

RECORDATION NO. 11339-A Filed 1425

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JUL 17 1980 - 10 35 AM

11339-A

0-199A031

No. JUL 17 1980

Date Fee \$ 10.00

ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION RECEIVED

July 16, 1980 JUL 17 10 31 AM '80

I. C. C. FEE OPERATION BR.

Interstate Commerce Commission Washington, D.C.

Gentlemen:

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20(c) of the Interstate Commerce Act), as amended, are three executed counterparts of a First Amendment to Security Agreement dated as of May 15, 1980. Said First Amendment amends the Security Agreement dated as of November 15, 1979 recorded on January 9, 1980 as Recordation Number 11339.

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

The names and addresses of the parties are:

Debtor under First Amendment to Security Agreement:

Arthur Rubloff Suite 1440 69 West Washington Street Chicago, Illinois 60602

Secured Party under First Amendment to Security Agreement:

Harriscorp Leasing, Inc. 111 West Monroe Street Chicago, Illinois 60690

The undersigned is the Debtor under the First Amendment to Security Agreement and has knowledge of the matters set forth therein.

Please return two executed counterparts of the First Amendment to Security Agreement to Charles S. Hughes, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

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

Very truly yours,

ARTHUR RUBLOFF

By [Signature] Richard Horwood, his agent and attorney-in-fact

DESCRIPTION OF EQUIPMENT

Number of
Items

Description

Identifying
Mark and Numbers

80

100-ton covered hopper
railroad freight cars

WAR 15000
through 15079,
both inclusive

RECORDATION NO. 11339-A Filed 1428

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INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO SECURITY AGREEMENT

Dated as of May 15, 1980

From

ARTHUR RUBLOFF,

DEBTOR

To

HARRISCORP LEASING, INC.,

SECURED PARTY

FIRST AMENDMENT TO SECURITY AGREEMENT

THIS FIRST AMENDMENT dated as of May 15, 1980 to the SECURITY AGREEMENT dated as of November 15, 1979 (the "Original Security Agreement") from ARTHUR RUBLOFF (the "Debtor"), whose post office address is Suite 1440, 69 West Washington Street, Chicago, Illinois 60602, to HARRISCORP LEASING, INC. (the "Secured Party"), whose post office address is 111 West Monroe Street, Chicago, Illinois 60690.

RECITALS:

A. The Debtor has heretofore executed the Original Security Agreement and delivered the same to the Secured Party as security for the payment in full of all principal of and interest on the 11.25% Secured Note, Series A, of the Debtor (the "Outstanding Series A Note") dated January 9, 1980 in the original principal amount of \$1,687,500 and the 12% Secured Note, Series B, of the Debtor (the "Outstanding Series B Note") dated January 9, 1980 in the original principal amount of \$934,944, each maturing in thirty-nine (39) installments (said Outstanding Series A Note and Outstanding Series B Note being hereinafter collectively referred to as the "Outstanding Notes"), issued under the Loan Agreement dated as of November 15, 1979 (the "Loan Agreement") entered into by the Debtor and the Secured Party.

B. The Debtor and the Secured Party have entered into a First Amendment and Exchange Agreement dated as of May 15, 1980 (the "First Amendment and Exchange Agreement") to the Loan Agreement providing, among other things, for the commitment of the Secured Party to accept in exchange for the Outstanding Notes a new 11.25% Secured Note, Series A, dated January 9, 1980 (the "New Series A Note") due 1980-1990, payable in thirty-nine (39) installments and in the aggregate principal amount of \$1,687,500, and a new 12% Secured Note, Series B, dated January 9, 1980 (the "New Series B Note") due 1980-1990, payable in thirty-nine (39) installments and in the aggregate principal amount of \$934,944 (said New Series A Note and New Series B Note being hereinafter collectively referred to as the "New Notes") and the New Series A Note and the New Series B Note to be otherwise substantially in the forms attached as Exhibits A-1 and A-2, respectively, to the First Amendment and Exchange Agreement.

C. The Debtor desires to confirm the security interest granted by the Original Security Agreement in respect of the properties therein described.

D. All of the requirements of law have been fully complied with; all other acts and things necessary to make the

Original Security Agreement, as amended hereby, a valid, binding and legal instrument for the security of the New Notes have been done and performed.

NOW, THEREFORE, the Debtor in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on the New Notes according to their tenor and effect, and to secure the payment of all other indebtedness secured by the Original Security Agreement, as hereby amended, and the performance and observance of all covenants and conditions in the New Notes, in the Loan Agreement, as amended by the First Amendment and Exchange Agreement, and in the Original Security Agreement, as hereby amended, contained, does hereby amend the Original Security Agreement as follows:

SECTION 1. AMENDMENT OF ORIGINAL SECURITY AGREEMENT.

