

# CSAPLAR & BOK

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June 26, 1989

RECORDATION NO. 16343-A FILED 1423

JUN 27 1989 - 11 25 AM

INTERSTATE COMMERCE COMMISSION

Ms. Noretta R. McGee  
Secretary, Interstate Commerce Commission  
Washington, D.C.

Dear Ms. McGee:

I have enclosed an original and one copy of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is Supplement No. 1 to Security Agreement, a secondary document, and is dated as of June 21, 1989. The primary document to which this is connected is recorded under recordation number 16343.

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

Debtor:

The Connecticut National Bank  
777 Main Street  
Hartford, Connecticut 06115

Lender:

Massachusetts Mutual Life  
Insurance Company  
1295 State Street  
Springfield, Massachusetts 01111

A description of the equipment covered by the document follows:

JUN 27 11 25 AM '89  
MOTOR OPERATING UNIT

*Received by  
Noretta McGee*

## CSAPLAR & BOK

Ms. Noretta R. McGee  
June 26, 1989  
Page 2

I. One hundred 5800 cu. ft. steel, covered hopper cars manufactured by Thrall Manufacturing Company, Serial Nos. ELTX-1700 through 1799.

II. One hundred 5800 cu. ft. steel, covered hopper cars manufactured by Thrall Manufacturing Company, Serial Nos. ELTX-1800 through 1899.

I request that the enclosed Supplement No. 1 to Security Agreement and the primary document to which it is connected (i.e., the Security Agreement dated as of May 4, 1989 between The Connecticut National Bank, as Debtor and Massachusetts Mutual Life Insurance Company, as Lender, recorded under recordation number 16343), be cross-indexed to the Master Equipment Lease Agreement, dated as of May 3, 1989, between The Connecticut National Bank, as Lessor, and Soltex Polymer Corporation, as Lessee, and recorded under recordation number 16323.

A fee of \$13.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Alan S. Carlson, Esq.  
Csaplar & Bok  
One Winthrop Square  
Boston, Massachusetts 02110

A short summary of the document to appear in the index follows:

Supplement No. 1 to Security Agreement, made as of June 21, 1989, to the Security Agreement between The Connecticut National Bank, trustee, as Debtor, and Massachusetts Mutual Life Insurance Company, as Lender, with recordation number 16343, dated as of May 4, 1989, covering one hundred 5800 cu. ft. steel, covered hopper cars manufactured by Thrall Manufacturing Company, Serial Nos. ELTX-1700 through 1799 and one hundred 5800 cu. ft. steel, covered hopper cars manufactured by Thrall Manufacturing Company, Serial Nos. ELTX-1800 through 1899.

Very truly yours,

*Alan S. Carlson*

Alan S. Carlson, as  
representative in fact of  
Massachusetts Mutual Life  
Insurance Company

Interstate Commerce Commission  
Washington, D.C. 20423

6/27/89

OFFICE OF THE SECRETARY

Alan S. Carlson  
Csaplar & Bok  
One Winthrop Square  
Boston, Massachusetts 02110

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 **6/27/89**, at **11:25am**, and assigned recordation number(s). **16343-A**

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

JUN 27 1989 - 11 25 AM

SUPPLEMENT No. 1 TO SECURITY AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENT No. 1 TO SECURITY AGREEMENT (this Supplement No. 1) is made as of June 21, 1989 between The Connecticut National Bank, a national banking association with its principal place of business at 777 Main Street, Hartford, Connecticut 06115, not in its individual capacity but solely as trustee (Debtor) under the Trust Agreement, dated as of May 3, 1989 with Connell Finance Company, Inc. (Owner Beneficiary), and Massachusetts Mutual Life Insurance Company (Lender), a Massachusetts corporation, with its principal place of business at 1295 State Street, Springfield, Massachusetts 01111, and supplements the Security Agreement (the Original Security Agreement), dated as of May 4, 1989, between Debtor and Lender (the Original Security Agreement, as supplemented by this Supplement No. 1, is herein called the Security Agreement). Capitalized terms used in this Supplement No. 1 and not otherwise defined have the meanings set out in the Original Security Agreement.

WITNESSETH

In accordance with the terms and provisions of the Original Security Agreement, Debtor has agreed to sell to Lender and Lender has agreed to purchase from Debtor on June 21, 1989 (the Second Closing Date) a Note or Notes (the Second Closing Notes) with respect to the Second Schedule (as defined in the Lease) in the aggregate original principal amount of \$3,900,000. In connection with the purchase and sale of the Second Closing Notes, Debtor and Lender desire to clearly identify the Equipment subject to this Security Agreement, and to provide for the repayment of that portion of the proceeds of the Second Closing Notes, if any, which are not used by Debtor to acquire or refinance the Equipment and lease the Equipment to the Lessee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in order to secure the payment of the principal and interest and all other sums due under the Notes, Lender and Debtor hereby agree to supplement the Original Security Agreement as follows:

1. The Equipment subject to this Security Agreement is described on Schedule A attached hereto.
2. Within 60 days after the Second Closing Date, Debtor will deliver to Lender a certificate executed by a duly authorized officer of Debtor setting forth the final acquisition cost (the Acquisition Cost) of the Equipment covered by the Second Schedule, and the portion of the proceeds of the Second Closing Notes which was used by Debtor to finance or refinance the Acquisition Cost. To the extent, if any, that less than 100% of the proceeds of the Second Closing Notes were used to finance or refinance the Acquisition Cost, Debtor will

repay the difference by wire transfer of immediately available funds on or prior to October 30, 1989 to Lender or upon Lender's written direction. The amount of such repayment will be applied by Lender to repayment of the Second Closing Notes on a pro rata basis.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed by their duly authorized representatives as of the date first above written.

THE CONNECTICUT NATIONAL BANK, not in its individual capacity but solely as trustee under the Trust Agreement dated as of May 3, 1989 with Connell Finance Company, Inc.

[SEAL]

  
Title: Vice President.

MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY

[SEAL]

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

STATE OF Connecticut )  
 ) ss: Hartford  
COUNTY OF Hartford )

On this 26th day of June, 1989, before me personally appeared Mark A. Forgetta to me personally known who being by me duly sworn, says that he is the vice President of THE CONNECTICUT NATIONAL BANK, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Debra A. Johnson  
Notary Public

[NOTARIAL SEAL]

My commission expires:

DEBRA A. JOHNSON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 19 90

STATE OF )  
 ) ss:  
COUNTY OF )

On this \_\_\_\_\_ day of June, 1989, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is the \_\_\_\_\_ of MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, 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.

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

[NOTARIAL SEAL]

My commission expires:

Schedule A

I. Equipment subject to this Security Agreement on First Closing Date

| <u>Quantity</u> | <u>Item</u>                            | <u>Manufacturer and Serial Number</u>          |
|-----------------|--|--|
| 100             | 5800 cu. ft. steel covered hopper cars | THRALL CAR MFG. CO.;<br>ELTX-1700 through 1799 |

II. Equipment subject to this Security Agreement on Second Closing Date

| <u>Quantity</u> | <u>Item</u>                            | <u>Manufacturer and Serial Number</u>          |
|-----------------|--|--|
| 100             | 5800 cu. ft. steel covered hopper cars | THRALL CAR MFG. CO.;<br>ELTX-1800 through 1899 |