



BRS Leasing Company, Inc.

P. O. Box 349 HOLLIDAYSBURG, PENNSYLVANIA 16648
PHONE (814) 695-5691 Twx 510 691-2537

RECORDATION NO. 11203-B April 16, 1981 No. 1-112A057

APR 22 1981 - 1 40 PM

APR 22 1981
Date.....
Fee \$.....

SECRETARY
INTERSTATE COMMERCE COMMISSION
Interstate Commerce Commission
Washington, D.C. 20423

100 Washington, D. C.

Dear Sir:

We hereby request that the following enclosed document be recorded pursuant to Section 11303 of the Interstate Commerce Act:

Amendment, dated April 16, 1981, to Loan Agreement dated as of October 12, 1979 [recordation number 11203A], (including continuation of grant of security interest in (i) Lease Agreement [Recordation No. 11203], and (ii) Railroad Cars):

Debtor - BRS Leasing Company, Inc.
P.O. Box 349
Holidaysburg, PA 16648

Secured Party - First Pennsylvania Bank, N.A.
19th Floor
16th and Market Streets
Philadelphia, PA 19102

General Description of Equipment

30 insulated Boxcars (50', 70-ton), bearing reporting numbers and marks: BRLX1000 to BRLX1029 (both inclusive), and each being marked: "Ownership subject to a Lease Agreement and Loan Agreement filed under Section 11303 of the Interstate Commerce Act.

The originals of the document listed above should be returned to

Debra J. Poul, Esquire
Dechert Price & Rhoads
3400 Centre Square West
1500 Market Street
Philadelphia, PA 19102

Sincerely,

William Heilig
William Heilig
Assistant Treasurer

RECEIVED
APR 22 1 32 PM '81
I.C.C.
FEE OPERATION BR.

Barbara C. Ayford
[Signature]

Interstate Commerce Commission
Washington, D.C. 20423

4/22/81

OFFICE OF THE SECRETARY

Debra J. Poul, Esq.
Dechert Price & Rhoads
3400 Centre Square West
1500 Market Street
Phila. PA. 19102

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 **4/22/81** at **1:40pm**, and assigned re-
recording number(s). **11203-B**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)



BRS Leasing Company, Inc.

P. O. Box 349 HOLLIDAYSBURG, PENNSYLVANIA 16648
PHONE (814) 695-5691 Twx 510 691-2537

April 15, 1981

REGISTRATION NO. 11203 B FILED 1620

First Pennsylvania Bank, N.A.
National Department, 19th Floor
16th & Market Streets
Philadelphia, PA 19102

APR 22 1981 -1 40 PM

INTERSTATE COMMERCE COMMISSION

ATTENTION: Mr. David Pratt

Re: Loan Agreement dated as of
October 12, 1979

Dear Mr. Pratt:

This confirms our understanding that the Loan Agreement ("Agreement") dated as of October 12, 1979 between First Pennsylvania Bank, N.A. ("Bank") and BRS Leasing Company, Inc. ("BRS") is hereby supplemented and amended as set forth below ("Amendment"). Unless otherwise indicated, capitalized terms used herein which are defined terms in the Agreement have the meanings set forth therefor in the Agreement.

INTENDING TO BE LEGALLY BOUND HEREBY, we have agreed as follows:

1. Addition to Loan.

1.1 Subject to the provisions of the Agreement and this Amendment, the Bank will lend to BRS Seventy-two Thousand Nine Hundred Dollars (\$72,900) ("Supplemental Loan"), which sum will be added to and deemed part of the Loan as defined in §1.1 of the Agreement. The Supplemental Loan, together with the outstanding and unpaid balance of the Loan as of April 16, 1981 of \$471,107.84, will be evidenced by the promissory note of BRS in the form attached hereto as Exhibit A ("New Note").

1.2 The New Note will be delivered to the Bank in substitution for, and the Bank will return to BRS, the Note as defined in §1.1 of the Agreement ("Old Note"). Immediately upon (i) the delivery to the Bank of the New Note, and (ii) the return to BRS of the Old Note, the word "Note" in the Agreement shall be deemed, for all purposes under the Agreement, to refer to the New Note, and the Old Note will be of no further force or effect.

