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18487

REGISTRATION NO. FILED MES

NOV 24 1993 1:50 PM

OF COUNSEL
BANK A. LESTER

INTERSTATE COMMERCE COMMISSION

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November 24, 1993

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REGISTRATION NO. FILED MES

NOV 24 1993 1:50 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

LICENSING BRANCH

NOV 24 1993

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two duly executed copies of a Loan and Security Agreement, dated as of November 23, 1993, a primary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177 and one executed and one certified copy of Supplement No. 101, a secondary document related to the aforesaid primary document.

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

Debtor: MERCO Joint Venture
157 Albany Avenue
Freeport, New York 11520

Secured Party: The CIT Group/Equipment Financing, Inc.
1211 Avenue of the Americas
New York, New York 10036

A description of the railroad equipment covered by the enclosed documents is:

twenty-three (23) Ultra 2-Unit Articulated Railcars bearing road marks and numbers MERX 0001 - MERX 0023, inclusive.

Mr. Sidney L. Strickland, Jr.
November 24, 1993
Page 2

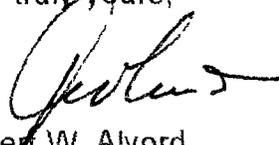
Also enclosed is a check in the amount of \$36.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

A short summary of the enclosed primary document to appear in the Commission's Index is.

Loan and Security Agreement, with Supplement No. 101, between MERCO Joint Venture and The CIT Group/Equipment Financing, Inc covering 23 articulated railcars MERX 0001 - MERX 0023, inclusive.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Robert W. Alvord', written over the typed name below.

Robert W Alvord

RWA/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

11/24/93

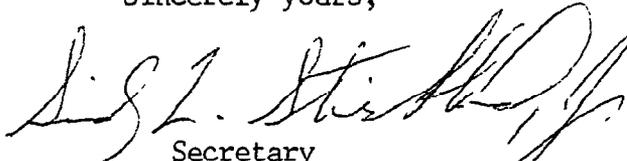
OFFICE OF THE SECRETARY

Robert w. Alvord
Alvord & Alvord
918 16th St N.W.
Washington, D.C. 20006

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 11/24/93 at 10:50am, and assigned
recording number(s). 18487 & 18487-A

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

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INTERSTATE COMMERCE COMMISSION

District of Columbia : SS

I, ROBERT W. ALVORD, being duly sworn, do hereby certify that the attached Supplement No 101 to the Loan and Security Agreement dated as of November 23, 1993, between MERCO Joint Venture and The CIT Group/Equipment Financing, Inc. consisting of three pages is a true and complete copy of the original thereof.



ROBERT W. ALVORD

Subscribed and sworn to before me this 24th day of November, 1993.


NOTARY PUBLIC

My Commission expires: August 14, 1993

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INTERSTATE COMMERCE COMMISSION
November 23, 1993

SUPPLEMENT No. 101

This Supplement is executed and delivered by MERCO JOINT VENTURE ("Debtor") pursuant to the terms of a Loan and Security Agreement ("Agreement") dated as of November 23, 1993, between Debtor and THE CIT GROUP/ EQUIPMENT FINANCING, INC. ("CIT"). Terms defined in the Agreement shall have the respective meanings given them in the Agreement unless otherwise defined herein or unless the context otherwise requires.

1. Debtor hereby confirms that the proceeds of the Loan made this date shall be used to finance or refinance the purchase of the items of personal property ("Unit of Equipment") set forth below:

<u>Qty.</u>	<u>Model/Mfrs.</u>	<u>Description</u>	<u>Serial No.</u>	<u>Cost</u>
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SEE ATTACHED EXHIBIT A

2. Debtor hereby represents and warrants that the above described items of personal property have been delivered to it, duly assembled and in good working order at Cross Harbor Road, Freeport, New York. Debtor confirms that the Equipment will regularly be transporting sealed containers of dewatered sludge between New York City, New York and Mile High Ranch, Sierra Blanca, Hudspeth County, Texas, or such other Application Site as may have been disclosed in writing by Debtor to CIT.

3. Debtor hereby affirms that the representations and warranties set forth in Section 4 of the Agreement are true and correct as of the date hereof.

4. Debtor hereby affirms that CIT has made a Loan to it for the purchase of the above described Unit of Equipment, which loan is evidenced by a Note, in the principal amount of \$ 1,109,500, dated November 23, 1993.

(M)

5. Debtor hereby affirms that CIT has a security interest in the items of personal property described above as set forth in Section 6.1 of the Agreement.

DEBTOR: MERCO JOINT VENTURE

By: PETER SCALAMANDRE &
SONS, INC.

By: *Paul Scalamandre*

Title: *Pres*

By: JOHN J. PICONE, INC.

By: *John J. Picone*

Title: *President*

By: RGM LIQUID WASTE
REMOVAL CORP.

By: *Ralph S. Macchew*

Title: *President*

THE CIT GROUP/EQUIPMENT
FINANCING, INC.

By: *Tom C. H.*

Title: *Vice President*

EXHIBIT A

Manufacturer	Equipment Description	Units	Serial	Nos.	Cost/Unit	Total		
=====	=====	=====	=====	=====	=====	=====		
Berwick Freight Car Co.	Ultra 2-Unit Articulated Railcars	4	MERX0001	MERX0003	\$47,250.00	\$189,000.00		
			MERX0002	MERX0004				
		14	MERX0005	MERX0012			\$47,500 00	\$665,000.00
			MERX0006	MERX0013				
		MERX0007	MERX0014					
		MERX0008	MERX0015					
		MERX0009	MERX0016					
		MERX0010	MERX0017					
		MERX0011	MERX0018					
	5	MERX0019	MERX0021	\$51,100.00	\$255,500 00			
		MERX0020	MERX0022					
			MERX0023					
	Totals - - - - -		23	- - - - -	- - - - -	- - - - -	\$1,109,500.00	