



THE FAMILY LINES RAIL SYSTEM

908 W. Broadway · P.O. Box 32290 · Louisville, Kentucky 40232 · Telephone (502) 587-5000

SEP 2 1981 12:40 PM

RECORDATION NO. 13136-B

INTERSTATE COMMERCE COMMISSION

August 31, 1981

LAW DEPARTMENT
Writer's direct
telephone line:

Ms. Agatha Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

No. 1-245A100
Date SEP 2 1981
Fee 10.00
ICC: Washington, D.C.

Dear Madam Secretary:

There is transmitted to you herewith for filing and recordation pursuant to 49 U.S.C. Section 11303 duly executed counterparts of a First Supplement dated as of August 1, 1981 to the Series 14-A Equipment Trust Agreement Supplement dated as of April 15, 1981 between Mercantile-Safe Deposit and Trust Company, as Trustee, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203, Louisville and Nashville Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202 and Seaboard Coast Line Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202.

This First Supplement dated as of August 1, 1981 amends and restates Section 2.7 of that Series 14-A Equipment Trust Agreement Supplement dated as of April 15, 1981, which was filed and recorded with the Interstate Commerce Commission on June 11, 1981 and assigned Recordation No. 13136-A.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company and Seaboard Coast Line Railroad Company who is authorized for the purposes hereof.

Enclosed is a draft in the amount of \$10 payable to the Interstate Commerce Commission to cover the recordation fee for said First Supplement.

13136-B

Handwritten signature

Ms. Agatha Mergenovich

-2-

August 31, 1981

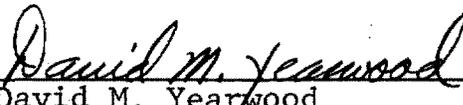
After recordation, please forward the recorded counterparts of said First Supplement to:

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

Respectfully yours,

Louisville and Nashville Railroad Company
Seaboard Coast Line Railroad Company

By



David M. Yearwood
General Attorney

SEP 2 1981 1240 PM

INTERSTATE COMMERCE COMMISSION

FIRST SUPPLEMENT DATED AS OF AUGUST 1, 1981 (the "Equipment"), TO THE SERIES 14-A EQUIPMENT TRUST AGREEMENT SUPPLEMENT dated as of April 15, 1981, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, Trustee (the "Trustee"), LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a Kentucky corporation (the "Company") and SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation ("SCL").

W I T N E S S E T H :

WHEREAS, the Company, SCL and the Trustee have entered into an Equipment Trust Agreement dated as of April 15, 1981 (the "Original Agreement"), providing for the issuance of one or more Series of Trust Certificates; and

WHEREAS, the Company and the Trustee have entered into a Series 14-A Equipment Trust Agreement Supplement dated as of April 15, 1981 (the "Series 14-A Supplement"), providing for the issuance thereunder of a first series of trust certificates designated Louisville and Nashville Railroad Company Equipment Trust Certificates, Series 14-A (the "Series 14-A Supplement") in an aggregate principal amount not exceeding \$48,000,000; and

WHEREAS, the Company desires to supplement the Series 14-A Supplement in order to restate the provisions of Section 2.7 thereof and the registered holder of not less than 66-2/3% of the aggregate unpaid principal amount of the Series 14-A Certificates outstanding has consented to the execution and delivery of this Supplement;

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

ARTICLE I.

Definitions

All terms used in this Supplement which are defined in the Original Agreement shall, for all purposes of this Series Supplement, have the respective meanings given them in the Original Agreement, unless the context otherwise requires.

, as supplemented by the Credit Agreement Supplement referred to in Section 2.7(B) below

ARTICLE II.

