

RECORDATION NO. *8/82-N* Filed & Recorded

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~~RECORDATION NO. 8/82-N~~

**SUPPLEMENTAL INDENTURE AND SECURITY AGREEMENT NO. 4**

**(Leslie Coal Mining Company Equipment Trust No. 4)**

**Dated as of**

**October 27, 1976**

**BETWEEN**

**FIRST NATIONAL BANK OF LOUISVILLE,**

*as Owner Trustee*

**AND**

**THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION),**

*as Indenture Trustee*

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**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.**

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**SUPPLEMENTAL INDENTURE AND SECURITY AGREEMENT NO. 4** dated as of October 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. 4 (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 10 $\frac{1}{4}$ % 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. 4) 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.

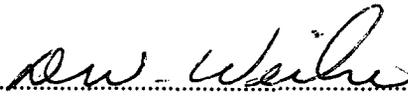
[CORPORATE SEAL]

ATTEST:

  
.....  
Assistant Secretary

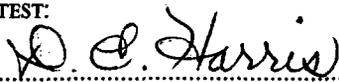
FIRST NATIONAL BANK OF LOUISVILLE,  
as Owner Trustee

By

  
.....  
Vice President and Trust Officer

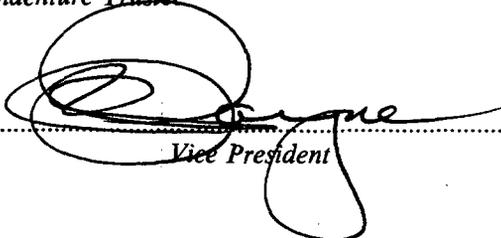
[CORPORATE SEAL]

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 October 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

*Catherine E. Edler*

Notary Public

CATHERINE E. EDLER  
NOTARY PUBLIC, State of New York  
No. 4503354  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1977

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

On this 27th day of October 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

*Isabelle B. Shaw*

Notary Public

ISABELLE B. SHAW  
NOTARY PUBLIC, State of New York  
No. 43-3619760  
Qualified in Richmond County  
Certificate Filed with New York Co. Clerk  
Commission Expires March 30, 1977

**SCHEDULE 1A**  
to  
**Indenture Supplement No. 4**

**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>
4A-1	Rock Duster	Elkhorn Industrial	222	July 9	\$ 2,745.00
4A-2	Cable & Couplers #2	Okonite	—	July 12	9,325.00
4A-3	Roof Drill	Lee Norse	20495	July 28	83,704.00
4A-4	Battery Scoop	Kersey	76-95	August 16	38,116.00
4A-5	Battery Charger	Kersey	3776-1	August 16	2,697.00
4A-6	Belt Feeder	Stamler	11093	August 24	60,606.00
4A-7	Continuous Miner	Joy	JM1989	August 24	328,601.00
4A-8	Cable & Couplers #2	Okonite	—	August 27	9,299.00
4A-9	Roof Drill	Lee Norse	20494	August 27	83,220.00
4A-10	Rock Duster	Elkhorn Industrial	227	September 20	2,695.00
4A-11	Face Power Center	Line Power	1540	September 21	29,985.00
4A-12	Roof Drill	Lee Norse	20496	September 27	83,355.00
4A-13	Face Power Center	Line Power	1541	September 27	30,144.00
4A-14	Rock Duster	Mine Safety	TD-75174	September 29	3,669.00
4A-15	Rock Duster	Mine Safety	TD-75201	September 29	3,669.00
4A-16	Refuse Pan	Caterpillar	14S616&37V617	September 29	184,837.00
Total .....					\$955,667.00

**SCHEDULE 1B**  
**to**  
**Indenture Supplement No. 4**

**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>
4B-1	Shuttle Car	Joy	ET 11725	August 27	\$ 71,795.00
4B-2	Shuttle Car	Joy	ET 11726	September 1	70,633.00
Total .....					\$142,428.00

**SCHEDULE 1C**  
**to**  
**Indenture Supplement No. 4**

**CLASS C ITEMS OF EQUIPMENT**

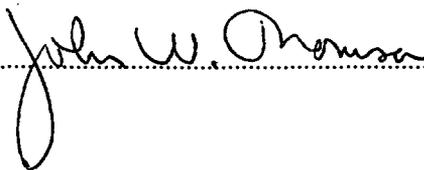
<u>Item No.</u>	<u>Description of Item of Equipment</u>	<u>Manufacturer</u>	<u>Serial No. (or other means of identification)</u>	<u>Date of Delivery (1976)</u>	<u>Capitalized Cost</u>
4C-1	Supply Car	Kersey	76-206	July 2	\$ 5,913.00
4C-2	Supply Car	Kersey	76-207	July 2	5,913.00
4C-3	Supply Car	Kersey	76-208	July 2	5,913.00
4C-4	Supply Car	Kersey	76-209	July 2	5,913.00
4C-5	Mantrip Car	W. Va. Armature	M100-360	July 8	20,785.00
4C-6	Cable & Couplers 4/0	Okonite	—	July 12	16,133.00
4C-7	Supply Car	Kersey	76-210	July 13	5,967.00
4C-8	Supply Car	Kersey	76-213	July 13	5,967.00
4C-9	Supply Car	Kersey	76-211	July 19	5,967.00
4C-10	Supply Car	Kersey	76-212	July 19	5,967.00
4C-11	Belt Power Center	Line Power	1547	July 27	23,027.00
4C-12	Belt Power Center	Line Power	1548	July 27	23,027.00
4C-13	Belt Power Center	Line Power	1549	August 16	23,320.00
4C-14	Cable & Couplers 4/0	Okonite	—	August 27	7,960.00
4C-15	Belt Power Center	Line Power	1550	September 20	23,031.00
4C-16	Mechanics Jeep	Downard Hydraulics	003	September 27	16,068.00
4C-17	Belt Power Center	Line Power	1551	September 29	23,298.00
Total .....					\$224,169.00

**SCHEDULE 1D**  
to  
**Indenture Supplement No. 4**

**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>
4D-1	Barney Car	Phillips	—	August 27	\$ 6,207.00
4D-2	Conveyor Belt System 36"	Elmac	795	August 27	106,554.00
4D-3	Conveyor Belt System 42"	Elmac	796	September 1	209,144.00
4D-4	Drill Press	Willis-Burgo	100545	September 10	20,506.00
4D-5	Lathe	South Bend Nordic	N315H83 GT0276	September 10	32,822.00
4D-6	Air Compressor	Ingersoll Rand	30T400508	September 10	3,672.00
4D-7	Milling Machine	Industrial Machinery	D-F3-8	September 10	20,398.00
4D-8	Grinder	Baldor	676-F	September 15	967.00
4D-9	Mine Fan	Jeffrey	36589	September 28	166,174.00
4D-10	Mine Elevator	Haughton	—	September 28	192,075.00
4D-11	Slope Hoist	Nordberg	—	September 28	690,833.00
4D-12	Process Water Supply	Shafer Pipeline	—	September 28	447,963.00
Total .....					\$1,897,315.00

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.

  
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