

RECORDATION NO. 6103 Filed & Recorded

APR 16 1971 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

CHATTEL MORTGAGE SECURITY AGREEMENT

Chattel Mortgage Security Agreement (hereinafter called "Mortgage") dated as of November 1, 1970, by and between MANUFACTURERS HANOVER TRUST COMPANY, a New York corporation (hereinafter called the Mortgagee) and TRAILER TRAIN COMPANY, a Delaware corporation (hereinafter called the Mortgagor).

WITNESSETH, That

WHEREAS, Mortgagor has purchased certain railroad equipment (hereinafter called "Trust Equipment"), pursuant to the Conditional Sale Agreements (hereinafter called "Documents") described in Schedule A attached hereto, and such agreements have been assigned to Mortgagee; and

WHEREAS, Mortgagor and Mortgagee have entered into the Equipment Trust Agreements (hereinafter also called "Documents" described in Schedule B, attached hereto, establishing Mortgagee as the Trustee, owner and agent of certain railroad equipment (hereinafter also called "Trust Equipment"); and

WHEREAS, under the terms of the Documents, Mortgagee is the title owner of the Trust Equipment, and

Mortgagor is entitled only to the possession and use of such Trust Equipment; and

WHEREAS, under the provisions of many of the Documents, Mortgagor is not permitted to lease, sublease, or permit the use of the Trust Equipment in Mexico (or in any State or the Federal District thereof) or such use in Mexico is permitted only if the Mortgagor has (1) taken all necessary action to protect the right, title and interest of the Mortgagee as the owner, trustee, agent or assignee of the Trust Equipment, and (2) has furnished Mortgagee with an opinion of Mexican counsel, satisfactory to Mortgagee, to the effect that such action is all that is necessary to protect the Mortgagee's right, title and interest in the Trust Equipment; and

WHEREAS, Mortgagor desires to lease or sublease or permit the use of a limited number of units of Trust Equipment in Mexico, but has found that the action necessary to protect Mortgagee, as trustee, owner, and agent of the Trust Equipment would be unduly burdensome and, if taken, might not assure the full protection of Mortgagee's right, title and interest in such Trust Equipment; and

WHEREAS, Mortgagee is willing to forbear treating the use of a limited number of units of Trust Equipment in Mexico as a default under the Documents, provided that adequate collateral is provided as security for any units of Trust equipment which may be used in Mexico; and

WHEREAS, Mortgagor is the owner of the railroad equipment (hereinafter called "Collateral") described in Schedule C attached hereto and such Collateral is free and clear of all liens, claims, charges and encumbrances;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Mortgage. Mortgagor hereby mortgages and grants to Mortgagee a security interest in the Collateral and any and all accessories, parts and equipment now or hereafter attached or affixed thereto or used in connection therewith except for special devices, racks or assemblies now or at any time attached or affixed to any car the title to which is in a person, firm or corporation other than the Mortgagor or Mortgagee.

Section 2. Obligation Secured. This mortgage is granted to secure the obligation of Mortgagor to compensate and reimburse Mortgagee for any and all units of the Trust Equipment, owned by Mortgagee as trustee, owner, agent, or assignee, attached or seized while leased, subleased or permitted to be used in Mexico by Mortgagor in any manner which adversely affects, jeopardizes or renders insecure the right, title and interest of Mortgagee in the Trust Equipment.

Section 3. Ownership of Collateral. Mortgagor warrants that it is the owner of the Collateral, and has the right to mortgage the Collateral and convey a security interest therein to Mortgagee. Mortgagor further warrants that the Collateral is free and clear of all liens, claims, charges, encumbrances. The parties agree that this Mortgage is not intended to affect the title to the Collateral which is vested in the Mortgagor until such time as a default shall occur hereunder.

Section 4. Creation of Mexican Units. Mortgagee agrees that it will not treat a failure of compliance with any and all provisions of the Documents prohibiting or restricting the use of Trust Equipment in Mexico as a default under such Document, provided that the number of units of such Trust Equipment (hereinafter called "Mexican Units") leased, subleased or permitted to be so used in Mexico do not exceed in total depreciated value, as determined under the applicable Documents, the total value of the Collateral.

For purposes of this Section 4, the value of the Collateral shall be \$1,135,000.00 less depreciation at a rate of 4-1/2 percent per year and less the value of any sales, exchanges, or casualty occurrences under the provisions of Sections 8 or 9.

