

BINGHAM, DANA & GOULD

150 FEDERAL STREET

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18780-E  
REGISTRATION NO. FILED 1425

SEP 29 1995 4 10 PM

INTERSTATE COMMERCE COMMISSION

WASHINGTON OFFICE  
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RECEIVED  
OFFICE OF THE  
SECRETARY  
SEP 29 4 04 PM '95  
011-44-71-29-2646

September 29, 1995

BY MESSENGER

Interstate Commerce Commission  
Room 2311  
12th Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

*BUCHANAN*  
*Counterspart*

Ladies and Gentlemen:

Enclosed for recording with the Commission pursuant to Section 11303 of Title 49 of the U.S. Code are two original fully executed, notarized documents described below.

This document is an amendment (the "Amendment") to a Security Agreement, dated as of April 21, 1994 (as amended, the "Security Agreement"), between Northbrook Rail Corporation, as the debtor (the "Debtor"), and The First National Bank of Boston, as the secured party (the "Secured Party"), covering the Debtor's rolling stock and other properties of the Debtor whether now owned or hereafter acquired. This Amendment is a secondary document and amends the Security Agreement which is a primary document.

The names and addresses of the parties to the Amendment and the Security Agreement are as follows: the Debtor is Northbrook Rail Corporation, whose chief executive office is located at Suite 119, 2025 South Arlington Heights Road, Arlington Heights, Illinois 60005; the Secured Party is The First National Bank of Boston whose head office is located at 100 Federal Street, Boston, Massachusetts 02110.

This Amendment deletes certain railcars sold by the Debtor from the collateral covered by the Security Agreement, which was filed with the Commission on April 22, 1994 as document No. 18780.

BINGHAM, DANA & GOULD

Interstate Commerce Commission  
September 29, 1995  
Page 2

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

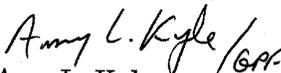
"Amendment dated as of September 29, 1995, amending a Security Agreement, dated as of April 21, 1994 and recorded as document No. 18780, between Northbrook Rail Corporation, as the debtor, and The First National Bank of Boston, as the secured party, releasing certain railcars sold by the Debtor from the collateral covered by the Security Agreement."

Also enclosed is a check in the amount of \$21.00, payable to the Interstate Commerce Commission, to cover the recording fee prescribed by the Commission in its rules and regulations.

Please acknowledge receipt of the enclosed documents by stamping and returning to our messenger the enclosed copy of this letter together with the Security Agreement as filed.

If you have any questions with respect to the enclosed documents, please call me collect.

Sincerely,

  
Amy L. Kyle

Enclosures



Interstate Commerce Commission  
Washington, D.C. 20423-0001

9/29/95

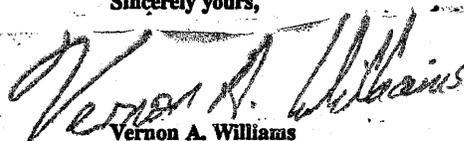
Office Of The Secretary

Amy L. Kyle  
Bingham, Dana & Gould  
150 Federal Street  
Boston, Massachusetts 02110-1726

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/28/95 at 4:10PM , and assigned recordation number(s). 18780-E.

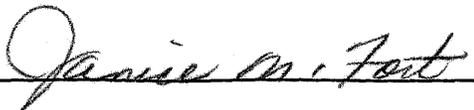
Sincerely yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



AMENDMENT NO. 4

to the

**SECURITY AGREEMENT**

Dated as of April 21, 1994

18780-E  
SEP 29 1995 4 10 PM

This AGREEMENT OF AMENDMENT, dated as of September 28, 1995, is by and between **NORTHBROOK RAIL CORPORATION** (the "Borrower"), an Illinois corporation, and **THE FIRST NATIONAL BANK OF BOSTON**, a national banking association (the "Bank") as parties to that certain Revolving Credit and Term Loan Agreement, dated as of April 21, 1994 as the same may be amended, restated, modified or supplemented from time to time (such agreement, as in effect from time to time, the "Credit Agreement").

**WHEREAS**, the Borrower and the Bank are parties to a certain Security Agreement dated as of April 21, 1994 (as amended and in effect from time to time, the "Security Agreement"); and

**WHEREAS**, the Borrower and the Bank wish to delete certain Rolling Stock which is being sold by the Borrower from the security interest created by the Security Agreement, and in connection therewith to make certain amendments to the Security Agreement, and to reaffirm the Security Agreement's effectiveness upon such amendment;

**NOW, THEREFORE**, in consideration of the foregoing premises, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein without definition that are defined in the Security Agreement shall have the same meanings herein as in the Security Agreement.

2. Amendment of Security Agreement. Schedule 4(b) to the Security Agreement, which lists all Rolling Stock of the Borrower, is hereby amended by deleting therefrom the Rolling Stock listed on Schedule 4(b) attached hereto.

3. Reaffirmation of Security Agreement. Except as specifically amended by the Agreement of Amendment, the Security Agreement shall

remain in full force and effect, and the Borrower reaffirms the continued validity of this Security Agreement as amended on the date hereof.

4. Effectiveness. This Agreement of Amendment shall become effective as of the date hereof upon execution and delivery hereof by each of the Borrower and the Bank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Amendment to be executed as an instrument under seal by their duly authorized officers as of the date first set forth above.

**NORTHBROOK RAIL CORPORATION**

By: *Gerald L. Kilgore*  
Title: *PRESIDENT*

**THE FIRST NATIONAL BANK  
OF BOSTON**

By: *Barbara Wilson*  
Title: *Director*

State/Commonwealth of )  
 ) ss.  
County of )

On this 29<sup>th</sup> day of September, 1995, before me personally appeared Ronald L. Kilcoyne, to me personally known, who, being by me duly sworn, says that [s]he is President of Northbrook Rail Corporation, and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



Carmen M. Palka  
Notary Public

My commission expires: 11-28-98

Commonwealth of Massachusetts )  
 ) ss.  
County of Suffolk )

On this 27th day of September, 1995, before me personally appeared Barbara W. Wilson, to me personally known, who, being by me duly sworn, says that she is a Director/Vice President of The First National Bank of Boston, and that she is duly authorized to sign the foregoing instrument on behalf of said banking association, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said banking association.

Pamela J. Hentley  
Pamela J. Hentley, Notary Public

PAMELA J. HENTLEY, Notary Public  
My Commission Expires June 21, 2002

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