

RECORDATION NO. 13930-B Filed 1425

JUL 29 1983 2 20 PM

INTERSTATE COMMERCE COMMISSION

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION

RECORDATION NO. 13930-C Filed 1425  
JUL 29 1983 2 20 PM

INTERSTATE COMMERCE COMMISSION

No. JUL 29 1983

Date .....

Fee \$ 20.00

ICC Washington, D.C.

July 29, 1983

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U.S.C.  
FEE OPERATION BR.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Sir or Madam:

Enclosed herewith for recordation with the Interstate Commerce Commission pursuant to the provisions of Section 11303 of Title 49 of the United States Code are one original and two counterparts of each of the following documents:

1. Amendment Number One to Mortgage, Loan and Security Agreement dated as of July 15, 1983 between The Connecticut Bank and Trust Company, National Association, not in its individual capacity but solely as trustee under a Trust Agreement dated as of January 15, 1983 between it and Litton Equity Investments, Inc., as beneficiary thereunder, as Borrower ("Borrower"), and Sun Life Assurance Company of Canada (U.S.), as Lender ("Lender"), amending the Mortgage, Loan and Security Agreement dated as of January 15, 1983 ("Mortgage") between the Borrower and the Lender, which Mortgage was filed with the Interstate Commerce Commission on February 1, 1983 at 1:05 PM and assigned recordation number 13930 and which Mortgage evidences, among other things, the mortgage and assignment as security by the Borrower to the Lender of the Borrower's right, title and interest in, to and under (i) certain railroad cars described below and all proceeds thereof and (ii) an Equipment Lease dated as of January 15, 1983 ("Lease") between the Borrower, as Lessor, and St. Louis Southwestern Railway Company, as Lessee ("Lessee"), and all payments to become due thereunder.

*Copy kept - J. Williams*

2. Amendment Number One to Equipment Lease dated as of July 15, 1983 between the Borrower, as Lessor ("Lessor"), and the Lessee amending the Lease, which Lease was filed with the Interstate Commerce Commission on February 1, 1983 at 1:05 PM and assigned recordation number 13930-A and which Lease evidences, among other things, the lease by the Lessor to the Lessee of railroad cars used or intended for use in connection with interstate commerce.

The names and addresses of the parties to the transaction are as follows:

1. The Connecticut Bank and Trust Company, National Association (having its address at One Constitution Plaza, Hartford, Connecticut 06115), as Mortgagor under the Mortgage, as amended, and as Lessor under the Lease, as amended, not in its individual capacity, except as expressly provided therein, but solely as trustee under a Trust Agreement dated as of January 15, 1983 between it and Litton Equity Investments, Inc. (having its address at 600 Summer Street, Stamford, Connecticut 06904), as beneficiary under said Trust Agreement.

2. Sun Life Assurance Company of Canada (U.S.) (having its address at One Sun Life Executive Park, Wellesley, Massachusetts 02181), as Mortgagee under the Mortgage, as amended.

3. St. Louis Southwestern Railway Company (having its address at Southern Pacific Building, One Market Plaza, San Francisco, California 94105), as Lessee under the Lease, as amended.

The equipment to which the enclosed documents relate consists of 20 Eight-Unit IMPACK Articulated Skeletal Flatcars manufactured by Itel Corporation, Rail Division, bearing the road numbers of St. Louis Southwestern Railway Company SSW-90059 through SSW-90078, inclusive, and bearing the legend "THE CONNECTICUT BANK AND TRUST COMPANY, AS TRUSTEE: LESSOR AND OWNER; SUN LIFE ASSURANCE COMPANY OF CANADA U.S.: SECURED PARTY AND LIENHOLDER UNDER A MORTGAGE, SECURITY AND LOAN AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20C," and 9 Four-Unit IMPACK Articulated Skeletal Flatcars, manufactured by Itel Corporation, Rail Division, bearing the road numbers of St. Louis Southwestern Railway Company SSW-90050 through SSW-90058, inclusive, and bearing the legend "THE CONNECTICUT BANK AND TRUST COMPANY, N.A., AS TRUSTEE: LESSOR AND OWNER; SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.): SECURED PARTY AND LIENHOLDER UNDER A MORTGAGE, LOAN AND SECURITY AGREEMENT FILED UNDER SECTION 11303 OF TITLE 49 OF THE UNITED STATES CODE."

Also enclosed is a check in the amount of \$20 for payment to the Interstate Commerce Commission of the required filing fee.

