SCL/L&N
GEORGIA·CLINCHFIELD
WEST POINT ROUTE

THE FAMILY LINES RAIL SYSTEM
500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3100

RECORDATION NO. 8834-C
FILED 1425
APR -1 1982 -1 45 PM
INTERSTATE COMMERCE COMMISSION

March 30, 1982

LAW DEPARTMENT
Writer's direct
telephone line:

No. 2-091A018
Date APR. 1, 1982
Fee $. 10.00
ICC Washington, D. C.

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

Dear Madam Secretary:

I enclose four duly executed counterparts of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Supplemental Agreement dated as of March 15, 1982, a secondary document.

The primary document to which this Supplemental Agreement relates is recorded under Recordation No. 8834.

The name and address of the parties to the Supplemental Agreement are as follows:

Mercantile-Safe Deposit and Trust Company,
as Agent
Two Hopkins Plaza
Baltimore, Maryland 21203

Louisville and Nashville Railroad Company
500 Water Street
Jacksonville, Florida 32202

A description of the equipment covered by the document is as follows:

Eight 100-ton open top hopper cars bearing road numbers L&N 552151, 552181, 552182, 552183, 552184, 552185, 552186 and 552187.

A fee of $10.00 is enclosed.

Please return the recorded counterparts of the enclosed document not needed by the Commission for recordation to:

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
500 Water Street
Jacksonville, Florida 32202.

A short summary of the enclosed document to appear in the index is as follows:

CSA and Assignment are amended to include 8 100-ton open top hopper cars bearing road numbers L&N 552151, 552181, 552182, 552183, 552184, 552185, 552186 and 552187.

Very truly yours,

David M. Yearwood

David M. Yearwood
General Attorney

RECORDATION NO. 8834-C Filed 1425
APR - 1 1982 - 1 45 PM
INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of March 15, 1982 by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Mercantile", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of April 1, 1977, hereinafter called the "Conditional Sale Agreement", between Bethlehem Steel Corporation and Pullman Incorporated (Pullman Standard Division) (therein and herein collectively called "Vendor"), and the Railroad, it was agreed, among other things, that the Vendor would construct, sell and deliver to the Railroad and the Railroad would buy from the Vendor and accept delivery thereof and pay for 600 100-ton open top hopper cars and 150 100-ton covered hopper cars, hereinafter called the "Equipment", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of April 1, 1977, hereinafter called the "Assignment", between the Vendor and Mercantile, the Vendor sold, assigned, transferred and set over to Mercantile, its successors and assigns, all their respective right, title and interest in and to the Equipment and the Conditional Sale Agreement (except certain rights excluded as set forth in Section 1 of the Assignment); and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act, on May 27, 1977, and assigned Recordation No. 8834; and

WHEREAS, Article 8 of the Conditional Sale Agreement requires the Railroad to pay to Mercantile the Casualty Value of Equipment suffering a Casualty Occurrence, and authorizes the Railroad to direct such sum to be applied toward the cost of other standard gauge railroad equipment first put into service no earlier than the date of the Conditional Sale Agreement, to replace the Equipment suffering a Casualty Occurrence; and

WHEREAS, there is on deposit with Mercantile the sum of $318,400.41, the Casualty Value of Equipment suffering a Casualty Occurrence;

NOW, THEREFORE, in consideration of the premises, the Railroad does hereby direct that the sum on deposit be applied toward the cost of eight 100-ton open top hopper cars bearing the Railroad's road numbers 552151, 552181, 552182, 552183, 552184, 552185, 552186 and 552187, hereinafter called the "replacement equipment", being standard gauge railroad equipment first put into service after January 1, 1981 and having a cost as of the date hereof of $338,888, and the Railroad agrees to sell, assign, transfer and set over unto Mercantile the replacement equipment.

The Conditional Sale Agreement and the Assignment are hereby amended to subject the replacement equipment to the terms and conditions of the Conditional Sale Agreement and Assignment and to include such equipment in the term "Equipment" as used therein.

The Railroad will cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

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, Mercantile and the Railroad, pursuant to due corporate authority, have caused this Supplemental Agreement 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, as Agent

By _____

Assistant Vice President

(Corporate Seal)

ATTEST:

ASSISTANT Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By _____
Director of Finance

(Corporate Seal)

ATTEST:

David M. Yearwood
Attesting Officer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this day 30th of March, 1982, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is 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.

Patricia A. Shilow
Notary Public

My Commission expires 7-1-82.

(Notarial Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 26th day of March, 1982, before me personally appeared David D. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance 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.

Susan E. Carr
Notary Public

Notary Public, State of Florida
My Commission Expires March 16, 1986
Bonded thru Troy Fain Insurance, Inc.

My Commission expires .

(Notarial Seal)