



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40201 • NOV 10 12 15 PM '76

LAW DEPARTMENT

November 9, 1976 I. C. C. FEE OPERATION BR. CHAUNCEY E. BRUMMER ATTORNEY

6-317A023 RECORDATION NO. 8464-A Filed & Recorded

NOV 10 1976 NOV 10 1976 - 12 20 PM

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

Fee \$ 10 - INTERSTATE COMMERCE COMMISSION
ICC Washington, D. C.

Dear Mr. Secretary:

There is transmitted to you herewith for filing and recordation, pursuant to Section 20c of the Interstate Commerce Act, counterparts of an Amendment Agreement dated as of October 15, 1976, between Thrall Car Manufacturing Company, whose address is P. O. Box 218, Chicago Heights, Illinois 60411, and Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40201.

This Amendment Agreement amends that Conditional Sale dated as of June 15, 1976 between Thrall Car Manufacturing Company and Louisville and Nashville Railroad Company which was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on September 7, 1976 and assigned Recordation Number 8464.

The purpose of this Amendment Agreement is to amend the Conditional Sale Agreement to read in accordance with the changes specified on page 2 of the Amendment Agreement. The Agreement and Assignment is amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth therein.

Attached hereto is a draft in the amount of \$10.00 payable to the Treasurer of the United States covering the recordation fee for said Amendment Agreement.

This letter of transmittal is signed by an officer of 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 Amendment Agreement to:

Mr. Chauncey E. Brummer  
Attorney  
Louisville and Nashville Railroad Company  
908 W. Broadway  
Louisville, Kentucky 40201

Respectfully yours,

Louisville and Nashville Railroad Company

By

A handwritten signature in cursive script, appearing to read "Chauncey E. Brummer", is written over a horizontal line.

Chauncey E. Brummer  
Attorney

RECORDATION NO. 8464-A Filed & Recorded

NOV 10 1976 12 20 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of October 15, 1976 among THRALL CAR MANUFACTURING COMPANY (hereinafter called the Builder), LOUISVILLE AND NASHVILLE RAILROAD COMPANY (hereinafter called the Railroad) and CITIBANK, N. A. (hereinafter called the Assignee).

WHEREAS, by a Conditional Sale Agreement dated as of June 15, 1976 (hereinafter called the Conditional Sale Agreement) between the Builder and the Railroad, the Builder agreed to construct, sell and deliver to the Railroad, and the Railroad agreed to purchase the equipment described in Schedule B thereto; and

WHEREAS, by an Agreement and Assignment dated as of June 15, 1976 (hereinafter called the Assignment) between the Builder and the Assignee, the Builder assigned, transferred and set over unto the Assignee all of its rights, title and interest in and to the Conditional Sale Agreement; 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 September 7, 1976 and assigned Recordation No. 8464; and

WHEREAS, the parties thereto desire to amend the Conditional Sale Agreement and Assignment as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The penultimate sentence of the fourth grammatical paragraph of Article 4 of the Conditional Sale Agreement is amended to read in its entirety as follows:

"Such interest shall be payable, to the extent accrued, on each January 20, April 20, July 20 and October 20, commencing April 20, 1977."

2. Item 4 of Schedule A to the Conditional Sale Agreement is amended to read in its entirety as follows:

"Alternate Base Rate is the greater of the fluctuating Base Rate of Citibank in effect from time to time on 90 day loans to substantial and responsible commercial borrowers or 1/2 of 1% above the latest three-week moving average interest rate payable on 90-119 day dealer-placed commercial paper as published weekly by the Federal Reserve Bank of New York, or if such publications shall be suspended or terminated, such three-week moving average interest rate determined by Citibank on the basis of quotations received by it from three New York commercial paper dealers of recognized standing, in each case adjusted to the nearest (or if none, to the next higher) 1/4 of 1%."

3. The references to the Conditional Sale Agreement in the Assignment are hereby amended to incorporate the Conditional Sale Agreement as amended herein.

Except as amended hereby, the Conditional Sale Agreement and Assignment shall remain unaltered and in full force and effect.

