

RECORDATION NO. 7940-A

MAY 27 1976 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of May 1, 1976, among BETHLEHEM STEEL CORPORATION ("Builder"), LOUISVILLE AND NASHVILLE RAILROAD COMPANY ("Railroad") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

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

WHEREAS, Builder and Agent entered into an Agreement and Assignment dated as of May 1, 1975 ("Assignment");

WHEREAS, the Conditional Sale Agreement and the Assignment were each filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 2, 1975 and assigned respectively Recordation Numbers 7940 and 7940-A;

WHEREAS, Railroad has, pursuant to Article 8 of the Conditional Sale Agreement, made to the Agent a Casualty Value payment in the amount of \$^{165,588.84}~~173,505.99~~ and has directed the *MSJ* Agent to use such funds toward the cost of the standard-gauge railroad equipment set forth in Exhibit A hereto;

WHEREAS, the parties hereto desire to amend the Conditional Sale Agreement by adding to Schedule A thereto the equipment set forth in Exhibit A hereto and as a consequence to subject said equipment to the terms and conditions of the Conditional Sale Agreement;

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

1. The Conditional Sale Agreement is hereby amended to add to Schedule A thereto the equipment set forth in Exhibit A hereto.
2. The Assignment is hereby amended to incorporate the aforesaid amendment to the Conditional Sale Agreement.
3. The Conditional Sale Agreement and the Assignment, except as amended hereby, shall otherwise remain unaltered and in full force and effect.
4. 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 this instrument to be executed as of the date first above written.

BETHLEHEM STEEL CORPORATION

By _____
Vice President

(Corporate Seal)

Attest:

Assistant Secretary

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By *[Signature]*
Assistant Vice President

(Corporate Seal)

Attest:

[Signature]
~~Assistant Secretary~~
ATTESTING OFFICER

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 26th day of May, 1976, before me personally appeared N. A. Stew, 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.

Sharon W. Bowler
Notary Public

My Commission expires July 26, 1978.

(Notarial Seal)

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

On this day of May, 1976, before me personally appeared, 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 and 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

My Commission expires

(Notarial Seal)

EXHIBIT A

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Railroad Road Nos. (Inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Time and Place of Delivery</u>
80-ton open top hopper car	HT	3400-440 12/5/75	Johnstown, Pennsylvania	7	521517- 521523	\$24,786.57	\$173,505.99	Prior to May 20, 1976 at Johns- town, Pa.

AMENDMENT AGREEMENT dated as of May 1, 1976, among BETHLEHEM STEEL CORPORATION ("Builder"), LOUISVILLE AND NASHVILLE RAILROAD COMPANY ("Railroad") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

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

WHEREAS, Builder and Agent entered into an Agreement and Assignment dated as of May 1, 1975 ("Assignment");

WHEREAS, the Conditional Sale Agreement and the Assignment were each filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 2, 1975 and assigned respectively Recordation Numbers 7940 and 7940-A;

WHEREAS, Railroad has, pursuant to Article 8 of the Conditional Sale Agreement, made to the Agent a Casualty Value payment in the amount of ^{165,588.84}~~\$179,505.99~~ and has directed the Agent to use such funds toward the cost of the standard-gauge railroad equipment set forth in Exhibit A hereto;

WHEREAS, the parties hereto desire to amend the Conditional Sale Agreement by adding to Schedule A thereto the equipment set forth in Exhibit A hereto and as a consequence to subject said equipment to the terms and conditions of the Conditional Sale Agreement;

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

1. The Conditional Sale Agreement is hereby amended to add to Schedule A thereto the equipment set forth in Exhibit A hereto.
2. The Assignment is hereby amended to incorporate the aforesaid amendment to the Conditional Sale Agreement.
3. The Conditional Sale Agreement and the Assignment, except as amended hereby, shall otherwise remain unaltered and in full force and effect.
4. 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 this instrument to be executed as of the date first above written.

BETHLEHEM STEEL CORPORATION

By W. L. Brighaw
Vice President

(Corporate Seal)

Attest:

R. A. Master
Assistant Secretary

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By _____
Assistant Vice President

(Corporate Seal)

Attest:

Assistant Secretary

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this day of May, 1976, before me personally appeared , 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.

Notary Public

My Commission expires

(Notarial Seal)

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

On this day of May, 1976, before me personally appeared , 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 and 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

My Commission expires

(Notarial Seal)

EXHIBIT A

Type	AAR Mechanical Designation	Builder's Specifi- cations	Builder's Plant	Quantity	Railroad Road Nos. (Inclusive)	Unit Base Price	Total Base Price	Time and Place of Delivery
80-ton open top hopper car	HT	3400-440 12/5/75	Johnstown, Pennsylvania	7	521517- 521523	\$24,786.57	\$173,505.99	Prior to May 20, 1976 at Johns- town, Pa.

AMENDMENT AGREEMENT dated as of May 1, 1976, among BETHLEHEM STEEL CORPORATION ("Builder"), LOUISVILLE AND NASHVILLE RAILROAD COMPANY ("Railroad") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

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

WHEREAS, Builder and Agent entered into an Agreement and Assignment dated as of May 1, 1975 ("Assignment");

WHEREAS, the Conditional Sale Agreement and the Assignment were each filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 2, 1975 and assigned respectively Recordation Numbers 7940 and 7940-A;

WHEREAS, Railroad has, pursuant to Article 8 of the Conditional Sale Agreement, made to the Agent a Casualty Value payment in the amount of ~~\$173,505.99~~ ^{\$165,588.84} and has directed the Agent to use such funds toward the cost of the standard-gauge railroad equipment set forth in Exhibit A hereto;

WHEREAS, the parties hereto desire to amend the Conditional Sale Agreement by adding to Schedule A thereto the equipment set forth in Exhibit A hereto and as a consequence to subject said equipment to the terms and conditions of the Conditional Sale Agreement;

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

1. The Conditional Sale Agreement is hereby amended to add to Schedule A thereto the equipment set forth in Exhibit A hereto.
2. The Assignment is hereby amended to incorporate the aforesaid amendment to the Conditional Sale Agreement.
3. The Conditional Sale Agreement and the Assignment, except as amended hereby, shall otherwise remain unaltered and in full force and effect.
4. 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 this instrument to be executed as of the date first above written.

BETHLEHEM STEEL CORPORATION

By _____
Vice President

(Corporate Seal)

Attest:

Assistant Secretary

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By _____
Assistant Vice President

(Corporate Seal)

Attest:

Assistant Secretary

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this day of May, 1976, before me personally appeared , 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.

Notary Public

My Commission expires

(Notarial Seal)

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

On this 26th day of May, 1976, 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 and 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

DOROTHY E. SCHARF
NOTARY PUBLIC

My Commission expires 7-1-78

My Commission Expires July 1, 1978

(Notarial Seal)

E X H I B I T A

<u>Type</u>	<u>Builder's Mechanical Designation</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Railroad Road Nos. (Inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Time and Place of Delivery</u>
80-ton open top hopper car	HT 3400-440 12/5/75	Johnstown, Pennsylvania	7	521517- 521523	\$24,786.57	\$173,505.99	Prior to May 20, 1976 at Johns- town, Pa.