

2-206A000

BINGHAM, DANA & GOULD

150 FEDERAL STREET

BOSTON, MASSACHUSETTS 02110-1726

TELEPHONE (617) 951-8000

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RECORDED INDEX NO 17657A FILED 1425

JUL 24 1992 11 PM

INTERSTATE COMMERCE COMMISSION

WASHINGTON OFFICE  
(202) 822-9320

HARTFORD OFFICE  
(203) 244-3770

CAPE COD OFFICE  
(508) 420-0283

LONDON OFFICE  
(011-44-71-799-2646

MOTOR CARRIER UNIT  
JUL 24 12 06 PM '92

July 24, 1992

Interstate Commerce Commission  
Secretary of the Commission  
Room 2303  
12th Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

Attn: Ms. Mildred Lee

Ladies and Gentlemen:

Enclosed for filing with the Commission pursuant to Section 11303(a) of Title 49 of the U.S. Code are executed and notarized copies of the document described below.

This document is an Amendment dated as of July 17, 1992 to a Security Agreement among The Central Railroad Company of Indiana and Central Railroad Company of Indianapolis, as debtors, and The First National Bank of Boston, as agent for itself and other lenders, as the secured party, covering the debtor's rolling stock now owned or hereafter acquired and all other properties and rights of the debtors. It is a secondary document and amends a Security Agreement, a primary document, among The Central Railroad Company of Indiana and Central Railroad Company of Indianapolis, as debtors, and The First National Bank of Boston, as agent, as secured party.

The names and addresses of the parties to the Security Agreement and the Amendment are as follows. The debtors are The Central Railroad Company of Indiana, whose chief executive office is located at 500 North Buckeye Street, Kokomo, Indiana 46903-0554 and Central Railroad Company of Indianapolis, whose chief executive office is located at 500 North Buckeye Street, Kokomo, Indiana 46903-0554. The secured party is The First National Bank of Boston, as agent, whose head office is located at 100 Federal Street, Boston, Massachusetts 02110.

BINGHAM, DANA & GOULD

Interstate Commerce Commission  
July 24, 1992  
Page 2

This amendment adds two newly acquired locomotives to the collateral covered by the Security Agreement, which was filed with the Commission on December 31, 1991 as document No. 17651.

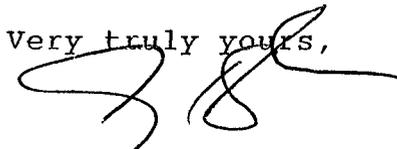
A short summary of the document to appear in the index is as follows:

"Amendment dated as of July 17, 1992 to the Security Agreement dated as of December 30, 1991 and recorded as document No. 17651 among The Central Railroad Company of Indiana and Central Railroad Company of Indianapolis, as debtors and The First National Bank of Boston, as agent, as the secured party, adding two newly acquired locomotives to the collateral covered by the Security Agreement."

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

Would you please acknowledge receipt of the enclosed document at your earliest convenience by returning to the undersigned, in the enclosed self-addressed, stamped envelope, a copy of the Amendment to the Security Agreement, along with the duplicate of this letter of transmittal.

Very truly yours,



Amy L. Kyle

ALK/pem:1910C  
Enclosure

RECORDATION NO. \_\_\_\_\_ FILED 1992

JUL 24 1992 10:10 PM

INTERSTATE COMMERCE COMMISSION

M E M O R A N D U M

To: Interstate Commerce Commission - Recordation Branch  
From: Bingham, Dana & Gould  
Date: July 24, 1992  
Re: Filing of Amendment No.1

Please add the enclosed check of one (1) dollar to the partial filing fee sent earlier today. Together, the checks should amount to \$16.00, the proper amount for an amendment filing. Thank you for contacting us regarding this oversight.

T.A.S. <sup>TAS</sup>

RECORDATION NO. \_\_\_\_\_ FILED 1992

JUL 23 1992 10:11 AM

INTERSTATE COMMERCE COMMISSION

**Interstate Commerce Commission**

Washington, D.C. 20423

7/24/92

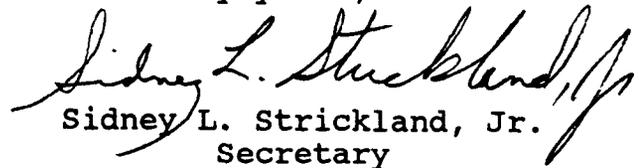
OFFICE OF THE SECRETARY

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

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/24/92 at 12:10PM , and assigned recordation number(s). 17651-A.

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

17657-A  
FILED 1425AMENDMENT NO. 1 TO  
SECURITY AGREEMENTJUL 24 1992 10 10 PM  
INTERSTATE COMMERCE COMMISSION

This AMENDMENT No. 1 (the "Amendment"), dated as of July 17, 1992, among THE CENTRAL RAILROAD COMPANY OF INDIANA, CENTRAL RAILROAD COMPANY OF INDIANAPOLIS (collectively, the "Borrowers") and THE FIRST NATIONAL BANK OF BOSTON, as agent (the "Agent") for itself and the banks (the "Banks") which are or may become parties to that certain Revolving Credit and Term Loan Agreement dated as of December 30, 1991, as amended (as amended and in effect from time to time, the "Credit Agreement") among the Borrowers, the Agent and the Banks. Capitalized terms which are used herein without definition and which are defined in the Security Agreement referred to below shall have the same meanings herein as in the Security Agreement.

WHEREAS, the Borrowers and the Agent, for the benefit of itself and the Banks, are parties to that certain Security Agreement dated as of December 30, 1991 (as amended and in effect from time to time, the "Security Agreement"); and

WHEREAS, the Borrowers and the Agent wish to amend the schedule of Rolling Stock as provided in the Security Agreement;

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

1. Amendment to Security Agreement. Schedule 4(b) to the Security Agreement is hereby amended by deleting such schedule in its entirety and replacing it with Schedule 4(b) attached hereto.