Please accept the enclosed documents for recordation and make the appropriate entries to the index of documents and to the index of parties. Please return the original of each of the enclosed documents, stamped with a recordation number, together with the usual letter of the Commission confirming recordation, to the delivering messenger of Mudge Rose Guthrie Alexander & Ferdon, 20 Broad Street, New York, New York 10005, for transmittal to the undersigned.

Very truly yours,

**THE CONNECTICUT BANK AND  
TRUST COMPANY, NATIONAL  
ASSOCIATION**, not in its  
individual capacity but  
solely as trustee under  
the Trust Agreement to  
which reference is herein-  
before made

By 

Title DONALD E. SMITH, VICE PRESIDENT

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**OFFICE OF THE SECRETARY**

**July 29, 1983**

**Midge Rose Guthrie &  
Alexander & Ferdon  
20 Broad Street  
New York, New York 10005  
(Donald E. Smith) V.P.  
Connecticut Bnk. & Trust Co. N.A.**

**Dear Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/29/83 at 12:20PM , and assigned re-  
recording number(s). 13930-B, & 13930-C

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

**Enclosure(s)**

RECORDATION NO. 13930-B Filed 1425

JUL 29 1983 12 22 PM

INTERSTATE COMMERCE COMMISSION

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# DUPLICATE

## AMENDMENT AGREEMENT NUMBER ONE TO MORTGAGE, LOAN AND SECURITY AGREEMENT

Dated as of July 15, 1983

between

**THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION,**  
not in its individual capacity, but solely as trustee under a  
Trust Agreement dated as of January 15, 1983 between it and  
Litton Equity Investments, Inc., as beneficiary,  
as Borrower

and

**SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.),**  
as Lender

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**AMENDMENT AGREEMENT NUMBER ONE TO MORTGAGE, LOAN AND SECURITY AGREEMENT**

**AMENDMENT AGREEMENT NUMBER ONE TO MORTGAGE, LOAN AND SECURITY AGREEMENT** dated as of July 15, 1983 by and between **THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION**, not in its individual capacity, but solely as trustee under a Trust Agreement dated as of January 15, 1983 between it and Litton Equity Investments, Inc., as beneficiary, as Borrower (the **Borrower**), and **SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)**, as Lender (the **Lender**).

**W I T N E S S E T H:**

**WHEREAS**, the Borrower and the Lender have entered into a Mortgage, Loan and Security Agreement dated as of January 15, 1983 (the "Loan Agreement"); and

**WHEREAS**, the Borrower and the Lender desire to amend the Loan Agreement.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION 1.** A new section shall be added to Article III of the Loan Agreement to be called "Section 3.8" and to read in its entirety as follows:

**SECTION 3.8. Amended Notes.** Notwithstanding anything contained herein which may be to the contrary, upon the execution by the Borrower and the Lender of any amendment to this Loan Agreement which amends the form of promissory note attached hereto as Exhibit C, Outstanding Notes shall be exchanged for new Notes conforming to the terms of such amendment in accordance with Section 4.2 hereof.

**SECTION 2.** Exhibits B and C to the Loan Agreement are hereby amended in their entirety and replaced by Exhibits B and C attached hereto as Annex I.

**SECTION 3.** This Amendment Agreement Number One to Mortgage, Loan and Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

**SECTION 4.** Although this Amendment Agreement Number One to Mortgage, Loan and Security Agreement is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth under the signatures hereto, and this Amendment Agreement Number One to Mortgage, Loan and Security Agreement shall be effective on the latest of such dates.

**SECTION 5.** Except as otherwise defined herein, the terms used herein have the respective meanings stated in the Loan Agreement.

**SECTION 6.** Except as expressly modified herein, the Loan Agreement remains unchanged and is in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment Agreement Number One to Mortgage, Loan and Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the respective dates set forth below.

**THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL  
ASSOCIATION**, not in its individual capacity but solely as trustee under a Trust Agreement dated as of January 15, 1983,  
as Borrower

**DUPLICATE**

Title:           DONALD E. SMITH, VICE PRESIDENT          

Date:           July 27, 1983          

**SUN LIFE ASSURANCE COMPANY OF  
CANADA (U.S.),**  
as Lender

By \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment Agreement Number One to Mortgage, Loan and Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the respective dates set forth below.

**THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL  
ASSOCIATION**, not in its indi-  
vidual capacity but solely as  
trustee under a Trust  
Agreement dated as of  
January 15, 1983,  
as Borrower

By \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUN LIFE ASSURANCE COMPANY OF  
CANADA (U.S.),**  
as Lender

By Bonnie S. Angus  
BONNIE S. ANGUS  
Title: SECRETARY  
Date: JUL 27 1983

DUPLICATE

State of Connecticut )  
County of Hartford ) ss.:

On this 27<sup>th</sup> day of July, 1983, before me personally appeared DONALD E. SMITH, to me personally known, who being by me duly sworn, says that he/she is the ~~VICE PRESIDENT~~ of **THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION** and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

**DUPLICATE**

Sinda B. McCall  
Notary Public

[Notarial Seal]

My Commission expires March 31, 1987

Commonwealth of Massachusetts )

SS.:

County of Norfolk )

On this 27th day of July, 1983, before me personally appeared B.S. Angus, to me personally known, who being by me duly sworn, says that he/she is the Secretary of **SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)** and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

DUPLICATE

Margaret Beardsley  
Notary Public

[Notarial Seal]

My Commission expires 6/15/90

**Annex I  
to Amendment Agreement  
Number One to Mortgage, Loan and  
Security Agreement**

**EXHIBIT B  
to  
Loan Agreement**

**Additional Terms**

**Maximum Aggregate  
Principal Amount:** \$4,305,000

**Rate of Interest:** From and including the date of issuance thereof to but excluding the date payment in full of the respective principal amounts thereof is made, Notes shall bear interest at the rate of 12.25% per annum (the **Debt Rate**).

**Overdue Rate:** One percent in excess of the Debt Rate, but in no event at a rate per annum greater than that permitted by applicable law.

**Frequency of Interest  
Payments:** Semiannually, in arrears.

**Interest Payment Dates:** February 5 and August 5 in each year.

**Principal Payment  
Dates:** February 5 and August 5 in each year.

**First Interest Payment  
Date:** August 5, 1983

**First Principal Payment  
Date:** February 5, 1984

**Last Principal Payment  
Date:** February 5, 1990

**Lender's Payment  
Instructions:**

Wire transfer of immediately available funds to Manufacturers Hanover Trust Company, 40 Wall Street, New York, New York 10015 for credit to Sun Life Assurance Company of Canada (U.S.) Account No. 144-0-53101 (with sufficient information to identify the source and application of the funds so wired).

**Beneficiary's Payment  
Instructions:**

Wire transfer of immediately available funds to The Connecticut Bank and Trust Company, National Association, One Constitution Plaza, Hartford, Connecticut 06115, Attention: South Wire Room, for deposit to Litton Equity Investments, Inc. Operating Account No. 1-71417-9 (with sufficient information to identify the source and application of the funds so wired), with a copy of such wire transfer advice to be furnished to the Beneficiary at its address set forth in, or designated pursuant to, Section 14 of the Participation Agreement.

**EXHIBIT C**  
**to**  
**Loan Agreement**

**Form of Note**

**THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES  
ACT OF 1933, AS AMENDED, AND MUST BE HELD INDEFINITELY  
UNLESS SO REGISTERED OR TRANSFERRED IN A TRANSACTION  
EXEMPT FROM REGISTRATION.**

No. .

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**THE CONNECTICUT BANK AND TRUST COMPANY,  
NATIONAL ASSOCIATION**  
not in its individual capacity, but solely as  
trustee under a Trust Agreement dated as of  
January 15, 1983 between it and Litton Equity  
Investments, Inc.,  
as beneficiary

**PROMISSORY NOTE, SERIES \_\_\_\_\_**  
(Secured by Lease Obligations of St. Louis Southwestern Railway  
Company)

**THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association, not in its individual capacity, but solely as trustee (the **Borrower**) under a Trust Agreement dated as of January 15, 1983 between it and Litton Equity Investments, Inc., as beneficiary (the **Beneficiary**), for value received, hereby promises to pay to the order of **SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)**, or assigns, but only from the funds designated below, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, the principal sum of \$ \_\_\_\_\_ and to pay interest on the unpaid principal balance hereof at a rate per annum equal to 12.25% from and including the date of this Note to but excluding the date payment in full of the principal amount of this Note is made. Interest only (computed on the basis of a 360-day year and actual days elapsed) shall be payable on August 5, 1983. Principal and interest payments (computed on the basis of a 360-day year and twelve months of 30 days each) shall be made in installments on February 5 and August 5 in each year commencing February 5, 1984 and ending February 5, 1990. The last such payment shall be in an amount sufficient to discharge all unpaid principal of and premium, if any, and accrued interest on this Note in full. The amount of each such installment shall be as set forth on the Loan Schedule attached hereto, subject to adjustment as provided in the Mortgage, Loan and Security Agreement dated as of January 15, 1983 between the Borrower and Sun Life Assurance Company of Canada (U.S.), as Lender,