Section 5. Limitation of Mexican Units. Mortgagor agrees to limit the number of Mexican Units to that number of units of Trust Equipment that in total depreciated value, as determined under applicable Documents does not exceed the total value of the Collateral, as determined under Section 4.

Section 6. Possession and Use. Mortgagor so long as it shall not be in default under this Mortgage shall be entitled to the possession of the Collateral and also to lease the Collateral to, or to permit its use under the terms of car contracts by, lessees or users, upon lines of railroad in the United States of America.

Section 7. Discharge of Lien. Mortgagor will pay and discharge, or cause to be paid and discharged, or make adequate provisions for the satisfaction or discharge of, any debt, tax, charge, assessment, obligation or claim which if unpaid might become a lien or charge upon or against any of the Collateral; but this provision shall not require the payment of any such debt, tax, charge, assessment, obligation or claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, provided that such contest will not materially endanger the rights or security interest of the Mortgagee and the Mortgagor shall have furnished the Mortgagee an Opinion of Counsel to such effect.

Section 8. Maintenance of Collateral; Casualty Occurrences.

The Mortgagor agrees that it will maintain and keep all the Collateral in good order and proper repair at its own cost and expense, unless and until it becomes worn out, unsuitable for use, lost or destroyed (hereinafter called a Casualty Occurrence). Whenever any unit of the Collateral shall suffer a Casualty Occurrence the Mortgagor shall, within 30 days after it shall have been informed of such Casualty Occurrence, deliver to the Trustee an Officer's Certificate describing such Collateral and stating the value thereof as of the date such Collateral suffered such Casualty Occurrence. Mortgagor further agrees to reduce the number of Mexican Units as set forth in Sections 4 and 5 by the total value of units that shall have suffered a Casualty Occurrence. At Mortgagor's option, additional units of railroad equipment may be added to the Collateral as replacement for any units suffering such Casualty Occurrence.

The Mortgagor agrees to furnish to the Mortgagee whenever requested by the Mortgagee an Officer's Certificate, dated as of the preceding December 31, stating the amount, description and numbers of all units of the Collateral that have suffered a Casualty Occurrence since the date of the last preceding statement. The Mortgagee, by its agents, shall have the right once in each calendar year, but shall be under no duty, to inspect the Collateral at the then existing locations thereof; provided, however, that the Mortgagor shall not be liable for any injury to, or the death of, any agent or

employee of the Mortgagee incurred while exercising any such right to inspect the Collateral under the preceding provision of this sentence, unless the Mortgagor's own negligence is the direct cause of such injury or death.

For the purposes of this Section, when value is required to be determined, such value shall be deemed to be the greater of (a) the fair value thereof, and (b) the cost thereof less depreciation at a rate of 4½ percent per year since such unit was first put into use, as certified by Mortgagor to Mortgagee.

Section 9. Notice for Sale or Exchange. Mortgagor agrees that it will not sell or exchange any unit of the Collateral without 30 days' notice to Mortgagee, and that when such notice has not been given, the proceeds of such sale or exchange shall be subject to the lien of this Agreement. In the event Mortgagor sells or exchanges any unit of the Collateral, Mortgagor hereby agrees to reduce the Mexican Units by the value of the unit or units sold or exchanged. For purposes of this Section, the value of any unit of Collateral shall be determined as set forth in Section 8.

Section 10. Additions to Collateral. Mortgagor may at its option add additional units or railroad equipment to the Collateral, provided that the total value of the Mexican Units shall not be increased until 30 days following the filing and recording of a supplement to this Mortgage with the Interstate Commerce Commission in accordance with Section 20c of the

Interstate Commerce Act. Determination of the increase in the value of the Collateral under the provisions of this Section shall be made in accordance with Section 4.

Section 11. Reports and Inspections. On or before March 31 in each year, commencing with the year 1971, Mortgagor will furnish, or cause to be furnished, to Mortgagee, an Officer's Certificate stating as at the preceding December 31, the amount, description and numbers of the Collateral then covered hereby, the amount, description and numbers of all units of the Collateral that may have suffered a Casualty Occurrence during the preceding calendar year (or, in the case of the first such statement, since the date of the agreement), and such other information regarding the condition and state of repair of the Collateral as Mortgagee may reasonably request and Mortgagee shall have the right, by its agents but shall be under no obligation to inspect the Collateral and the records of Mortgagor with respect thereto at any reasonable time during the continuance of this Agreement; provided, however, that Mortgagor does not assume liability for any injury to, or the death of, any agent or employee of Mortgagee incurred while exercising any rights of Mortgagee under the preceding provisions of this sentence.

