

MORGAN, LEWIS & BOCKIUS

PHILADELPHIA  
WASHINGTON  
LOS ANGELES

COUNSELORS AT LAW  
101 PARK AVENUE  
NEW YORK, NEW YORK 10178

MIAMI  
HARRISBURG  
LONDON

TELEPHONE: (212) 309-6000

CABLE ADDRESS: MORLEBOCK

TELEX: 64-5371

RECORDATION NO. 9338B  
Filed 1425

MAR 29 1985 10 20 AM

INTERSTATE COMMERCE COMMISSION 032

MICHAEL J. TARPLEY  
DIAL DIRECT (212) 309-6084

March 29, 1985

No.  
Date MAR 29 1985  
Fee \$ 10.00

ICC Washington, D. C.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary:

As attorneys for Connell Leasing Company, we enclose one original and three photocopies of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

This document, within the classification scheme promulgated as 49 C.F.R. § 1177.1, is Amendment No. 1 to a security agreement dated as of March 1, 1978, which was filed and recorded with the ICC on April 24, 1978, and assigned recordation number 9338; thus the Amendment is a secondary document.

The equipment covered by the document presented for filing herewith is the same equipment as covered by the primary document previously filed and recorded with you.

A fee of \$ 10 .00 is enclosed. Please return all copies not needed for recordation to the person presenting this letter and its enclosures for filing.

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

Amendment No. 1, effective January 3, 1985, to Security Agreement with Recordation No. 9338 dated as of March 1, 1978, and covering up to one hundred ten (110) rotary dump gondola cars.

Very truly yours,

*[Handwritten Signature]*  
Michael J. Tarpley

MJT:sdw  
Enclosures

100 CH. 15 OF  
MAR 29 10 22 PM '85  
NOTARIAL UNIT

*[Handwritten Signature]*  
Arthur L. Robinson

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

3/29/85

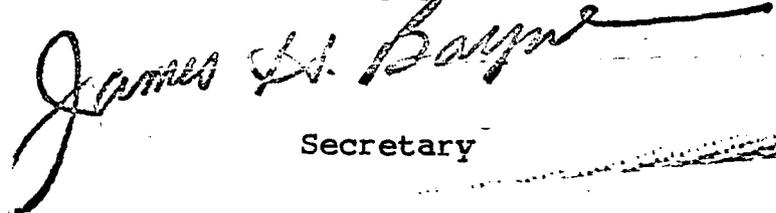
**OFFICE OF THE SECRETARY**

Michael J. Tarpley  
Morgan Lewis & Bockius )  
101 Park Avenue  
New York, N.Y. 10178

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 3/29/85 at 10:30am and assigned re-  
recording number (s). 9338-B

Sincerely yours,

  
Secretary

Enclosure (s)

RECORDATION NO. 9338-B Filed 1985

MAR 29 1985 10 12 AM

INTERSTATE COMMERCE COMMISSION

---

---

AMENDMENT NO. 1

Effective January 3, 1985

to

SECURITY AGREEMENT

Dated as of March 1, 1978

From

CONNELL LEASING COMPANY,  
A DIVISION OF CONNELL RICE & SUGAR CO., INC.

DEBTOR

to

LUTHERAN BROTHERHOOD

SECURED PARTY

---

---

(Consumers Power No. 78-1)  
(110 Rotary Dump Gondola Cars)  
(105 cars remaining)

AMENDMENT NO. 1, effective January 3, 1985, to Security Agreement dated as of March 1, 1978 (the "Security Agreement") from CONNELL LEASING COMPANY, a division of Connell Rice & Sugar Co., Inc. (the "Debtor"), to LUTHERAN BROTHERHOOD (the "Secured Party").

WHEREAS, the Debtor entered into the Security Agreement in favor of the Secured Party (the terms defined in the Security Agreement being used herein with the same meanings), which Security Agreement was filed and recorded with the Interstate Commerce Commission on April 24, 1978 at 11:45 a.m., Recordation No. 9338;

WHEREAS, pursuant to the Security Agreement, the Debtor, among other things, granted to the Secured Party a security interest in certain Equipment and an assignment of certain rights of the Debtor under the Lease Agreement relating to such Equipment dated as of March 1, 1978 (the "Lease") between the Debtor, as lessor, and Consumers Power Company, as lessee (the "Lessee"); and

WHEREAS, the Debtor, as lessor, and the Lessee propose to enter into Amendment No. 1, effective January 3, 1985, to the Lease ("Lease Amendment No. 1").

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto and for other good and

valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the Secured Party and the Debtor do hereby agree as follows:

1. The Secured Party hereby acknowledges, and consents in all respects to the execution and delivery of, Lease Amendment No. 1.

2. Provided that Lease Amendment No. 1 becomes effective according to its terms, the Secured Party and the Debtor hereby agree to amend, effective January 3, 1985, paragraph (a) of Section 1.5 of the Security Agreement by adding the following language at the end thereof: "and all payments of Additional Rental (as defined in the Lease, as amended by Lease Amendment No. 1)".

The Security Agreement is hereby mutually confirmed and acknowledged to continue in full force and effect, as amended hereby.

IN WITNESS WHEREOF, the Debtor does hereby execute and deliver, and the Secured Party does hereby accept and confirm, this Amendment No. 1.

CONNELL LEASING COMPANY, A DIVISION  
OF CONNELL RICE & SUGAR CO., INC.

By

Its

President

[CORPORATE SEAL]

ATTEST:

Secretary

Accepted and Confirmed:

LUTHERAN BROTHERHOOD

ATTEST:

Secretary

By

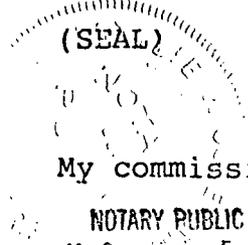
Its

Assistant Vice President

CHARLES E. HEEREN  
Assistant Vice President

STATE OF NEW JERSEY )  
 ) SS  
COUNTY OF UNION )

On this 26<sup>th</sup> day of December, 1984, before me personally appeared Grover Connell, to me personally known, who being by me duly sworn, says that he is the President of Connell Leasing Company, a division of Connell Rice & Sugar Co., Inc., 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.



Natalie P. Jensen  
Notary Public

My commission expires:

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 28, 1987

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF Hennepin )

On this 11<sup>th</sup> day of March, 1985, before me personally appeared Charles E. Neeren, to me personally known, who being by me duly sworn, says that he is the Asst. Vice President of Lutheran Brotherhood, 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.

(SEAL)

Merlyn M. Crumpton  
Notary Public

My commission expires:

