IB, IC and ID hereto (herein called the "Trust Items"). In order to finance a substantial portion of the Capitalized Costs of the Trust Items, the Trust is issuing and selling to the Indenture Trustee its 10¾% Loan Certificates. As a condition to the issuance and sale of such Loan Certificates, the Owner Trustee is required to execute and deliver, on behalf of the Trust, to the Indenture Trustee a supplemental indenture and security agreement which will confirm the lien of the Indenture with respect to the Trust Items.

In consideration of the foregoing, the indebtedness evidenced and to be evidenced by the Equipment Trust Certificates and by the Trust's Loan Certificates, and other good and valuable consideration the receipt of which is hereby acknowledged, the Owner Trustee, on behalf of the Trust, hereby Grants to the Indenture Trustee all of the Owner Trustee's estate, right, title, interest, claim and demand in, to and under the property described in the Granting Clauses of this Indenture Supplement and hereby agrees with the Indenture Trustee as hereinafter provided in this Indenture Supplement.

GRANTING CLAUSE FIRST

THE TRUST ITEMS

The Trust Items, including all the Items described in Schedules IA, IB, IC and ID hereto.

GRANTING CLAUSE SECOND

LEASE SUPPLEMENT NO. 1

Lease Supplement No. 1, of even date herewith, to the Lease Agreement (No. 3) dated as of September 30, 1975, between the Owner Trustee and the Lessee. The Grant contained in this Granting Clause Second is confirmatory of the Grant made by the Indenture and pursuant to the Assignment of Lease and Agreement of even date herewith being contemporaneously entered into by the Owner Trustee, on behalf of the Trust, the Lessee and the Indenture Trustee.

TO HAVE AND TO HOLD all and singular the property described in the above Granting Clauses, whether now owned or held or hereafter acquired, unto the Indenture Trustee forever;

SUBJECT, HOWEVER, to Permitted Encumbrances;

IN TRUST, NEVERTHELESS, with power of sale, for the equal and ratable benefit and security of the Equipment Trust Certificates, without preference, priority or distinction of any thereof over any other by reason of difference in time of issuance or otherwise, and for the enforcement of the payment of the principal of, premium, if any, and interest on, the Equipment Trust Certificates in accordance with their respective terms, and all other sums payable under this Indenture, or on the Equipment Trust Certificates, and compliance with the provisions of the Indenture, all as provided in the Indenture.

IT IS HEREBY COVENANTED, DECLARED AND AGREED that the property described in the above Granting Clauses is to be held, dealt with and disposed of by the Indenture Trustee upon and subject to the provisions of the Indenture.

This Indenture Supplement is hereby made supplemental to and a part of the Indenture and, *except* as expressly supplemented by this Indenture Supplement, the Indenture is hereby ratified and confirmed in all respects.

The Indenture Trustee hereby accepts the trusts in this Indenture Supplement declared and provided, upon the terms and conditions set forth in the Indenture. The recitals of this Indenture Supplement shall be taken as the statements of the Owner Trustee, on behalf of the Trust, alone, and shall not be considered as made by, or as imposing any obligation or liability upon, the Indenture Trustee. The Indenture Trustee makes no representation as to the validity or sufficiency of this Indenture Supplement.

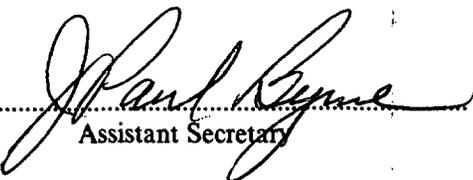
This Indenture Supplement may be executed in several counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

This Indenture Supplement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Owner Trustee and the Indenture Trustee have caused this Indenture Supplement to be executed and delivered and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, all as of the day and year first above written.

[CORPORATE SEAL]

ATTEST:


Assistant Secretary

FIRST NATIONAL BANK OF LOUISVILLE,
as Owner Trustee

By


Vice President and Trust Officer

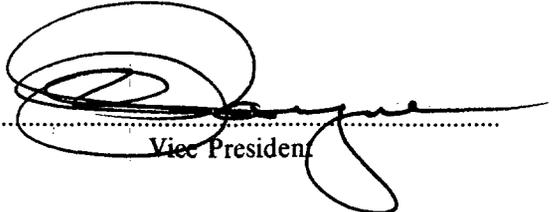
[CORPORATE SEAL]

ATTEST:


Assistant Secretary

THE CHASE MANHATTAN BANK (National Association),
as Indenture Trustee

By


Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 27th day of July 1976, 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 and Trust Officer 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.