Section 12. Compliance with Laws and Rules. During the term of this Mortgage, Mortgagor will comply, and will cause the lessees or users of the Collateral to comply, in all respects, with all laws of the jurisdictions in which operations involving the Collateral may extend, with the interchange rules of the Association of American Railroads and with all lawful rules of the Interstate Commerce Commission and with all lawful legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Collateral, to the extent that such laws and rules affect the operation or use of the Collateral; and in the event that such laws or rules require the alteration of the Collateral, Mortgagor will conform therewith, at its expense, and will maintain the same in proper condition for operation under such laws and rules; provided, however, that Mortgagor may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of counsel, adversely affect the rights and security interest of Mortgagee hereunder.

Section 13. Mexican Attachment. In the event that any unit of the Trust Equipment shall be seized, attached, held or immobilized under any legal process for any reason within the jurisdiction of Mexico (hereinafter called "Mexican Attachment"), Mortgagor shall, within 30 days after it has been informed of such Mexican Attachment, and if such Mexican Attachment is continuing, deposit with Mortgagee until such unit is returned to the United States, an amount in cash equal to the value of the unit or units subject to such attachment as determined

by the method set forth in the applicable Document or Documents for determining value in a Casualty Occurrence as of the date of the Mexican Attachment. In the event any unit subject to a Mexican Attachment is not returned to the United States within 90 days of such attachment, the cash deposit with the Mortgagee pursuant to this Section shall be retained by the Mortgagee as payment in full for, and satisfaction of, any security interest under the Documents, and upon request, the Mortgagee, as Trustee, Agent, or assignee shall execute and deliver a bill or bills of sale transferring title of the unit subject to Mexican Attachment to Mortgagor.

Section 14. Default. In the event that Mortgagor shall fail to deposit or pay any sum payable or due under Section 13 hereof within thirty days after the mailing by Mortgagee to it of notice of such failure, Mortgagee may at its discretion, upon written notice to Mortgagor, and upon compliance with any legal requirements then in force and applicable to such action by Mortgagee, declare the Mortgagor to be in default and proceed under the provisions of Section 15. Mortgagee may at its election waive any such default and its consequences and rescind and annul any such declaration by notice to Mortgagor in writing to that effect, and thereupon the respective rights of the parties shall be as they would have been if no such default had existed and no such declaration had been made. Notwithstanding the provisions of this paragraph, it is expressly understood and agreed by Mortgagor that no such waiver, rescission or annulment shall extend to or affect any other or subsequent default or

impair any rights or remedies consequent thereon.

Section 15. Remedies. If default shall be declared by Mortgagee, then at any time after the default shall have been declared and during the continuance of such default, the Mortgagee, to the extent not prohibited by any mandatory requirements of law, may, upon such further notice, if any, as may be required for compliance with any mandatory requirements of law applicable to the action to be taken by Mortgagee, take or cause to be taken by its agent or agents immediate possession of such of the Collateral as will equal, or exceed by not more than 50%, the amount due under Section 13, and may remove the same from possession and use of Mortgagor or any other person, and for such purpose may enter upon premises of Mortgagor and of any affiliate or of any sublessee (or other person having acquired the use of the Collateral) where any of the Collateral may be located. In case Mortgagee shall rightfully demand possession of the Collateral in pursuance of this Mortgage and shall reasonably designate a point or points for the delivery of such Collateral, Mortgagor shall, at its own expense, forthwith and in the usual manner and at usual speed, cause such Collateral to be drawn to such point or points as shall reasonably be designated by Mortgagee as convenient to both Mortgagor and Mortgagee and shall there deliver the same or cause it to be delivered to Mortgagee, and, at the option of Mortgagee, Mortgagee may keep such Collateral on any lines of railroad or premises approved by the Mortgagee, at the expense of the Mortgagor until Mortgagee shall have leased, sold or

otherwise disposed of same. This agreement to deliver the Collateral hereinbefore provided is of the essence of the Chattel Mortgage, and, upon application to any court of equity having jurisdiction in the premises, Mortgagee shall be entitled to a decree against Mortgagor requiring the specific performance thereof.

