

WILMER, CUTLER & PICKERING

1666 K STREET, N. W.

WASHINGTON, D. C. 20006

CABLE ADDRESS: WICRNG WASH., D. C.

INTERNATIONAL TELEX: 440-239

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CABLE ADDRESS: WICRNG LONDON

BARBARA E. BERGMAN

STEWART A. BLOCK

LACKLAND H. BLOOM, JR.

ALAN N. BRAVERMAN

LYNN BREGMAN

DANIEL L. BRENNER

RICHARD G. BURT

RICHARD W. CASS

JOHN F. COONEY

MICHELE B. CORASH

MARY CAROLYN COX

PATRICIA D. DOUGLASS

STEPHEN P. DOYLE

JAMES R. FARRAND

NANCY C. GARRISON

MARK L. GERCHICK

NEAL M. G. BERG

CORNELL J. GOLDEN, JR.

EDWARD M. HANCOCK

ALLEN H. HARRISON, JR.

ALAN S. HARRISON

DAVID R. JOHNSON

JAMES S. KILBRETH, III

WILLIAM J. KOLASKY, JR.

CANDACE S. KOVACIC

VICKI E. LAND

DONALD C. LANGEVOORT

GERALD J. LAPORTE

CHRISTOPHER R. LIPSETT

RICHARD A. LOWE

ROBERT A. MAJOR, JR.

BRUCE MAXIMOV

MARY A. MCREYNOLDS

LOWELL B. MILLER

WILLIAM J. PERLSTEIN

PHILLIP L. RADOFF

WILLIAM R. RICHARDSON, JR.

RENÉ TOWNSEND ROBINSON

JOHN ROUNSAVILLE, JR.

MICHAEL S. SCHOOLER

GAIL F. SCHULZ

KAREN KOSER SCHWARTZ

ARTHUR B. SPITZER

ALAN B. STERNSTEIN

ARTHUR M. WEISBURD

CAROL DRESCHER WEISMAN

ALAN S. WEITZ

ALEXANDER F. WILES

ANN O. WILLIAMS

ROBERT G. WILSON

ROGER M. WITTEN

LLOYD N. CUTLER
JOHN H. PICKERING
HUGH R. H. SMITH
J. ROGER WOLLENBERG
CHARLES C. GLOVER, III
MARSHALL HORNBLOWER
HENRY T. RATHBUN
REUBEN CLARK
SAMUEL J. LANAHAN
A. A. SOMMER, JR.
WILLIAM R. PERLIK
SAMUEL A. STERN
ARNOLD M. LERMAN
ROBERT P. STRANAHAN, JR.
MAX O. TRUITT, JR.
JOEL ROSENBLUM
HOWARD P. WILLENS
ANDREW T. A. MACDONALD
ROBERT A. HAMMOND, III
DANIEL K. MAYERS
TIMOTHY B. DYK
DAVID R. ANDERSON
J. RODERICK HELLER, III
ARTHUR F. MATHEWS

JAMES S. CAMPBELL
DENNIS M. FLANNERY
JAMES ROBERTSON
RAYMOND C. CLEVINGER, III
LOUIS R. COHEN
MICHAEL R. KLEIN
STEPHEN A. WEISWASSER
TIMOTHY N. BLACK
SALLY KATZEN
F. DAVID LAKE, JR.
PAUL J. MODE, JR.
STEPHEN F. BLACK
C. BOYDEN GRAY
RONALD J. GREENE
JAY F. LAPIN
GARY D. WILSON
C. LORING JETTON, JR.
WILLIAM T. LAKE
MICHAEL L. BURACK
MICHAEL S. HELFER
NEIL J. KING
ROBERT B. MCCAW
A. DOUGLAS MELAMED

EZEKIEL G. STODDARD
ARTHUR Z. GARDINER, JR.
COUNSEL

RECORDATION NO. 8849-1

March 1, 1978

RECORDATION NO. 8849-1

MAR 1 1978 - 4 25 PM

MAR 1 1978 - 4 25 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Dear Mr. Homme:

On behalf of Louisville and Nashville Railroad Company, there are submitted for filing and recording under Section 20c of the Interstate Commerce Act two (2) counterparts each of the following two documents, both to be numbered with the next two available letters under Recordation No. 8849:

- 1. Amendment to Reconstruction and Conditional Sale Agreement dated as of February 1, 1978 to the Reconstruction and Conditional Sale Agreement (RCSA) dated as of March 1, 1977 and recorded with the Interstate Commerce Commission June 8, 1977 under Recordation No. 8849.