as amended by Amendment Number One to Mortgage, Loan and Security Agreement dated as of July 15, 1983 (as so amended, the Loan Agreement).

This Note shall bear interest, payable only from the funds designated below, at the rate of 13.25% per annum, but in no event at a rate per annum greater than that permitted by applicable law (**Overdue Rate**), on any part of the principal hereof not paid when due for any period during which the same shall be overdue.

All payments of principal, premium, if any, and interest to be made by the Borrower on the Notes of which this Note is one shall be made only from the income or proceeds from the Estate (as defined in the Loan Agreement) and the owner or other holder hereof, by its acceptance of this Note, agrees that it will look solely to the income and proceeds from such Estate to the extent available for distribution to the owner hereof as above provided and that neither the Beneficiary nor the Borrower shall be personally liable to the owner or other holder hereof for any amounts payable under this Note or, except as provided in Section 3.6 of the Loan Agreement, for any liability under the Loan Agreement or the Participation Agreement to which reference is made in the Loan Agreement.

Unless other arrangements for payment are made in accordance with Section 3.7 of the Loan Agreement, principal, premium, if any, and interest shall be payable by wire transfer of immediately available funds to Manufacturers Hanover Trust Company, 40 Wall Street, New York, New York 10015 for credit to Sun Life Assurance Company of Canada (U.S.) Account No. 144-0-53101 (with sufficient information to identify the source and application of the funds so wired).

This Note is one of the Notes which have been or are to be issued by the Borrower pursuant to the terms of the Loan Agreement. Reference is hereby made to the Loan Agreement for a statement of the rights of the owners or other holders of, and the nature and extent of the security for, this Note and the other Notes issued under the Loan Agreement, to all of which terms and conditions each owner or other holder hereof agrees by its acceptance of this Note.

This Note is subject to prepayment upon the terms and conditions provided in Article V of the Loan Agreement.

In case an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the unpaid principal of this Note, together with accrued interest hereon, may become or be declared due and payable in the manner, with the effect and subject to the conditions, provided in the Loan Agreement.

Each payment on this Note shall be applied in the manner set forth in Article VI of the Loan Agreement.

**IN WITNESS WHEREOF**, the Borrower has caused this Note to be duly executed by one of its officers thereunto duly authorized, as of the date hereof.

Dated:

**THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL  
ASSOCIATION**, not in its individual capacity but solely as trustee under a Trust Agreement dated as of January 15, 1983 between it and Litton Equity Investments, Inc., as beneficiary

By \_\_\_\_\_

Title: \_\_\_\_\_

## LOAN SCHEDULE

<u>Principal Payment Date</u>	<u>Payment (consisting of principal and interest on unpaid principal) per Principal Payment Date based upon \$1,000,000 Principal Amount of Notes</u>
2/5/84	\$120,735.29
8/5/84	120,735.29
2/5/85	120,735.29
8/5/85	120,735.29
2/5/86	120,735.29
8/5/86	120,735.29
2/5/87	120,735.29
8/5/87	120,735.29
2/5/88	120,735.29
8/5/88	120,735.29
2/5/89	120,735.29
8/5/89	67,704.10
2/5/90	44,746.01

**AUTHORIZATION AND DIRECTION  
OF BENEFICIARY**

LITTON EQUITY INVESTMENTS, INC., as beneficiary under a Trust Agreement dated as of January 15, 1983 between it and The Connecticut Bank and Trust Company, National Association, as owner trustee (the Owner Trustee), hereby authorizes and directs the Owner Trustee to execute and deliver this Amendment Agreement Number One to Mortgage, Loan and Security Agreement dated as of July 15, 1983.

LITTON EQUITY INVESTMENTS,  
INC. as Beneficiary

DUPLICATE

By: Robert G. Burke

Title: SENIOR VICE PRESIDENT  
& GENERAL MANAGER

Date: July 27, 1983