

0100427966

DUANE, MORRIS & HECKSCHER

ATTORNEYS AT LAW

305 NORTH FRONT STREET
HARRISBURG, PA 17108-1003
(717) 237-5500

968 POSTAL ROAD
ALLENTOWN, PA 18103-9390
(610) 266-3650

ONE LIBERTY PLACE
PHILADELPHIA, PA 19103-7396
(215) 979-1000

FAX
(215) 979-1020

735 CHESTERBROOK BOULEVARD
WAYNE, PA 19087
(610) 647-3555

1201 MARKET STREET
WILMINGTON, DE 19801
(302) 571-5550

8000 SAGEMORE DRIVE
MARLTON, NJ 08053
(609) 988-3100

November 7, 1994

19054

ANDREW HAMILTON

DIRECT DIAL 215-979-1247

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and two copies of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Second Reaffirmation and Amendment of Borrower Equipment Security Agreement, a primary document, dated September 28, 1994. The names and addresses of the parties to this document are as follows:

Borrower: Reading Blue Mountain & Northern Railroad Company
One North Fourth Street
P.O. Box 425
Hamburg, Pennsylvania 19526

Bank: Meridian Bank
601 Penn Street
P. O. Box 1102
Reading, PA 19603

This document amends that certain Security Agreement, dated September 27, 1992, by and between Reading Blue Mountain & Northern Railroad Company and Meridian Bank which was recorded with the Interstate Commerce Commission on February 3, 1993 and assigned Recordation No. 18116.

Accordingly, the index under Recordation No. 18116 should be amended to reflect the amendments effectuated by the enclosed Second Reaffirmation and Amendment of Borrower Equipment Security Agreement referenced above.

We ask that the index under Recordation No. 18116 now reference the following:

Security

Primary Document: Security Agreement between Reading Blue Mountain & Northern Railroad Company with an address at One North Fourth Street, P. O. Box 425, Hamburg, Pennsylvania 19526, and Meridian Bank with an address at 601 Penn Street, P. O. Box 1102, Reading, Pennsylvania 19603, dated September 27, 1992, as amended by that certain Second Reaffirmation and Amendment of Borrower Equipment Security Agreement, dated September 28, 1994, and covering the following:

I. LOCOMOTIVES

| <u>MANUFACTURER</u> | <u>TYPE</u> | <u>EQUIPMENT NUMBER</u> |
|---------------------|-------------|-----------------------------|
| EMD* | CF7 | 1501 |
| EMD | CF7 | 1502 |
| GE* | U-23B | 2397 |
| GE | U-23B | 2398 |
| GE | U-23B | 2399 |
| GE | U-33B | 3300 |
| GE | U-33B | 3302 |
| GE | U-33B | 3303 |
| EMD | SW8 | 800 |
| EMD | SW8 | 801 |
| EMD | SW8M | 802 |
| EMD | SW8M | 803 |

II. COACHES

| <u>MANUFACTURER</u> | <u>TYPE</u> | <u>EQUIPMENT NUMBERS</u> |
|---------------------|--------------|------------------------------|
| PPCC* | Coach (DOME) | 3 |
| PPCC | Coach (DOME) | 4 |

*EMD = Electro Motor Division of General Motors

*PPCC = Pullman Palace Car Co.

*GE = General Electric

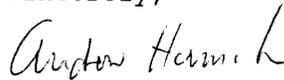
Interstate Commerce Commission
November 7, 1994
Page 3

A fee of \$21.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Andrew Hamilton, Esquire
Duane, Morris & Heckscher
One Liberty Place
Philadelphia, PA 19103-7396

If you have any questions on any of the above, please call collect.