From and after the Exchange Date (as defined in the First Amendment and Exchange Agreement):

1.1. Each and every reference in the Original Security Agreement to the "Loan Agreement", the "Security Agreement", the "Series A Notes", the "Series B Notes" and the "Notes" shall be deemed, respectively, to be a reference to the Loan Agreement, as amended by the First Amendment and Exchange Agreement, the Original Security Agreement, as hereby amended, the New Series A Note, the New Series B Note and the New Notes.

1.2. Section 6.8 of the Original Security Agreement shall be, and it is hereby, amended in its entirety to read as follows:

"6.8. Nonrecourse Obligation. Except as expressly set forth in the proviso to this Section 6.8, anything in this Security Agreement, the Loan Agreement, the Notes or the Assignment of Lease Documents to the contrary notwithstanding, no recourse shall be had for the payment of the principal of, premium, if any, or interest on the Notes, or for any claim based thereon or otherwise in respect thereof or based on or in respect of this Security Agreement or the Loan Agreement or the Assignment of Lease Documents, against the Debtor either directly or through the Debtor or under any rule of law or statute or constitution, or by the enforcement of any assessment or penalty, or otherwise; it being understood that, except as expressly set forth in the proviso to this Section 6.8, the Notes and all obligations of the Debtor under this Security Agreement, the Loan Agreement and the Assignment of Lease Documents are solely nonrecourse

obligations and that all such liability of the Debtor is and is to be by the acceptance of this Security Agreement and the Notes by the Secured Party expressly waived and released as a condition of, and as consideration for, the execution and delivery of this Security Agreement and the issuance of the Notes, provided, however, that (i) with respect to installments becoming payable in respect of the Notes (other than the final installment in respect of the Series A Notes and the final installment in respect of the Series B Notes) during any period in which the Shipper's Agreement or any substitution therefor or replacement thereof pursuant to the terms of the Security Agreement is not in full force and effect, the Debtor shall be expressly and personally liable on a noncumulative basis for the payment of not to exceed \$27,880.44 of each such installment payable in respect of the Series A Notes and not to exceed \$16,583.12 of each such installment payable in respect of the Series B Notes, in each such case as and when the same becomes due and payable and (ii) the Debtor shall be expressly and personally liable on a noncumulative basis for the payment of not to exceed \$100,108.15 of the final installment payable in respect of the Series A Notes and not to exceed \$55,546.53 of the final installment payable in respect of the Series B Notes, in each such case as and when the same becomes due and payable, and provided, further, that nothing herein or in the Notes contained shall constitute a waiver of any indebtedness evidenced by the Notes or secured by this Security Agreement or shall be taken to prevent recourse to or the enforcement against the security for the Notes described in this Security Agreement of all liabilities, obligations and undertakings in this Security Agreement and in the Notes contained. In the event of the occurrence of an Event of Default under this Security Agreement and the acceleration of payment of the Notes as a consequence thereof, the amount of the Debtor's personal liability in respect of the Notes shall be an amount equal to the present value of each portion of each installment on the Notes for which the Debtor has assumed personal liability pursuant hereto unaccrued as of the date of such Event of Default, computed on the basis of an 11.25% per annum discount rate, in the case of the Series A Notes, and a 12% per annum discount rate, in the case of the Series B Notes, from the respective installment payment dates to the date of payment of such sum."

SECTION 2. MISCELLANEOUS.

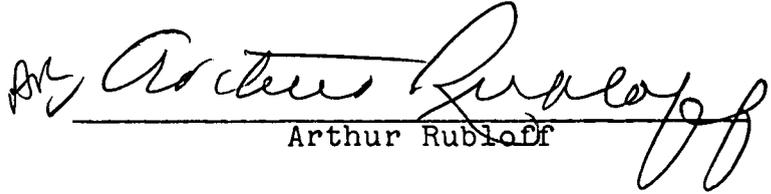
2.1. This First Amendment shall be construed in connection with and as part of the Original Security Agreement, and all terms contained in the Original Security Agreement, except as herein modified or amended, are hereby ratified, approved and confirmed.

2.2. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery

of this First Amendment may refer to the "Security Agreement dated as of November 15, 1979" without making specific reference to this First Amendment, but nevertheless all such references shall be deemed to include this First Amendment unless the context shall otherwise require.

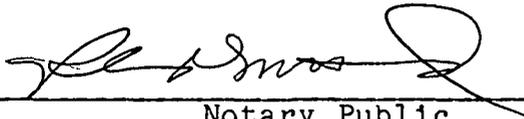
2.3. This First Amendment may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one First Amendment.

IN WITNESS WHEREOF, the Debtor has executed and acknowledged this First Amendment all as of the day and year first above written.


Arthur Rubloff

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 16th day of July, 1980, before me personally appeared ARTHUR RUBLOFF, to me personally known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as his free act and deed.



Notary Public

[NOTARIAL SEAL]

My Commission expires: 2-14-83