Section 2.7 of the Series 14-A Supplement is hereby restated to read in its entirety as follows:

"2.7.(A) It is contemplated that the Company will pledge all or a portion of the Series 14-A Certificates (the Series 14-A Certificates so pledged by the Company being hereinafter called the 'Certificates Pledged by the Company') as security for loans to be made to it by Merrill Lynch Money Markets Inc. ('Merrill Lynch') pursuant to a Reverse Repurchase Credit Agreement dated as of May 1, 1981 (the 'Reverse Repurchase Credit Agreement') between Merrill Lynch, the Company and SCL. The Company covenants to notify the Trustee in writing or by telex of any pledge by the Company of all or any part of the Series 14-A Certificates as security for loans under the Reverse Repurchase Credit Agreement and of the termination of any such pledge. Notwithstanding any other provision in this Series Supplement, the Original Agreement or the Series 14-A Certificates to the contrary, unless and until either of the events referred to in paragraphs (a) and (b) below shall have occurred, (i) all principal of, dividends on or other amounts payable in respect of the Certificates Pledged by the Company shall be retained by the Trustee for the account of the Company and remitted forthwith to the Company or upon its order and (ii) the holder of each such Certificate Pledged by the Company may not make, and the Trustee shall not register, any transfer of any Certificate Pledged by the Company to any person other than the Company or Merrill Lynch, provided that Merrill Lynch may repledge any Certificate Pledged by the Company as security for any loan ('Company Repurchase Loan') made to Merrill Lynch by any Repurchase Lender pursuant to a Repurchase Loan Agreement (as such terms are defined in the Reverse Repurchase Credit Agreement), subject to the foregoing provisions of this sentence. The provisions of the preceding sentence shall apply with respect to each Certificate Pledged by the Company unless and until

(a) Merrill Lynch shall have delivered written notice to the Trustee that a Default (as defined in the Reverse Repurchase Credit Agreement) exists; or

(b) any Repurchase Lender (which shall have been identified as such to the Trustee by written or telex notice from the Company or Merrill Lynch) shall have delivered written notice to the Trustee that the Company is in default in the performance of its mandatory prepayment obligation set forth in Section 2(d)(iv) of the Reverse Repurchase Credit Agreement with respect to any Company Repurchase Loan which is secured by Merrill Lynch's repledge of such Certificates Pledged by the Company, provided that the delivery of such notice shall not affect the applicability of the provisions set forth in the second sentence of this Section 2.7(A) to Certificates Pledged by the Company which are not the subject of such default by the Company.

The Company covenants to cause each Certificate Pledged by the Company prior to the occurrence of either of the events referred to in subparagraph (a) or (b) above to bear a restrictive legend substantially in the form set forth in Exhibit A hereto, and, after the occurrence of either such event, any Certificate Pledged by the Company (or, in the case of the event referred to in subparagraph (b) above, any Series 14-A Certificate issued in exchange or substitution for, or upon the transfer of, the particular Certificate or Certificates Pledged by the Company relating to the Company Repurchase Loan which is the subject of the Company's default under Section 2(d)(iv) of the Reverse Repurchase Credit Agreement, and any other Series 14-A Certificate subsequently issued in exchange or substitution for, or upon the transfer of, any such Certificate or Certificates so issued), shall be issued by the Trustee without such restrictive legend.

"(B) It is also contemplated that a portion of the Series 14-A Certificates may be issued to and purchased by L&N Investment Corporation (the "L&N Subsidiary"), a wholly owned subsidiary of the Company, which may from time to time pledge all or any part of the Series 14-A Certificates (the Series 14-A Certificates so pledged by the L&N Subsidiary being hereinafter called the 'Certificates Pledged by the L&N Subsidiary') as security for loans to be made to it by Merrill Lynch pursuant to a Supplement dated as of August 1, 1981 (the

