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RECORDATION NO. \_\_\_\_\_ Filed & Recorded

Counterpart No. 4  
Of 5 Counterparts

FEB 15 1973 - 10 40 AM

THIS SUPPLEMENTAL ~~TA~~ <sup>COMMERCE COMMISSION</sup> AGREEMENT, dated as of February 1, 1973, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Maryland, as Agent under that Finance Agreement dated as of February 15, 1970, hereinafter called "Agent", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Railroad Company";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of February 15, 1970, hereinafter called "Conditional Sale Agreement", by and between Pullman Incorporated (Pullman-Standard division) and Greenville Steel Car Company, hereinafter collectively called "Vendors", and the Railroad Company, as Vendee, the Vendors agreed to construct, sell and deliver to the Railroad Company, on the terms and conditions as therein set forth, the cars described therein; and

WHEREAS, by an Agreement and Assignment dated as of February 15, 1970, hereinafter called "Assignment", the Vendors sold, assigned, transferred and set over unto the Agent, its successors and assigns, all their right, title and interest under the Conditional Sale Agreement; and

WHEREAS, said Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, on May 8, 1970 at 12:45 P. M. and assigned Recordation Number 5709; and

WHEREAS, interest under the Conditional Sale Agreement on the unpaid Deferred Purchase Price on each car represented by the semi-annual installments of the Deferred Purchase Price serially numbered 1 through 15 is computed at the "prime rate" plus 1/4 of 1% per annum; and

WHEREAS, the "prime rate" is defined in Section 2(A) as follows:

"The 'prime rate' is defined as the lowest rate in effect by the majority of the seven (7) largest New York City banks to substantial and responsible borrowers for short-term loans. In the event that, from time to time, the prime rate shall have been changed by a majority of said New York City banks, then, for purposes herein, the prime rate shall be deemed to be the changed rate, to become effective on the effective date of such change announced by a majority of said banks."

and;

WHEREAS, because the computation of interest on the semi-annual installments of the Deferred Purchase Price serially numbered 1 through 15 has become an unduly complicated and onerous task due to the frequent changes in the defined

prime rate, the Agent and the Railroad have agreed, with the express consent of the Investors named in Exhibit A to that Finance Agreement dated as of February 15, 1970, to redefine the term "prime rate" and to base it on the prime rate of the Third National Bank in Nashville.

NOW, THEREFORE, the Agent and the Railroad Company hereby agree to delete that portion of Section 2(A) of the Conditional Sale Agreement which reads as follows:

"The 'prime rate' is defined as the lowest rate in effect by the majority of the seven (7) largest New York City banks to substantial and responsible borrowers for short-term loans. In the event that, from time to time, the prime rate shall have been changed by a majority of said New York City banks, then, for purposes herein, the prime rate shall be deemed to be the changed rate, to become effective on the effective date of such change announced by a majority of said banks."

and to substitute therefor the following:

"For purposes hereof, the 'prime rate' is defined as the lowest rate in effect by the Third National Bank in Nashville to substantial and responsible borrowers for short-term loans. Each semi-annual payment of interest on the unpaid Deferred Purchase Price on each car represented by the semi-annual installments of the Deferred Purchase Price serially numbered 1 through 15 payable on and after June 1, 1973 shall be calculated based on the prime rate of the Third National Bank in Nashville in effect on the due date of the immediately preceding semi-annual interest payment."

The Railroad Company will cause this Supplemental Agreement to be filed and recorded in the office of the

Interstate Commerce Commission pursuant to the provisions of Section 20c of the Interstate Commerce Act, and will furnish to the Agent certificates or other evidence satisfactory of such filing and recordation.

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 Agent and the Railroad Company have caused these presents to be signed in their respective corporate names by duly authorized officers 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

By

W. B. Potter

Vice President

(Corporate Seal)

ATTEST:

T. R. Jones

Assistant Corporate Trust Officer



