

Agatha Mergenovich
Interstate Commerce Commission
Washington, D.C.

RECORDATION NO. 13456-14
Filed 1425

AUG 1 1984 -3 10 PM

Dear Ms. Mergenovich:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of 49 USC 11303(a) are the original and four counterparts of a First Amendment to Security Agreement dated as of April 1, 1984. The Security Agreement to which said First Amendment relates is dated as of January 1, 1982 and was filed with your office at 3:25 P.M. on January 28, 1982 and given Recordation No. 13456. Said First Amendment is a secondary document.

A general description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Debtor: IC Equipment Leasing Company
111 East Wacker Drive
Chicago, Illinois 60601

Secured Party: Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60690

The undersigned is the Debtor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and three copies of the First Amendment to Security Agreement to Larry Elkins, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

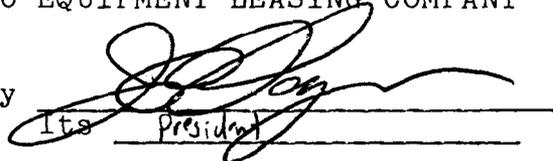
A short summary of the enclosed secondary document to appear in the Index follows:

First Amendment to Security Agreement from IC Equipment Leasing Company, as Debtor, 111 East Wacker Drive, Chicago, Illinois 60601, to Harris Trust and Savings Bank, as Secured Party, 111 West Monroe Street, Chicago, Illinois 60903, covering 12 locomotives and 382 open top hopper cars.

Very truly yours,

IC EQUIPMENT LEASING COMPANY

By


Its President

DEBTOR AS AFORESAID

Enclosures

DESCRIPTION OF EQUIPMENT

12	SW-14 Diesel Electric Locomotives Marked and Numbered ICG 1500 through ICG 1511, both inclusive
382	100-Ton Open Top Hopper Cars Marked and Numbered ICG 388000 through ICG 388381, both inclusive

(I.C.G. No. 82-1)

SCHEDULE A

REGISTRATION NO. 13456 A
Filed 1428

AUG 1 1984 - 3 00 PM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO
SECURITY AGREEMENT

Dated as of April 1, 1984

From

IC EQUIPMENT LEASING COMPANY

DEBTOR

To

HARRIS TRUST AND SAVINGS BANK

SECURED PARTY

(I.C.G. No. 82-1 Debt Repricing)
(12 Locomotives and 382
Open Top Hopper Cars)

FIRST AMENDMENT TO
SECURITY AGREEMENT

THIS FIRST AMENDMENT TO SECURITY AGREEMENT dated as of April 1, 1984 (the "First Amendment") is from IC EQUIPMENT LEASING COMPANY (the "Debtor"), Debtor's post office address being 111 East Wacker Drive, Chicago, Illinois 60601, Attention: Treasurer, to HARRIS TRUST AND SAVINGS BANK (the "Secured Party") whose post office address is 111 West Monroe Street, Chicago, Illinois 60690, Attention: Transportation Division.

R E C I T A L S:

A. The Debtor and the Secured Party have heretofore executed and delivered a Security Agreement dated as of January 1, 1982 (the "Original Security Agreement") pursuant to which the Debtor granted to the Secured Party a security interest in the Collateral therein described (hereinafter referred to as the "Collateral").

B. The Original Security Agreement was recorded in the Office of the Secretary of the Interstate Commerce Commission on January 28, 1982 at 3:25 P.M. and was given Recordation No. 13456.

C. The Original Security Agreement was entered into as part of a leveraged lease financing of 12 Rebuilt SW-14 Diesel Electric Locomotives, marked and numbered ICG 1500 through 1511, both inclusive, and 382 100-ton Open Top Hopper Cars, marked and numbered ICG 388000 through 388381, both inclusive, more fully described in Schedule 1 hereto (the "Equipment"). In order to provide a portion of the funds used by the Debtor to acquire the Equipment, the Debtor issued and sold its Secured Notes (the "Original Notes") to the Secured Party in the principal amount of \$14,605,081.60, which Original Notes remain outstanding in such unpaid principal balance.

D. The Debtor now proposes to restructure the Original Notes by revising the method of determining the interest payable thereon and, to evidence such revision, to exchange the Original Notes for Secured Notes of the Debtor (the "Notes") bearing interest at the rate from time to time determined as set forth therein. The Notes to be issued as of the date hereof pursuant to the Original Security Agreement, as amended hereby, shall be dated April 1, 1984 in principal amount of \$14,605,081.60 and will be in the form of Exhibit A attached hereto.

E. In order to induce the Note Purchaser to exchange the Original Notes for the Notes and to cause the Notes to be secured by the Collateral in the same manner and to the same extent as if the grant of the security interest in the Collateral were fully herein restated in its entirety to secure the Notes,

the Debtor desires to amend the Original Security Agreement as hereinafter set forth (the Original Security Agreement, as amended hereby, is hereinafter referred to as the "Security Agreement").

In consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Debtor and the Secured Party agree that the Original Security Agreement shall be deemed to be and is hereby amended upon the execution and delivery of this First Amendment as follows:

1. Recital A of the Original Security Agreement shall be amended to read in its entirety as follows:

"A. The Debtor and the Secured Party originally entered into a Participation Agreement dated as of January 1, 1982 (the "Participation Agreement") with Harris Trust and Savings Bank (the "Note Purchaser") providing for the commitment of the Note Purchaser to purchase on Closing Dates not later than March 31, 1982 the Secured Notes (the "Original Notes") of the Debtor in the aggregate principal amount of \$14,605,081.60. Thereafter, the Debtor and the Secured Party entered into a Debt Repricing Agreement dated as of April 1, 1984 (the "Debt Repricing Agreement") with the Lessee providing for the exchange of the Original Notes for the Secured Notes (the "Notes") of the Debtor in the aggregate principal amount of \$14,605,081.60, being the aggregate unpaid principal amount of the Original Notes on April 1, 1984. The Notes are to be dated April 1, 1984, to bear interest from such date, to be expressed to mature in forty consecutive quarterly installments, including both principal and interest, the principal portion thereof to be payable in accordance with the amortization schedule set forth in Schedule 1 to the Original Security Agreement with the first such installment to be paid on July 1, 1984 and the balance of such installments to be paid on the first day of October, January, April and July thereafter to and including April 1, 1994, and to be otherwise substantially in the form attached hereto as Exhibit A. The Notes are to bear interest determined as therein provided. Reference herein to this "Security Agreement" shall mean and include this Security Agreement, as amended by the First Amendment thereto dated as of April 1, 1984 and as from time to time amended or supplemented thereafter pursuant to the terms hereof. As used throughout this Security Agreement, the term "Notes" shall mean and include any notes of the Debtor which are issued in order to refinance the Notes as contemplated by the Debt Repricing Agreement and the term "indebtedness hereby secured" shall mean and include all sums due in respect of such refinancing notes."

2. Recital B of the Original Security Agreement shall be amended so that ", Debt Repricing" is added after "Security Agreement".

3. The first paragraph of Section 1 of the Original Security Agreement shall be amended by adding the words "and Debt Repricing Agreement" after the words "Participation Agreement".

4. Section 1.1 of the Original Security Agreement shall be amended so that the portion thereof appearing immediately following the parenthetical definition ending "Item of Equipment") and prior to the semicolon contained therein shall read as follows:

", and which constitutes the Equipment leased and delivered under that certain Equipment Lease dated as of January 1, 1982, as amended by a First Amendment thereto dated as of January 1, 1982 and by a Second Amendment thereto dated as of April 1, 1984 (together the "Lease") between the Debtor, as lessor, and the Lessee, as lessee;"

5. Section 1.5(a) of the Original Security Agreement shall be amended by adding at the end thereof the phrase "and all amounts payable pursuant to Section 2.1(c)(2) and (4) of the Lease".

6. Sections 5.1(c) and 5.1(d) of the Original Security Agreement shall be amended so that the phrase ", the Debt Repricing Agreement" shall be added immediately following the phrase "this Security Agreement".

7. Section 5.3 of the Original Security Agreement shall be amended by adding to clause (b) thereof immediately after the phrase "without premium or penalty" the phrase "except for the amount, if any, payable pursuant to Sections 2.4 and 2.6 of the Debt Repricing Agreement".

8. Exhibit A to the Original Security Agreement shall be amended in its entirety to read as set forth in the form of the Secured Note attached as Exhibit A to this First Amendment.

This First Amendment to Security Agreement-Trust Deed shall be construed in accordance with and governed by the laws of the State of Illinois; provided, however, that the Secured Party shall be entitled to all the rights conferred by any applicable Federal statute, rule or regulation.

This First Amendment to Security Agreement-Trust Deed may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Security Agreement.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this First Amendment to Security Agreement to be executed, as of the day and year first above written.

IC EQUIPMENT LEASING COMPANY

[CORPORATE SEAL]

ATTEST:

W. B. Moore
Secretary

By

[Signature]
Its President

HARRIS TRUST AND SAVINGS BANK

[CORPORATE SEAL]

ATTEST:

[Signature]
Assistant Secretary

By

[Signature]
Its Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 30th day of July, 1984, before me personally appeared J P Fagan, to me personally known, who being by me duly sworn, says that he is President of IC EQUIPMENT LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed 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.

Deborah Lewis
Notary Public

(SEAL)

My commission expires: My Commission Expires April 28, 1986

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 31st day of July, 1984, before me personally appeared Sharon P. Walsh, to me personally known, who being by me duly sworn, says that he is a Vice President of HARRIS TRUST AND SAVINGS BANK, 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.