'Credit Agreement Supplement'), among the L&N Subsidiary, the Company, SCL and Merrill Lynch supplementing the Reverse Repurchase Credit Agreement dated as of May 1, 1981, between the Company, SCL and Merrill Lynch. The Company covenants to cause the L&N Subsidiary to notify the Trustee in writing or by telex of any pledge by the L&N Subsidiary of all or any part of the Series 14-A Certificates as security for loans under the Credit Agreement Supplement and of the termination of any such pledge. Notwithstanding any other provision in this Series Supplement, the Original Agreement or the Series 14-A Certificates to the contrary, as long as a Series 14-A Certificate is pledged by the L&N Subsidiary as security for a loan pursuant to the Credit Agreement Supplement, unless and until either of the events referred to in paragraphs (a) and (b) below shall have occurred, (i) all principal of such Certificate Pledged by the L&N Subsidiary payable during the period such pledge is in effect, dividends on such Certificate Pledged by the L&N Subsidiary payable with respect to such period or other amounts payable in respect of such Certificate Pledged by the L&N Subsidiary during or with respect to such period shall be retained by the Trustee for the account of the L&N Subsidiary and remitted forthwith to the L&N Subsidiary or upon its order and (ii) the holder of such Certificate Pledged by the L&N Subsidiary may not make, and the Trustee shall not register, any transfer of any Certificate Pledged by the L&N Subsidiary to any person other than the L&N Subsidiary or Merrill Lynch, provided that Merrill Lynch may repledge any Certificate Pledged by the L&N Subsidiary as security for any loan ("the L&N Subsidiary Repurchase Loan") made to Merrill Lynch by any Repurchase Lender pursuant to a Repurchase Loan Agreement (as such terms are defined in the Credit Agreement Supplement), subject to the foregoing provisions of this sentence. The provisions of the preceding sentence shall apply with respect to each such Certificate Pledged by the L&N Subsidiary as security for a loan pursuant to the Credit Agreement Supplement unless and until

(a) Merrill Lynch shall have delivered written notice to the Trustee that a Default (as defined in the Credit Agreement Supplement) exists; or

(b) any Repurchase Lender (which shall have been identified as such to the Trustee by written

or telex notice from the L&N Subsidiary or Merrill Lynch) shall have delivered written notice to the Trustee that the L&N Subsidiary is in default in the performance of its mandatory prepayment obligation set forth in Section 2(d)(iv) of the Credit Agreement Supplement with respect to any L&N Subsidiary Repurchase Loan which is secured by Merrill Lynch's repledge of such Certificate Pledged by the L&N Subsidiary and the Company and SCL are in default of their joint and several guarantee of such payment obligation, provided that the delivery of such notice shall not affect the applicability of the provisions set forth in the third sentence of this Section 2.7(B) to Certificates Pledged by the L&N Subsidiary which are not the subject of such default by the L&N Subsidiary, the Company and SCL.

The Company covenants to cause each Certificate Pledged by the L&N Subsidiary prior to the occurrence of either of the events referred to in subparagraph (a) or (b) above to bear a restrictive legend substantially in the form set forth in Exhibit I to the First Supplement dated as of August 1, 1981, supplementing the Series 14-A Equipment Trust Agreement Supplement dated as of April 15, 1981, and, after the occurrence of either such event, any Certificate Pledged by the L&N Subsidiary (or, in the case of the event referred to in subparagraph (b) above, any Series 14-A Certificate issued in exchange or substitution for, or upon the transfer of, the particular Certificate or Certificates Pledged by the L&N Subsidiary relating to the L&N Subsidiary Repurchase Loan which is the subject of the L&N Subsidiary's and the Company's default under Section 2(d)(iv) of the Supplement to the Credit Agreement, and any other Series 14-A Certificate subsequently issued in exchange or substitution for, or upon the transfer of, any such Certificate or Certificates so issued), shall be issued by the Trustee without such restrictive legend."

ARTICLE III.

Miscellaneous

3.1. This First Supplement supplements the Original Agreement and the Series 14-A Supplement and shall be a part of and subject to all the terms thereof and,

except as supplemented hereby, all the terms and provisions of the Original Agreement and the Series 14-A Supplement, are hereby ratified and confirmed and shall continue in full force and effect.

