



**TIGER LEASING GROUP**

RECORDATION NO. 6235 Filed & Recorded 16, 1977

APR 10 1978 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

8-200A110  
APR 10 1978  
Date  
Fee \$ 10  
ICC Washington, D. C.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Re: Section 20c Filing: Supplemental Agreement ("Supplement") dated as of June 10, 1976 to Equipment Trust Agreement ("Agreement") dated as of July 1, 1971, by and between North American Car Corporation (the "Company") and Harris Trust and Savings Bank, as Trustee

Dear Mr. Secretary:

Enclosed for recording under Section 20c of the Interstate Commerce Act are four executed counterparts of the above described Supplement. The Agreement was recorded with the Interstate Commerce Commission at 1:35pm on July 13, 1971 and was assigned recordation number 6235

Under the Agreement, the Trustee leases the equipment subject thereto to the Company and the Company guarantees the payment of principal and interest on the equipment trust certificates issued under the Agreement, all in accordance with the Agreement.

The general description of the equipment which the Supplement subjects to the terms of the Agreement is as stated in Schedule A of the Supplement. The Company will be the Vendor of such equipment to the Trustee.

The general description of the equipment which the Supplement releases from the terms of the Agreement is as stated in Schedule I to the Supplement.

Also enclosed is a check, payable to the Interstate Commerce Commission, in the amount of \$10.00 as the recording fee for the Supplement.

Pursuant to the Commission's rules and regulations for the recording of certain documents under Section 20c of the Interstate Commerce Act, you are hereby requested to duly file two of the enclosed counterparts

RECEIVED  
APR 10 11 40 AM '78  
REGISTRATION UNIT

*Handwritten signature: Roger A. Noback*

ROGER A. NOBACK  
VICE PRESIDENT—LAW

**NORTH AMERICAN CAR CORPORATION - RAIL CAR DIVISION**  
222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4105 • TELEX 25-5222

Secretary

Page 2

for record in your office and to return the remaining copies, together with the Secretary's Certificate of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Noback".

Roger A. Noback

RAN:ss

Enclosures

APR 10 1978 - 11 40 AM

FIFTH SUPPLEMENTAL INDENTURE

INTERSTATE COMMERCE COMMISSION

THIS FIFTH SUPPLEMENTAL INDENTURE OF MORTGAGE AND DEED OF TRUST dated this 10th day of June, 1975, by and between NORTH AMERICAN CAR CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), party of the first part, NORTH AMERICAN CAR (CANADA) LIMITED, a corporation duly organized and existing under and by virtue of the laws of the Province of Ontario, Canada (hereinafter called the "Guarantor"), party of the second part, and HARRIS TRUST AND SAVINGS BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois (hereinafter referred to as the "Trustee"), party of the third part;

W I T N E S S E T H

WHEREAS, the parties have heretofore on the 1st day of July, 1971, executed a certain Indenture of Mortgage and Deed of Trust (hereinafter called "Indenture"); and

WHEREAS, Article VII, Section 7.01 of the Indenture provides inter alia that whenever Mortgaged Equipment shall become worn out, unsuitable for use, lost or destroyed, the Company shall Mortgage to the Trustee under the Indenture other Equipment having a fair value not less than the fair value of the Mortgaged Equipment so worn out, unsuitable for use, lost or destroyed; and

WHEREAS, the following described railroad cars constituting a part of the Mortgaged Equipment, have become worn out, unsuitable for use or lost or destroyed:

S E E     A T T A C H E D

WHEREAS, Article VII, Section 7.02 of the Indenture provides for a supplemental indenture to be entered into pursuant to Article XII of the Indenture, warranting that the to the equipment so to be substituted for the equipment so worn out, unsuitable for use, lost or destroyed is free from all liens, claims and encumbrances other than permitted liens, and subjecting such Equipment to the lien of the Indenture; and

WHEREAS, Article XII, Section 12.01 of the Indenture provides that the Company and the Guarantor when authorized by resolution of their respective Board of Directors and the Trustee, from time to time and at any time, may, without the consent of Bondholders, enter into an indenture or indentures supplemental to the Indenture to grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, pledge, transfer, deliver and set over to the Trustee, and subject to the lien of the Indenture, property or properties of the Company or the Guarantor, subject to the conditions and restrictions contained in the Indenture, and that such supplemental indentures shall form a part of the Indenture.