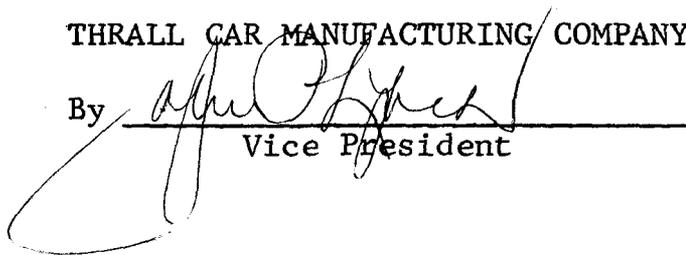
The Railroad will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

This Amendment Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same Agreement, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective corporate names by their respective officers, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

THRALL CAR MANUFACTURING COMPANY

By

  
Vice President

(Corporate Seal)

  
Assistant Secretary



COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

On this 26<sup>th</sup> day of October, 1976, before me personally appeared M. H. Stew, 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.

Sharon W. Bowles  
Notary Public

(Notarial Seal)

My Commission expires July 26, 1978.

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF NEW YORK )

On this \_\_\_\_\_ day of October, 1976, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a Vice President of Citibank, N. A., 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

(Notarial Seal)

My Commission expires \_\_\_\_\_.

AMENDMENT AGREEMENT dated as of October 15, 1976 among THRALL CAR MANUFACTURING COMPANY (hereinafter called the Builder), LOUISVILLE AND NASHVILLE RAILROAD COMPANY (hereinafter called the Railroad) and CITIBANK, N. A. (hereinafter called the Assignee).

WHEREAS, by a Conditional Sale Agreement dated as of June 15, 1976 (hereinafter called the Conditional Sale Agreement) between the Builder and the Railroad, the Builder agreed to construct, sell and deliver to the Railroad, and the Railroad agreed to purchase the equipment described in Schedule B thereto; and

WHEREAS, by an Agreement and Assignment dated as of June 15, 1976 (hereinafter called the Assignment) between the Builder and the Assignee, the Builder assigned, transferred and set over unto the Assignee all of its rights, title and interest in and to the Conditional Sale Agreement; 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 September 7, 1976 and assigned Recordation No. 8464; and

WHEREAS, the parties thereto desire to amend the Conditional Sale Agreement and Assignment as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The penultimate sentence of the fourth grammatical paragraph of Article 4 of the Conditional Sale Agreement is amended to read in its entirety as follows:

"Such interest shall be payable, to the extent accrued, on each January 20, April 20, July 20 and October 20, commencing April 20, 1977."

2. Item 4 of Schedule A to the Conditional Sale Agreement is amended to read in its entirety as follows:

"Alternate Base Rate is the greater of the fluctuating Base Rate of Citibank in effect from time to time on 90 day loans to substantial and responsible commercial borrowers or 1/2 of 1% above the latest three-week moving average interest rate payable on 90-119 day dealer-placed commercial paper as published weekly by the Federal Reserve Bank of New York, or if such publications shall be suspended or terminated, such three-week moving average interest rate determined by Citibank on the basis of quotations received by it from three New York commercial paper dealers of recognized standing, in each case adjusted to the nearest (or if none, to the next higher) 1/4 of 1%."

3. The references to the Conditional Sale Agreement in the Assignment are hereby amended to incorporate the Conditional Sale Agreement as amended herein.

Except as amended hereby, the Conditional Sale Agreement and Assignment shall remain unaltered and in full force and effect.

The Railroad will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

This Amendment Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same Agreement, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective corporate names by their respective officers, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

THRALL CAR MANUFACTURING COMPANY

By \_\_\_\_\_  
Vice President

(Corporate Seal)

\_\_\_\_\_  
Assistant Secretary



COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

On this 26<sup>th</sup> day of October, 1976, before me personally appeared N. H. Stier, 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.

Sharon W. Bowles  
Notary Public

(Notarial Seal)

My Commission expires July 26, 1978.

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF NEW YORK )

On this 5<sup>th</sup> day of ~~October~~ <sup>November</sup>, 1976, before me personally appeared Barnaby C. F. Blah, to me personally known, who, being by me duly sworn, says that he is a Vice President of Citibank, N. A., 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.

Barnaby C. F. Blah  
Notary Public

(Notarial Seal)

My Commission expires \_\_\_\_\_.