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RECORDATION NO. 15172-N

TELECOPIER: (212) 371-2651
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CABLE: TRILAW-NYK

RECORDATION NO. 15172-0

Filed & Recorded

091A085

APR 1 1987 4-30 PM

ANTHONY P. COLE
NEAL DITTERSDORF
ELLEN A. GIBSON
GARY S. JACOBSON
ROBERT A. KARIN
MEGAN LESSER LEVINE
STEVEN M. MANKET
PEGGY A. MARKS
KRISTINE M. REDDINGTON
ERIC D. STATMAN

APR 1 1987 4-30 PM

Date APR 1 1987

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Fee \$ 10.00

March 31, 1987

ICC Washington, D. C.

Office of the Secretary
Recordation Office
Interstate Commerce Commission
Twelfth and Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Recordation and Filing of Two Supplements to Security Agreements pertaining to various Leases and Assignments of Railcars

Dear Sir:

In accordance with the provisions of Section 11303 of the Revised Interstate Commerce Act, 49 U.S.C. § 11303, and Part 1177 of Title 49 of the Code of Federal Regulations, we request that the enclosed documents be recorded and filed by the Interstate Commerce Commission (the "Commission").

A. Description of the Documents and the Parties Thereto

Enclosed herewith are two originals of each of the documents listed below. We request that one original of each document be recorded and filed in the order listed below and that one original be stamped to evidence recordation and returned to us.

Enclosed are:

Two Supplements and Amendments to Security Agreements, each dated as of February 1, 1987, each between Wilmington Trust Company ("WTC"), as agent, Secured Party, the Maryland & Pennsylvania Railroad Company (the "M&P"), Debtor, supplementing the following Security Agreements previously filed:

Handwritten signature: D.T. Kayden

SLADE & PELLMAN

Office of the Secretary
March 31, 1987
Page 2

- (a) Security Agreement, file number 15172-A, relating to Lease dated as of October 10, 1984, between the M&P as lessor and CP as lessee, for two hundred seventy-five (275) boxcars;
- (b) Security Agreement, file number 15172-B, relating to Lease dated as of October 10, 1984, between the M&P as lessor and CP as lessee, for three hundred twenty-five (325) boxcars;

The names and addresses for the parties to the transaction are:

Debtor: The Maryland and Pennsylvania Railroad Company
 One West Market Street
 York, Pennsylvania 17401
 Attn: Mr. Robert Grossman

Secured
Party: Wilmington Trust Company, as agent
 Rodney Square North
 Wilmington, Delaware 19890
 Attn: Ms. Donna P. Closs

B. Procedural Matters

A check in the amount of \$20 has been enclosed with this letter of transmittal to cover the recordation fee.

Please stamp and return the enclosed copy of this letter of transmittal.

If there are any questions with respect to the enclosed or the transactions described therein, please telephone Michael W. Stamm of this Office.

Very truly yours,



SLADE & PELLMAN

Enclosures

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1572-13

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RECORDATION NO. 15172 Filed & Recorded

APR 1 1987 4-3 0 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT AND AMENDMENT TO SECURITY AGREEMENT

SUPPLEMENT AND AMENDMENT, entered into as of February 1, 1987, between WILMINGTON TRUST COMPANY, a Delaware state banking association with an office at Rodney Square North, Wilmington, Delaware 19890, in its capacity as Agent pursuant to the Intercreditor Agreement referred to below (the "Agent") and THE MARYLAND AND PENNSYLVANIA RAILROAD COMPANY, a Maryland and Pennsylvania corporation with an office at 1 West Market Street, York, Pennsylvania 17401 (the "Company").

The Agent and the Company are parties to a Security Agreement entered into as of December 19, 1986 (the "Security Agreement"), which provides, among other things, for the transfer of certain right, title and interest of the Company to the Agent (for the benefit of the Lessors as such term is defined in the Intercreditor Agreement attached as Exhibit A to the Security Agreement the (the "Intercreditor Agreement")) and which grants a certain security interest to the Agent (for the benefit of the Lessors), in each case as collateral security for the payment and performance of all obligations and duties of the Company to the Lessors arising under or by virtue of the Master Leases (as such term is defined in the Intercreditor Agreement).

