

OCT 24 1975-9 30 AM

INTERSTATE COMMERCE COMMISSION
AMENDMENT AGREEMENT, dated as of October 1, 1975, among LOUISVILLE AND NASHVILLE RAILROAD COMPANY (hereinafter called the Railroad), BETHLEHEM STEEL CORPORATION (hereinafter called the Builder), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent (hereinafter called the Assignee).

WHEREAS the Railroad and the Builder have entered into a Conditional Sale Agreement dated as of May 1, 1975 (hereinafter called the Conditional Sale Agreement);

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment dated as of May 1, 1975 (hereinafter called the Assignment);

WHEREAS the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 2, 1975, at 12:40 p.m., and was assigned recordation number 7940;

WHEREAS the Assignment was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 23, 1975 at 9:30 a.m., and was assigned recordation number 7940-A;

WHEREAS certain units of railroad equipment listed in the Conditional Sale Agreement have not been delivered and

accepted pursuant to the terms thereof and are not subject thereto; and

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement to show the exclusion of such units for the public record;

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

1. The Conditional Sale Agreement is hereby amended to exclude from Schedule B thereto eight 80-ton open top hopper cars numbered 521334, 521373, 521403, 521438, 521447, 521495, 521496 and 521497.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth therein.

3. The Railroad will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement.

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

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,

[Corporate Seal]

by

[Signature]
Vice President

Attest:

[Signature]
ATTESTING OFFICER

BETHLEHEM STEEL CORPORATION,

[Corporate Seal]

by

[Signature]
Vice President

Attest:

[Signature]
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST, COMPANY, as agent,

[Corporate Seal]

by

[Signature]
Assistant Vice President

Attest:

[Signature]
Corporate Trust Officer

[Handwritten mark]

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

On this 21st day of October 1975, before me personally appeared N. H. Stier, to me personally known, who being by me duly sworn, says that he is Asst. 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.

Marvin J. Bavey
Notary Public

[Notarial Seal]

My Commission expires March 12, 1978

NOTARY PUBLIC, JEFFERSON COUNTY, KY.
MY COMMISSION EXPIRES MARCH 12, 1978

STATE OF PENNSYLVANIA,)
) ss.:
COUNTY OF LEHIGH,)

On this *9th* day of *October* 1975, before me personally appeared *A. M. Reed*, to me personally known, who being by me duly sworn, says that he is Vice President of BETHLEHEM STEEL CORPORATION, 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.

Lucy B. Kyle

Notary Public

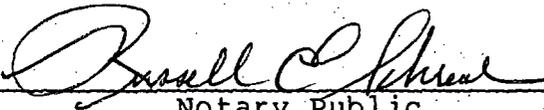
[Notarial Seal]

My Commission expires

My Commission Expires
August 14, 1978
City of Bethlehem
Lehigh County

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this *14th* day of *October* 1975, before me personally appeared **G. J. Johnston**, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company 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 company.



Notary Public

[Notarial Seal]
My Commission expires

RUSSELL E. SCHREIBER
NOTARY PUBLIC
My Commission Expires July 1, 19 *78*