

CRAVATH, SWAINE & MOORE DEC 2 - 1980 1 15 PM

ONE CHASE MANHATTAN PLAZA INTERSTATE COMMERCE COMMISSION

NEW YORK, N. Y. 10005 DEC 3 1 40 PM '80

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TELEX RCA 233663 WUD 125547 WUI 620976

CABLE ADDRESSES CRAVATH, N. Y. CRAVATH, PARIS CRAVATH, LONDON E. C. 2

0-337A071

No. DEC 2 1980

Date

Fee \$ 10.00

ICC Washington, D. C.

COUNSEL MAURICE T. MOORE CARLYLE E. MAW

ROSWELL L. OILPATRIC ALBERT R. CONNELLY L. R. BRESLIN, JR. GEORGE B. TURNER FRANK H. DETWEILER GEORGE O. TYLER JOHN H. MORSE HAROLD R. MEDINA, JR. CHARLES R. LINTON WILLIAM B. MARSHALL ROYALL VICTOR ALLEN H. MERRILL

4, PLACE DE LA CONCORDE 75008 PARIS, FRANCE TELEPHONE: 265-81-54 TELEX: 290530

33 THRODMORTON STREET LONDON, EC2N 2BR, ENGLAND TELEPHONE 1-606-1421 TELEX: 8814901

RALPH L. MCAFEE HENRY W. DEKOSMIAN ALLEN F. MAULSBY STEWARD R. BROSS, JR. HENRY P. RIORDAN JOHN R. HUPPER SAMUEL C. BUTLER WILLIAM J. SCHRENK, JR. BENJAMIN F. CRANE FRANCIS F. RANDOLPH, JR. JOHN F. HUNT GEORGE J. GILLESPIE, III RICHARD S. SIMMONS WAYNE E. CHAPMAN THOMAS D. BARR MELVIN L. BEDRICK GEORGE T. LOWY ROBERT ROSENMAN JAMES H. DUFFY ALAN J. HRUSKA JOHN E. YOUNG JAMES M. EDWARDS DAVID G. ORMSBY DAVID L. SCHWARTZ RICHARD J. HIEGEL

FREDERICK A. O. SCHWARZ, JR. CHRISTINE BESHAR ROBERT S. RIFKIND DAVID BOIES DAVID O. BROWNWOOD PAUL M. DODYK RICHARD M. ALLEN THOMAS R. BROME ROBERT D. JOFFE ROBERT F. MULLEN ALLEN FINKELSON RONALD S. ROLFE JOSEPH R. SAHID PAUL C. SAUNDERS MARTIN L. SENZEL DOUGLAS D. BROADWATER ALAN C. STEPHENSON RICHARD L. HOFFMAN JOSEPH A. MULLINS MAX R. SHULMAN WILLIAM P. DICKEY STUART W. GOLD JOHN W. WHITE JOHN E. BEERBOWER

See as not know what the next letter is in this one 12409-

Amendment Agreement Dated as of November 1, 1980  
Amending Conditional Sale Agreement  
Filed under Recordation No. 12409

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Louisville and Nashville Railroad Company for filing and recordation counterparts of the following document:

Amendment Agreement dated as of November 1, 1980, among each of Pullman Incorporated (Pullman Standard Division), The Chessie Corporation and PACCAR Inc. and Louisville and Nashville Railroad Company and Mercantile-Safe Deposit and Trust Company.

The Amendment Agreement amends a Conditional Sale Agreement, dated as of September 1, 1980, previously filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on November 13, 1980, at 12:45 p.m., Recordation Number 12409.

The Amendment Agreement amends the second paragraph and subparagraph (a) of the fourth paragraph of Article 4 of the CSA.

Carroll - Century

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 12409-B.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and the original of this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

*Laurance V. Goodrich /CBN*

Laurance V. Goodrich  
As Agent for Louisville and  
Nashville Railroad Company

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

Encls.

