

LOAN AND SECURITY AGREEMENT  
SUPPLEMENT NO. 1

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FEDERAL RESERVE COMMISSION

LOAN AND SECURITY AGREEMENT SUPPLEMENT NO. 1 dated March 24, 1995 (this "Supplement"), by and between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Trustee (the "Debtor"), and STATE FARM LIFE INSURANCE COMPANY (the "Secured Party").

RECITAL:

The Loan and Security Agreement, dated as of March 15, 1995 (herein, together with any amendments and supplements heretofore made thereto, called the "Security Agreement"), between the parties hereto, provides for the execution and delivery on each Closing Date (such term and other defined terms in the Security Agreement being herein used with the same meanings) of a Supplement thereto substantially in the form hereof, which shall particularly describe the Items of Equipment being acquired on such Closing Date and shall specifically grant and confirm a security interest in such Items of Equipment to the Secured Party;

NOW, THEREFORE, the Debtor in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and intending to be legally bound, and in order to secure the payment of the principal of and interest and Redemption Premium, if any, on the Notes at any time outstanding under the Security Agreement according to their tenor and effect, and to secure the payment of all other indebtedness hereby Secured and the performance and observance of all the Debtor's covenants and conditions contained in any Note, the Security Agreement and the Participation Agreement, does hereby convey, warrant, mortgage, assign and pledge unto the Secured Party, its successors and assigns, and grant to the Secured Party, its successors and assigns a security interest in, forever, all and singular of the Debtor's right, title and interest in the Items of Equipment described in Schedule 1 attached hereto, whether now owned by the Debtor or hereafter acquired, leased or intended to be leased under the Lease, together with all accessories, equipment, parts and appurtenances appertaining or attached to such Items of Equipment, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Items of Equipment, together with all the rents, issues, income, profits and avails therefrom, in each case excepting such thereof as remain the property of the Lessee under the Lease.

TO HAVE AND TO HOLD the aforesaid property unto the Secured Party, its successors and assigns forever, upon the terms and conditions set forth in the Security Agreement for its benefit, security and protection.

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

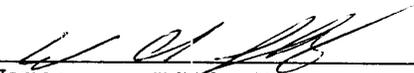
Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the "Security Agreement dated as of March 15, 1995" without making specific reference to this Supplement, but nevertheless all such references shall be deemed to include this Supplement unless the context shall otherwise require.

\* \* \* \* \*

IN WITNESS WHEREOF, the Debtor has caused this Supplement to be executed and delivered, and the Secured Party, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed and delivered on the day and year first above written.

DEBTOR:

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Trustee, as Debtor

By:   
Name: W. Chris Spornberg  
Title: Financial Services Officer

ATTEST:  
By:   
Name: Emmett R. Harmon  
Title: Vice President

SECURED PARTY:

STATE FARM LIFE INSURANCE COMPANY, as Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Debtor has caused this Supplement to be executed and delivered, and the Secured Party, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed and delivered on the day and year first above written.

DEBTOR:

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Trustee, as Debtor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTY:

STATE FARM LIFE INSURANCE COMPANY, as Secured Party

By: John S. Concklin  
Name: John S. Concklin  
Title: Investment Officer

ATTEST:

By: Lyle Trichwasser  
Name: Lyle Trichwasser  
Title: Investment Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF DELAWARE )  
 ) SS  
COUNTY OF NEW CASTLE )

On this 20th of March, 1995, before me personally appeared Emmett R. Harmon and W. Chris Sponenberg, to me personally known, who being by me duly sworn, say that they are, respectively, the Vice President, and Finc'l. Servcs. Off., of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Paula M. Sulecki  
Notary Public

PAULA M. SULECKI  
NOTARY PUBLIC

My commission expires April 14, 1996

[NOTARIAL SEAL]

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 1995, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_, respectively, of STATE FARM LIFE INSURANCE COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

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

[NOTARIAL SEAL]

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

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

On this \_\_\_\_\_ day of March, 1995 before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is a Vice President of WILMINGTON TRUST COMPANY, that said instrument was signed 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.

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

(SEAL)

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

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MCLEAN )

On this 21st day of March, 1995 before me personally appeared ~~John S. Conklin & Lyle Triebwasser~~, to me personally known, who being by me duly sworn, says that they are Investment Officers of State Farm Life Insurance Company, that said instrument was signed 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.

