



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-5235

LAW DEPARTMENT

March 14, 1978

DAVID M. YEARWOOD  
GENERAL ATTORNEY

RECORDATION NO. *8878-1* Filed & Recorded

MAR 22 1978 11 24 AM

CERTIFICATION UNIT

MAR 22 11 24 AM '78

RECEIVED

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

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 an Amendment to Lease of Railroad Equipment dated as of February 1, 1978 between Louisville and Nashville Railroad Company, Lessee, whose address is 908 West Broadway, Louisville, Kentucky 40203, and First Security Bank of Utah, N. A., As Trustee, Lessor, whose address is 79 South Main Street, Salt Lake City, Utah 84111, and consented to by Mercantile-Safe Deposit and Trust Company, as Agent, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203.

This Amendment to Lease of Railroad Equipment amends that Lease of Railroad Equipment dated as of June 1, 1977, which was filed and recorded with the Interstate Commerce Commission on July 11, 1977 and assigned Recordation No. 8878-A.

By this Amendment to Lease of Railroad Equipment the rentals with respect to Equipment delivered after December 31, 1977 are adjusted and the cut-off date is extended from December 31, 1977 to June 30, 1978.

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 Amendment.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for

*John Austin*

*8-081A038*

MAR 22 1978

Date .....

Fee \$ *10-*

ICC Washington, D. C.

the purpose hereof who has knowledge of the matters set forth herein.

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

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

Respectfully yours,

LOUISVILLE AND NASHVILLE RAILROAD  
COMPANY

By David M. Yearwood  
David M. Yearwood  
General Attorney

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

3/22/78

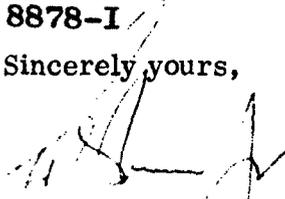
David M. Yearwood  
L&N Railroad Company  
908 W. Broadway  
Louisville, KY. 40203

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 3/22/78 at 11:30am and assigned recordation number(s)

8878-I

Sincerely yours,

  
H.G. Homme, Jr.  
Acting Secretary

Enclosure(s)

SE-30-T  
(6/77)

RECORDATION NO. 8878-1 Filed & Recorded

MAR 22 1978 - 11 22 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO LEASE OF RAILROAD EQUIPMENT  
dated as of February 1, 1978, between LOUISVILLE  
AND NASHVILLE RAILROAD COMPANY (hereinafter  
called the Lessee) and FIRST SECURITY BANK OF  
UTAH, N.A., a national banking association, not in  
its individual capacity but solely as Trustee  
(hereinafter called the Lessor), under a Trust  
Agreement dated as of June 1, 1977, with BWL,  
INC.

WHEREAS the Lessor and the Lessee have entered into  
a Lease of Railroad Equipment dated as of June 1, 1977  
(hereinafter called the Lease);

WHEREAS the Lessor and Mercantile-Safe Deposit and  
Trust Company (hereinafter called the Agent) have entered  
into an Assignment of Lease and Agreement dated as of June 1,  
1977 (hereinafter called the Assignment);

WHEREAS the Lease and the Assignment were filed and  
recorded with the Interstate Commerce Commission pursuant to  
Section 20c of the Interstate Commerce Act on July 11, 1977,  
at 11:05 A.M., and assigned Recordation Nos. 8878-A and  
8878-B, respectively; and

WHEREAS it was contemplated by the Lease that in  
the event the delivery date of any reconstructed equipment  
would be later than December 31, 1977, the Lessor and the  
Lessee would enter into an amendment to the Lease to provide

for an adjustment in the rentals payable under the Lease; and

WHEREAS reconstructed equipment will be delivered later than December 31, 1977, and the parties now wish to give effect to such adjustments in the rentals by amending the Lease; and

WHEREAS it was contemplated by the Lessee and BWL, Inc., Owner Participant, that the reconstruction cost of each Unit would be as indicated in Schedule A to the Reconstruction and Conditional Sale Agreement; and

WHEREAS the amount of reconstruction cost for each Unit has been and is contemplated to be lower than indicated in Schedule A to the Reconstruction and Conditional Sale Agreement and the parties now wish to adjust the rentals to reflect such revised reconstruction cost.

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

1. Section 2 of the Lease at page 2 thereof is hereby amended by deleting therefrom the sixth sentence commencing on the tenth line from the bottom of page 2 thereof and inserting in its place the following:

"The 20 semiannual rental payments with respect to each Unit delivered and accepted on or before December 31, 1977, shall each be in an amount equal to 5.8060% of the Purchase Price of each such Unit then subject to

this Lease. The 20 semiannual rental payments with respect to each Unit delivered and accepted on or after January 1, 1978, and prior to June 30, 1978, shall be in an amount equal to 6.14773% of the Purchase Price of each such Unit then subject to this Lease."

