

# PEPPER, HAMILTON & SCHEETZ

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WRITER'S DIRECT DIAL NUMBER  
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RECORDATION NO. 14939-1  
FILED 485

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5 GREAT VALLEY PARKWAY  
MALVERN, PA 19355  
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824 MARKET STREET  
WILMINGTON, DE 19801  
302-652-2007

MAY 16 1986 - 1 15 PM

INTERSTATE COMMERCE COMMISSION

May 16, 1986

Date 5/16/86  
Fee \$ 10.00  
ICC Washington, D.C.

HAND DELIVER

Interstate Commerce Commission  
Constitution Avenue and 12th Street, N.W.  
Washington, D.C. 20423

Attention: Mildred Lee, Office of the Secretary,  
Public Record Section, Room 2303

Dear Ms. Lee:

Enclosed for filing and recording in your office are three (3) originally executed and notarized copies of Schedule A(2) to Security Agreement, dated as of April 8, 1986, by and between Union Mutual Life Insurance Company and United States Trust Company and the requisite fee payable to the Interstate Commerce Commission in the amount of \$10.00. Please note that the Schedule A(2)'s are dated May 16, 1986 and have been signed and notarized in counterparts.

For your information, the Security Agreement, dated as of April 8, 1986, by and between Union Mutual Life Insurance Company and United States Trust Company to which the enclosed copies of Schedule A(2) relate was recorded with the Interstate Commerce Commission on April 11, 1986 at 1:05 p.m. and assigned recordation number 14939. For purposes of description in this letter I will hereinafter refer to such security agreement as ICC Security Agreement No. 14939.

The addresses of the parties to Schedule A(2) to the Security Agreement are:

*Sumner Scheetz*  
*(1) Dr.*

PEPPER, HAMILTON & SCHEETZ

Interstate Commerce Commission  
Page Two  
May 16, 1986

United States Trust Company  
40 Court Street  
Boston, Massachusetts 02108

Union Mutual Life Insurance Company  
2211 Congress Street  
Portland, Maine 04122

The equipment to which the Schedule A(2) to Security Agreement relates is described on Exhibits F-5, F-6, F-7 and F-8 attached thereto.

In addition to recording the enclosed Schedule A(2) to Security Agreement, please cross reference it with ICC Security Agreement No. 14939 and designate on ICC Security Agreement No. 14939 that a Schedule A(2) related thereto has been recorded in your office on May 16, 1986. Also, please indicate on ICC Security Agreement No. 14939 the recordation number you assign to the enclosed Schedule A(2).

Please provide the representative of this firm who is delivering this package to you with a receipt and at least one copy of Schedule A(2) to the Security Agreement described in the above.

Thanking you in advance for your attention to this matter, I am

Sincerely,

  
Carol G. Simcox  
Legal Assistant

CGS/dtj

Enclosures

cc: Paula G. Pressman, Esquire  
William J. Forgione, Esquire  
John W. McLamb, Jr., Esquire  
James A. Ounsworth, Esquire

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

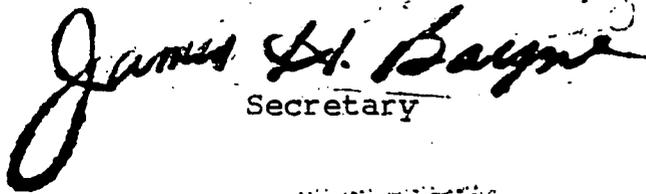
5/16/86

Carol G. Simcox  
Pepper, Hamilton & Scheetz  
The Fidelity Building 20th Floor  
123 South Broad Street  
Phila. PA. 19109-1083

Dear Ms. Simcox:

The enclosed document (s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/16/86 at 1:15pm and assigned recordation number (s). 14939-A

Sincerely yours,

  
Secretary

Enclosure(s)

SE-30  
(7/79)

Schedule A(2) to Security Agreement

Dated as of April 8, 1986,

REGISTRATION NO. 14939-A Filed 1425

From

**MAY 16 1986 - 1 15 PM**

UNITED STATES TRUST COMPANY, INTERSTATE COMMERCE COMMISSION  
as Debtor

To

UNION MUTUAL LIFE INSURANCE COMPANY,  
as Secured Party

The date of this Schedule A(2) is May 16, 1986.

For value received, to induce Secured Party to make the loans evidenced by the notes referred to below and certain other notes (collectively, the Notes) referred to in the Security Agreement referred to above (the Security Agreement) and to secure, equally and ratably, the payment of all such Notes according to their tenor and effect and also to secure all the covenants and obligations of Debtor under such Notes, such Security Agreement and the Note Purchase Agreement, dated as of April 8, 1986, between Debtor and Secured Party (the Note Purchase Agreement) Debtor does hereby irrevocably give, pledge, assign, transfer and set over to Secured Party, its successors and assigns a security interest in and to the items of equipment listed on the attached copy of "Equipment Descriptions", together with all of the right title and interest of the Debtor as lessor under the Lease of Railroad Equipment, dated as of January 30, 1986, together with Amendment Number Two thereto, dated as of January 30, 1986, between Debtor as lessor, and Consolidated Rail Corporation, as lessee (the Lease,) as such Lease relates to such Equipment, and all of the other rights and property with respect to the foregoing referred to in Article I of the Security Agreement.