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

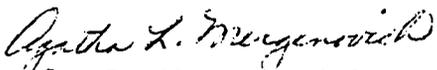
OFFICE OF THE SECRETARY

**Laurance V. Goodrich**  
**Cravath, Swaine, & Moore**  
**One Chase Manhattan Plaza**  
**New York, N. Y. 10005**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **12/2/80** at **1:45PM**, and assigned re-  
recording number(s). **12409-B**

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

no. #5

RECORDATION NO. 12409-B Filed 1425

DEC 2 - 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of November 1, 1980, among each of PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION), THE CHESSIE CORPORATION and PACCAR INC (the "Builders") and LOUISVILLE AND NASHVILLE RAILROAD COMPANY (the "Railroad") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent").

The Builders and the Railroad have entered into a Conditional Sale Agreement dated as of September 1, 1980 (the "CSA"), pursuant to which the Builders severally agreed to construct and conditionally sell to the Railroad and the Railroad agreed to purchase from the Builders certain railroad equipment. The Builders have assigned certain of their interests in the CSA to the Agent pursuant to an Agreement and Assignment dated as of September 1, 1980 (the "Assignment"). The parties hereto desire to amend the CSA and the Assignment and agree as follows:

1. The second paragraph of Article 4 of the CSA is hereby amended so that the amounts \$23,005,290, \$21,909,800 and \$2,714,910 are changed to \$20,515,425, \$19,538,500 and \$2,421,075, respectively, each time such numbers appear in such paragraph.
2. The amount \$47,630,000 appearing in subparagraph (a) of the fourth paragraph of Article 4 of the CSA is hereby changed to \$42,475,000.
3. The Assignment is hereby amended to permit the aforesaid amendments to the CSA.
4. The Railroad will promptly cause this Amendment to be filed and recorded in accordance with Article 19 of the CSA.
5. Except as amended, the CSA and the Assignment shall remain in full force and effect.
6. This Amendment may be executed in several counterparts, all of which shall together constitute a single instrument. It shall not be necessary that any

counterpart be signed by all the parties so long as each party hereto shall execute a counterpart hereof.

7. All references to the Finance Agreement contained in the Finance Agreement, the CSA or the Assignment are deemed to refer to the Finance Agreement as amended by the Adjustment Agreement. All references to the CSA or the Assignment contained in the Finance Agreement, the CSA or the Assignment are deemed to refer to the CSA or the Assignment as amended by this Amendment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers or other persons as of the date first above written.

LOUISVILLE AND NASHVILLE RAILROAD COMPANY,

[Corporate Seal]

by

*A.P. Dhormaker*

Asst. Vice President

Attest:

*A. W. Boyd*  
Attesting Officer

PULLMAN INCORPORATED  
(Pullman Standard Division),

[Corporate Seal]

by

Vice President-Freight Unit

Attest:

Assistant Secretary

THE CHESSIE CORPORATION,

[Corporate Seal]

by

Attest:

PACCAR INC,

[Corporate Seal]

by

Attest:

\_\_\_\_\_

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Agent,

[Corporate Seal]

by

Attest:

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

\_\_\_\_\_  
Corporate Trust Officer

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

On this 24th day of November 1980, before me personally appeared W.P. Shoemaker, to me personally known, who, being by me duly sworn, says that he is a Asst Vice Pres 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.

Marvin J. Parry  
Notary Public

[Notarial Seal]

My Commission expires 3-12-82.

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this \_\_\_\_\_ day of November 1980, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a Vice President-Freight Unit of PULLMAN INCORPORATED (Pullman Standard Division), 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]

My Commission expires \_\_\_\_\_





AMENDMENT AGREEMENT dated as of November 1, 1980, among each of PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION), THE CHESSIE CORPORATION and PACCAR INC (the "Builders") and LOUISVILLE AND NASHVILLE RAILROAD COMPANY (the "Railroad") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent").

