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INTERSTATE COMMERCE COMMISSION  
AMENDMENT AGREEMENT dated as of

October 15, 1972, among LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a Kentucky corporation (hereinafter called the Railroad), FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a National Banking Association, as Agent under a Finance Agreement dated as of September 1, 1972 (hereinafter called the Agent), GENERAL MOTORS CORPORATION (Electro-Motive Division), a Delaware corporation (hereinafter called the Builder) and FIRST AMERICAN NATIONAL BANK OF NASHVILLE, a National Banking Association (hereinafter called the Company).

WHEREAS the Builder, the Company and the Railroad have entered into a Conditional Sale Agreement dated as of September 1, 1972 (hereinafter called the Conditional Sale Agreement), and the Builder and the Agent have entered into an Agreement and Assignment dated as of September 1, 1972 (hereinafter called the Assignment), and the Conditional Sale Agreement and the Assignment have been filed and recorded with the Interstate Commerce Commission pursuant

to Section 20c of the Interstate Commerce Act on September 21, 1972, Recordation No. 6744; and

WHEREAS the Company and the Railroad have entered into a Lease of Equipment dated as of September 1, 1972 (hereinafter called the Lease), which has been filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on September 21, 1972, Recordation No. 6744-A; and

WHEREAS the name of the Company has been incorrectly set forth in the Conditional Sale Agreement, the Assignment and the Lease; and

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement, the Assignment and the Lease:

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

1. Wherever the name "FIRST AMERICAN NATIONAL BANK" appears in the Conditional Sale Agreement, the Assignment, the Lease, and all other documents or instruments delivered or to be delivered in connection with the execution and delivery thereof and the closings contemplated thereby, it shall be deemed to be the correct name of "FIRST AMERICAN NATIONAL BANK OF NASHVILLE".

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

3. 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.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

LOUISVILLE AND NASHVILLE RAILROAD COMPANY,

by

*C. H. Edwards*  
Secretary Treasurer

[Corporate Seal]

Attest:

*A. G. Gester*  
Assistant Secretary

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Agent.

by

*Thomas C. [Signature]*  
Vice President

[Corporate Seal]

Attest:

*L. D. [Signature]*  
Assistant Secretary  
Trust Officer

GENERAL MOTORS CORPORATION  
(Electro-Motive Division),

*gms*

by

*J. S. Samuel*  
Vice President

[Corporate Seal]

Attest:

*W. A. Thomas*  
Assistant Secretary

FIRST AMERICAN NATIONAL BANK OF  
NASHVILLE,

by

*Joe E. Eda*  
Vice President

[Corporate Seal]

Attest:

*Jeanette N. McNeil*  
~~Assistant Secretary~~ *cashier*

STATE OF KENTUCKY,     )  
                                  ) ss.:  
COUNTY OF JEFFERSON, )

On this            day of November 1972, before me personally appeared C. Hayden Edwards, to me personally known, who, being by me duly sworn, says that he is the Secretary-Treasurer 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.

*Virginia Stevenson*  
Notary Public

[NOTARIAL SEAL]

*My Commission Expires March 19, 1972.*

STATE OF UTAH,            )  
                                  ) ss.:  
COUNTY OF SALT LAKE, )

On this 13 day of November 1972, before me personally appeared *Thomas C. Cuthbert* to me personally known, who, being by me duly sworn, says that he is a Vice President of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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 a free act and deed of said corporation.

*Peggy Ann Kerksich*  
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Notary Public

[NOTARIAL SEAL]

My Commission Expires Nov. 10, 1976

STATE OF ILLINOIS, )  
                          ) ss.:  
COUNTY OF COOK,     )

On this *9th* day of November 1972, before me personally appeared B. B. Brownell, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), 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.

*Zula C. Clair*  
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Notary Public

My Commission expires:     JULY 11, 1976

[NOTARIAL SEAL]

