

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.

0100374029

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973  
(202) 393-2266  
FAX (202) 393-2156

OF COUNSEL  
URBAN A. LESTER

RECEIVED  
SEP 22 12 25 PM '94  
LICENSING DIVISION

RECORDED 18867-D  
SEP 22 1994 4:00 PM  
COMMUNICATIONS SECTION

September 22, 1994

Mr. Vernon A. Williams  
Acting Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two copies of a Loan and Security Agreement Supplement No. 2, dated as of June 30, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Loan and Security Agreement and Supplement No. 1 previously filed with the Commission under Recordation Numbers 18867-A and 18867-C.

The names and addresses of the parties to the enclosed document are:

Debtor: Wilmington Trust Company, Owner Trustee  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890-0001

Secured Party: National City Leasing Corp.  
101 South 5th Street  
Louisville, Kentucky 40202

A description of the railroad equipment covered by the enclosed document is: TWRY 94100 - TWRY 94169, inclusive, unchanged from the Security Agreement and Supplement No. 1 previously filed.

*Countryarts - Artworks*

Mr. Vernon A. Williams  
September 22, 1994  
Page 2

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg  
Enclosures

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

9/22/94

OFFICE OF THE SECRETARY

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW., Ste.200  
Washington, DC., 20006-2973

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 9/22/94 at 12:30PM, and assigned recordation number(s). 18867-D.

Sincerely yours,

Vernon A. Williams  
Acting Secretary

Enclosure(s)

\$ 18.00 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

*Janice M. Fort*

**LOAN AND SECURITY AGREEMENT**

RECORDATION NO. 18867-D

**SUPPLEMENT NO. 2**

SEP 23 10:06:00 PM

WILMINGTON, DELAWARE

LOAN AND SECURITY AGREEMENT SUPPLEMENT NO. 2 (this "*Loan Supplement*") dated as of June 30, 1994, between Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, but solely as trustee under that certain Trust Agreement dated as of the date hereof (in such capacity, together with each successor in such capacity, the "*Owner Trustee*"), and National City Leasing Corporation (the "*Lender*").

**WITNESSETH:**

WHEREAS, the Owner Trustee and the Lender have entered into that certain Loan and Security Agreement dated as of June 30, 1994 (as amended by that certain Loan and Security Agreement Supplement No. 1 between the Owner Trustee to the Lender dated June 30, 1994, herein called the "*Loan Agreement*"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in the Loan Agreement;

WHEREAS, the Loan Agreement and Supplement No. 1 thereto were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on June 30, 1994, at 10:10 A.M., Recordation Nos. 18867-A and 18867-C, respectively;

WHEREAS, Sections 2.01 and 2.02 of the Loan Agreement filed with the Interstate Commerce Commission incorrectly referenced the maturity date as being October 30, 2009 rather than the correct date of November 30, 2009, and the parties hereto desire to correct such reference;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows.

Each of Sections 2.01 and 2.02 of the Loan Agreement filed with the Interstate Commerce Commission is hereby amended to delete each reference to the date "October 30, 2009" and to substitute therefore the date "November 30, 2009".

This Loan Supplement shall be construed in connection with and as part of the Loan Agreement and all terms, conditions and covenants contained in the Loan Agreement, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Loan Supplement may refer to the "Loan and Security Agreement dated as of June 30, 1994" or the "Loan Agreement" without making specific reference to this Loan Supplement, but nevertheless all such references shall be deemed to include this Loan Supplement unless the context shall otherwise require.

This Loan Supplement may be executed and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Loan Supplement.

This Loan Supplement shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, each of the parties hereto has caused this Loan Supplement to be executed on its behalf by one of its duly authorized officers, as of the day and year first above written.

WILMINGTON TRUST COMPANY,  
not individually but solely as Owner Trustee

By:   
Its *vp*

NATIONAL CITY LEASING CORPORATION

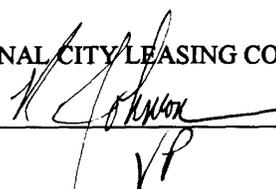
By: \_\_\_\_\_  
Its

IN WITNESS WHEREOF, each of the parties hereto has caused this Loan Supplement to be executed on its behalf by one of its duly authorized officers, as of the day and year first above written.

WILMINGTON TRUST COMPANY,  
not individually but solely as Owner Trustee

By: \_\_\_\_\_  
Its

NATIONAL CITY LEASING CORPORATION

By:  \_\_\_\_\_  
Its  
VP

STATE OF Delaware )  
 ) SS  
COUNTY OF New Castle )

On this 27<sup>th</sup> day of July, 1994, before me personally appeared Norma P. Glass, to me personally known, who being by me duly sworn, says that he/she is a VICE PRESIDENT of Wilmington, a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon M. Brendle  
Notary Public  
SHARON M. BRENDLE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES AUGUST 10, 1997

(SEAL)

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 1994, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he/she is a \_\_\_\_\_ of the \_\_\_\_\_, that said instrument was signed on behalf of said association by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

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

(SEAL)

My commission expires: \_\_\_\_\_

STATE OF )  
 ) SS  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, 1994, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he/she is a \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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

(SEAL)

My commission expires: \_\_\_\_\_

STATE OF )  
 ) SS  
COUNTY OF )

On this 27<sup>th</sup> day of JULY, 1994, before me personally appeared RON JOHNSON, to me personally known, who being by me duly sworn, says that he/she is a VICE PRESIDENT of the NATIONAL CITY LEASING CORP, that said instrument was signed on behalf of said association by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Brenda Smith  
\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: \_\_\_\_\_  
Notary Public, State at Large, KY.  
My commission expires Feb. 9, 1996