Pursuant to a Supplement and Amendment to Intercreditor Agreement dated as of the date hereof (the "Supplement") and attached hereto as Exhibit A, the Intercreditor Agreement has been supplemented and amended, among other things to add Carlson Leasing, Inc. ("Carlson") as a Lessor and to include a lease between the Company and Carlson dated the date hereof as a Master Lease.

The Agent and the Company wish to supplement and amend the Security Agreement in the manner set forth below:

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. All of the capitalized terms defined in the Intercreditor Agreement which are used in the Security Agreement are deemed to be defined as in the Intercreditor Agreement as supplemented and amended by the Supplement.

2. The parties confirm that the Security Agreement, as supplemented and amended hereby, continues in full force and effect. This Supplement and Amendment (i) may be executed in

counterparts and (ii) shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

ATTEST

M. Cusling

ATTEST

Joseph W. White
Secretary

1771E

WILMINGTON TRUST COMPANY, as Agent

By:

[Signature]
Title: Senior Financial Services Officer

THE MARYLAND AND PENNSYLVANIA RAILROAD COMPANY

By:

[Signature]
Title: Chairman of the Board

STATE OF Delaware)
~~NEW YORK~~)
New Castle ss.:
COUNTY OF ~~NEW YORK~~

On March 19, 1987, before the undersigned, personally appeared Arthur M. Knott, who, being duly sworn, did depose and say that he resides at Wilmington, Delaware, that he is the SFO of Wilmington Trust Company, the corporation described in and who executed the Supplement and Amendment to Security Agreement, and he acknowledged that he executed the same.

Maria E. Tavares
Notary Public
NOTARY PUBLIC

My Commission expires September 10, 1990

STATE OF Pennsylvania)
~~NEW YORK~~)
ss.:
COUNTY OF ~~NEW YORK~~

On March 24, 1987, before the undersigned, personally appeared Robert Grossman, who, being duly sworn, did depose and say that he resides at Lancaster, Pennsylvania, that he is the COTB of The Maryland and Pennsylvania Railroad Company, the corporation described in and who executed the Supplement and Amendment to Security Agreement, and he acknowledged that he executed the same.

Annamarie Wileczek
Notary Public

1771E

ANNMARIE WILECZEK, Notary Public
York, York County, Pennsylvania
My Commission Expires April 16, 1990

EXHIBIT A

SUPPLEMENT AND AMENDMENT TO INTERCREDITOR AGREEMENT

SUPPLEMENT AND AMENDMENT entered into as of February 1, 1987 among WILMINGTON TRUST COMPANY, a Delaware state banking association with an office at Rodney Square North, Wilmington, Delaware 19890 ("WTC"), as agent hereunder ("Agent"), BAMERILEASE, INC., a California corporation with an office at Two Embarcadero Center, Dept. 5820, San Francisco, California 94111 ("BI"), BAMERILEASE CAPITAL CORPORATION, a California corporation with an office at Two Embarcadero Center, Dept. 5820, San Francisco, California 94111 ("BCC"), ET RAILCAR CORPORATION, a Delaware corporation with an office at 3224 Skycroft Drive, Minneapolis, Minnesota 55418 ("ET"), UNION-TIDEWATER FINANCIAL COMPANY, INC., a Maryland corporation with an office at 7 St. Paul Street, Baltimore, Maryland 21203 ("Union-Tidewater") and MANUFACTURERS HANOVER LEASING CORPORATION, a New York corporation with an office at 270 Park Avenue, New York, New York 10017 ("MHL", and together with BI, BCC, ET and Union-Tidewater, the "Lessors"), THE MARYLAND AND PENNSYLVANIA RAILROAD COMPANY, a Maryland and Pennsylvania corporation with an office at 1 West Market Street, York, Pennsylvania 17401 (the "M&P") and EMONS INDUSTRIES, INC., a New York corporation with an office at 1 West Market Street, York, Pennsylvania 17401 ("Emons") and CARLSON LEASING, INC., a Minnesota corporation with an office at 12755 Highway 55, Minneapolis, Minnesota 55441 ("Carlson").

