

*has in this name as was in C*

AMENDMENT AGREEMENT dated as of March 15,

7327-B

1974, among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (hereinafter called the Vendor), LOUISVILLE AND NASHVILLE RAILROAD COMPANY (hereinafter called the Railroad), L&N INVESTMENT CORPORATION (hereinafter called the Builder) and TRUST COMPANY OF GEORGIA, as Trustee (hereinafter called the Vendee).

RECORDATION NO. \_\_\_\_\_ Filed & Recorded

APR 16 1974 -9 50 AM

INTERSTATE COMMERCE COMMISSION

WHEREAS the Vendor, the Railroad, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of December 1, 1973 (hereinafter called the Agreement);

WHEREAS the Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on January 30, 1974, at 10:10 a.m. and was assigned Recordation No. 7327; and

WHEREAS the parties now desire to amend Agreement NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

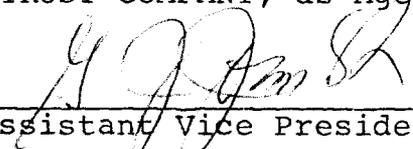
1. Schedule A to the Agreement is hereby amended so as to read in its entirety as set forth in Schedule A hereto.

2. Except as amended hereby, the Agreement shall

remain unaltered and in full force and effect.

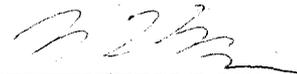
3. The Railroad will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Act in accordance with Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers and t unto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT  
AND TRUST COMPANY, as Agent,  
by   
Assistant Vice President

[Corporate Seal]

Attest:

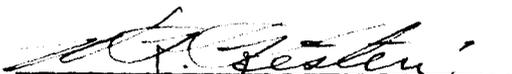
  
Corporate Trust Officer

LOUISVILLE AND NASHVILLE  
RAILROAD COMPANY,

by   
Vice President

[Corporate Seal]

Attest:

  
Assistant Secretary

L&N INVESTMENT CORPORATION

by

*P. E. Birka*

Vice President

[Corporate Seal]

Attest:

*A. A. Fester*  
Assistant Secretary

TRUST COMPANY OF GEORGIA,  
as Trustee,

by

*[Signature]*  
Corporate Trust Officer

[Corporate Seal]

Attest:

*R. M. Beck*  
Assistant Secretary

SCHEDULE A - RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

| Quantity | AAR<br>Mechanical<br>Designation | Designation                    | Railroad<br>Road Numbers<br>(Inclusive)                                     | Specifications            | Hulk Purchase Price |                    | Base<br>Reconstruction<br>Cost |                    | Purchase Price |                    |
|----------|----------------------------------|--------------------------------|---|---------------------------|---------------------|--------------------|--------------------------------|--------------------|----------------|--------------------|
|          |                                  |                                |   |                           | Per Unit            | Total              | Per Unit                       | Total              | Per Unit       | Total              |
| 163      | HT                               | 70-ton open top<br>hopper cars | 75381-75543   | No. 1010<br>dated 12/5/73 | \$2,000             | \$ 326,000         | \$5,000                        | \$ 815,000         | \$ 7,000       | \$1,141,000        |
| 75       | LO                               | 100-ton covered<br>hopper cars | 205000-205032<br>201558-201599 ✓  | No. 1011<br>dated 12/5/73 | 2,000               | 150,000            | 8,500                          | 637,500            | 10,500         | 787,500            |
| 60       | XL                               | 70-ton box<br>cars             | 112100-112159   | No. 1009<br>dated 12/5/73 | 2,000               | 120,000            | 5,100                          | 306,000            | 7,100          | 426,000            |
| 39       | XM                               | 70-ton box<br>cars             | 113000-113038   | No. 1009<br>dated 12/5/73 | 2,000               | 78,000             | 5,100                          | 198,900            | 7,100          | 276,900            |
| 161      | XL                               | 50-ton box<br>cars             | 90434-90549<br>90563-90587<br>111700-111719                                 | No. 1009<br>dated 12/5/73 | 2,000               | 322,000            | 5,100                          | 821,100            | 7,100          | 1,143,100          |
| 425      | XM                               | 50-ton box<br>cars             | 11213-11242<br>90320-90433<br>90550-90562<br>111031-111274<br>113976-113999 | No. 1009<br>dated 12/5/73 | 2,000               | 850,000            | 5,100                          | 2,167,500          | 7,100          | 3,017,500          |
|          |                                  |                                |   |                           |                     | <u>\$1,846,000</u> |                                | <u>\$4,946,000</u> |                | <u>\$6,792,000</u> |

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

On this 15th day of April , 1974, before me personally appeared D. D. Strench , to me personally known, who being by me duly sworn, says that hs is a 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 such corporation was this day 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.

Normal J. Jones  
Notary Public

[Notarial Seal]

My Commission expires March 4, 1977

STATE OF KENTUCKY     )  
                                  )   ss.:  
COUNTY OF JEFFERSON )

On this 15th day of April, 1974, before me personally appeared R. E. Bisha, 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.

Norma J. Jones  
Notary Public

[Notarial Seal]

My Commission expires March 4, 1977