*Debra C. Grant*  
\_\_\_\_\_  
Notary Public

(SEAL)

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

"OFFICIAL SEAL"  
Debra C. Grant  
~~Notary Public, State of Illinois~~  
My Commission Expires 2/26/97

SCHEDULE 1  
(to Loan and Security Agreement Supplement)

DESCRIPTION OF ITEMS OF EQUIPMENT

KCS 505000	KCS 505054	KCS 505108	KCS 505162
KCS 505001	KCS 505055	KCS 505109	KCS 505163
KCS 505002	KCS 505056	KCS 505110	KCS 505164
KCS 505003	KCS 505057	KCS 505111	KCS 505165
KCS 505004	KCS 505058	KCS 505112	KCS 505166
KCS 505005	KCS 505059	KCS 505113	KCS 505167
KCS 505006	KCS 505060	KCS 505114	KCS 505168
KCS 505007	KCS 505061	KCS 505115	KCS 505169
KCS 505008	KCS 505062	KCS 505116	KCS 505170
KCS 505009	KCS 505063	KCS 505117	KCS 505171
KCS 505010	KCS 505064	KCS 505118	KCS 505172
KCS 505011	KCS 505065	KCS 505119	KCS 505173
KCS 505012	KCS 505066	KCS 505120	KCS 505174
KCS 505013	KCS 505067	KCS 505121	KCS 505175
KCS 505014	KCS 505068	KCS 505122	KCS 505176
KCS 505015	KCS 505069	KCS 505123	KCS 505177
KCS 505016	KCS 505070	KCS 505124	KCS 505178
KCS 505017	KCS 505071	KCS 505125	KCS 505179
KCS 505018	KCS 505072	KCS 505126	KCS 505180
KCS 505019	KCS 505073	KCS 505127	KCS 505181
KCS 505020	KCS 505074	KCS 505128	KCS 505182
KCS 505021	KCS 505075	KCS 505129	KCS 505183
KCS 505022	KCS 505076	KCS 505130	KCS 505184
KCS 505023	KCS 505077	KCS 505131	KCS 505185
KCS 505024	KCS 505078	KCS 505132	KCS 505186
KCS 505025	KCS 505079	KCS 505133	KCS 505187
KCS 505026	KCS 505080	KCS 505134	KCS 505188
KCS 505027	KCS 505081	KCS 505135	KCS 505189
KCS 505028	KCS 505082	KCS 505136	KCS 505190
KCS 505029	KCS 505083	KCS 505137	KCS 505191
KCS 505030	KCS 505084	KCS 505138	KCS 505192
KCS 505031	KCS 505085	KCS 505139	KCS 505193
KCS 505032	KCS 505086	KCS 505140	KCS 505194
KCS 505033	KCS 505087	KCS 505141	KCS 505195
KCS 505034	KCS 505088	KCS 505142	KCS 505196
KCS 505035	KCS 505089	KCS 505143	KCS 505197
KCS 505036	KCS 505090	KCS 505144	KCS 505198
KCS 505037	KCS 505091	KCS 505145	KCS 505199
KCS 505038	KCS 505092	KCS 505146	KCS 505200
KCS 505039	KCS 505093	KCS 505147	KCS 505201
KCS 505040	KCS 505094	KCS 505148	KCS 505202
KCS 505041	KCS 505095	KCS 505149	KCS 505203
KCS 505042	KCS 505096	KCS 505150	KCS 505204
KCS 505043	KCS 505097	KCS 505151	KCS 505205
KCS 505044	KCS 505098	KCS 505152	KCS 505206
KCS 505045	KCS 505099	KCS 505153	KCS 505207
KCS 505046	KCS 505100	KCS 505154	KCS 505208
KCS 505047	KCS 505101	KCS 505155	KCS 505209
KCS 505048	KCS 505102	KCS 505156	
KCS 505049	KCS 505103	KCS 505157	
KCS 505050	KCS 505104	KCS 505158	
KCS 505051	KCS 505105	KCS 505159	
KCS 505052	KCS 505106	KCS 505160	
KCS 505053	KCS 505107	KCS 505161	