The parties to this Amendment are

First Security Bank of Utah, N.A. - Agent
Salt Lake City, Utah

L&N Investment Corporation - Builder
Louisville, Kentucky

American Security Bank. N.A. - Trustee
Washington, D.C.

This Amendment gives effect to a new delivery date and cutoff date for the remaining 61 units of Equipment as listed in the RCSA, and except as so amended the RCSA shall remain unaltered and in full force and effect.

RECEIVED

MAR 1 4 21 PM '78

CERTIFICATION UNIT

8-063A130

WILMER, CUTLER & PICKERING, D. C.

Gene H. Thornhill

(C) Custody

2

2. Amendment to Lease of Railroad Equipment dated as of February 1, 1978 to the Lease of Railroad Equipment (Lease) dated as of March 1, 1977 and recorded with the Interstate Commerce Commission June 8, 1977 under Recordation No. 8849-A, which Lease was subject to the Assignment recorded also with the Interstate Commerce Commission June 8, 1977 under Recordation 8849-B.

The parties to this Amendment are

Louisville and Nashville Railroad Company
- Lessee
Louisville, Kentucky

American Security Bank, N.A. - Trustee-Lessor
Washington, D.C.

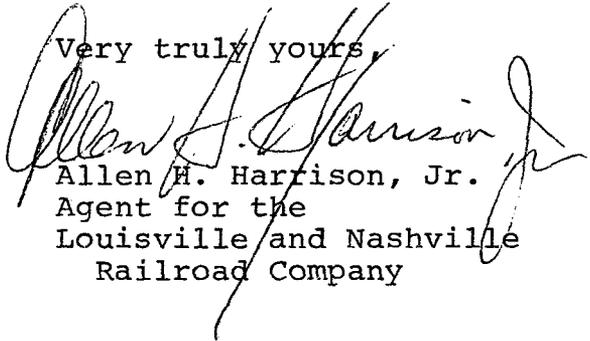
Westinghouse Credit Corporation

The Amendment provides for a payment schedule and other relevant changes for the remaining 61 Units as listed in the Lease and except as so amended, the Lease shall remain unaltered and in full force and effect.

Enclosed is our firm's check for \$20.00 in payment of the recording fee.

Once the filings have been made please return to bearer the stamped counterparts of each of the two documents not required for filing purposes, the fee receipt and the letter from the Interstate Commerce Commission acknowledging the filings, together with the extra copies of this letter of transmittal.

Very truly yours,


Allen H. Harrison, Jr.
Agent for the
Louisville and Nashville
Railroad Company

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

Encs.

BY HAND

Interstate Commerce Commission

Washington, D.C. 20423

3/1/78

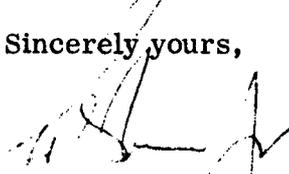
OFFICE OF THE SECRETARY

**Allen H. Harrison, Jr.
Wilmer, Cutler & Pickering
1666 K. Street, N.W.
Washington, D.C. 20006**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **3/1/78** at **4:25pm**, and assigned recordation number(s) **8849-II & 8849-I**

Sincerely yours,


**H.G. Homme, Jr.
Acting Secretary**

Enclosure(s)

SE-30-T
(6/77)

Notes

NS#5

RECORDATION NO. 8849-4 Filed & Recorded

MAR 1 1978 -4 22 PM

INTERSTATE COMMERCE COMMISSION
AMENDMENT TO RECONSTRUCTION AND CONDI-

TIONAL SALE AGREEMENT dated as of February 1, 1978, among FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity but solely as Agent (hereinafter called the Agent), L&N INVESTMENT CORPORATION (hereinafter called the Builder) and AMERICAN SECURITY BANK, N.A., not in its individual capacity but solely as Trustee (hereinafter called the Trustee), under a Trust Agreement dated as of March 1, 1977, with Westinghouse Credit Corporation.

