



LOUISVILLE & NASHVILLE RAILROAD COMPANY

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

LAW DEPARTMENT

March 28, 1978

CHAUNCEY E. BRUMMER
ATTORNEY

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

RECORDATION NO. *8684-13* Filed & Recorded
MAR 31 1978 -2 55 PM
INTERSTATE COMMERCE COMMISSION

RECEIVED
MAR 31 2 43 PM '78
CERTIFICATION UNIT

Dear Mr. Secretary:

There is transmitted to you herewith for filing and recordation, pursuant to Section 20c of the Interstate Commerce Act, duly executed counterparts of a Supplemental Agreement dated as of March 1, 1978, by and among Bethlehem Steel Corporation, whose address is Bethlehem, Pennsylvania 18016, Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203, and Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40203.

This Supplemental Agreement relates to that Conditional Sale Agreement dated as of January 15, 1977, among Bethlehem Steel Corporation, Greenville Steel Car Company and Louisville and Nashville Railroad Company, and the Agreement and Assignment thereof which were filed and recorded with the Interstate Commerce Commission on February 1, 1977, and assigned Recordation NO. 8684.

By this Supplemental Agreement, Louisville and Nashville Railroad Company, pursuant to Article 7 of the Conditional Sale Agreement, has paid to the Agent the Casualty Value for certain cars subject to the Conditional Sale Agreement which have suffered Casualty Occurrences, and has directed the Agent to use the total amount of such funds toward the cost of new standard gauge railroad equipment. This Supplemental Agreement amends the Conditional Sale Agreement and Assignment to add said equipment to the terms and conditions of the Conditional Sale Agreement and Assignment.

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

8-090A110

Date MAR 31 1978
Fee \$ 10-

ICC Washington, D. C.

C. H. Kuntze

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.

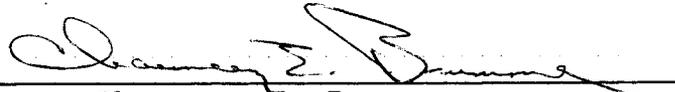
After recordation, please return recorded counterparts of said Supplemental Agreement to:

Mr. Chauncey E. Brummer
Attorney
Louisville and Nashville Railroad Company
908 West Broadway
Louisville, Kentucky 40203

Respectfully yours,

Louisville and Nashville Railroad Company

By:



Chauncey E. Brummer
Attorney

RECORDATION NO. 8684-B Filed & Recorded

Counterspart No. 1
Of 4 Countersparts

MAR 31 1978 -2 42 PM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of March 1, 1978, by and among BETHLEHEM STEEL CORPORATION (the "Builder"), a corporation duly organized and existing under the laws of the State of Delaware, MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent"), a corporation duly organized and existing under the laws of the State of Maryland, and LOUISVILLE AND NASHVILLE RAILROAD COMPANY (the "Railroad"), a corporation duly organized and existing under the laws of the Commonwealth of Kentucky,

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of January 15, 1977 (the "Conditional Sale Agreement") among Bethlehem Steel Corporation and Greenville Steel Car Company (the "Vendors") and the Railroad, each of the Vendors agreed to construct, sell and deliver to the Railroad, on the terms and conditions set forth therein, the cars described in Schedule A thereof; and

WHEREAS, by an Agreement and Assignment dated as of January 15, 1977 (the "Assignment"), among the Vendors and the Agent the Vendors sold, assigned, transferred and set over to the Agent all their rights, titles and interests under the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act on February 1, 1977, and assigned Recordation No. 8684; and

WHEREAS, pursuant to Article 7 of the Conditional Sale Agreement, the Railroad has paid to the Agent the sum of \$374,187.33 as the Casualty Value for

certain cars subject to the Conditional Sale Agreement which have suffered Casualty Occurrences, and has directed the Agent to use the total amount of such funds toward the cost of the new standard gauge railroad equipment described in Exhibit A hereto; and

WHEREAS, the parties hereto desire to amend the Conditional Sale Agreement and Assignment to subject the equipment set forth in Exhibit A hereto to the terms and conditions of the Conditional Sale Agreement and Assignment and to include said equipment in the term "Equipment" as used therein;

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

1. Schedule A of the Conditional Sale Agreement is hereby amended to add thereto the equipment set forth in Exhibit A hereto, and the Conditional Sale Agreement is further amended to include said equipment in the term "Equipment" as used in the Conditional Sale Agreement.

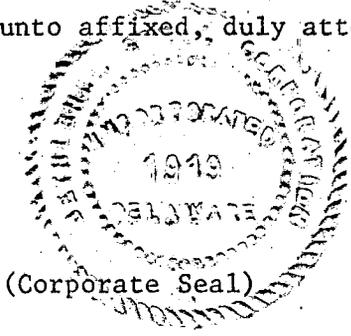
2. Pursuant to Section 1 of the Assignment, the Builder agrees to assign, transfer and set over to the Agent, its successors or assigns, upon delivery, acceptance and payment therefor pursuant to the Conditional Sale Agreement, all its right, title and interest in and to the equipment set forth in Exhibit A hereto and the Conditional Sale Agreement.

3. The Assignment is hereby amended to incorporate the amendments to the Conditional Sale Agreement set forth herein.

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

5. Upon execution of the parties hereto, the Railroad will promptly 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, pursuant to due corporate authority, have caused this Agreement to be executed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed, duly attested, as of the date first above written.



(Corporate Seal)

BETHLEHEM STEEL CORPORATION

By David A. ...
Vice President

Attest:

M. Humphreys
Assistant Secretary

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By [Signature]
Assistant Vice President

(Corporate Seal)

Attest:

[Signature]
Attesting Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By [Signature]
Assistant Vice President

(Corporate Seal)

Attest:

[Signature]
Authorized Officer

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF LEHIGH)

On this 20th day of March, 1978, before me personally appeared David Adams, IV, to me personally known, who, being by me duly sworn, says that he is a 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.

J. H. Vary
Notary Public

My Commission expires July 17, 1978.



COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

On this 17th day of March, 1978, before me personally appeared N. 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.

Sharon W. Bowles
Notary Public

My Commission expires July 26, 1978.

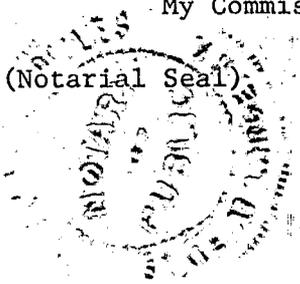


EXHIBIT A

Builder	Type	Designation	Builder's Specifications	Builder's Plant	Quantity	Unit Base Price	Total Base Price	L&N Road Numbers (Inclusive)	Estimated Time and Place of Delivery
Bethlehem Steel Corporation	100-ton open top quadruple hopper cars	HT	3400-479 dated January 3, 1978	Johnstown, Pennsylvania	13	\$30,200	\$392,600	198800-198812	March, 1978; Johnstown, Pennsylvania

AAR

Mechanical

Builder's

Builder's

Quantity

Unit Base Price

Total Base Price

L&N Road Numbers (Inclusive)

Estimated Time and Place of Delivery