First Pennsylvania Bank, N.A.
April 15, 1981
Page Two

2. Closing. Unless otherwise agreed, the Supplemental Loan will be made at the offices of the Bank, 1900 Centre Square West, 1500 Market Street, Philadelphia, PA on April 16, 1981. At the Closing, the Bank will make the amount of the Supplemental Loan available to BRS and BRS will deliver the New Note, dated the Closing Date, to the Bank in exchange for delivery of the Old Note to BRS.

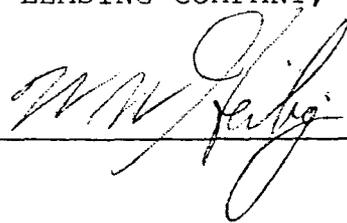
3. ICC Filing. BRS will file promptly this Amendment with the Interstate Commerce Commission for recordation in accordance with Section 11303 of the Interstate Commerce Act.

4. Effect on Agreement. Except as expressly provided herein, all terms and provisions of the Agreement will continue in full force and effect and will not be affected by this Amendment.

5. Miscellaneous. This Amendment will (i) bind and inure to the benefit of the parties and their respective successors and assigns, and (ii) be governed by Pennsylvania law.

Please acknowledge your agreement to the foregoing Amendment by signing below.

BRS LEASING COMPANY, INC.

By 

INTENDING TO BE LEGALLY BOUND HEREBY, the Bank hereby agrees to the foregoing Amendment.

FIRST PENNSYLVANIA BANK, N.A.

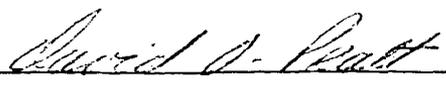
By 

EXHIBIT A

PROMISSORY NOTE

\$544,007.84

April 16, 1981
Philadelphia, Pennsylvania

FOR VALUE RECEIVED, BRS LEASING COMPANY, INC. ("BRS") hereby promises to pay to the order of FIRST PENNSYLVANIA BANK, N.A. ("Bank") the principal amount of Five Hundred Forty-four Thousand Seven Dollars and Eighty-four Cents (\$544,007.84) and interest from the date hereof at a per annum rate (on a 360-day basis) of 12.5% in 81 equal monthly installments of \$9,953.67 commencing May 16, 1981 and continuing on the sixteenth day of each month thereafter.

This Promissory Note is issued pursuant to, and is subject to the terms of a Loan Agreement dated as of October 12, 1979 between BRS and the Bank, as amended by Amendment dated April 16, 1981 between BRS and the Bank.

BRS LEASING COMPANY, INC.

By _____

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF PHILADELPHIA :

ACKNOWLEDGEMENT

On this 15th day of April, 1981, before me personally appeared William Heilig, to me personally known, who being by me duly sworn, says that he is the Assistant Treasurer of BRS Leasing Company, Inc., that the seal 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.

[SEAL]

My commission expires:

January 8, 1985

June M. Beal

Notary Public

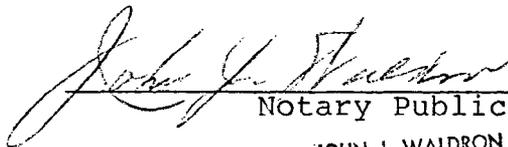
JUNE M. BEAL
Notary Public, Phila., Phila. Co.
My Commission Expires Jan. 8, 1985

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF PHILADELPHIA :

ACKNOWLEDGEMENT

On this *15th* day of April, 1981, before me personally appeared *DAVID O. BOATT*, to me personally known, who being by me duly sworn, says that he is the *of FIRST PENNSYLVANIA BANK.* that the seal 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.

[SEAL]


Notary Public

My commission expires:

2-14-83

JOHN J. WALDRON
Notary Public, Phila., Phila. Co.
My Commission Expires Feb. 14, 1983