2. The last sentence of the first paragraph of Section 2 of the Lease is hereby amended by deleting in the fourth line from the top of page 3 thereof the words "December 31, 1977" and inserting in its place "June 30, 1978".

3. Except as amended hereby, the Lease shall remain unaltered and in full force and effect.

4. The Lessee 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.

5. 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.

LOUISVILLE AND NASHVILLE RAIL-  
ROAD COMPANY,

by

*[Handwritten Signature]*  
Assistant Vice President

[Corporate Seal]

Attest:

*[Handwritten Signature]*  
Attesting Officer

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

by

\_\_\_\_\_  
Authorized Officer

[Corporate Seal]

Attest:

\_\_\_\_\_  
Authorized Officer

The above is hereby consented to:

Mercantile-Safe Deposit and Trust  
Company, not in its individual capacity  
but solely as Agent,

by

\_\_\_\_\_

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

On this 28<sup>th</sup> day of February 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  
Notary Public, State at Large  
My commission expires July 26, 1978

[Notarial Seal]

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 Authorize 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]

STATE OF MARYLAND,)
)
) ss.:
CITY OF BALTIMORE,)

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 Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, N. A., 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

[Notarial Seal]

AMENDMENT TO LEASE OF RAILROAD EQUIPMENT  
dated as of February 1, 1978, between LOUISVILLE  
AND NASHVILLE RAILROAD COMPANY (hereinafter  
called the Lessee) and FIRST SECURITY BANK OF  
UTAH, N.A., a national banking association, not in  
its individual capacity but solely as Trustee  
(hereinafter called the Lessor), under a Trust  
Agreement dated as of June 1, 1977, with BWL,  
INC.

WHEREAS the Lessor and the Lessee have entered into  
a Lease of Railroad Equipment dated as of June 1, 1977  
(hereinafter called the Lease);

WHEREAS the Lessor and Mercantile-Safe Deposit and  
Trust Company (hereinafter called the Agent) have entered  
into an Assignment of Lease and Agreement dated as of June 1,  
1977 (hereinafter called the Assignment);

WHEREAS the Lease and the Assignment were filed and  
recorded with the Interstate Commerce Commission pursuant to  
Section 20c of the Interstate Commerce Act on July 11, 1977,  
at 11:05 A.M., and assigned Recordation Nos. 8878-A and  
8878-B, respectively; and

WHEREAS it was contemplated by the Lease that in  
the event the delivery date of any reconstructed equipment  
would be later than December 31, 1977, the Lessor and the  
Lessee would enter into an amendment to the Lease to provide

for an adjustment in the rentals payable under the Lease; and

WHEREAS reconstructed equipment will be delivered later than December 31, 1977, and the parties now wish to give effect to such adjustments in the rentals by amending the Lease; and

WHEREAS it was contemplated by the Lessee and BWL, Inc., Owner Participant, that the reconstruction cost of each Unit would be as indicated in Schedule A to the Reconstruction and Conditional Sale Agreement; and

WHEREAS the amount of reconstruction cost for each Unit has been and is contemplated to be lower than indicated in Schedule A to the Reconstruction and Conditional Sale Agreement and the parties now wish to adjust the rentals to reflect such revised reconstruction cost.

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

1. Section 2 of the Lease at page 2 thereof is hereby amended by deleting therefrom the sixth sentence commencing on the tenth line from the bottom of page 2 thereof and inserting in its place the following:

"The 20 semiannual rental payments with respect to each Unit delivered and accepted on or before December 31, 1977, shall each be in an amount equal to 5.8060% of the Purchase Price of each such Unit then subject to

this Lease. The 20 semiannual rental payments with respect to each Unit delivered and accepted on or after January 1, 1978, and prior to June 30, 1978, shall be in an amount equal to 6.14773% of the Purchase Price of each such Unit then subject to this Lease."

2. The last sentence of the first paragraph of Section 2 of the Lease is hereby amended by deleting in the fourth line from the top of page 3 thereof the words "December 31, 1977" and inserting in its place "June 30, 1978".

3. Except as amended hereby, the Lease shall remain unaltered and in full force and effect.

4. The Lessee 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.

5. 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.