WHEREAS the parties hereto have entered into a Reconstruction and Conditional Sale Agreement dated as of March 1, 1977 (hereinafter called the RCSA);

WHEREAS the RCSA was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 8, 1977, at 10:55 a.m., and assigned Recordation No. 8849;

WHEREAS 28 units of Equipment out of a total of 89 units of Equipment as described in Schedule A to the RCSA have been delivered pursuant to the RCSA and settled for on October 20, 1977, and the remaining 61 units of Equipment

have been delivered on or before December 31, 1977, with settlement therefor to be made on February 28, 1978; and

WHEREAS the parties hereto now desire to amend the RCSA to give effect to the new delivery date and cut-off date for such remaining 61 units of Equipment.

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

1. Article 2 of the RCSA, in the first paragraph, lines 2 and 12 at page 3 thereof is hereby amended by deleting "October 1, 1977" and inserting in its place "December 31, 1977".

2. Article 3 of the RCSA, in the second paragraph, line 6 at page 5 thereof is hereby amended by deleting "October 20, 1977" and inserting in its place "February 28, 1978".

3. The first two sentences of the fourth paragraph of Article 3 of the RCSA at page 6 thereof are hereby deleted in their entirety and the following inserted in their place:

"The installments of the Conditional Sale Indebtedness shall be payable on each April 20 and October 20 commencing (i) April 20, 1978, to and including October 20, 1987, for Equipment delivered on or before October 20, 1977 (hereinafter in this paragraph called the October Equipment), (ii) October 20, 1978, to and including April 20, 1988, for Equipment delivered on or before December 31, 1977 (hereinafter in this paragraph called

the December Equipment), or, if any such date is not a business day, on the next succeeding business day), each such date being hereinafter called a Payment Date. The unpaid balance of the Conditional Sale Indebtedness shall bear interest from the Closing Date upon which such Conditional Sale Indebtedness was incurred at the rate of 9.375% per annum, and such interest shall be payable, to the extent accrued, on October 20, 1977, for the October Equipment and April 20, 1978, for the December Equipment and each such Payment Date."

4. Schedule I of the RCSA is hereby amended as shown in Appendix A hereto.

5. Except as amended hereby, the RCSA shall remain unaltered and in full force and effect.

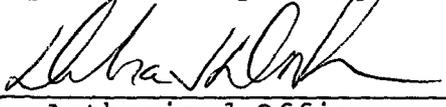
6. The Builder will promptly cause this Amendment to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

7. This Amendment 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 instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers and their corporate seals to be hereunto affixed, duly

attested, as of the date first above written.

FIRST SECURITY BANK OF UTAH,
N.A., not in its individual
capacity but solely as Agent,

by 

Authorized Officer
DEBRA J. DORFMAN
TRUST ADMINISTRATOR

[Corporate Seal]

Attest:


Authorized Officer

L&N INVESTMENT CORPORATION,

by _____
President

[Corporate Seal]

Attest:

Attesting Officer

AMERICAN SECURITY BANK, N.A.,
not in its individual capacity
but solely as Trustee,

by _____
Vice President

[Corporate Seal]

Attest:

Assistant Secretary

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this 27 day of February 1978, before me personally appeared DEBRA J. DORFMAN, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.


Notary Public
My Commission Expires November 15, 1981

[Notarial Seal]

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

On this day of February 1978, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice 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.

Notary Public
My Commission Expires November 15, 1981

[Notarial Seal]

DISTRICT OF COLUMBIA,) ss.:

On this day of February 1978, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Notary Public

[Notarial Seal]