The Builders and the Railroad have entered into a Conditional Sale Agreement dated as of September 1, 1980 (the "CSA"), pursuant to which the Builders severally agreed to construct and conditionally sell to the Railroad and the Railroad agreed to purchase from the Builders certain railroad equipment. The Builders have assigned certain of their interests in the CSA to the Agent pursuant to an Agreement and Assignment dated as of September 1, 1980 (the "Assignment"). The parties hereto desire to amend the CSA and the Assignment and agree as follows:

1. The second paragraph of Article 4 of the CSA is hereby amended so that the amounts \$23,005,290, \$21,909,800 and \$2,714,910 are changed to \$20,515,425, \$19,538,500 and \$2,421,075, respectively, each time such numbers appear in such paragraph.
2. The amount \$47,630,000 appearing in subparagraph (a) of the fourth paragraph of Article 4 of the CSA is hereby changed to \$42,475,000.
3. The Assignment is hereby amended to permit the aforesaid amendments to the CSA.
4. The Railroad will promptly cause this Amendment to be filed and recorded in accordance with Article 19 of the CSA.
5. Except as amended, the CSA and the Assignment shall remain in full force and effect.
6. This Amendment may be executed in several counterparts, all of which shall together constitute a single instrument. It shall not be necessary that any

counterpart be signed by all the parties so long as each party hereto shall execute a counterpart hereof.

7. All references to the Finance Agreement contained in the Finance Agreement, the CSA or the Assignment are deemed to refer to the Finance Agreement as amended by the Adjustment Agreement. All references to the CSA or the Assignment contained in the Finance Agreement, the CSA or the Assignment are deemed to refer to the CSA or the Assignment as amended by this Amendment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers or other persons as of the date first above written.

LOUISVILLE AND NASHVILLE RAILROAD  
COMPANY,

[Corporate Seal]

by \_\_\_\_\_

Attest:

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

PULLMAN INCORPORATED  
(Pullman Standard Division),

[Corporate Seal]

by Neil G. Johnson  
Vice President-Freight Unit

Attest:

William O. O'Rourke  
Assistant Secretary

THE CHESSIE CORPORATION,

[Corporate Seal]

by \_\_\_\_\_

Attest:

PACCAR INC,

[Corporate Seal]

by

Attest:

\_\_\_\_\_

\_\_\_\_\_

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Agent,

[Corporate Seal]

by

Attest:

\_\_\_\_\_

Assistant Vice President

\_\_\_\_\_

Corporate Trust Officer

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

On this \_\_\_\_\_ day of November 1980, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a \_\_\_\_\_ 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]

My Commission expires \_\_\_\_\_

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this 24<sup>th</sup> day of November 1980, before me personally appeared Neil J. Johnson, to me personally known, who, being by me duly sworn, says that he is a Vice President-Freight Unit of PULLMAN INCORPORATED (Pullman Standard Division), 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.

Dorothea R. Steadley  
Notary Public

[Notarial Seal]

My Commission expires \_\_\_\_\_ MY COMMISSION EXPIRES FEBRUARY 25, 1984





AMENDMENT AGREEMENT dated as of November 1, 1980, among each of PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION), THE CHESSIE CORPORATION and PACCAR INC (the "Builders") and LOUISVILLE AND NASHVILLE RAILROAD COMPANY (the "Railroad") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent").

The Builders and the Railroad have entered into a Conditional Sale Agreement dated as of September 1, 1980 (the "CSA"), pursuant to which the Builders severally agreed to construct and conditionally sell to the Railroad and the Railroad agreed to purchase from the Builders certain railroad equipment. The Builders have assigned certain of their interests in the CSA to the Agent pursuant to an Agreement and Assignment dated as of September 1, 1980 (the "Assignment"). The parties hereto desire to amend the CSA and the Assignment and agree as follows:

1. The second paragraph of Article 4 of the CSA is hereby amended so that the amounts \$23,005,290, \$21,909,800 and \$2,714,910 are changed to \$20,515,425, \$19,538,500 and \$2,421,075, respectively, each time such numbers appear in such paragraph.
2. The amount \$47,630,000 appearing in subparagraph (a) of the fourth paragraph of Article 4 of the CSA is hereby changed to \$42,475,000.
3. The Assignment is hereby amended to permit the aforesaid amendments to the CSA.
4. The Railroad will promptly cause this Amendment to be filed and recorded in accordance with Article 19 of the CSA.
5. Except as amended, the CSA and the Assignment shall remain in full force and effect.
6. This Amendment may be executed in several counterparts, all of which shall together constitute a single instrument. It shall not be necessary that any

counterpart be signed by all the parties so long as each party hereto shall execute a counterpart hereof.