NOW, THEREFORE, in consideration of the sum of \$1.00 duly paid to the Company and the Guarantor, respectively, by the Trustee at or before the ensealing and delivery hereof and for other valuable consideration, the receipt whereof is hereby acknowledged, the Company and Guarantor have executed and delivered this Third Supplemental Indenture; the Company has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, warranted, assigned, ceded, charged, mortgaged, pledged, hypothecated, transferred, delivered, and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm warrant, assign, cede, charge, mortgage pledge, hypothecate, transfer, deliver, and set over unto the Trustee as in the Indenture provided, and to its successors in trust and its assigns forever, and has granted and does hereby grant to the Trustee,

such successors and assigns a security interest in all the right, title and interest of the Company in and to any and all of the following described railroad cars:

S E E    A T T A C H E D

subject, however, to the rights of lessees and purchase optionees under the leases and subleases listed in Schedule I annexed to the Indenture and to permitted liens as in said Indenture provided, to have and to hold all and singular, the above property whether now owned or hereafter acquired, unto the Trustee, and its successors in trust, and its assigns forever, for the purposes and upon the uses and trusts, and subject to all the conditions and restrictions herein and in the Indenture contained.

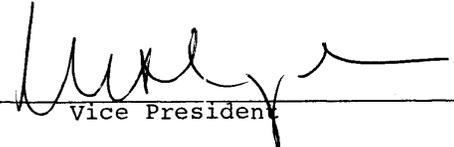
The Company hereby warrants that title to the Equipment is free from all liens, claims and encumbrances, other than leases, purchase options, and permitted liens referred to in the Indenture.

From and after (but only from and after) the execution of this Fourth Supplemental Indenture for Indenture shall be deemed to be modified as herein provided, and thereafter the Indenture shall be read in connection with the Fourth Supplemental Indenture had been a part of the Indenture at the time of the execution and delivery of the Indenture.

IN WITNESS WHEREOF, the Company, the Guarantor and the Trustee have caused their names to be signed 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.

NORTH AMERICAN CAR CORPORATION

BY

  
Vice President

ATTEST:

  
Assistant Secretary

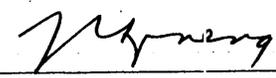
NORTH AMERICAN CAR (CANADA) LIMITED

BY   
Vice President

ATTEST:

  
Assistant Secretary

HARRIS TRUST AND SAVINGS BANK

BY   
VICE PRESIDENT

ATTEST:

  
ASSISTANT SECRETARY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 18<sup>th</sup> day of May, 1976, before me personally appeared M.A. Lynch and Thomas Schulz to me personally known, who being duly sworn say that they are a Vice President and the Assistant Secretary, respectively, of North American Car Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was on May 18, 1976, signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lenny Catalano  
Notary Public

My Commission Expires June 30 1979

STATE OF ILLINOIS)  
 ) SS  
COUNTY OF COOK )

On this 18<sup>th</sup> day of May, 1976, before me personally appeared M.A. Lynch and Thomas Schulz to me personally known, who being by me duly sworn say that they are a Vice President and Assistant Secretary, respectively, of North American Car (Canada) Limited, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on May 18, 1976, signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged taht the execution of the foregoing instrument was the free act and deed of said corporation.

Lenny Catalano  
Notary Public

My Commission Expires June 30 1979

On this 23<sup>RD</sup> day of DECEMBER, 1976, before me personally appeared J. L. SPRENG and R. G. MASON, to me personally known, who being by me duly sworn say that they are a VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of Harris Trust and Savings Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank and that said instrument was on DEC. 23, 1976, signed and sealed on behalf of said bank by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Rose Marie M... ..  
Notary Public

My Commission Expires FEB. 19, 1979

NORTH AMERICAN CAR CORPORATION  
FIRST 1971 EQUIPMENT TRUST  
DESTROYED CARS

<u>Serial Number</u>	<u>Description</u>	<u>Fair Market Value</u>
34560	Class TP, 100 ton, 33,900 gallon capacity tank car	\$16,851.26
34562	Class TP, 100 ton 33,900 gallon capacity tank car	16,851.26
34566	Class TP, 100 ton 33,900 gallon capacity tank car	16,851.26
34568	Class TP, 100 ton 24,000 gallon capacity tank car	16,851.26
34569	Class TP, 100 ton 33,900 gallon capacity tank car	16,916.06
34570	Class TP, 100 ton 33,900 gallon capacity tank car	16,916.10
37500	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.12
37501	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37502	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37503	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37504	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37505	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37506	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37507	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37508	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37509	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37510	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25

