

RECORDATION NO. 7777-A
Filed:

APR 1 1975

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of March 1, 1975, among BETHLEHEM STEEL CORPORATION ("Builder"), LOUISVILLE AND NASHVILLE RAILROAD COMPANY ("Railroad") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS, by a Conditional Sale Agreement dated as of October 15, 1974 ("Agreement") by and between the Builder and the Railroad, it was agreed, among other things, that the Builder would construct, sell and deliver to Railroad and Railroad would purchase from Builder, accept delivery thereof, and pay for the Equipment described therein; and,

WHEREAS, by an Agreement and Assignment ("Assignment") dated as of October 15, 1974 by and between the Builder and the Agent, Builder assigned, transferred and set over to Agent, its successors and assigns, all its right, title and interest, except as set forth therein, in and to the Equipment; and,

WHEREAS, the Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on January 17, 1975 and assigned Recordation Number 7777; and,

WHEREAS, Railroad desires to exclude six of the units of Equipment from the Agreement and the Assignment in accordance with the provisions of Article 4 of the Agreement; and,

WHEREAS, the specific units of Equipment which are to be excluded from the Agreement and the Assignment are:

<u>Description</u>	<u>Railroad Road Numbers</u>
80-ton open top hopper cars	L&N 520819
	L&N 520820
	L&N 520821
	L&N 520822
	L&N 520823
	L&N 520824

WHEREAS, the Builder and the Agent are agreeable to such exclusion;

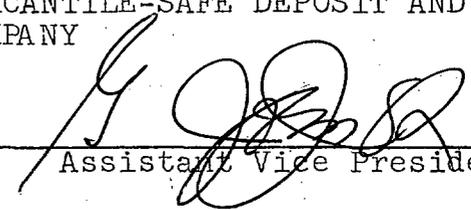
NOW THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto do hereby agree to the exclusion of the above-listed cars from the terms and conditions of the Agreement and the Assignment.

This instrument may be contemporaneously 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.

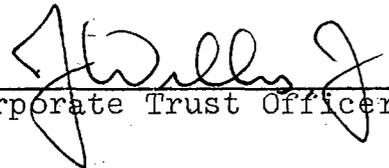
IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

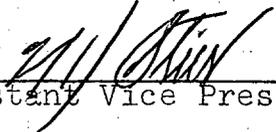
By


Assistant Vice President

(Corporate Seal)
ATTEST:


Corporate Trust Officer

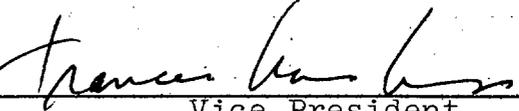
LOUISVILLE AND NASHVILLE RAILROAD
COMPANY

By 
Assistant Vice President

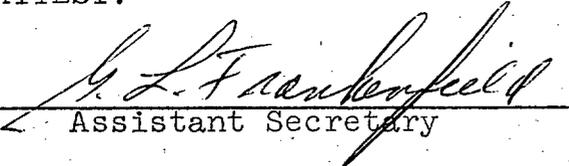
(Corporate Seal)
ATTEST:


Assistant Secretary

BETHLEHEM STEEL CORPORATION

By 
Vice President

(Corporate Seal)
ATTEST:


Assistant Secretary

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

}
SS:
}

On this *31st* day of March, 1975, before me personally appeared *M. 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.

Norma J. Jones

Notary Public

My Commission expires

March 4, 1977

(Notarial Seal)