Shelley A. Mozdzierz
Notary Public

(SEAL)

My commission expires: My Commission Expires 9/21/85

DESCRIPTION OF EQUIPMENT

- 12 SW-14 Diesel Electric Locomotives Marked and
Numbered ICG 1500 through ICG 1511, both inclusive
- 382 100-Ton Open Top Hopper Cars Marked and Numbered ICG
388000 through ICG 388381, both inclusive

(I.C.G. No. 82-1)

SCHEDULE 1
(to First Amendment to Security Agreement)

IC EQUIPMENT LEASING COMPANY

SECURED NOTE

No. R-

\$ _____, 1983

FOR VALUE RECEIVED, the undersigned, IC EQUIPMENT LEASING COMPANY (the "Company") promises to pay to

HARRIS TRUST AND SAVINGS BANK
("Harris Bank")

or registered assigns,
the principal sum of

and to pay interest accrued and unpaid from the date hereof until maturity (computed on the actual number of days elapsed divided by 360) on the unpaid principal hereof, in installments as follows:

(i) Forty (40) installments of principal and interest, the amount of the principal portion of each respective installment shall be equal to the amount therefor specified on Schedule A attached hereto and made a part hereof, payable on July 1, 1984 and on the first day of each October, January, April and July thereafter to and including April 1, 1994; and

(ii) Interest on overdue principal and (to the extent legally enforceable) on overdue interest at a rate per annum determined from time to time as herein-after provided.

The rate of interest payable through March 31, 1986 on the principal balance of this Note from time to time outstanding shall be determined in the manner provided in the Debt Repricing Agreement referred to below. Interest for said period through March 31, 1986 payable pursuant to clause (ii) above shall be computed for the duration of the Interest Period then in effect, at the higher of 1% in excess of the rate of interest in effect for such Interest Period or 1% in excess of the Prime Rate, and thereafter at 1% in excess of the Prime Rate. For the period from and after April 1, 1986 until the entire principal and interest on this Note shall have been paid in full, interest accrued and payable pursuant to clause (i) above shall be computed at 120% of the Prime Rate and interest accrued and payable pursuant to clause (ii) above shall be computed at 1% in excess of 120% of the Prime

EXHIBIT A

(to First Amendment to Security Agreement)

Rate. As used herein, the term "Prime Rate" means for any date the rate of interest announced by Harris Bank from time to time as its prime commercial rate, with any change in said Prime Rate resulting from a change in said prime commercial rate to be and become effective as to the Company as of and on the date of the relevant change in said prime commercial rate.

Both the principal hereof and interest hereon are payable to the registered holder hereof in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. If the date on which any payment on this Note is to be made is not a business day, the payment otherwise payable on such date shall be payable on the next succeeding business day. For purposes of this Note, the term "business day" means calendar days, excluding Saturdays, Sundays and holidays on which banks in the State of Illinois are authorized or required to close.

This Note is one of the Secured Notes of the Company not exceeding \$14,605,081.60 in aggregate principal amount (the "Notes") issued under and pursuant to the Debt Repricing Agreement dated as of April 1, 1984 among the Company, Illinois Central Gulf Railroad Company (the "Lessee") and Harris Bank, and also issued under and equally and ratably with said other Notes secured by that certain Security Agreement dated as of January 1, 1982, as amended by a First Amendment thereto dated as of April 1, 1984 (together, the "Security Agreement") from the Company to Harris Bank. Reference is made to the Security Agreement and all supplements and amendments thereto executed pursuant to the Security Agreement for a description of the Collateral (as defined in the Security Agreement), and the nature and extent of the security and rights of Harris Bank, the holder or holders of the Notes and of the Company in respect thereof.

This Note may be prepaid by the Company upon not less than ten business days prior written notice given in the manner provided in Section 7.10 of the Security Agreement in an amount equal to the entire unpaid principal plus accrued interest to the date of prepayment, but without premium (but subject to the amount, if any, payable pursuant to Sections 2.4 and 2.6 of the Debt Repricing Agreement).

The terms and provisions of the Security Agreement and the rights and obligations of Harris Bank and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Security Agreement.

This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Company, duly endorsed or accompanied by a written instrument of transfer, duly executed by the registered holder of this Note or his attorney duly authorized in writing.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of Illinois.

Anything in this Note to the contrary notwithstanding, no holder hereof, nor any successors or assigns thereof, shall have any claims, remedy or right to proceed against the Company in its individual corporate capacity or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Company for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by this Note or for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the collateral under the Security Agreement (the "Collateral"); and the holder of this Note by its acceptance hereof waives and releases any personal liability of the Company in its individual corporate capacity, and any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Company for and on account of such indebtedness or such liability; and the holder of this Note agrees to look solely to the Collateral for the payment of said indebtedness or the satisfaction of such liability; provided, however nothing herein contained shall limit, restrict or impair the rights of Harris Bank to accelerate the maturity of this Note upon a default thereunder, to bring suit and obtain a judgment against the Company on this Note or to exercise all rights and remedies provided under the Security Agreement or otherwise realize upon the Collateral; provided, further, that nothing in this paragraph shall be construed to limit in scope or substance those representations and warranties of the Company in its individual capacity set forth in the Participation Agreement, the Debt Repricing Agreement or the Security Agreement.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

IC EQUIPMENT LEASING COMPANY

By _____
Its Vice President

NOTICE

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE. THIS NOTE MAY NOT BE OFFERED OR SOLD UNLESS IT IS REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.