Exhibit A  
First 1971 Equipment Trust  
Destroyed Cars  
Page 2

<u>Serial Number</u>	<u>Description</u>	<u>Fair Market Value</u>
37511	Class TP, 100 ton 33,500 gallon capacity tank car	\$21,261.25
37512	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37513	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37514	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37515	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37516	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37517	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37518	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37519	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37520	Class TP, 100 ton 33,573 gallon capacity tank car	21,261.25
37521	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37522	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37523	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37524	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37525	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37526	Class TP, 100 ton 33,500 gallon capacity tank car	21,261.25
37527	Class TP, 100 ton 33,568 gallon capacity tank car	21,261.25

Exhibit A  
First 1971 Equipment Trust  
Destroyed Cars  
Page 3

<u>Serial Number</u>	<u>Description</u>	<u>Fair Market Value</u>
37528	Class TP, 100 ton 33,568 gallon capacity tank car	\$21,261.25
37529	Class TP, 100 ton 33,597 gallon capacity tank car	21,261.25
37530	Class TP, 100 ton 33,523 gallon capacity tank car	21,334.42
37531	Class TP, 100 ton 33,573 gallon capacity tank car	21,334.46
37532	Class TP, 100 ton 33,593 gallon capacity tank car	21,334.46
37533	Class TP, 100 ton 33,578 gallon capacity tank car	21,334.46
37534	Class TP, 100 ton 33,582 gallon capacity tank car	21,334.46
37535	Class TP, 100 ton 33,603 gallon capacity tank car	21,334.46
37536	Class TP, 100 ton 33,583 gallon capacity tank car	21,334.46
37537	Class TP, 100 ton, 33,583 gallon capacity tank car	21,334.46
37538	Class TP, 100 ton 33,583 gallon capacity tank car	21,334.46
37539	Class TP, 100 ton 33,588 gallon capacity tank car	21,334.46
37540	Class TP, 100 ton 33,588 gallon capacity tank car	21,334.46
37541	Class TP, 100 ton 33,578 gallon capacity tank car	21,334.46
37542	Class TP, 100 ton 33,588 gallon capacity tank car	21,334.46
37543	Class TP, 100 ton 33,593 gallon capacity tank car	21,334.46
37544	Class TP, 100 ton 33,578 gallon capacity tank car	21,334.46

Exhibit A  
First 1971 Equipment Trust  
Destroyed Cars  
Page 4

<u>Serial Number</u>	<u>Description</u>	<u>Fair Market Value</u>
37545	Class TP, 100 ton 33,588 gallon capacity tank car	\$21,334.46
37546	Class TP, 100 ton 33,593 gallon capacity tank car	21,334.46
37547	Class TP, 100 ton 33,592 gallon capacity tank car	21,334.46
37548	Class TP, 100 ton 33,598 gallon capacity tank car	21,334.46
37549	Class TP, 100 ton 33,586 gallon capacity tank car	21,334.46
37550	Class TP, 100 ton 33,568 gallon capacity tank car	21,334.46
37551	Class TP, 100 ton 33,577 gallon capacity tank car	21,334.46
37552	Class TP, 100 ton 33,569 gallon capacity tank car	21,334.46
37553	Class TP, 100 ton 33,588 gallon capacity tank car	21,334.46
37554	Class TP, 100 ton 33,583 gallon capacity tank car	21,334.46
37555	Class TP, 100 ton 33,588 gallon capacity tank car	21,273.32
37556	Class TP, 100 ton 33,543 gallon capacity tank car	21,273.24
37557	Class TP, 100 ton 33,588 gallon capacity tank car	21,273.24
37558	Class TP, 100 ton 33,588 gallon capacity tank car	21,273.24
37559	Class TP, 100 ton 33,588 gallon capacity tank car	21,273.24
37560	Class TP, 100 ton 33,578 gallon capacity tank car	21,273.24
37561	Class TP, 100 ton 33,593 gallon capacity tank car	21,273.24

Exhibit A  
First 1971 Equipment Trust  
Destroyed Cars  
Page 5

<u>Serial Number</u>	<u>Description</u>	<u>Fair Market Value</u>
37562	Class TP, 100 ton 33,569 gallon capacity tank car	\$21,273.24
37563	Class TP, 100 ton 33,582 gallon capacity tank car	21,273.24
37564	Class TP, 100 ton 33,577 gallon capacity tank car	21,273.24
37565	Class TP, 100 ton 33,578 gallon capacity tank car	21,273.24
37566	Class TP, 100 ton 33,583 gallon capacity tank car	21,273.24
37567	Class TP, 100 ton 33,598 gallon capacity tank car	21,273.24
37568	Class TP, 100 ton 33,500 gallon capacity tank car	21,273.24
37569	Class TP, 100 ton 33,568 gallon capacity tank car	21,273.24
34704	Class TP, 100 ton 34,081 gallon capacity tank car	16,337.63
47969	Class LO, 100 ton 4,427 cu.ft. capacity hopper car	12,936.60
19583	Class TMI, 70 ton 9,681 gallon capacity tank car	500.00
4353	Class LLI, 70 ton 4,397 cu.ft. capacity all doors car	18,885.93
4362	Class LLI, 70 ton 4,397 cu.ft. capacity all doors car	18,885.93
4389	Class LLI, 70 ton 4,397 cu.ft. capacity all doors car	18,885.93
4392	Class LLI, 70 ton 4,397 cu.ft. capacity all doors car	18,885.93
4400	Class LLI, 70 ton 4,397 cu.ft. capacity all doors car	18,885.93
4378	Class LLI, 70 ton 4,397 cu.ft. capacity all doors car	18,713.98