The Notes being executed and delivered by Debtor concurrently with the execution and delivery of the Schedule A(2) to Security Agreement are as follows:

<u>Note Number</u>	<u>Lease Equipment Schedule Number</u>	<u>Original Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rates</u>
V	5	\$1,027,970	May 1, 1991	9.375%
VI	6	\$ 177,093	May 1, 1996	9.50%
VII	7	\$ 315,194	May 1, 1993	9.55%
VIII	8	\$ 275,902	May 1, 1994	9.55%

This Schedule A(2) to Security Agreement is supplemental to the Security Agreement and has been executed and delivered so as to make the property described herein subject to the security interest created by said Security Agreement. This Schedule A(2) to Security Agreement shall not be construed to limit any of the rights or obligations of the parties to the Security Agreement but is in furtherance thereof.

This Schedule A(2) to Security Agreement may be executed in counterpart, each executed counterpart constituting an original but all together constituting only one Schedule A(2).

Equipment Description

<u>Description</u>	<u>Acceptance Date</u>	<u>Serial Number</u>	<u>Engine Number (if applicable)</u>	<u>ConRail Number</u>	<u>Lessor's Cost</u>
Two Tie Gang Spikers HS Super B with parts & tools (Rexnord Inc.)	Apr. 1, 1986	572 573		SM3037 SM3038	\$ 77,195.00 \$ 77,195.00
One Tie Bed Scarifier Model W87E2-1 (Fairmont Railway Motors)	Apr. 1, 1986	254722	3D0199993	TB1467	\$ 59,700.00
Two Tie Bed Scarifiers Model W87E2-1 (Fairmont Railway Motors)	Apr. 1, 1986	254723 254724	3D0199991 3D0200041	TB1469 TB1470	\$ 59,700.00 \$ 59,700.00
One Ballast Double Broom Model DB with Parts (Tampar Corp.)	Apr. 1, 1986	1786926		BB1003	\$ 66,092.63
Two Ballast Double Brooms Model DB with Parts (Tampar Corp.)	Apr. 1, 1986	1786936 1786946		BB1004 BB1005	\$ 65,828.88 \$ 67,383.88
One Tie Gang Spiker HS Super B with parts & tools (Rexnord Inc.)	Apr. 1, 1986	571		SM3036	\$ 78,154.49
One Tie Gang Spiker HS Super B with parts & tools (Rexnord Inc.)	Apr. 3, 1986	570		SM3035	\$ 78,154.49
One TKO One-Piece Tie Remover/Inserter (Portec/RMC)	Apr. 3, 1986	681		TE4005	\$ 104,766.69
One TKO One-Piece Tie Remover/Inserter (Portec/RMC)	Apr. 3, 1986	682		TE4006	\$ 104,860.52
Three Super Claw Rail Gang Spike Pullers with parts & tools (Rexnord Inc.)	Apr. 3, 1986	210 211 215		SP3007 SP3108 SP3112	\$ 30,655.00 \$ 30,655.00 \$ 30,655.00

Equipment Description (cont.)

<u>Description</u>	<u>Acceptance Date</u>	<u>Serial Number</u>	<u>Engine Number (if applicable)</u>	<u>ConRail Number</u>	<u>Lessor's Cost</u>
One Ballast Regulator with Hopper, Model PBR-550 (Plasser American)	Apr. 21, 1986	1744		BR5007	\$ 185,374.59
One Ballast Regulator with Hopper, Model PBR-550 (Plasser American)	Apr. 24, 1986	1745		BR5008	\$ 185,801.29
One Jimbo Car Top Material/Tie Unloader with accessories (Marmon Transmotive)	Apr. 24, 1986	152		CJ1001	\$ 151,895.05
One Super Claw Rail Gang Spiker Puller with parts & tools (Rexnord Inc.)	Apr. 29, 1986	216		SP3013	\$ 30,655.00
One Ballast Regulator with Hopper, Model PBR-550 (Plasser American)	Apr. 29, 1986	1746		BR5009	\$ <u>186,923.54</u>
				Total	<u>\$1,731,346.05</u>

Equipment Description

<u>Description</u>	<u>Acceptance Date</u>	<u>Serial Number</u>	<u>Engine Number (if applicable)</u>	<u>ConRail Number</u>	<u>Lessor's Cost</u>
One 15-Ton Galion Hydraulic Crane Model C150FI (Lake-to-Seas, Inc.) (T.C. Johnson Co.)	Apr. 18, 1986	9517		CH1536	\$ 144,943.00
One 15-Ton Galion Hydraulic Crane Model C150FI (Lake-to-Seas, Inc.) (T.C. Johnson Co.)	Apr. 21, 1986	9525		CH1537	\$ <u>144,500.00</u>
				Total	\$ <u>289,443.00</u>