SCHEDULE I *

Allocation Schedule of Each
\$1,000,000 of Conditional
Sale Indebtedness

<u>Date</u>	<u>Total Payment</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Principal Balance (After Payment)</u>
October 20, 1977	[none due]	--	--	\$1,000,000.00
April 20, 1978	\$82,896.36	\$46,875.00	\$36,021.36	963,978.64
October 20, 1978	82,896.36	45,186.50	37,709.86	926,268.78
April 20, 1979	82,896.36	43,418.85	39,477.51	886,791.27
October 20, 1979	82,896.36	41,568.34	41,328.02	845,463.25
April 20, 1980	82,896.36	39,631.09	43,265.27	802,197.98
October 20, 1980	82,896.36	37,603.03	45,293.33	756,904.65
April 20, 1981	82,896.36	35,479.91	47,416.45	709,488.20
October 20, 1981	82,896.36	33,257.26	49,689.10	659,849.10
April 20, 1982	82,896.36	30,930.43	51,965.93	607,883.17
October 20, 1982	80,729.12	28,494.52	52,234.60	555,648.57
April 20, 1983	80,729.12	26,046.03	54,683.09	500,965.48
October 20, 1983	77,046.17	23,482.76	53,563.41	447,402.07
April 20, 1984	77,046.17	20,971.97	56,074.20	391,327.87
October 20, 1984	72,905.75	18,343.49	54,562.26	336,765.61
April 20, 1985	72,905.75	15,785.89	57,119.86	279,645.75
October 20, 1985	68,727.40	13,108.39	55,619.01	224,026.74
April 20, 1986	68,727.40	10,501.25	58,226.15	165,800.59
October 20, 1986	50,088.62	7,771.90	42,316.72	123,483.87
April 20, 1987	50,088.62	5,788.31	44,300.31	79,183.56
October 20, 1987	82,895.29	3,711.73	79,183.56	.00

* This allocation schedule is identical for the October Equipment and December Equipment described in the Amendment to Reconstruction and Conditional Sale Agreement dated as of February 1, 1978, except that with respect to the December Equipment the payments will commence on October 20, 1978 and the last payment shall be made on April 20, 1988.

AMENDMENT TO RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT dated as of February 1, 1978, among FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity but solely as Agent (hereinafter called the Agent), L&N INVESTMENT CORPORATION (hereinafter called the Builder) and AMERICAN SECURITY BANK, N.A., not in its individual capacity but solely as Trustee (hereinafter called the Trustee), under a Trust Agreement dated as of March 1, 1977, with Westinghouse Credit Corporation.

WHEREAS the parties hereto have entered into a Reconstruction and Conditional Sale Agreement dated as of March 1, 1977 (hereinafter called the RCSA);

WHEREAS the RCSA was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 8, 1977, at 10:55 a.m., and assigned Recordation No. 8849;

WHEREAS 28 units of Equipment out of a total of 89 units of Equipment as described in Schedule A to the RCSA have been delivered pursuant to the RCSA and settled for on October 20, 1977, and the remaining 61 units of Equipment

have been delivered on or before December 31, 1977, with settlement therefor to be made on February 28, 1978; and

WHEREAS the parties hereto now desire to amend the RCSA to give effect to the new delivery date and cut-off date for such remaining 61 units of Equipment.

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

1. Article 2 of the RCSA, in the first paragraph, lines 2 and 12 at page 3 thereof is hereby amended by deleting "October 1, 1977" and inserting in its place "December 31, 1977".

2. Article 3 of the RCSA, in the second paragraph, line 6 at page 5 thereof is hereby amended by deleting "October 20, 1977" and inserting in its place "February 28, 1978".

3. The first two sentences of the fourth paragraph of Article 3 of the RCSA at page 6 thereof are hereby deleted in their entirety and the following inserted in their place:

"The installments of the Conditional Sale Indebtedness shall be payable on each April 20 and October 20 commencing (i) April 20, 1978, to and including October 20, 1987, for Equipment delivered on or before October 20, 1977 (hereinafter in this paragraph called the October Equipment), (ii) October 20, 1978, to and including April 20, 1988, for Equipment delivered on or before December 31, 1977 (hereinafter in this paragraph called

the December Equipment), or, if any such date is not a business day, on the next succeeding business day), each such date being hereinafter called a Payment Date. The unpaid balance of the Conditional Sale Indebtedness shall bear interest from the Closing Date upon which such Conditional Sale Indebtedness was incurred at the rate of 9.375% per annum, and such interest shall be payable, to the extent accrued, on October 20, 1977, for the October Equipment and April 20, 1978, for the December Equipment and each such Payment Date."

4. Schedule I of the RCSA is hereby amended as shown in Appendix A hereto.

5. Except as amended hereby, the RCSA shall remain unaltered and in full force and effect.

6. The Builder will promptly cause this Amendment to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

7. This Amendment 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 instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers and their corporate seals to be hereunto affixed, duly

attested, as of the date first above written.