Exhibit A  
First 1971 Equipment Trust  
Destroyed Cars  
Page 6 of 6

<u>Serial Number</u>	<u>Description</u>	<u>Fair Market Value</u>
4380	Class LLI, 70 ton 4,397 cu.ft. capacity all doors car	\$18,635.81
4383	Class LLI, 70 ton 4,397 cu.ft. capacity all doors car	18,635.81
4384	Class LLI, 70 ton 4,397 cu.ft. capacity all doors car	18,635.81
4396	Class LLI, 70 ton 4,397 cu.ft. capacity all doors car	18,635.81

## NORTH AMERICAN CAR CORPORATION

## FIRST 1971 EQUIPMENT TRUST

## REPLACEMENTS

<u>Serial Number</u>	<u>Description</u>	<u>Fair Market Value</u>
3247	Class 105A300W, 10 ton 5,000 gallon tank car	\$ 18,100
3249	Class RP, 50 ton 3,386 gallon tank car	18,100
3249	Class 105A300W, 10 ton 5,000 gallon tank car	18,100
3250	Class 105A300W, 10 ton 5,000 gallon tank car	18,100
3251	Class 105A300W, 10 ton 5,000 gallon tank car	18,100
3250	Class 105A300W, 10 ton 5,000 gallon tank car	18,100
3253	Class 105A300W, 10 ton 5,000 gallon tank car	18,100
3254	Class 105A300W, 10 ton 5,000 gallon tank car	18,100
3255	Class 105A300W, 10 ton 5,000 gallon tank car	18,100
3256	Class 105A300W, 10 ton 5,000 gallon tank car	18,100
3800	Class 111A100W3, 11 ton 5,000 gallon tank car	18,100
3801	Class 111A100W3, 11 ton, 5,000 gallon tank car	18,100
3802	Class 111A100W3, 11 ton, 5,000 gallon tank car	18,100
3803	Class 111A100W3, 11 ton 7,000 gallon tank car	18,100
3804	Class 111A100W3, 11 ton, 5,000 gallon tank car	18,100
3807	Class 111A100W3, 11 ton, 5,000 gallon tank car	18,100
3810	Class 111A100W3, 11 ton 5,000 gallon tank car	18,100
3812	Class 111A100W3, 11 ton, 7,000 gallon tank car	18,100
3813	Class 111A100W3, 11 ton 7,000 gallon tank car	18,100

Exhibit B  
First 1971 Equipment Trust  
Replacement Cars  
Page 2

<u>Serial Number</u>	<u>Description</u>	<u>Fair Market Value</u>
3815	Class 111A100W3, 11 ton, 5,000 gallon tank car	\$ 18,100
3817	Class 111A100W3, 11 ton 7,000 gallon tank car	18,100
3819	Class 105A300W, 11 ton 5,000 gallon tank car	18,100
3821	Class 111A100W3, 11 ton 5,000 gallon tank car	18,100
3823	Class 111A100W3, 11 ton 7,000 gallon tank car	18,100
3824	Class 111A100W3, 10 ton, 5,000 gallon tank car	18,100
3825	Class 111A100W3, 11 ton, 7,000 gallon tank car	18,100
3826	Class 111A100W3, 11 ton, 7,000 gallon tank car	18,100
3827	Class 111A100W3, 11 ton 7,000 gallon tank car	18,100
3830	Class 111A100W1, 11 ton 5,000 gallon tank car	18,100
3834	Class 111A100W3, 10 ton 5,000 gallon tank car	18,100
3835	Class 111A100W3, 11 ton 7,000 gallon tank car	18,100
3836	Class 111A100W3, 11 ton 5,000 gallon tank car	18,100
3840	Class 111A100W3, 11 ton 5,000 gallon tank car	18,100
3841	Class 111A100W3, 11 ton 7,000 gallon tank car	18,100
3842	Class 111A100W3, 11 ton 5,000 gallon tank car	18,100
3847	Class 111A100W3, 11 ton 7,000 gallon tank car	18,100
3848	Class 111A100W3, 11 ton 7,000 gallon tank car	18,100
3849	Class 111A100W3, 11 ton 5,000 gallon tank car	18,100
3851	Class 105A300W, 11 ton 5,000 gallon tank car	18,100
3852	Class 111A100W3, 11 ton 7,000 gallon tank car	18,100
3857	Class 105A300W, 11 ton 5,000 gallon tank car	18,100