Equipment Description

<u>Description</u>	<u>Acceptance Date</u>	<u>Serial Number</u>	<u>Battery No. Charger No. (if applicable)</u>	<u>ConRail Number</u>	<u>Lessor's Cost</u>
One Komatsu Forklift Model FB15MU (U.S. Material Handling) Location: Selkirk Warehouse Selkirk, NY 12158	Mar. 20, 1986	1142	1BE10017 ES318850	V3504	\$ 19,324.00
Three Crown Stock/Order Picker Forklifts Model 30SP42TT (U.S. Material Handling) Location: Burgoon Road So. Altoona, PA 16603	Apr. 1, 1986	W48855	12E170-11 ES312850	V3501	\$ 18,115.00
Location: 8506 E. 30th St. Indianapolis, IN 46219		W48856	12E170-11 ES312850	V3502	\$ 18,115.00
Location: 8506 E. 30th St. Indianapolis, IN 46219		W48839	12E170-11 ES312850	V3503	\$ 18,268.00
Three Crown Reach Stacker Forklifts Model 45RRIT (U.S. Material Handling) Location: 8506 E. 30th St. Indianapolis, IN 46219	Apr. 1, 1986	W48778	1BE14013 ES318850	V4501	\$ 23,758.00
Location: 14617 Sacranac Rd. Cleveland, OH 44110		W48777	1BE14013 ES318850	V4502	\$ 22,018.00
Location: Mansfield & Bliss Streets Columbus, OH 43219		W48776	1BE14013 ES318850	V4503	\$ 22,018.00
Two Tie Inserters Model 1015 (Loram Maintenance of Way)	Apr. 1, 1986	1015861		TX3020	\$ 95,606.80
		1015862		TX3021	\$ 94,976.44
One Tie Inserter Model 1015 (Loram Maintenance of Way)	Apr. 10, 1986	1015863		TX3022	\$ 95,954.80
One Tie Inserter Model 1015 (Loram Maintenance of Way)	Apr. 14, 1986	1015864		TX3023	\$ <u>95,705.68</u>
				Total	\$ <u>523,859.72</u>

Equipment Description

<u>Description</u>	<u>Acceptance Date</u>	<u>Serial Number</u>	<u>Engine Number (if applicable)</u>	<u>ConRail Number</u>	<u>Lessor's Cost</u>
One Marathon LeTourneau diesel-electric solid state Letro-Porter Model 2682SS (LeTourneau Sales) Location: Pennsylvania Truck Lines Trailvan Terminal 47th Street Chicago, IL	Apr. 25, 1986	1035		PTL55-1069	\$ 447,405.00
				Total	<u>\$ 447,405.00</u>

IN WITNESS WHEREOF, the parties have caused this  
Schedule A(2) to be executed under seal this 16<sup>th</sup> day of  
May, 1986.

DEBTOR:

UNITED STATES TRUST COMPANY

By: Tamara P. Davis

Its: Senior Vice President

SECURED PARTY:

UNION MUTUAL LIFE  
INSURANCE COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this  
Schedule A(2) to be executed under seal this 16<sup>th</sup> day of  
May, 1986.

DEBTOR:

UNITED STATES TRUST COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

SECURED PARTY:

UNION MUTUAL LIFE  
INSURANCE COMPANY

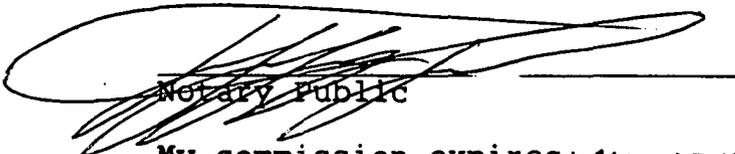
By: David R. Murray mru  
DAVID R. MURRAY

Its: SECOND VICE PRESIDENT

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.:  
COUNTY OF SUFFOLK )

On this 16<sup>th</sup> day of May, 1986, before me personally appeared TAMARA P. DAVIS, to me personally known, who, being by me duly sworn, says that she is Senior Vice President of UNITED STATES TRUST COMPANY, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

  
Notary Public

My commission expires: May 23, 1991

STATE OF MAINE )  
 ) ss.:  
COUNTY OF CUMBERLAND )

On this \_\_\_\_ day of May, 1986, before me personally appeared DAVID R. MURRAY, to me personally known, who, being by me duly sworn, says that he is Second Vice President of UNION MUTUAL LIFE INSURANCE COMPANY, and that the foregoing 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.

[Notarial Seal]

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

My commission expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS) )  
 ) ss.:  
COUNTY OF SUFFOLK )

On this \_\_\_\_ day of May, 1986, before me personally appeared TAMARA P. DAVIS, to me personally known, who, being by me duly sworn, says that she is Senior Vice President of UNITED STATES TRUST COMPANY, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

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

My commission expires: \_\_\_\_\_

STATE OF MAINE ) )  
 ) ss.:  
COUNTY OF CUMBERLAND )

On this 8th day of May, 1986, before me personally appeared DAVID R. MURRAY, to me personally known, who, being by me duly sworn, says that (s)he is SECOND VICE PRESIDENT of UNION MUTUAL LIFE INSURANCE COMPANY, and that the foregoing 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.

[Notarial Seal]

Cathy A. H. Plesse  
Notary Public

My commission expires: 8/30/91