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RECORDATION NO. 10532-D Filed 1428

037H 190  
Date 2/16/81  
Fee \$ 20.00

ASSOCIATED OFFICES  
HARRISBURG, PA.  
WASHINGTON, D. C.  
LONDON, ENGLAND  
FRANKFURT/MAIN, GERMANY

FFB 6 1981 -1 40 PM

DIRECT DIAL (215) 972-7777 INTERSTATE COMMERCE COMMISSION February 5, 1981 Washington, D. C.

Via Federal Express

RECORDATION NO. 10532-F Filed 1428

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

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

There are herewith transmitted the following instruments which we desire filed and recorded under the provisions of the Interstate Commerce Act, 49 U.S.C. §11303:

(1) <sup>Three</sup> ~~Two~~ fully executed and notarized originals of a "Lease of Railroad Equipment" dated as of May 7, 1980 between Delaware and Hudson Railway Company, as Lessee, and Heleasco Twelve, Inc., as Lessor, covering 110 50'6" 70-ton boxcars (the "Lease");

(2) Two fully executed and notarized originals of the "Assignment of Lease" dated as of May 7, 1980 by Heleasco Twelve, Inc. in favor of Provident National Bank as Agent, each with the "Consent and Agreements" executed by Delaware and Hudson Railway Company and dated as of May 7, 1980 attached thereto; and

(3) Two fully executed and notarized originals of "Amendment No. 1 to Security Agreement" dated as of May 7, 1980 between Heleasco Twelve, Inc. and Provident National Bank as Agent.

TO INSURE THAT YOUR RECORDING OF THESE INSTRUMENTS IS EFFECTIVE WITHIN YOUR FILING SYSTEM, PLEASE NOTE THAT ALL UNITS SUBJECT TO THE ABOVE-REFERENCED LEASE HAVE BEEN PREVIOUSLY LEASED BY LESSOR TO PICKENS RAILROAD COMPANY AND NATIONAL RAILWAY UTILIZATION CORPORATION AS LESSEE (THE "ORIGINAL LEASE"). THE ORIGINAL LEASE WAS FILED WITH THE INTERSTATE COMMERCE COMMISSION ON JUNE 22, 1979 AND BEARS RECORDATION NUMBER 10532-A. THE UNITS WERE ORIGINALLY ACQUIRED BY LESSOR UNDER

*Eugene Andrews*

Mrs. Agatha L. Mergenovich  
February 5, 1981

S. E. R. & S. No. 2

A PARTICIPATION AGREEMENT DATED AS OF JUNE 1, 1979 WHICH WAS FILED WITH THE INTERSTATE COMMERCE COMMISSION ON JUNE 22, 1979 AND BEARS RECORDATION NUMBER 10532. PLEASE NOTE FURTHER THAT THE UNITS ARE ALREADY SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION ON JUNE 22, 1979 WHICH BEARS RECORDATION NUMBER 10532-C.

Accordingly, note that the Cars subject to the enclosed Lease are the subject of a previous filing with the Interstate Commerce Commission and have now been renumbered so that (a) becomes (b) as indicated below:

- (a) Former Lessee Road Numbers:  
NSL 155582 through 155609 and  
PT205050 through 215131
- (b) Current Lessee Road Numbers:  
(Delaware and Hudson)  
DH26215 through 26242 and  
DH25700 through 25774 and  
26243 through 26249, all inclusive

Please deliver one copy of each of the enclosed originals of the Lease, Lease Assignment with Consent and Agreement, and Amendment No. 1 to Security Agreement, each bearing the Commission's filing and recordation stamp, to:

Kunkel Transportation Services, Inc.  
425 Thirteenth Street, N.W.  
1010 Penn Building  
Washington, D.C. 20004

Very truly yours,



Anthony F. Walsh

AFW/mmcl  
Enclosures  
cc: Ms. Carolyn H. Kunkel

RECORDATION NO. 10532-F Filed 1425

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INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1  
TO  
SECURITY AGREEMENT

THIS AMENDMENT made as of this 7th day of May, 1980, by and between HELEASCO TWELVE, INC., a Delaware corporation with its principal place of business at Suite 203 Springer Building, 3411 Silverside Road, Wilmington, Delaware, 19810 (the "Debtor") and PROVIDENT NATIONAL BANK (the "Agent"), a national banking association with an office at Seventeenth and Chestnut Streets, Philadelphia, Pennsylvania, 19101, as agent for Jefferson Standard Life Insurance Company (the "Lender").