The Agent, the Lessors, the M&P and Emons are parties to an Intercreditor Agreement entered into as of December 19, 1986 (the "Intercreditor Agreement"), which provides among other things for the manner of exercise of the rights which the Lessors hold in the CP Sublease (as such term is defined in the Intercreditor Agreement);

Pursuant to a lease dated the date hereof (the "Carlson Lease") between the M&P as lessee and Carlson as lessor, Carlson has leased to the M&P fifty (50) boxcars with the understanding that those cars will be subleased by the M&P to CP, pursuant to the CP Sublease;

Carlson, the Lessors, Emons and the M&P wish to supplement and amend the Intercreditor Agreement in the manner set forth below in order, among other things, to include Carlson as a party thereto.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Amendment of Certain Definitions. The following terms used in the Intercreditor Agreement shall be amended in the following respects:

(i) the term "Lessors" shall include Carlson;

(ii) the term "Master Lease" shall include the Carlson Lease;

(iii) the definition ascribed to the term "Net Allocated Portion" shall be amended to read in full as follows:

"Net Allocated Portion" as to each Lessor shall mean the Gross Allocated Portion of any Trust Funds which may be from time to time held by the Agent less (i) in the case of each Lessor other than Carlson, an amount equal to the due and payable (but unpaid) Total Expenses, if any, under the Management Agreement to which such Lessor is a party and (ii) in the case of Carlson an amount equal to any amounts which M&P has the right to retain, or expenses which M&P has the right to be reimbursed for by Carlson, under the Carlson Lease.

2. Amendment of Disbursement Provisions.

(a) Subsections (a) and (b) of Section (3) of the Intercreditor Agreement shall be amended to read in full as follows:

"(3) Disbursement of Trust Funds. (a) Promptly after receiving any Trust Funds which represent hourly, mileage or similar car hire fees, the Agent shall distribute such Trust Funds by disbursing

(i) to each Lessor a portion of such Trust Funds equal to such Lessor's Net Allocated Portion;

(ii) to Emons, as manager under the Management Agreements, a portion of such Trust Funds equal to the due and payable (but unpaid) Total Expenses under the Management Agreements; and

(iii) to the M&P, a portion of such Trust Funds equal to any amounts which M&P has a right to retain, or expenses which the M&P has the right to be reimbursed for by Carlson, under the Carlson Lease.

(b) Promptly after receiving any Trust Funds which represent a settlement payment with respect to a lost, stolen or destroyed boxcar pursuant to Interchange Rules of the Association of American

Railroads or any other payment with respect to a lost, stolen or destroyed boxcar, the Agent shall pay such amount to the Lessor which owns such destroyed boxcar less, in the case of any Lessor other than Carlson, any amount payable to Emons pursuant to Section 7(d) of the Management Agreement to which such Lessor is a party."

3. Addition of Carlson as a Party. By its execution hereof, Carlson agrees to become a party to the Intercreditor Agreement and to be bound by all terms and conditions thereof.

4. Miscellaneous. The parties confirm that the Intercreditor Agreement, as supplemented and amended hereby, continues in full force and effect. This Supplement and Amendment (i) may be executed in counterparts and (ii) shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their representatives thereunto duly authorized, as of February 1, 1987.

EMONS INDUSTRIES, INC.

By _____

THE MARYLAND AND PENNSYLVANIA
RAILROAD COMPANY

By _____

BAMERILEASE, INC.

By _____

BAMERILEASE CAPITAL CORPORATION

By _____

ET RAILCAR CORPORATION

By _____

UNION-TIDEWATER FINANCIAL
COMPANY, INC.

By _____

MANUFACTURERS HANOVER
LEASING CORPORATION

By _____

WILMINGTON TRUST COMPANY, as
agent

By _____

CARLSON LEASING, INC.

By _____

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