2. Effectiveness. This Amendment shall become effective as of the date hereof upon satisfaction of each of the conditions precedent set forth below in this Section 2.

(a) Execution and Delivery. The Borrowers and the Agent shall have executed and delivered counterparts of this Amendment.

(b) Representations and Warranties. The representations and warranties contained in Section 4 of the Security Agreement shall have been correct at and as of the date made. Except to the extent such representations and warranties expressly related to a specific date, such representations and warranties, as amended hereby, shall also be correct at and as of the date hereof.

(c) Performance. The Borrowers shall have performed and complied in all material respects with all terms and conditions herein required to be performed or complied with by them prior to or at the time hereof.

(d) Corporate Action. All requisite corporate action necessary for the valid execution, delivery and performance by each of the Borrowers of this Amendment and all instruments and documents delivered by each of the Borrowers in connection herewith shall have been duly and effectively taken.

(e) Proceedings and Documents. All proceedings in connection with the transactions contemplated by this Amendment and all documents incident thereto shall be reasonably satisfactory in form and substance to the Agent, and the Agent has received all information and such counterpart originals or certified or other copies of such documents as the Agent may reasonably request.

3. Miscellaneous Provisions. Except as otherwise expressly provided by this Amendment, all of the terms, conditions and provisions of the Security Agreement shall remain the same. It is declared and agreed by each of the parties hereto that the Security Agreement, as amended hereby, shall continue in full force and effect, and that this Amendment and the Security Agreement shall be read and construed as one instrument. Except as otherwise required by the laws of any jurisdiction in which any Collateral is located, this Amendment shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts. This Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute but one instrument. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as an agreement under seal as of the date first written above.

THE CENTRAL RAILROAD COMPANY OF  
INDIANA

By:   
Title: President

CENTRAL RAILROAD COMPANY OF  
INDIANAPOLIS

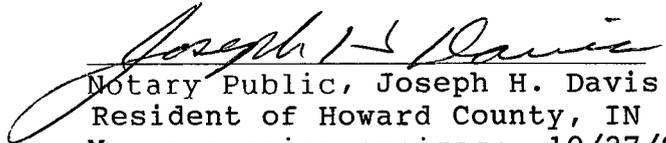
By: \_\_\_\_\_  
Title:

THE FIRST NATIONAL BANK OF BOSTON,  
as Agent

By: Barbara Wilson  
Title: Vice President

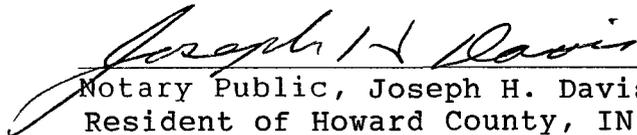
STATE OF INDIANA )  
 )  
 ) ss.  
COUNTY OF HOWARD )

On this 17 day of July, 1992, before me personally appeared Dan B. Miller, to me personally known, who, being by me duly sworn, says that (s)he is President of The Central Railroad Company of Indiana, 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.

  
Notary Public, Joseph H. Davis  
Resident of Howard County, IN  
My commission expires: 10/27/94

STATE OF INDIANA )  
 )  
 ) ss.  
COUNTY OF HOWARD )

On this 17 day of July, 1992, before me personally appeared Henry E. Weller, Jr., to me personally known, who, being by me duly sworn, says that (s)he is President of Central Railroad Company of Indianapolis, 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.

  
Notary Public, Joseph H. Davis  
Resident of Howard County, IN  
My commission expires: 10/27/94

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF SUFFOLK *Norfolk* )

On this 8<sup>th</sup> day of July, 1992, before me personally appeared Barbara W. Wilson to me personally known, who, being by me duly sworn, says that (s)he is Vice President of The First National Bank of Boston, 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.

*James F. Higgins, Jr.*  
\_\_\_\_\_  
Notary Public

My commission expires:

**JAMES F. HIGGINS, JR.**  
Notary Public  
My Commission Expires Mar. 28, 1997

SCHEDULE 4(b) -- ROLLING STOCK

<u>Vehicle Number</u>	<u>RR Assd</u>	<u>Radio Type</u>	<u>Make</u>	<u>Year</u>	<u>Type</u>	<u>Serial Number</u>	<u>Department Assignment</u>
101HR/UT	CIND	New-16	Grum	1978	Utility	CPL3283324097	Track Frmn
102DW/UT	CIND	New-16	Grum	1978	Utility	CPL3283324092	Car Dept
103BT	Syst	None	Chev	1974	Boom	CCE674V147666	
106PU	CERA	Old-6	Chev	1976	Pick-up	CCS246F350390	Mech Dept
107BLZ	CIND	New-16	Chev	1988	Blazer	1GNCS18RXJ8188519	Opns Dept
108PC	Syst	None	Olds	1989	Sedan	1G3HY54C1KW306542	HEW
109SUB	CERA	New-16	Chev	1985	Suburban	1G8GC26M5FF170012	Opns Dept
110HR/PU	Syst	New-16	Chev	1986	Pick-up	1GBGC34M5GJ149050	Track Spvr
111HR/CC	CERA	Old-6	GMC	1980	Crew Cab	TCM33AB514023	Track Frmn

<u>Locomotive Road Number</u>	<u>Frame Number</u>	<u>Model</u>	<u>Manufacturer</u>	<u>HP</u>
819	E 1267-10			
9125/1201	4150-2			
3373/1202	4194-3			
1368	E 6055-1			
1410	5076-17			
1416	5029-11			
175 1	6323-2			
175 2	5150-1			
210	5657-10	GP35	EMD	2500
231	5665-17	GP35	EMD	2500