[NOTARIAL SEAL]

My commission expires



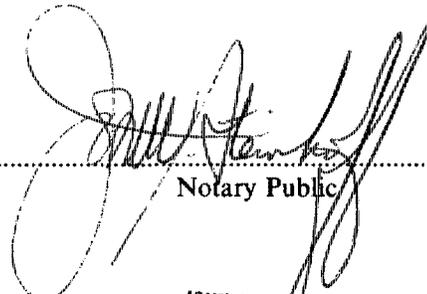
ROSEMARY A. ABBOTT
NOTARY PUBLIC, State of New York
No. 31-4522468
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1978

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 27th day of July 1976, before me personally came J. A. PAYNE, to me known, who, being by me duly sworn, did depose and say that he resides at RD 1, Box 350, Hiram Road, Cold Spring, New York 10516; that he is a Vice President of THE CHASE MANHATTAN BANK (National Association), 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.

[NOTARIAL SEAL]

My commission expires MAR 30 1977



JOHN W. STEINHOFF
NOTARY PUBLIC, State of New York
No. 41-3831725
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1977

SCHEDULE 1A
to
Indenture Supplement No. 3

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>
3A-1	Battery Scoop	Kersey	76-81	5-3	\$ 38,159.00 ✓
3A-2	Battery Charger	Kersey	3476-5	5-3	2,692.00 ✓
3A-3	Battery Scoop	Kersey	76-82	5-3	38,159.00 ✓
3A-4	Battery Charger	Kersey	3476-7	5-3	2,692.00 ✓
3A-5	Battery Scoop	Kersey	76-83	5-5	38,158.00 ✓
3A-6	Battery Charger	Kersey	3476-9	5-5	2,692.00 ✓
3A-7	Cable & Couplers #2 2000 Ft.	Okonite	—	5-10	10,602.00 ✓
3A-8	Continuous Miner	Joy	JM-1985	5-14	301,567.00 ✓
3A-9	Rock Dusting Unit	MSA	PTM 7541	5-18	29,899.00 ✓
3A-10	Face Power Center 600 KVA	Line Power	1539	5-18	30,036.00 ✓
3A-11	Continuous Miner	Joy	JM 1987	5-20	300,170.00 ✓
3A-12	Roof Drill	Lee Norse	20493	6-7	84,614.00 ✓
3A-13	Air Compressor	Acme	2023	6-7	35,213.00 ✓
3A-14	Continuous Miner	Joy	JM-1988	6-24	297,540.00 ✓
Total.....					\$1,212,193.00

SCHEDULE 1B
to
Indenture Supplement No. 3

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>
3B-1	Shuttle Car	Joy	ET 11721	5-4	\$ 67,632.00
3B-2	Shuttle Car	Joy	ET 11722	5-4	66,527.00
3B-3	Shuttle Car	Joy	ET 11723	6-29	66,515.00
3B-4	Shuttle Car	Joy	ET 11724	6-29	65,428.00
		Total			\$266,102.00

SCHEDULE 1C
to
Indenture Supplement No. 3

CLASS C ITEMS OF EQUIPMENT

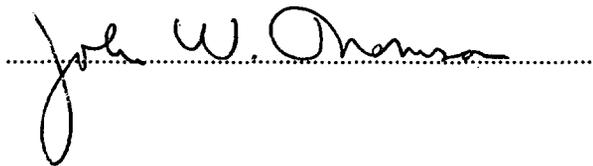
<u>Item No.</u>	<u>Description of Item of Equipment</u>	<u>Manufacturer</u>	<u>Serial No. (or other means of identification)</u>	<u>Date of Delivery (1976)</u>	<u>Capitalized Cost</u>
3C-1	Supply Car	Kersey	76-120	4-8	\$ 5,026.00 ✓
3C-2	Supply Car	Kersey	76-121	4-8	5,026.00 ✓
3C-3	Cable & Couplers 4/0 2014 ft.	Okonite	—	5-10	18,358.00 ✓
3C-4	Mantrip Car	W.V. Armature	M100-359	6-29	20,226.00 ✓
Total					\$48,636.00

SCHEDULE 1D
to
Indenture Supplement No. 3

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>
3D-1	Conveyor Belt System—36"	Elmac	711	4-1	\$ 107,783.00
3D-2	Conveyor Belt System—36"	Elmac	739	5-18	106,160.00
3D-3	Slope Belt & Magnet	Roberts & Schaefer	—	6-1	439,241.00
3D-4	Screen & Crush Facility	Roberts & Schaefer	—	6-1	708,277.00
3D-5	Raw Coal Storage Facility	Roberts & Schaefer	—	6-1	1,062,183.00
3D-6	Water Storage Tanks	Marietta Concrete	—	6-1	76,649.00
3D-7	Static Thickener	Roberts & Schaefer	—	6-29	585,461.00
			Total		\$3,085,754.00

This instrument was drafted 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.

A handwritten signature in cursive script, reading "John W. Thomson", is written over a horizontal dotted line. The signature is positioned to the right of the center of the page.