

7134-a

RECORDATION NO. _____ FILED & RECORDED

NOV 13 1973 -9 35 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of October 15, 1973, among Louisville and Nashville Railroad Company (hereinafter called the Railroad), General Motors Corporation (Electro-Motive Division) (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 July 1, 1973 (hereinafter called the Conditional Sale Agreement);

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment dated as of July 1, 1973 (hereinafter called the Assignment);

WHEREAS the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on August 13, 1973, at 9:35 a.m., and were assigned Recordation No. 7134; and

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties

hereto hereby agree as follows:

1. The first sentence of the third paragraph of Article 8 of the Model Conditional Sale Provisions (Part 1 of Annex A to the Conditional Sale Agreement), incorporated as Article 8 of the Conditional Sale Agreement, is hereby amended to read as follows:

"The Casualty Value of each unit of the Equipment (other than a replacement unit) shall be deemed to be that amount which bears the same ratio to the original Purchase Price thereof (less, in the event that the Railroad shall have made any payment or payments under the provisions of subparagraph (a) of the third paragraph of Article 4 hereof, an amount which bears the same ratio to the aggregate of all such payments as the original Purchase Price of such unit bears to the original aggregate Purchase Price of all the Equipment) as the unpaid Conditional Sale Indebtedness (without giving effect to any prepayments then or theretofore made pursuant to this Article 8) as of the date payment is made with respect to such Casualty Occurrence bears to the original Conditional Sale Indebtedness."

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.

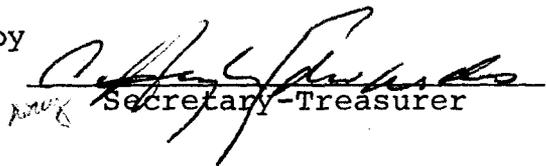
4. Except as amended hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

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,

by


Secretary-Treasurer

[Corporate Seal]

Attest:


Assistant Secretary

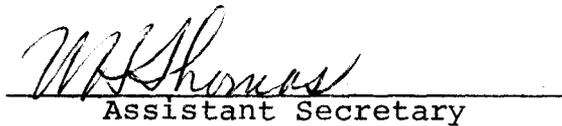
GENERAL MOTORS CORPORATION (Electro-Motive Division),

by


Vice President

[Corporate Seal]

Attest:


Assistant Secretary

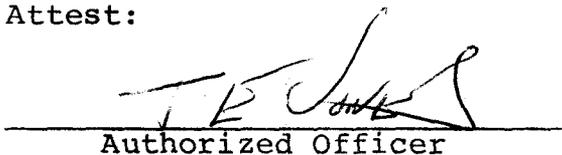
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

by


ASSISTANT Vice President

[Corporate Seal]

Attest:


Authorized Officer