If the event of default is declared by Mortgagee, then at any time thereafter during the continuance of such default, Mortgagee (after retaking possession of the Collateral as hereinbefore in this Section 15 provided), to the extent not prohibited by any mandatory requirements of law, may at its election retain such Collateral as its own and make such disposition thereof as Mortgagee shall deem fit, and in such event all rights in such Collateral will thereupon terminate; provided, however, that if Mortgagor within 30 days of receipt of notice of Mortgagee's election to retain the Collateral for its own use, as hereinafter provided, shall pay or cause to be paid to Mortgagee the amount due under Section 13, then in such event absolute right to the possession of, title to and property in such Collateral shall be retained by Mortgagor and all mortgage lien or security interest established and attached hereunder shall be discharged; or Mortgagee with or without retaking possession thereof, may at its election sell such Collateral or any unit thereof, free from any and all claims of Mortgagor at law or in equity, at public or private sale and with or without advertisement as Mortgagee may determine, all subject to and in compliance with any mandatory requirements of law then in force and applicable to

such sale; and the proceeds of such sale, less attorneys' fees and any other expenses incurred by Mortgagee under the provisions of Section 13 hereunder. Written notice of Mortgagee's election to retain the Equipment for its own use may be given to Mortgagor by telegram or registered mail addressed to Mortgagor as provided in Section 17 hereof, at any time during a period of 30 days after the default shall have been declared; and if no such notice shall have been given, Mortgagor shall be deemed to have elected to sell the Equipment in accordance with the provisions of this Section 15.

To the extent permitted by any mandatory requirements of law then in force and applicable thereto, any sale of the Collateral hereunder may be held or conducted at New York, New York, at such time or times as Mortgagee may set (unless Mortgagee shall specify a different place or places, in which case the sale shall be held at such place or places and at such time or times as Mortgagee may specify), in one lot and as an entirety, or in separate lots and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as Mortgagee may determine in compliance with any such requirements of law, provided, however, that Mortgagor shall be given 30 days written notice of such by telegram or registered mail addressed to Mortgagor as provided in Section 17 hereof. If such sale shall

be a private sale permitted by such requirements, it shall be subject to the right of Mortgagor to purchase or provide a purchaser, within 20 days after notice of the proposed sale price, at the same price offered by the intending purchaser or a better price. To the extent not prohibited by any such requirements of law, Mortgagee, may itself bid for and become the purchaser of the Collateral or any unit thereof, so offered for sale without accountability to Mortgagor (except to the extent of surplus money received).

Section 16. Recording. Mortgagor will cause this Mortgage and any supplements hereto, to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act; and Mortgagor will from time to time do and perform any other act and will execute, acknowledge, deliver, file and record any and all further instruments required by law or reasonably requested by Mortgagee for the purpose of proper protection, to the satisfaction of counsel for Mortgagee, of its security interest in the Collateral and its rights under this Agreement or for the purpose of carrying out the intention of this Agreement; and Mortgagor will promptly furnish or cause to be furnished to Mortgagee certificates or other evidences of such filing, registration and recording, and an opinion or opinions of counsel with respect thereto, satisfactory to Mortgagee.

Section 17. Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail to (a) in the case of the Mortgagor, 1819 J. F. Kennedy Boulevard, Philadelphia, Pennsylvania 19103, or such other address as may hereafter be furnished to the Mortgagee in writing by the Mortgagor, and (b) in the case of the Mortgagee, 40 Wall Street, New York, New York 10015, Attention: Corporate Trust Department, or such other address as may hereafter be furnished to the Company in writing by the Mortgagee. An affidavit by any person representing or acting on behalf of the Mortgagor or Mortgagee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand, notice or communication.

Section 18. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 19. Law Governing. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

Section 20. Definitions. The term "Officer's Certificate" shall mean a certificate signed by the President, a Vice-President, Secretary, or any Assistant Secretary and by the Treasurer or any Assistant Treasurer of the Mortgagor; and the term "opinion of counsel" shall mean an opinion in writing signed by legal counsel for the Mortgagor who may be an employee of the Mortgagor.

