

RECORDATION NO. 8149-2 Filed & Recorded

JUN 25 1976 3 45 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of April 1, 1976, to SUBLEASE OF RAILROAD EQUIPMENT dated as of October 31, 1975 (hereinafter called the Sublease), between PLM-LOUISVILLE, INC., a California corporation (hereinafter called the Lessor), and LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation (hereinafter called the Lessee).

WHEREAS the parties hereto have heretofore entered into the Sublease, and the Sublease has been assigned to Continental Illinois National Bank and Trust Company of Chicago, as Trustee, under a Trust Agreement (hereinafter called the Trust Agreement) dated as of October 31, 1975 (hereinafter called the Owner), with International Paper Equipment Leasing Corporation (hereinafter called the Equity Investor), pursuant to an Assignment of Sublease and Agreement dated as of October 31, 1975, between the Owner and the Lessor and the Sublease has been reassigned by the Owner to Continental Illinois National Bank and Trust Company of Chicago, as Agent under a Participation Agreement dated as of October 31, 1975, among Professional Lease Management, Inc., the Lessor, the Lessee, the Owner, the Agent, the Equity Investor, and United Benefit Life Insurance Company (hereinafter called the Investor), pursuant to a Reassignment of Sublease and Agreement dated as of October 31, 1975, between the Owner and the Agent; and

WHEREAS the Lessee has consented to the Sublease Assignment pursuant to a Sublease Consent and Agreement (hereinafter called the Sublease Consent) and the Lessee has consented to the Reassignment of Sublease pursuant to a Reassignment of Sublease Consent and Agreement (hereinafter called the Reassignment of Sublease Consent); and

WHEREAS the parties hereto desire to amend the Sublease in certain respects as set forth more fully herein; and

WHEREAS all consents required from the Equity Investor, the Agent, and the Owner pursuant to the Trust Agreement, the Assignment of Sublease and Agreement, the Sublease Consent, the Reassignment of Sublease and Agreement, and the Reassignment of Sublease Consent, respectively, have been obtained pursuant to an amendment dated as of April 1, 1976 to the Participation Agreement;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter to be kept and performed by the Lessee, and the Lessor, the parties hereto hereby agree as follows:

1. The first paragraph of § 3 of the Sublease is amended and restated in its entirety to read as set forth below:

"§ 3. Rentals. The Lessee agrees to pay to the Lessor, as rental for each Unit subject to this Lease, (i) one payment on the Closing Date (as defined in Article 4 of the Security Documentation), and (ii) 180 monthly rental payments on the 15th day of each calendar month commencing January 15, 1976, to and including December 15, 1990. The rental payment payable on the Closing Date shall be in an amount equal to .0284% of the Purchase Price (as defined in Article 4 of the Security Documentation) of each Unit subject to this Lease for each day which will elapse from and including the Closing Date to January 15, 1976. The remaining 180 rental payments each shall be in an amount equal to 1.0% of the Purchase Price of each Unit then subject to this Lease."

2. The Lessee, at its own expense, will cause this 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 executed or caused this Agreement to be executed as of the date first above written.

PLM-LOUISVILLE, INC.,

by Mark C. Fitzgerald
President

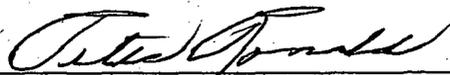
[Corporate Seal]

Attest:

Wm F. Bryant
Secretary

LOUISVILLE GAS AND ELECTRIC
COMPANY,

by



Vice President

[Corporate Seal]

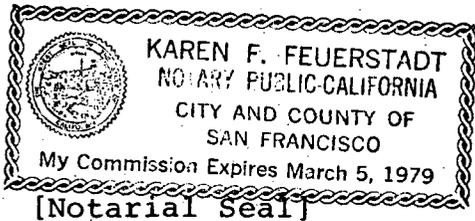
Attest:



Assistant Secretary

STATE OF CALIFORNIA,)
) ss.:
COUNTY OF SAN FRANCISCO,)

On this ^{April} 28th day of ~~March~~, 1976, before me personally appeared Mark C. Hungerford, to me personally known, who, being by me duly sworn says that he is President of PLM-LOUISVILLE, INC., 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.



Karen F. Feuerstadt
Notary Public

My Commission expires

March 5, 1979

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

On this ^{May}~~March~~ ^{April} 10th day of 1976, before me personally appeared J. R. Compton, to me personally known, who, being by me duly sworn says that he is Assistant Secretary of LOUISVILLE GAS AND ELECTRIC 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.

Linda C. Parrish
Notary Public

[Notarial Seal]

My Commission expires March 30, 1979