FIRST SECURITY BANK OF UTAH,
N.A., not in its individual
capacity but solely as Agent,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

L&N INVESTMENT CORPORATION,

by



Vice President

[Corporate Seal]

Attest:



Attesting Officer

AMERICAN SECURITY BANK, N.A.,
not in its individual capacity
but solely as Trustee,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary



STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this _____ day of February 1978, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Notary Public

[Notarial Seal]

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

On this ^{27th} day of February 1978, before me personally appeared C. Hayden Edwards, to me personally known, who, being by me duly sworn, says that he is a Vice 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.

Sharon W. Bowles
Notary Public

Notary Public, State at Large
My commission expires July 26, 1978

[Notarial Seal]

DISTRICT OF COLUMBIA,) ss.:

On this day of February 1978, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Notary Public

[Notarial Seal]

SCHEDULE I *

Allocation Schedule of Each
\$1,000,000 of Conditional
Sale Indebtedness

<u>Date</u>	<u>Total Payment</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Principal Balance (After Payment)</u>
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October 20, 1978	82,896.36	45,186.50	37,709.86	926,268.78
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October 20, 1980	82,896.36	37,603.03	45,293.33	756,904.65
April 20, 1981	82,896.36	35,479.91	47,416.45	709,488.20
October 20, 1981	82,896.36	33,257.26	49,689.10	659,849.10
April 20, 1982	82,896.36	30,930.43	51,965.93	607,883.17
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April 20, 1984	77,046.17	20,971.97	56,074.20	391,327.87
October 20, 1984	72,905.75	18,343.49	54,562.26	336,765.61
April 20, 1985	72,905.75	15,785.89	57,119.86	279,645.75
October 20, 1985	68,727.40	13,108.39	55,619.01	224,026.74
April 20, 1986	68,727.40	10,501.25	58,226.15	165,800.59
October 20, 1986	50,088.62	7,771.90	42,316.72	123,483.87
April 20, 1987	50,088.62	5,788.31	44,300.31	79,183.56
October 20, 1987	82,895.29	3,711.73	79,183.56	.00

* This allocation schedule is identical for the October Equipment and December Equipment described in the Amendment to Reconstruction and Conditional Sale Agreement dated as of February 1, 1978, except that with respect to the December Equipment the payments will commence on October 20, 1978 and the last payment shall be made on April 20, 1988.

AMENDMENT TO RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT dated as of February 1, 1978, among FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity but solely as Agent (hereinafter called the Agent), L&N INVESTMENT CORPORATION (hereinafter called the Builder) and AMERICAN SECURITY BANK, N.A., not in its individual capacity but solely as Trustee (hereinafter called the Trustee), under a Trust Agreement dated as of March 1, 1977, with Westinghouse Credit Corporation.

WHEREAS the parties hereto have entered into a Reconstruction and Conditional Sale Agreement dated as of March 1, 1977 (hereinafter called the RCSA);

WHEREAS the RCSA was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 8, 1977, at 10:55 a.m., and assigned Recordation No. 8849;

WHEREAS 28 units of Equipment out of a total of 89 units of Equipment as described in Schedule A to the RCSA have been delivered pursuant to the RCSA and settled for on October 20, 1977, and the remaining 61 units of Equipment

have been delivered on or before December 31, 1977, with settlement therefor to be made on February 28, 1978; and

WHEREAS the parties hereto now desire to amend the RCSA to give effect to the new delivery date and cut-off date for such remaining 61 units of Equipment.

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

1. Article 2 of the RCSA, in the first paragraph, lines 2 and 12 at page 3 thereof is hereby amended by deleting "October 1, 1977" and inserting in its place "December 31, 1977".

2. Article 3 of the RCSA, in the second paragraph, line 6 at page 5 thereof is hereby amended by deleting "October 20, 1977" and inserting in its place "February 28, 1978".