LOUISVILLE AND NASHVILLE RAIL-  
ROAD COMPANY,

by

\_\_\_\_\_  
Assistant Vice President

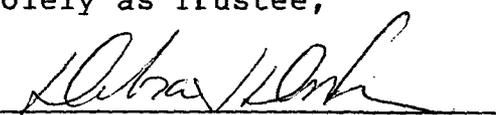
[Corporate Seal]

Attest:

\_\_\_\_\_  
Attesting Officer

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

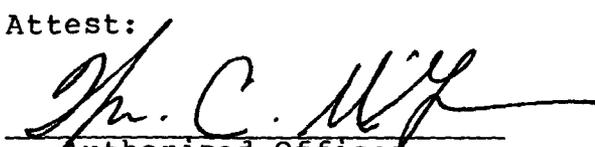
by

  
\_\_\_\_\_  
Authorized Officer DEBRA J. DORFMAN

TRUST ADMINISTRATOR

[Corporate Seal]

Attest:

  
\_\_\_\_\_  
Authorized Officer

The above is hereby consented to:

Mercantile-Safe Deposit and Trust  
Company, not in its individual capacity  
but solely as Agent,

by

\_\_\_\_\_

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 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.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

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

On this *28<sup>th</sup>* 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 Authorize 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.

*Venna J. Quetawke*  
\_\_\_\_\_  
Notary Public

My Commission Expires November 15, 1981

[Notarial Seal]

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

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 Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, N. A., 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

[Notarial Seal]

AMENDMENT TO LEASE OF RAILROAD EQUIPMENT  
dated as of February 1, 1978, between LOUISVILLE  
AND NASHVILLE RAILROAD COMPANY (hereinafter  
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UTAH, N.A., a national banking association, not in  
its individual capacity but solely as Trustee  
(hereinafter called the Lessor), under a Trust  
Agreement dated as of June 1, 1977, with BWL,  
INC.

WHEREAS the Lessor and the Lessee have entered into  
a Lease of Railroad Equipment dated as of June 1, 1977  
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WHEREAS the Lessor and Mercantile-Safe Deposit and  
Trust Company (hereinafter called the Agent) have entered  
into an Assignment of Lease and Agreement dated as of June 1,  
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WHEREAS the Lease and the Assignment were filed and  
recorded with the Interstate Commerce Commission pursuant to  
Section 20c of the Interstate Commerce Act on July 11, 1977,  
at 11:05 A.M., and assigned Recordation Nos. 8878-A and  
8878-B, respectively; and

WHEREAS it was contemplated by the Lease that in  
the event the delivery date of any reconstructed equipment  
would be later than December 31, 1977, the Lessor and the  
Lessee would enter into an amendment to the Lease to provide

for an adjustment in the rentals payable under the Lease; and

WHEREAS reconstructed equipment will be delivered later than December 31, 1977, and the parties now wish to give effect to such adjustments in the rentals by amending the Lease; and

WHEREAS it was contemplated by the Lessee and BWL, Inc., Owner Participant, that the reconstruction cost of each Unit would be as indicated in Schedule A to the Reconstruction and Conditional Sale Agreement; and

WHEREAS the amount of reconstruction cost for each Unit has been and is contemplated to be lower than indicated in Schedule A to the Reconstruction and Conditional Sale Agreement and the parties now wish to adjust the rentals to reflect such revised reconstruction cost.

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

1. Section 2 of the Lease at page 2 thereof is hereby amended by deleting therefrom the sixth sentence commencing on the tenth line from the bottom of page 2 thereof and inserting in its place the following:

"The 20 semiannual rental payments with respect to each Unit delivered and accepted on or before December 31, 1977, shall each be in an amount equal to 5.8060% of the Purchase Price of each such Unit then subject to

this Lease. The 20 semiannual rental payments with respect to each Unit delivered and accepted on or after January 1, 1978, and prior to June 30, 1978, shall be in an amount equal to 6.14773% of the Purchase Price of each such Unit then subject to this Lease."

2. The last sentence of the first paragraph of Section 2 of the Lease is hereby amended by deleting in the fourth line from the top of page 3 thereof the words "December 31, 1977" and inserting in its place "June 30, 1978".

3. Except as amended hereby, the Lease shall remain unaltered and in full force and effect.

4. The Lessee 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.

5. 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.

LOUISVILLE AND NASHVILLE RAIL-  
ROAD COMPANY,

by

\_\_\_\_\_  
Assistant Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Attesting Officer

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

by

\_\_\_\_\_  
Authorized Officer

[Corporate Seal]

Attest:

\_\_\_\_\_  
Authorized Officer

The above is hereby consented to:

Mercantile-Safe Deposit and Trust  
Company, not in its individual capacity  
but solely as Agent,

by

  
\_\_\_\_\_

ASSISTANT VICE PRESIDENT

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 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.

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Notary Public

[Notarial Seal]

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 Authorize 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.

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Notary Public

[Notarial Seal]

STATE OF MARYLAND, )  
 ) SS.:  
CITY OF BALTIMORE, )

On this 28<sup>th</sup> day of February 1978, before me personally appeared G. J. Johnston to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, ~~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.

  
Notary Public

My Commission expires

[Notarial Seal]

RUSSELL E. SCHREIBER  
NOTARY PUBLIC  
My Commission Expires July 1, 19 78