



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203  
December 28, 1977

TELEPHONE (502) 587-5235

LAW DEPARTMENT

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

7-363A871  
DEC 29 1977  
Date \_\_\_\_\_  
cc \$ 10  
Washington, D  
INTERSTATE COMMERCE COMMISSION  
RECORDATION NO. 908-A  
Filed & Recorded  
DEC 28 1977-9 22 PM  
ADMINISTRATIVE MAIL BRANCH

RECEIVED  
DAVID M. YEARWOOD  
GENERAL COUNSEL  
DEC 29 3 03 AM '77  
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 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 Western Railway of Alabama ("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. 9082.

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.

This letter of transmittal is signed by special counsel for The Western Railway of Alabama 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,  
The Western Railway of Alabama

By David M. Yearwood  
David M. Yearwood

Countersigned David M. Yearwood

DEC 28 1977-9 20 PM

INTERSTATE COMMERCE COMMISSION

Amendment Agreement and Assignment dated as above  
December 20, 1977 by and among ACF INDUSTRIES, INCORPORATED,  
a New Jersey corporation (hereinafter called the "Manufacturer"),  
THE WESTERN RAILWAY OF ALABAMA (hereinafter called the "Railroad")  
and THE FIRST NATIONAL BANK OF ATLANTA, a national banking associ-  
ation organized and existing under the laws of the United States  
of America (hereinafter called the "Bank").

WITNESSETH:

WHEREAS, the Manufacturer and the Railroad have  
entered into an Agreement dated as of October 14, 1977 (herein-  
after 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. 9082;

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 Rail-  
road 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 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 Tom C. Hall

SECRETARY

ATTEST:

[Signature]  
ASSISTANT SECRETARY

THE WESTERN RAILWAY OF ALABAMA

By [Signature]  
PRESIDENT

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)

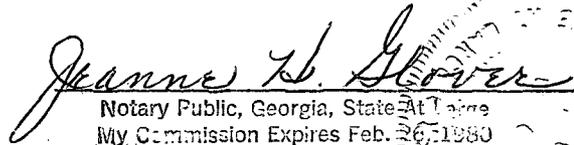
On this 22<sup>nd</sup> day of December, 1977, before me personally appeared EBENC. HALL, to me personally known, being by me duly sworn, says that he is SECRETARY of ACF Industries, Incorporated, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that 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  
Notary Public, State of New York  
No. 31-9254225  
Qualified in New York County  
Commission Expires March 30, 1978

STATE OF GEORGIA )  
 ) ss.:  
COUNTY OF Fulton

On this 28<sup>th</sup> 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 The Western Railway of Alabama, 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, Georgia, State At Large  
My Commission Expires Feb. 26, 1980

STATE OF GEORGIA )  
 ) ss.:  
COUNTY OF Fulton

On this 28<sup>th</sup> day of December, 1977, before me personally appeared Frederic (Frank) ..., 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  
Commission Expires Feb. 24, 1980