3. The first two sentences of the fourth paragraph of Article 3 of the RCSA at page 6 thereof are hereby deleted in their entirety and the following inserted in their place:

"The installments of the Conditional Sale Indebtedness shall be payable on each April 20 and October 20 commencing (i) April 20, 1978, to and including October 20, 1987, for Equipment delivered on or before October 20, 1977 (hereinafter in this paragraph called the October Equipment), (ii) October 20, 1978, to and including April 20, 1988, for Equipment delivered on or before December 31, 1977 (hereinafter in this paragraph called

the December Equipment), or, if any such date is not a business day, on the next succeeding business day), each such date being hereinafter called a Payment Date. The unpaid balance of the Conditional Sale Indebtedness shall bear interest from the Closing Date upon which such Conditional Sale Indebtedness was incurred at the rate of 9.375% per annum, and such interest shall be payable, to the extent accrued, on October 20, 1977, for the October Equipment and April 20, 1978, for the December Equipment and each such Payment Date."

4. Schedule I of the RCSA is hereby amended as shown in Appendix A hereto.

5. Except as amended hereby, the RCSA shall remain unaltered and in full force and effect.

6. The Builder will promptly cause this Amendment to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

7. This Amendment 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 instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers and their corporate seals to be hereunto affixed, duly

attested, as of the date first above written.

FIRST SECURITY BANK OF UTAH,
N.A., not in its individual
capacity but solely as Agent,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

L&N INVESTMENT CORPORATION,

by

President

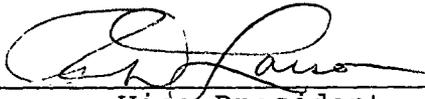
[Corporate Seal]

Attest:

Attesting Officer

AMERICAN SECURITY BANK, N.A.,
not in its individual capacity
but solely as Trustee,

by



Vice President

[Corporate Seal]

Attest:



Assistant Secretary

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this day of February 1978, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Notary Public

[Notarial Seal]

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

On this day of February 1978, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice 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.

Notary Public

[Notarial Seal]

DISTRICT OF COLUMBIA,) ss.:

On this *27th* day of February 1978, before me personally appeared *R. D. LARSON*, to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Gregory M. Philbrick
Notary Public
My Commission Expires June 30, 1981

[Notarial Seal]

SCHEDULE I *

Allocation Schedule of Each
\$1,000,000 of Conditional
Sale Indebtedness

<u>Date</u>	<u>Total Payment</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Principal Balance (After Payment)</u>
October 20, 1977	[none due]	--	--	\$1,000,000.00
April 20, 1978	\$82,896.36	\$46,875.00	\$36,021.36	963,978.64
October 20, 1978	82,896.36	45,186.50	37,709.86	926,268.78
April 20, 1979	82,896.36	43,418.85	39,477.51	886,791.27
October 20, 1979	82,896.36	41,568.34	41,328.02	845,463.25
April 20, 1980	82,896.36	39,631.09	43,265.27	802,197.98
October 20, 1980	82,896.36	37,603.03	45,293.33	756,904.65
April 20, 1981	82,896.36	35,479.91	47,416.45	709,488.20
October 20, 1981	82,896.36	33,257.26	49,689.10	659,849.10
April 20, 1982	82,896.36	30,930.43	51,965.93	607,883.17
October 20, 1982	80,729.12	28,494.52	52,234.60	555,648.57
April 20, 1983	80,729.12	26,046.03	54,683.09	500,965.48
October 20, 1983	77,046.17	23,482.76	53,563.41	447,402.07
April 20, 1984	77,046.17	20,971.97	56,074.20	391,327.87
October 20, 1984	72,905.75	18,343.49	54,562.26	336,765.61
April 20, 1985	72,905.75	15,785.89	57,119.86	279,645.75
October 20, 1985	68,727.40	13,108.39	55,619.01	224,026.74
April 20, 1986	68,727.40	10,501.25	58,226.15	165,800.59
October 20, 1986	50,088.62	7,771.90	42,316.72	123,483.87
April 20, 1987	50,088.62	5,788.31	44,300.31	79,183.56
October 20, 1987	82,895.29	3,711.73	79,183.56	.00

* This allocation schedule is identical for the October Equipment and December Equipment described in the Amendment to Reconstruction and Conditional Sale Agreement dated as of February 1, 1978, except that with respect to the December Equipment the payments will commence on October 20, 1978 and the last payment shall be made on April 20, 1988.