7. All references to the Finance Agreement contained in the Finance Agreement, the CSA or the Assignment are deemed to refer to the Finance Agreement as amended by the Adjustment Agreement. All references to the CSA or the Assignment contained in the Finance Agreement, the CSA or the Assignment are deemed to refer to the CSA or the Assignment as amended by this Amendment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers or other persons as of the date first above written.

LOUISVILLE AND NASHVILLE RAILROAD  
COMPANY,

[Corporate Seal]

by

Attest:

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

PULLMAN INCORPORATED  
(Pullman Standard Division),

[Corporate Seal]

by

Attest:

\_\_\_\_\_  
Vice President-Freight Unit

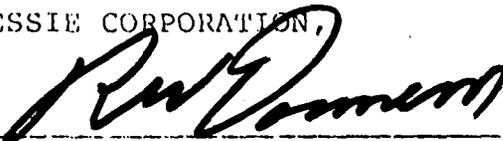
\_\_\_\_\_  
Assistant Secretary

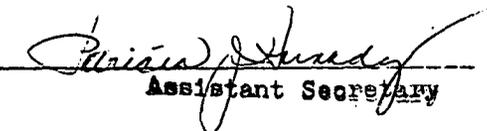
THE CHESSIE CORPORATION,

[Corporate Seal]

by

Attest:

  
\_\_\_\_\_  
Senior Vice-President

  
\_\_\_\_\_  
Assistant Secretary

PACCAR INC,

[Corporate Seal]

by

Attest:

\_\_\_\_\_

\_\_\_\_\_

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Agent,

[Corporate Seal]

by

Attest:

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

\_\_\_\_\_ Corporate Trust Officer

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

On this \_\_\_\_\_ day of November 1980, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a \_\_\_\_\_ 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]

My Commission expires \_\_\_\_\_

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this \_\_\_\_\_ day of November 1980, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a Vice President-Freight Unit of PULLMAN INCORPORATED (Pullman Standard Division), 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]

My Commission expires \_\_\_\_\_

STATE OF *Ohio* ,)  
COUNTY OF *Cuyahoga* ) ss.:  
 ,)

On this *24<sup>th</sup>* day of November 1980, before me personally appeared *R. W. Dornier*, to me personally known, who, being by me duly sworn, says that he is a *Senior Vice-President* of THE CHESSIE 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.

*H. Darlene Winchell*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires *November 24, 1984*

STATE OF ,)  
COUNTY OF ) ss.:  
 ,)

On this \_\_\_\_\_ day of November 1980, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a \_\_\_\_\_ of PACCAR 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

[Notarial Seal]

My Commission expires \_\_\_\_\_



AMENDMENT AGREEMENT dated as of November 1, 1980, among each of PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION), THE CHESSIE CORPORATION and PACCAR INC (the "Builders") and LOUISVILLE AND NASHVILLE RAILROAD COMPANY (the "Railroad") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent").

The Builders and the Railroad have entered into a Conditional Sale Agreement dated as of September 1, 1980 (the "CSA"), pursuant to which the Builders severally agreed to construct and conditionally sell to the Railroad and the Railroad agreed to purchase from the Builders certain railroad equipment. The Builders have assigned certain of their interests in the CSA to the Agent pursuant to an Agreement and Assignment dated as of September 1, 1980 (the "Assignment"). The parties hereto desire to amend the CSA and the Assignment and agree as follows:

1. The second paragraph of Article 4 of the CSA is hereby amended so that the amounts \$23,005,290, \$21,909,800 and \$2,714,910 are changed to \$20,515,425, \$19,538,500 and \$2,421,075, respectively, each time such numbers appear in such paragraph.

2. The amount \$47,630,000 appearing in subparagraph (a) of the fourth paragraph of Article 4 of the CSA is hereby changed to \$42,475,000.

