



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 • TELEPHONE (502) 587-5772

OCT 21 1 55 PM '77
T.O.C.
FEE OPERATION NO.

LAW DEPARTMENT

October 11, 1977

CHAUNCEY E. BRUMMER
ATTORNEY

RECORDATION NO. 8600-A Filed & Recorded

OCT 21 1977 -2 05 PM

Mr. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

INTERSTATE COMMERCE COMMISSION

Dear Mr. Secretary:

There is transmitted to you herewith for filing and recordation, pursuant to Section 20c of the Interstate Commerce Act, counterparts of an Amendment Agreement dated as of October 1, 1977, among L&N Investment Corporation, whose address is 908 West Broadway, Louisville, Kentucky 40201, Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40201, and Citibank, N.A., whose address is 399 Park Avenue, New York, New York 10022.

This Amendment Agreement amends that Conditional Sale Agreement dated as of June 15, 1976, between L&N Investment Corporation and Louisville and Nashville Railroad Company and the Agreement and Assignment thereof between L&N Investment Corporation and Citibank, N.A., which were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on December 7, 1976, and assigned Recordation No. 8600.

The purpose of this Amendment Agreement is to extend the cutoff date for the purchase of equipment under the Conditional Sale Agreement and to postpone the repayment schedule.

Attached hereto is a draft in the amount of \$10.00 payable to the Treasurer of the United States covering the recordation fee for said Amendment Agreement.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

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Washington, D. C.

Charles
Stephen
Charles

After recordation, please return the recorded counterparts of said Amendment Agreement to:

Mr. Chauncey E. Brummer
Attorney
Louisville and Nashville Railroad Company
908 West Broadway
Louisville, Kentucky 40201

Respectfully yours,

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By



Chauncey E. Brummer
Attorney

RECORDATION NO. 8600-A
Filed & Recorded
OCT 21 1977 - 2 25 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of October 1977 among L&N INVESTMENT CORPORATION (hereinafter called the Builder), LOUISVILLE AND NASHVILLE RAILROAD COMPANY (hereinafter called the Railroad) and CITIBANK, N. A. (hereinafter called the Assignee).

WHEREAS, by a Conditional Sale Agreement dated as of June 15, 1976 (hereinafter called the Conditional Sale Agreement) between the Builder and the Railroad, the Builder agreed to construct, sell and deliver to the Railroad, and the Railroad agreed to purchase the equipment described in Schedule B thereto; and

WHEREAS, by an Agreement and Assignment dated as of June 15, 1976 (hereinafter called the Assignment) between the Builder and the Assignee, the Builder assigned, transferred and set over unto the Assignee all of its rights, title and interest in and to the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on December 7, 1976, and assigned Recordation No. 8600; and

WHEREAS, the parties thereto desire to amend the Conditional Sale Agreement and Assignment as set forth herein.

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

1. The fourth grammatical paragraph of Article 4 of the Conditional Sale Agreement is amended to read in its entirety as follows:

"The installments of the Conditional Sale Indebtedness payable pursuant to subparagraph (b) of the third paragraph of this Article 4 shall, except as provided in the sixth paragraph of this Article 4, be payable semiannually on each April 20 and October 20, commencing on October 20, 1978, to and including April 20, 1988. The unpaid portion of the Conditional Sale Indebtedness payable in installments on October 20, 1978, to and including October 20, 1979, shall bear interest from the respective Closing Dates on which such indebtedness was incurred at the Alternate Base Rate, as defined in item 4 of Schedule A hereto (hereinafter called the Alternate Base Rate), per annum. The unpaid portion of the Conditional Sale Indebtedness payable in installments on April 20, 1980, to and including October 20, 1982, shall bear interest from the respective closing dates on which such Indebtedness was incurred at the Alternate Base Rate, plus 1/4 of 1% per annum. The unpaid portion of the Conditional Sale Indebtedness payable in installments on April 20, 1983, to and including April 20, 1988, shall bear interest from the respective closing dates on which such Indebtedness was incurred at the Alternate Base Rate, plus 1/2 of 1% per annum. Such interest shall be payable quarterly, to the extent accrued, on each January 20, April 20, July 20, and October 20, commencing October 20, 1978. If any date for payment of principal or interest is not a business day, the payment otherwise payable on such date shall be payable on the next succeeding business day, the payment otherwise payable on such date shall be payable on the next succeeding business day and interest shall accrue to such succeeding business day."

2. The seventh grammatical paragraph of Article 4 of the Conditional Sale Agreement is amended to read in its entirety as follows:

"The Railroad will pay, to the extent legally enforceable, interest upon all amounts remaining

unpaid after the same shall have become due and payable pursuant to the terms hereof (i) at the Alternate Base Rate plus 1% per annum with respect to the installments of the Conditional Sale Indebtedness payable on October 20, 1978, to and including October 20, 1979, (ii) at the Alternate Base Rate plus 1-1/4% per annum with respect to the installments of the Conditional Sale Indebtedness payable on April 20, 1980, to and including October 20, 1982, and (iii) at the Alternate Base Rate plus 1-1/2% per annum with respect to the installments of the Conditional Sale Indebtedness payable on April 20, 1983, to and including April 20, 1988."

3. Item 2 of Schedule A of the Conditional Sale Agreement is hereby amended to read, "October 1, 1978."

4. The references to the Conditional Sale Agreement in the Assignment are hereby amended to incorporate the Conditional Sale Agreement as amended herein.

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

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.

This Amendment Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same Agreement, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective corporate

names by their respective officers, thereunto duly authorized,
and their respective corporate seals to be hereunto affixed,
duly attested, all as of the date first above written.

L&N INVESTMENT CORPORATION

By *Arthur R. Lopez*
President

(Corporate Seal)

W. D. Hoff
Attesting Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By *[Signature]*
Assistant Vice President

(Corporate Seal)

W. D. Hoff
Attesting Officer

CITIBANK, N. A.

By *Barbara*
Vice President

(Corporate Seal)

Peter J. Lovitaker
Account Officer

COMMONSEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On the 11th day of October, 1977, before me personally appeared R. 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.

Patricia A. Oglesby
Notary Public

NOTARY PUBLIC, STATE AT LARGE

My Commission expires My Commission Expires April 12, 1981

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On the 12th day of October, 1977, before me personally appeared Chester R. Lopez, to me personally known, who, being by me duly sworn, says that he is President of L&N Investment 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.

Patricia A. Oglesby
Notary Public

NOTARY PUBLIC, STATE AT LARGE

My Commission expires My Commission Expires April 12, 1981

