

THIS SUPPLEMENTAL AGREEMENT, dated as of September 1, 1972, by and between CITIZENS FIDELITY BANK AND TRUST COMPANY, a national banking association organized and existing under the laws of the United States of America, as Agent under that Finance Agreement dated as of June 15, 1970, hereinafter called "Bank", 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 June 15, 1970, hereinafter called "Conditional Sale Agreement", by and between L&N Investment Corporation, therein and hereinafter called "Vendor", and the Railroad Company, as Vendee, the Vendor agreed to reconstruct, 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 June 15, 1970, hereinafter called "Assignment", the Vendor sold, assigned, transferred and set over unto the Bank, its successors and assigns, all its right, title and interest under the Conditional Sale Agreement; and

5803-a  
RECORDATION NO. \_\_\_\_\_ Filed & Recorded

JAN 31 1973 -9 45 AM

INTERSTATE COMMERCE COMMISSION

WHEREAS, said Conditional Sale Agreement and Assignment were filed and recorded (i) with the Recorder of the Parish of East Baton Rouge, Louisiana, on August 18, 1970, in Railroad Conditional Sale Book 40, Folio 395, and (ii) with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, on August 19, 1970 at 10:50 A. M. and assigned Recordation Number 5803; and

WHEREAS, interest under the Conditional Sale Agreement is computed at the "prime rate" plus 1/4 of 1% per annum; and

WHEREAS, the "prime rate" is defined in Section 2(B) 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 has become an unduly complicated and onerous task due to the frequent changes in the defined prime rate, the Bank and the Railroad have agreed, with the express consent of the Investors named in Exhibit A to that Finance Agreement dated as of

June 15, 1970, to redefine the term "prime rate" and to base it on the prime rate of Citizens Fidelity Bank and Trust Company.

NOW, THEREFORE, the Bank and the Railroad Company hereby agree to delete that portion of Section 2(B) 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:

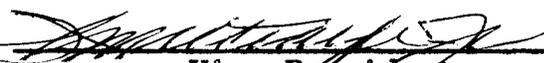
"For purposes hereof, the 'prime rate' is defined as the lowest rate in effect by Citizens Fidelity Bank and Trust Company to substantial and responsible borrowers for short-term loans. Each semi-annual payment of interest payable on and after January 1, 1973 shall be calculated based on the prime rate of Citizens Fidelity Bank and Trust Company 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 Bank 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 Bank 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.

CITIZENS FIDELITY BANK AND TRUST COMPANY, Agent

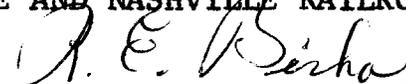
By   
Vice President

(Corporate Seal)

ATTEST:

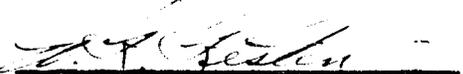
  
Assistant Secretary

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By   
Vice President

(Corporate Seal)

ATTEST:

  
Assistant Secretary

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
 COUNTY OF JEFFERSON )

The undersigned, a Notary Public for the Commonwealth and County aforesaid, certifies that, on the date hereinafter stated, personally appeared before me in said Commonwealth and County, James G. Metcalfe, Jr., to me personally known, who thereupon produced before me the foregoing instrument, and who, being by me duly sworn, says that he is Vice President of Citizens Fidelity Bank and Trust Company, Agent, a national banking association, that the seal affixed to said instrument is the corporate seal of said association, that said instrument was signed and sealed by him on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution and delivery of said instrument was the free act and deed of said association.

Witness my hand and notarial seal this 5th day of ~~August, 1972~~ January, 1973.

  
 Notary Public  
 Jefferson County, Kentucky

My Commission expires 12/73.

(Notarial Seal)