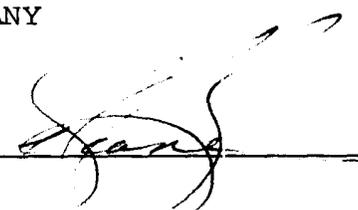
Section 21. Execution. This Mortgage may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Agreement is dated April 15, 1970 for convenience, the actual date or dates of execution hereof by the parties hereto is, or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

Section 22. Modifications. No variation of this Mortgage and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the Mortgagee and Mortgagor have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

MANUFACTURERS HANOVER TRUST
COMPANY

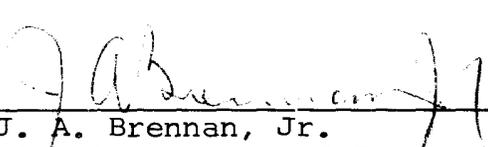
(Corporate Seal)

By  _____

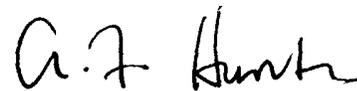
ATTEST:



TRAILER TRAIN COMPANY

By  _____
J. A. Brennan, Jr.
Vice President and Treasurer

ATTEST:



A. F. Hunter
Assistant Secretary

(Corporate Seal)

SCHEDULE A

CONDITIONAL SALES AGREEMENTS

1. Conditional Sale Agreement No. 2 of 1956 dated as of March 1, 1956.
2. Conditional Sale Agreement No. 1 of 1958 dated as of September 1, 1958.
3. Conditional Sale Agreement No. 2 of 1958 dated as of November 15, 1958.
4. Conditional Sale Agreement No. 1 of 1959 dated as of May 15, 1959.
5. Conditional Sale Agreement No. 2 of 1959 dated as of July 15, 1959.
6. Conditional Sale Agreement No. 3 of 1959 dated as of November 15, 1959.
7. Conditional Sale Agreement No. 1 of 1960 dated as of January 15, 1960.
8. Conditional Sale Agreement No. 2 of 1960 dated as of April 15, 1960.
9. Conditional Sale Agreement No. 3 of 1960 dated as of June 15, 1960.
10. Conditional Sale Agreement No. 4 of 1960 dated as of November 1, 1960.
11. Conditional Sale Agreement No. 5 of 1960 dated as of December 15, 1960.
12. Conditional Sale Agreement No. 1 of 1961 dated as of June 15, 1961.
13. Conditional Sale Agreement No. 2 of 1961 dated as of August 15, 1961.
14. Conditional Sale Agreement No. 3 of 1961 dated as of October 16, 1961.
15. Conditional Sale Agreement No. 4 of 1961 dated as of November 15, 1961.
16. Conditional Sale Agreement No. 5 of 1961 dated as of December 15, 1961.
17. Conditional Sale Agreement No. 1 of 1962 dated as of February 15, 1962.
18. Conditional Sale Agreement No. 2 of 1962 dated as of May 15, 1962.
19. Conditional Sale Agreement No. 3 of 1962 dated as of June 15, 1962.
20. Conditional Sale Agreement No. 4 of 1962 dated as of November 15, 1962.
21. Conditional Sale Agreement No. 5 of 1962 dated as of December 15, 1962.
22. Conditional Sale Agreement No. 1 of 1963 dated as of June 15, 1963.
23. Conditional Sale Agreement No. 3 of 1963 dated as of September 15, 1963.

SCHEDULE A (Cont'd)

CONDITIONAL SALE AGREEMENTS

24. Conditional Sale Agreement No. 4 of 1963 dated as of December 1, 1963.
25. Conditional Sale Agreement No. 5 of 1963 dated as of December 30, 1963.
26. Conditional Sale Agreement No. 1 of 1964 dated as of April 15, 1964.
27. Conditional Sale Agreement No. 2 of 1964 dated as of May 15, 1964.
28. Conditional Sale Agreement No. 4 of 1964 dated as of July 15, 1964.
29. Conditional Sale Agreement No. 5 of 1964 dated as of September 15, 1964.
30. Conditional Sale Agreement No. 6 of 1964 dated as of December 30, 1964.
31. Conditional Sale Agreement No. 1 of 1965 dated as of February 15, 1965.
32. Conditional Sale Agreement No. 2 of 1965 dated as of June 15, 1965.
33. Conditional Sale Agreement No. 3 of 1965 dated as of September 20, 1965.
34. Conditional Sale Agreement No. 4 of 1965 dated as of October 15, 1965.
35. Conditional Sale Agreement No. 5 of 1965 dated as of December 15, 1965.
36. Conditional Sale Agreement No. 1 of 1966 dated as of February 15, 1966.
37. Conditional Sale Agreement No. 2 of 1966 dated as of May 1, 1966.
38. Conditional Sale Agreement No. 3 of 1966 dated as of May 15, 1966.
39. Conditional Sale Agreement No. 4 of 1966 dated as of July 15, 1966.
40. Conditional Sale Agreement No. 5 of 1966 dated as of August 1, 1966.
41. Conditional Sale Agreement No. 1 of 1967 dated as of August 15, 1967.

