



LOUISVILLE & NASHVILLE RAILROAD COMPANY

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

December 28, 1977

LAW DEPARTMENT

RECORDATION NO. 9081-A Filed & Recorded 7-3631070 INTERSTATE COMMERCE COMMISSION

DEC 28 1977 9 22 PM

RECEIVED  
CERTIFICATION UNIT  
DEC 29 9 04 AM '77  
DAVID M. YEARWOOD  
GENERAL ATTORNEY  
E MAIL BRANCH  
CC Washington T

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 Agreement and Assignment dated as of December 20, 1977 among ACF Industries Incorporated ("ACF"), whose address is 750 Third Avenue, New York, New York 10017, the Atlanta and West Point Railroad Company ("Railroad"), whose address is 1590 Marietta Boulevard, N.W., Atlanta, Georgia 30301 and The First National Bank of Atlanta ("Bank"), whose address is 2 Peachtree Street, N.E., Atlanta, Georgia 30303.

This Amendment Agreement and Assignment amends and Supplements that Agreement dated as of October 14, 1977 between ACF and the Railroad which was filed and recorded with the Interstate Commerce Commission on November 14, 1977 and assigned Recordation No. 9081.

By this Amendment Agreement and Assignment, Paragraph 1 of the Agreement dated as of October 14, 1977 is amended to extend the date from December 29, 1977 to February 15, 1978 and ACF assigned certain rights thereunder to the Bank.

Attached hereto is a draft in the amount of \$10 payable to the Treasurer of the United States to cover the prescribed recordation fee for said Amendment Agreement and Assignment.

The letter of transmittal is signed by special counsel for the Atlanta and West Point Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

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

Mr. David M. Yearwood  
P. O. Box 32290  
908 West Broadway  
Louisville, Kentucky 40232

Respectfully yours,  
Atlanta and West Point Railroad Company

By David M. Yearwood  
David M. Yearwood

*David M. Yearwood*

**Interstate Commerce Commission**

Washington, D.C. 20423

12/29/77

OFFICE OF THE SECRETARY

Mr. David M. Yearwood  
L&N RR. Co. P.O.Box 32290  
908 West Broadway  
Louisville, KY. 40232

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 12/28/77 at 9:30pm

and assigned recordation number(s)

9081-A & 9082-A

Sincerely yours,

  
H.G. Homme, Jr.  
Acting Secretary

Enclosure(s)

SE-30-T  
(6/77)

Amendment Agreement and Assignment dated as of December 20, 1977 by and among ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (hereinafter called the "Manufacturer"), the ATLANTA AND WEST POINT RAILROAD COMPANY, a Georgia corporation (hereinafter called the "Railroad") and THE FIRST NATIONAL BANK OF ATLANTA, a national banking association organized and existing under the laws of the United States of America (hereinafter called the "Bank").

RECORDATION NO. 9081-A Filed & Recorded

DEC 28 1977-9 20 PM

WITNESSETH:

WHEREAS, the Manufacturer and the Railroad <sup>INTERSTATE COMMERCE COMMISSION</sup> entered into an Agreement dated as of October 14, 1977 (hereinafter called the "User Agreement"), the terms "Purchase Agreement" and "Cars" as defined in the User Agreement are incorporated herein by reference and are hereinafter called the "Purchase Agreement" and "Cars", respectively:

WHEREAS, the User Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on November 14, 1977 and assigned Recordation No. 9081;

WHEREAS, the parties hereto desire to amend the User Agreement to extend its term; and

WHEREAS, the Manufacturer proposes, and the Bank and the Railroad are agreeable thereto to assign to the Bank all of its right, title and interest in and to the payment by the Railroad of the purchase price (including prepaid freight charges) of the purchase price (including prepaid freight charges) of the Cars under the Purchase Agreement and all of its rights, powers, privileges and remedies under the User Agreement, except for the covenants

and conditions in the Purchase Agreement and the User Agreement to be complied with and performed by the Manufacturer.

NOW, THEREFORE, in consideration of the premise and of the promises of the parties herein contained, the parties hereto agree as follows:

1. Numbered paragraph 1 of the User Agreement is amended to read in its entirety as follows:

"The Manufacturer agrees to deliver the Cars to the Vendee and the Vendee agrees to accept the Cars from the Manufacturer at the delivery point above referred to. The rights of the Vendee hereunder in respect of each Car shall commence on the date of acceptance of such Car and end on the earlier of February 15, 1978, or the acceptance of such Car under a permanent finance arrangement. Upon the occurrence of either such event, this Agreement shall automatically be terminated without further action by or notice to any party concerned. Risk of loss in respect to each Car shall pass to the Vendee at the time such Car is shipped from the Manufacturer's plant."

2. In consideration of the payment to it by the Bank of the purchase price of the Cars (including prepaid freight charges), the Manufacturer does hereby sell, assign, transfer and set over to the Bank all of its right, title and interest in and to the payment by the Railroad of the purchase price of the Cars (including prepaid freight charges) under the Purchase Agreement and all of its rights, powers, privileges and remedies under the User Agreement, except for the covenants and conditions in the Purchase Agreement and the User Agreement to be complied with and performed

by the Manufacturer.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

ACF INDUSTRIES, INCORPORATED

By Bob C. Hall  
SECRETARY

ATTEST:

[Signature]  
ASSISTANT SECRETARY

ATLANTA AND WEST POINT RAILROAD COMPANY

By [Signature]  
RESIDENT

ATTEST:

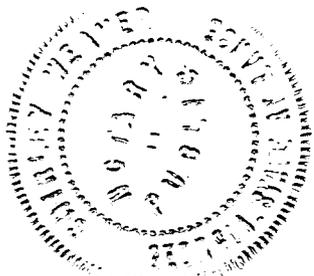
[Signature]  
Secretary

THE FIRST NATIONAL BANK OF ATLANTA

By [Signature]

ATTEST:

[Signature]  
Notary Public, Georgia, State At Large  
My Commission Expires Feb. 14, 1981



STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 22nd day of December, 1977, before me personally appeared EBEN C. HALL, to me personally known, who, being by me duly sworn, says that he is SECRETARY of ACF Industries, Incorporated, 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.

*William K. Sutherland*

WILLIAM K. SUTHERLAND  
Notary Public, State of New York  
No. 31,025,1225  
Qualified in New York County  
Commission Expires March 30, 1978

STATE OF GEORGIA )  
 ) ss.:  
COUNTY OF Fulton )

On this 28th day of December, 1977, before me personally appeared M. S. Jones Jr, to me personally known, who, being by me duly sworn says that he is President of Atlanta and West Point 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.

*Jeanne H. Glover*  
Notary Public, Georgia, State At Large  
My Commission Expires Feb. 26, 1980

STATE OF GEORGIA )  
 ) ss.:  
COUNTY OF Fulton )

On this 28th day of December, 1977, before me personally appeared Fred D. Chmura, to me personally known, who, being by me duly sworn says that he is Vice President of THE FIRST NATIONAL BANK OF ATLANTA, 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

*Sandra C. Erickson*  
Notary Public, Georgia, State At Large