3. The Assignment is hereby amended to permit the aforesaid amendments to the CSA.

4. The Railroad will promptly cause this Amendment to be filed and recorded in accordance with Article 19 of the CSA.

5. Except as amended, the CSA and the Assignment shall remain in full force and effect.

6. This Amendment may be executed in several counterparts, all of which shall together constitute a single instrument. It shall not be necessary that any

counterpart be signed by all the parties so long as each party hereto shall execute a counterpart hereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers or other persons as of the date first above written.

LOUISVILLE AND NASHVILLE RAILROAD  
COMPANY,

[Corporate Seal]

by

Attest:

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

PULLMAN INCORPORATED  
(Pullman Standard Division),

[Corporate Seal]

by

Attest:

\_\_\_\_\_  
Vice President-Freight Unit

\_\_\_\_\_  
Assistant Secretary

THE CHESSIE CORPORATION,

[Corporate Seal]

by

Attest:

PACCAR INC,

[Corporate Seal]

by

B C Jameson

Attest:

W M Brown

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Agent,

[Corporate Seal]

by

Assistant Vice President

Attest:

Corporate Trust Officer

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

On this \_\_\_\_\_ day of November 1980, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a \_\_\_\_\_ 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]

My Commission expires \_\_\_\_\_

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this \_\_\_\_\_ day of November 1980, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a Vice President-Freight Unit of PULLMAN INCORPORATED (Pullman Standard Division), 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]

My Commission expires \_\_\_\_\_

STATE OF  
COUNTY OF

, )  
) ss.:  
, )

On this \_\_\_\_\_ day of November 1980, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a \_\_\_\_\_ of THE CHESSIE 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.

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

[Notarial Seal]

My Commission expires \_\_\_\_\_

STATE OF *WASHINGTON* , )  
COUNTY OF *King* ) ss.:  
 )

On this *24th* day of November 1980, before me personally appeared *B.L. Johnson*, to me personally known, who, being by me duly sworn, says that he is a *Senior Vice President* of PACCAR 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.

*Virginia T. Seibert*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires *1/24/81*



AMENDMENT AGREEMENT dated as of November 1, 1980, among each of PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION), THE CHESSIE CORPORATION and PACCAR INC (the "Builders") and LOUISVILLE AND NASHVILLE RAILROAD COMPANY (the "Railroad") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent").

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1. The second paragraph of Article 4 of the CSA is hereby amended so that the amounts \$23,005,290, \$21,909,800 and \$2,714,910 are changed to \$20,515,425, \$19,538,500 and \$2,421,075, respectively, each time such numbers appear in such paragraph.

2. The amount \$47,630,000 appearing in subparagraph (a) of the fourth paragraph of Article 4 of the CSA is hereby changed to \$42,475,000.

3. The Assignment is hereby amended to permit the aforesaid amendments to the CSA.

4. The Railroad will promptly cause this Amendment to be filed and recorded in accordance with Article 19 of the CSA.

5. Except as amended, the CSA and the Assignment shall remain in full force and effect.

6. This Amendment may be executed in several counterparts, all of which shall together constitute a single instrument. It shall not be necessary that any

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers or other persons as of the date first above written.

LOUISVILLE AND NASHVILLE RAILROAD  
COMPANY,

[Corporate Seal]

by

Attest:

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

PULLMAN INCORPORATED  
(Pullman Standard Division),

[Corporate Seal]

by

Attest:

\_\_\_\_\_  
Vice President-Freight Unit

\_\_\_\_\_  
Assistant Secretary

THE CHESSIE CORPORATION,

[Corporate Seal]

by

Attest:

PACCAR INC,

[Corporate Seal]

by

Attest:

\_\_\_\_\_

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Agent,

[Corporate Seal]

by



Attest:

Assistant Vice President

F. H. Wilber  
Corporate Trust Officer

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

On this \_\_\_\_\_ day of November 1980, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a \_\_\_\_\_ 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]

My Commission expires \_\_\_\_\_

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this \_\_\_\_\_ day of November 1980, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a Vice President-Freight Unit of PULLMAN INCORPORATED (Pullman Standard Division), 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]

My Commission expires \_\_\_\_\_