SCHEDULE B

EQUIPMENT TRUST AGREEMENTS

1. Trailer Train Equipment Trust Agreement Series No. 2 dated as of April 15, 1963.
2. Trailer Train Equipment Trust Agreement Series No. 5 dated as of May 15, 1965.
3. Trailer Train Equipment Trust Agreement Series No. 6 dated as of February 15, 1966.
4. Trailer Train Equipment Trust Agreement Series No. 7 dated as of September 1, 1966.
5. Trailer Train Equipment Trust Agreement Series No. 8 dated as of October 1, 1966.
6. Trailer Train Equipment Trust Agreement Series No. 9 dated as of November 1, 1966.
7. Trailer Train Equipment Trust Agreement Series No. 10 dated as of November 15, 1966.
8. Trailer Train Equipment Trust Agreement Series No. 11 dated as of December 1, 1966.
9. Trailer Train Equipment Trust Agreement Series No. 12 dated as of December 15, 1966.
10. Trailer Train Equipment Trust Agreement Series No. 13 dated as of December 30, 1966.
11. Trailer Train Equipment Trust Agreement Series No. 15 dated as of November 1, 1967.
12. Trailer Train Equipment Trust Agreement Series No. 16 dated as of December 1, 1967.
13. Trailer Train Equipment Trust Agreement Series No. 17 dated as of February 1, 1968.
14. Trailer Train Equipment Trust Agreement Series No. 18 dated as of April 15, 1968.
15. Trailer Train Equipment Trust Agreement Series No. 19 dated as of August 15, 1968.
16. Trailer Train Equipment Trust Agreement Series No. 20 dated as of November 15, 1968.

SCHEDULE B (Cont'd)

EQUIPMENT TRUST AGREEMENTS

17. Trailer Train Equipment Trust Agreement Series No. 21 dated as of February 15, 1969.
18. Trailer Train Equipment Trust Agreement Series No. 22 dated as of April 15, 1969.
19. Trailer Train Equipment Trust Agreement Series No. 23 dated as of July 1, 1969.

SCHEDULE C

139 - 75' FLAT CARS

470402 & 470406	470504 to 470506
470408 to 470411	470509 & 470511
470415 to 470420	470513 to 470517
470424 & 470425	470520
470427	470522 to 470525
470431 to 470436	470527
470439	470529 & 470530
470442 to 470444	470534
470446 & 470447	470536 to 470541
470451 to 470454	470544 & 470545
470457 to 470460	470547
470464 & 470465	470549 to 470555
470467 to 470469	470557
470471	470559 to 470563
470473 & 470474	470566 & 470567
470477 to 470479	470569 to 470571
470481 & 470486	470573 to 470578
470485 to 470486	470580 to 470590
470488 to 470492	470593 to 470596
470494 to 470496	470598
470498 to 470501	470900 to 470909

SCHEDULE C (Cont'd)

75' CARS COVERED TO 85' CARS

<u>75' to 85'</u>		<u>75' to 85'</u>		<u>75' to 85'</u>	
470400 to 471373		470455 to 471349		470521 to 471307	
401	376	456	328	526	388
403	374	461	369	528	320
404	392	462	386	531	384
405	387	463	375	532	305
407	301	466	352	533	339
412	312	470	367	535	377
413	378	472	351	542	383
414	390	475	343	543	348
421	394	476	399	546	353
422	371	478	315	548	318
423	355	480	362	558	379
426	337	484	308	564	345
428	397	487	329	565	368
429	380	493	323	568	309
430	364	497	338	572	382
437	370	502	317	579	314
438	358	503	346	591	360
440	325	507	334	592	324
441	327	508	361	597	303
445	356	510	332	599	316
448	372	512	354		
449	396	518	342	479470 to 479472	
450	398	519	313		