3.2. This First Supplement has been executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee, the Company and SCL have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Trustee,

by



Vice President

[Corporate Seal]

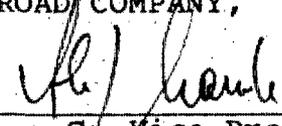
Attest:



Assistant Vice President

LOUISVILLE AND NASHVILLE RAILROAD COMPANY,

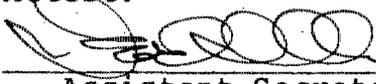
by



Vice President-Finance

[Corporate Seal]

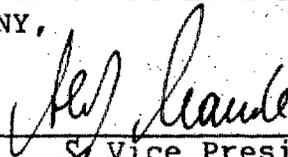
Attest:



Assistant Secretary

SEABOARD COAST LINE RAILROAD
COMPANY,

by



J. H. Lane
S. Vice President - Finance

[Corporate Seal]

Attest:



Assistant Secretary

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

On this 27 day of August 1981, before me personally appeared *R.W. Perkins*, to me personally known, who being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST 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.

Florence D. Gilber

Notary Public

[Notarial Seal]

My Commission expires: *7/1/82*

State of Florida
~~COMMONWEALTH OF KENTUCKY,~~)
County of Duval) ss.:
~~COUNTY OF JEFFERSON,~~)

On this *31st* day of August 1981, before me personally appeared *Alex J. Mandl*, to me personally known, who being by me duly sworn, says that he is ~~S.~~ 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.

Judith L. Hugggett

Notary Public

[Notarial Seal]

My Commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 5. 1984

[FORM OF LEGEND ON CERTIFICATES
PLEGGED BY THE L&N SUBSIDIARY]

*****NOTWITHSTANDING ANY TERMS BELOW TO THE CONTRARY, NO PRINCIPAL STATED TO BE DUE DURING ANY PERIOD WHEN THIS CERTIFICATE IS PLEDGED TO MERRILL LYNCH MONEY MARKETS INC., AS PLEDGEE ("MERRILL LYNCH"), OR DIVIDENDS STATED TO BE DUE WITH RESPECT TO ANY SUCH PERIOD OR OTHER AMOUNT STATED TO BE DUE DURING OR WITH RESPECT TO ANY SUCH PERIOD IN RESPECT OF THIS CERTIFICATE SHALL BE PAYABLE TO ANY PLEDGEE OR REPLEDGER HEREOF UNLESS NOTICE OF DEFAULT IN RESPECT OF THE SUPPLEMENT TO THE REVERSE REPURCHASE CREDIT AGREEMENT REFERRED TO IN SECTION 2.7(B) OF THE SERIES 14-A EQUIPMENT TRUST SUPPLEMENT, AS SUPPLEMENTED BY THE FIRST SUPPLEMENT THERETO, SHALL HAVE BEEN GIVEN TO THE UNDERSIGNED TRUSTEE BY MERRILL LYNCH, OR BY A DIRECT REPLEDGER OF MERRILL LYNCH WHOSE NAME IS ON RECORD WITH THE TRUSTEE, ALL AS PROVIDED IN SAID SECTION 2.7(B); AND NO FURTHER DISPOSITION OF THIS CERTIFICATE MAY BE MADE EXCEPT (A) BY MERRILL LYNCH TO SUCH A REPLEDGER OR (B) BY ANY HOLDER HEREOF SUBSEQUENT TO SUCH GIVING OF NOTICE, ALL IN ACCORDANCE WITH SAID SUPPLEMENT TO THE REVERSE REPURCHASE CREDIT AGREEMENT. THE GIVER OF SUCH NOTICE MAY REQUIRE THE TRUSTEE TO REISSUE THIS CERTIFICATE WITHOUT THIS LEGEND IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT REFERRED TO BELOW.*****

The undersigned registered holder of Series 14-A
Certificates hereby consents to the execution and delivery
of the foregoing First Supplement to the Series 14-A Supple-
ment.

MERRILL LYNCH MONEY MARKETS INC.,

by _____

Dated as of August 1, 1981