

PEPPER, HAMILTON & SCHEETZ

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717-255-1155

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313-259-7110

ATTORNEYS AT LAW

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THE FIDELITY BUILDING
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215-893-3000

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215-251-0777

824 MARKET STREET
WILMINGTON, DE 19801
302-652-2007

RECORDATION NO. 14939-15 Filed 1425

WRITER'S DIRECT DIAL NUMBER
(215) 893-3084

JUN 27 1986 - 12 05 PM

No. 6-178A057
Date JUN 27 1986
Fee \$ 10.00

June 27, 1986 INTERSTATE COMMERCE COMMISSION

HAND DELIVER

KCC Washington, D.C.

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

JUN 27 11 59 AM '86
MOTOR OPERATING UNIT
ICC OFFICE OF
THE SECRETARY

Dear Ms. Lee:

Enclosed for filing and recording in your office are three (3) originally executed and notarized copies of Schedule A(3) 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(3)'s are dated June 27, 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(3) 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(3) to the Security Agreement are:

Robby [Signature]
Q.

PEPPER, HAMILTON & SCHEETZ

Interstate Commerce Commission
Page Two
June 27, 1986

United States Trust Company
40 Court Street
Boston, Massachusetts 02108

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

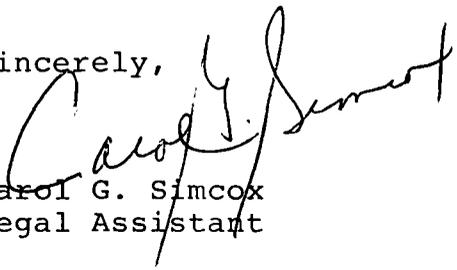
The equipment to which the Schedule A(3) to Security Agreement relates is described on Exhibits F-9, F-10, and F-11 attached thereto.

In addition to recording the enclosed Schedule A(3) 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(3) related thereto has been recorded in your office on June 27, 1986. Also, please indicate on ICC Security Agreement No. 14939 the recordation number you assign to the enclosed Schedule A(3).

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(3) 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: William J. Forgione, Esquire
John Fansmith, Esquire
John W. McLamb, Jr., Esquire
James A. Ounsworth, Esquire

P.S.: For your information, on May 16, 1986 at 1:15 p.m. Schedule A(2) to the Security Agreement was filed in your office and assigned recordation no. 14939-A.

Interstate Commerce Commission
Washington, D.C. 20423

6/27/86

OFFICE OF THE SECRETARY

Carol G. Simcox
Legal Assistant
Pepper, Hamilton & Scheetz
123 South Broad St.
Philadelphia, PA. 19109

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 6/27/86 at 12:05pm, and assigned re-
recording number (s). 14939-B

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

Schedule A(3) to Security Agreement

REGISTRATION NO. 14939 B FILED 1425

Dated as of April 8, 1986,

JUN 27 1986 -12 05 PM

From

INTERSTATE COMMERCE COMMISSION

UNITED STATES TRUST COMPANY,
as Debtor

To

UNION MUTUAL LIFE INSURANCE COMPANY,
as Secured Party

The date of this Schedule A(3) is June 27, 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 One 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(3) 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>
IX.	9.	\$1,009,488.00	March 1, 1990	9.375%
X.	10.	\$ 113,112.00	December 1, 1993	9.50%
XI.	11.	\$ 295,244.00	June 1, 1992	9.55%

This Schedule A(3) 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(3) 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(3) to Security Agreement may be executed in counterpart, each executed counterpart constituting an original but all together constituting only one Schedule A(3).

IN WITNESS WHEREOF, the parties have caused this
Schedule A(3) to be executed under seal this 27th day of
June, 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(3) to be executed under seal this 27th day of
June, 1986.

DEBTOR:

UNITED STATES TRUST COMPANY

By: _____

Its: _____

SECURED PARTY:

UNION MUTUAL LIFE
INSURANCE COMPANY

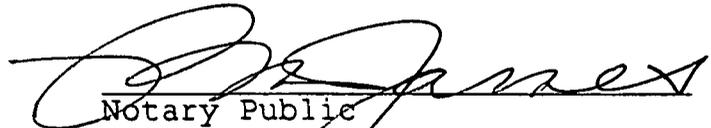
By: David R. Murray
David R. Murray

Its: Second Vice President

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

On this 27th day of June, 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
PATRICIA M. JAMES
My commission expires ~~My Commission Expires~~
March 28, 1991

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

On this ___ day of June, 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 June, 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 23rd day of June, 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]

Louanne B. Woody

Notary Public

My commission expires: 10/26/86

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 Jimbo Car Top Material Tie Unloader with Accessories (Marmon Transmotive)	May 21, 1986	155		CJ1004	\$ 152,500.00
One Ballast Regulator Model PBR-500 (Plasser American)	May 23, 1986	1756		BR3004	\$ 121,675.85
One Ballast Regulator Model PBR-500 (Plasser American)	May 29, 1986	1757		BR3005	\$ 121,564.64
				Total	<u>\$1,724,562.57</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 Ballast Regulator with Hopper Model PBR-550 (Plasser American)	May 5, 1986	1747		BR5010	\$ 187,283.62
One Jimbo Car Top Material Tie Unloader with Accessories (Marmon Transmotive)	May 6, 1986	153		CJ1002	\$ 151,895.05
One Scrap Picker Model 51 (Holley Engineering)	May 7, 1986	125		TR3006	\$ 88,366.70
One Tie Plate Loader/Picker, Model 52 (Holley Engineering Co.)	May 7, 1986	126		TR2005	\$ 82,725.00
One Jimbo Car Top Material Tie Unloader with Accessories (Marmon Transmotive)	May 8, 1986	154		CJ1003	\$ 152,775.00
Two Ballast Regulators Model 46-5 (Kershaw)	May 9, 1986	C46-188-86	6V-71-132230	BR1322	\$ 96,905.04
		C46-189-86	6V-71-132568	BR1323	\$ 96,905.04
One Ballast Regulator Model PBR-500 (Plasser American)	May 14, 1986	1753		BR3001	\$ 121,977.34
One Ballast Regulator Model 46-5 (Kershaw)	May 15, 1986	C46-190-86	6VA-132257	BR1325	\$ 96,905.04
Miscellaneous Freight	(Pd. May 19, 1986)				\$ 8,768.8
Two Ballast Regulators Model PBR-500 (Plasser American)	May 20, 1986	1754		BR3002	\$ 121,076.2
		1755		BR3003	\$ 123,239.2

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>
One 15-Ton Galion Hydraulic Multi-Dual Rail Crane (Lake-to-Seas, Inc.) (T.C. Johnson Co.)	May 5, 1986	9518		CH1538	\$ 188,520.00
				Total	<u>\$ 188,520.00</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	May 27, 1986	1036		PTL55-1070	\$ 492,072.98
				Total	<u>\$ 492,072.98</u>