W I T N E S S :

WHEREAS, Debtor and Agent executed a Security Agreement made as of June 21, 1979 to secure the due payment of principal and interest under Debtor's Non-Recourse Promissory Note dated June 21, 1979, payable to the order of Lender in the principal amount of \$3,250,642.72 and any and all other promissory notes at any time thereafter issued in replacement or extension thereof by Debtor;

WHEREAS, under the Security Agreement Debtor assigned to Agent a security interest in all of the equipment listed on Schedule 1 attached thereto ("Equipment") and all of Debtor's right, title and interest in the Lease of that Equipment to National Railway Utilization Corporation and Pickens Railroad Company dated as of June 21, 1979;

WHEREAS, National Railway Utilization Corporation and Pickens Railroad Company defaulted their obligations under said Lease and Debtor has repossessed and re-leased the Equipment to Delaware and Hudson Railway Company under a Lease dated as of May 7, 1980; and

WHEREAS, Debtor wishes to confirm that Agent's lien and security interest under the Security Agreement made as of June 21, 1979 extends not only to the Equipment but also to the New Lease;

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby amend the Security Agreement as follows:

(A) The term "Collateral" in the Security Agreement is hereby amended to include the following:

"1. all of Debtor's right, title and interest in and to the Equipment Lease dated as of May 7, 1980 (the "New Lease") in which Delaware and Hudson Railway Company is the Lessee (the "New Lessee") and Debtor is the Lessor, and all rentals and other moneys payable thereunder, including all proceeds of insurance, condemnation and requisition proceedings and sales or other dispositions of the property subject thereto and all of Debtor's rights, powers and remedies herein and therein (but none of its duties or obligations thereunder, if any), including without limitation, all of Debtor's rights to give and receive any notice, consent, waiver, demand or approval under or in respect of such Lease, to exercise any election or option thereunder or in respect thereof, to accept any surrender of the property subject to the Lease, to execute and deliver any bill

of sale for any such property and to do all other things which the Debtor is entitled to do under such Lease;

2. subject to the rights of the New Lessee under the New Lease, all of the Equipment listed on Schedule A attached hereto, being the same Equipment which appeared as Schedule 1 to the Security Agreement, and all of Debtor's right, title and interest in and to the Equipment and all parts, fittings, accessories, accessions, substitutions, and replacements therefore or thereof, and all contract rights, chattel paper, accounts, rentals, fees, income and proceeds arising from and in connection with the use of the Equipment;"

(B) The Lease Assignment as referred to in the Security Agreement shall mean and include the Lease Assignment dated May 7, 1980 by Debtor to Agent.

(C) Except as set forth herein, Debtor and Agent confirm all of the terms and provisions of the Security Agreement, including without limitation, all representations and warranties which Debtor reconfirms as of the date hereof, except that only those units of Equipment for which Lender has received substituted debt service from Helios Capital Corporation pursuant to its letter undertaking dated May 5, 1980 have been accepted by the New Lessee. Debtor will keep Agent and Lender advised of the actual units accepted by the New Lessee. The term "Lease" shall mean and include the New Lease as referred to herein.

In all other respects the parties hereto confirm the terms and provisions of the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Amendment as of the day first above written.

HELEASCO TWELVE, INC.

By: *P. H. Beckwith*  
Title: **PRESIDENT**

Attest: *J. W. Turner*  
Secretary

(Corporate Seal)

PROVIDENT NATIONAL BANK

By: *John W. McLaughlin*  
Title: **VICE PRESIDENT**

Attest: *John Kovic*  
ASST Secretary

(Corporate Seal)



<u>Builder</u>	<u>Description</u>	<u>Quantity</u>	<u>Former Lessee's Road Numbers (Both Inclusive)</u>	<u>Delaware and Hudson's Road Numbers (Both Inclusive)</u>	<u>Unit</u>	<u>Lessor's Original Purchase Price</u>
Evans Transportation Company (Southern Iron & Equipment Company Division)	50' 6", 70-ton, Plate "C", Rigid Underframe Boxcars with 10' 0" Sliding Doors (Type XM)	110	NSL 155582 through 155609 and PT 205050 through 205131	D&H26215 through 26249 and D&H25700 through 25774	\$40,600	\$4,466,000
<b>TOTAL PURCHASE PRICE</b>						<u><u>\$4,466,000</u></u>

SCHEDULE A TO FIRST AMENDMENT  
TO SECURITY AGREEMENT