LOUISVILLE & NASHVILLE RAILROAD COMPANY

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

April 7, 1980

LAW DEPARTMENT

DAVID M. YEARWOOD
GENERAL ATTORNEY

RECORDATION NO. 5750-Gm Filed 1425

APR 15 1980 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Secretary Mergenovich:

There are transmitted to you herewith for filing and recordation, pursuant to 49 U.S.C. Section 11303, four duly executed counterparts of a Supplemental Agreement dated as of September 15, 1979 by and between Mercantile-Safe Deposit and Trust Company, as Trustee-Lessor, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203, and Louisville and Nashville Railroad Company, as Lessee, whose address is 908 West Broadway, Louisville, Kentucky 40203.

This Supplemental Agreement relates to Louisville and Nashville Railroad Equipment Trust Agreement, Series 3, dated as of June 15, 1970, which was filed and recorded with the Interstate Commerce Commission on June 16, 1970, and assigned Recordation No. 5750.

By this Supplemental Agreement, the following railroad equipment is subjected to the Trust Agreement:

> Ninety-three (93) 70-ton open top hopper cars bearing the Railroad Company's road numbers (inclusive):
> 74192, 74193, 74195-74196, 74198, 74200-74201, 74208-74214, 74217-74225, 74230-74240, 74242-74243, 74248-74252, 74254, 74257-74262, 74264, 74266-74268, 74270, 74271-74273, 74277, 74279-74281, 74282-74288, 74289-74293, 74297-74298, 74300, 74303, 74306, 74312-74315, 74317-74318, 74320-74321, 74325, 74327, 74329, 74332-74334, 74337-74338,

in substitution for the following Trust Equipment which has become worn out, lost, destroyed or determined to be unsuitable for use or no longer needed and which is released from said Equipment Trust Agreement:

Counterpart No. 1
Of 4 Counterparts

RECORDATION NO. 5750-G Filed 1425

APR 15 1980 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of September 15, 1979, 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 3 dated as of June 15, 1970, 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 June 15, 1970, by and between the Trustee and the Railroad Company, constituting the Louisville and Nashville Railroad Equipment Trust, Series 3, 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 June 16, 1970, and assigned Recordation No. 5750; 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 not 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 years 1977 and 1978 is $233,646.00; 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 years 1977 and 1978.

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:

(1)

Ninety-three (93) 70-ton open top hopper cars bearing the Railroad Company's road numbers (inclusive):
74192, 74193, 74195-74196, 74198, 74200-74201, 74208-74214, 74217-74225, 74230-74240, 74242-74243, 74248-74252, 74254, 74257-74262, 74264, 74266-74268, 74270, 74271-74273, 74277, 74279-74281, 74282-74288, 74289-74293, 74297-74298, 74300, 74303, 74306, 74312-74315, 74317-74318, 74320-74321, 74325, 74327, 74329, 74332-74334, 74337-74338; and

Two (2) 70-ton box cars bearing the Railroad Company's road numbers 100163-100164;

having a Fair Value as of the date hereof of $234,380.00 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 as follows:

(2)

Seven (7) 100-ton box cars bearing the Railroad Company's road numbers 101455, 101462, 101477, 101481, 101482, 101486, 101499;

Five (5) 70-ton box cars bearing the Railroad Company's road numbers 114338, 114359, 114428, 114460, 114485;

over

Eighteen (18) 60-ton open top hopper cars bearing the Railroad Company's road numbers 131525, 131527, 131529, 131530, 131532, 131533, 131534, 131535, 131536, 131538, 131540, 131542, 131543, 131549, 131550, 131554, 131556, 131558; and

Four (4) 100-ton covered hopper cars bearing the Railroad Company's road numbers 200602, 200608, 200618, 200645;

which has been worn out, lost, destroyed, or determined to be unsuitable for use or no longer needed during calendar years 1977 and 1978.

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 49 U.S.C. Section 11303 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 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 15th day of January, 19~~79~~80, personally appeared R. E. Schreiber, 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.

_____
Notary Public

My Commission expires July 1, 1982

Notarial Seal

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 11th day of January, 19~~79~~80, personally appeared D G Watkins, 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

Six (6) 100-ton box cars bearing the Railroad Company's road numbers 101462, 101477, 101481, 101482, 101486, 101499;

Five (5) 70-ton box cars bearing the Railroad Company's road numbers 114338, 114359, 114428, 114460, 114485;

Eighteen (18) 60-ton open top hopper cars bearing the Railroad Company's road numbers 131525, 131527, 131529, 131530, 131532, 131533, 131534, 131535, 131536, 131538, 131540, 131542, 131543, 131549, 131550, 131554, 131556, 131558; and

Four (4) 100-ton covered hopper cars bearing the Railroad Company's road numbers 200602, 200608, 200618, 200645.

Enclosed herewith is a draft in the amount of $10 payable to the Treasurer of the United States to cover the prescribed recordation fee for the 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 the recorded counterparts of said Agreement to:

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
908 West Broadway
Louisville, Kentucky 40203

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood
David M. Yearwood
General Attorney

Attachments