Sincerely,



Andrew Hamilton
for DUANE, MORRIS & HECKSCHER

AH:am
Enclosures
95462

Interstate Commerce Commission
Washington, D.C. 20423

11/9/94

OFFICE OF THE SECRETARY

Andrew Hamilton
Dwane, Morris & Heckscher
One Liberty Place
Philadelphia, PA. 19103-7896

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 11/9/94 at 2:25PM, and assigned recordation number(s) 19054.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(@100427066)

\$ 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

Janice M. Fort

SECOND REAFFIRMATION AND AMENDMENT OF
BORROWER EQUIPMENT THE SECURITY AGREEMENT

This SECOND REAFFIRMATION AND AMENDMENT OF BORROWER EQUIPMENT SECURITY AGREEMENT dated September 24, 1994 (this "Reaffirmation") to the Equipment Loan Security Agreement dated September 29, 1992 and attached hereto as Exhibit "A", as reaffirmed and amended on March 3, 1994 (the "Security Agreement") between READING BLUE MOUNTAIN & NORTHERN RAILROAD COMPANY, a Pennsylvania corporation (the "Borrower") and MERIDIAN BANK, a Pennsylvania banking corporation (the "Bank").

BACKGROUND

A. The Borrower and the Bank are parties to an Amended and Restated Loan Agreement dated March 3, 1994 (the "Amended and Restated Loan Agreement").

B. Capitalized terms used, but not defined herein shall have the meaning given such terms in the Amended and Restated Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Amendment. Schedule "A" to the Security Agreement is amended to read in its entirety as Schedule "A" attached hereto.

2. Continuation of Security Interest. The Borrower hereby confirms and acknowledges that the security interest granted to the Bank in Section 1 of the Security Agreement secures the Obligations of the Borrower under the Amended and Restated Loan Agreement, as it may be further amended from time to time, including without limitation, the Equipment Term Loans extended by the Bank to the Borrower under the Equipment Facility, and under all Notes executed pursuant to any of the foregoing, in addition to any and all other Obligations of the Borrower to the Bank which are secured thereby.

3. Continuation of Security Agreement. Except as expressly amended hereby, all of the terms and provisions of the Security Agreement shall remain in full force and effect and are hereby ratified and confirmed. The Borrower hereby confirms that all representations and warranties set forth in the Security Agreement are true and correct as of the date hereof, and there are no defaults thereunder.

4. Incorporation. All references to the Borrower Equipment Security Agreement in the Amended and Restated Loan

SCHEDULE "A"

I. LOCOMOTIVES

| <u>MANUFACTURER</u> | <u>TYPE</u> | <u>EQUIPMENT NUMBER</u> |
|---------------------|-------------|-----------------------------|
| EMD* | CF7 | 1501 |
| EMD | CF7 | 1502 |
| GE* | U-23B | 2397 |
| GE | U-23B | 2398 |
| GE | U-23B | 2399 |
| GE | U-33B | 3300 |
| GE | U-33B | 3302 |
| GE | U-33B | 3303 |
| EMD | SW8 | 800 |
| EMD | SW8 | 801 |
| EMD | SW8M | 802 |
| EMD | SW8M | 803 |

II. COACHES

| <u>MANUFACTURER</u> | <u>TYPE</u> | <u>EQUIPMENT NUMBER</u> |
|---------------------|--------------|-----------------------------|
| PPCC* | Coach (DOME) | 3 |
| PPCC | Coach (DOME) | 4 |

- * EMD = Electro Motor Division of General Motors
- * GE = General Electric
- * PPCC = Pullman Place Car Co.

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF *Berks* :SS.
:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this *24th* day of *October*, 1994, personally appeared Paul Cohn, to me known personally, and who, being by me duly sworn, deposes and says that he is the *Vice President* of Meridian Bank, a Pennsylvania banking corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Linda S. Hildebrand
Notary Public

My Commission Expires:



ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Berks :

On this, the 28th day of September, 1997 before me, a Notary Public in and for said County and State, personally appeared Bonnie L. Madiera and acknowledged ~~himself~~ (herself) to be the Secretary of Reading, Blue Mountain & Northern Railroad Co., a Corporation, and that being authorized to do so as such Corporate Officer executed the foregoing instrument, namely, Second Reaffirmation and Amendment of Borrower Equipment the Security Agreement dated September 28, 1994 for the purposes therein contained on behalf of the Agreement Corporation.

Sworn and subscribed before me this 28th day of September, 1997

WITNESS my hand and notarial seal the day and year aforesaid.

Kim L. Mazaka
(Individual Notary)

My Commission Expires:

Notarial Seal
Kim L. Mazaka, Notary Public
Hamburg Boro, Berks County
My Commission Expires July 5, 1997