Exhibit B  
First 1971 Equipment Trust  
Replacement Cars  
Page 3

<u>Serial Number</u>	<u>Description</u>	<u>Fair Market Value</u>
3863	Class 105A300W, 11 ton 5,000 gallon tank car	\$ 18,100
3865	Class 105A300W, 11 ton 5,000 gallon tank car	18,100
3866	Class 105A300W, 11 ton 5,000 gallon tank car	18,100
3868	Class 111A100W3, 11 ton 7,000 gallon tank car	18,100
3870	Class 111A100W3, 11 ton 7,000 gallon tank car	18,100
3872	Class 105A300W, 11 ton 5,000 gallon tank car	18,100
3873	Class 111A100W3, 11 ton 5,000 gallon tank car	18,100
3874	Class 105A300W, 11 ton 5,000 gallon tank car	18,100
3878	Class 111A100W1, 11 ton 5,000 gallon tank car	18,100
3879	Class 111A100W3, 11 ton 5,000 gallon tank car	18,100
3883	Class 111A100W3, 11 ton 5,000 gallon tank car	18,100
3886	Class 111A100W3, 11 ton 7,000 gallon tank car	18,100
3887	Class 105A300W, 11 ton 5,000 gallon tank car	18,100
3888	Class 105A300W, 11 ton 5,000 gallon tank car	18,100
3891	Class 111A100W3, 11 ton 7,000 gallon tank car	18,100
3893	Class 105A300W, 11 ton 5,000 gallon tank car	18,100
3894	Class 105A300W, 11 ton 5,000 gallon tank car	18,100
4169	Class ARAIII, 80 ton 5,000 gallon tank car	18,100
4504	Class ICC103, 50 ton 3,000 gallon tank car	18,100
4513	Class ICC103, 50 ton 3,000 gallon tank car	18,100
4517	Class ICC103, 50 ton 3,000 gallon tank car	18,100
4518	Class ICC103, 50 ton 3,000 gallon tank car	18,100
4520	Class ICC103, 50 ton 3,000 gallon tank car	18,100
4522	Class ICC103, 50 ton 3,000 gallon tank car	18,100
4523	Class ICC103, 50 ton 3,000 gallon tank car	18,100
4526	Class LO47, 100 ton 4,427 cu.ft. all door car	18,100

Exhibit B  
First 1971 Equipment Trust  
Replacement Cars  
Page 4

<u>Serial Number</u>	<u>Description</u>	<u>Fair Market Value</u>
4528	Class ICC103, 50 ton 4,000 gallon tank car	\$ 18,100
4539	Class ICC103, 50 ton 4,000 gallon tank car	18,100
4604	Class ICC103, 40 ton 4,000 gallon tank car	18,100
4607	Class ICC103, 40 ton 4,000 gallon tank car	18,100
4802	Class ICC103, 80 ton 4,000 gallon tank car	18,100
4806	Class ICC103, 80 ton 5,000 gallon tank car	18,100
5008	Class ARAIII, 80 ton 4,000 gallon tank car	18,100
5020	Class ARAIII, 80 ton 4,000 gallon tank car	18,100
5035	Class ARAIII, 80 ton 4,000 gallon tank car	18,100
5043	Class ARAIII, 80 ton 4,000 gallon tank car	18,100
5047	Class ARAIII, 80 ton 4,000 gallon tank car	18,100
5067	Class ARAIII, 80 ton 5,000 gallon tank car	18,100
5089	Class ARAIII, 80 ton 4,000 gallon tank car	18,100
5100	Class ARAIII, 80 ton 5,000 gallon tank car	18,100
5105	Class ARAIII, 80 ton 4,000 gallon tank car	18,100
5134	Class ARAIII, 80 ton 4,000 gallon tank car	18,100
5147	Class ARAIII, 80 ton 4,000 gallon tank car	18,100
5150	Class ARAIII, 80 ton 4,000 gallon tank car	18,100
5152	Class ARAIII, 80 ton 4,000 gallon tank car	18,100
5166	Class ARAIII, 80 ton 4,000 gallon tank car	18,100
5190	Class ARAIII, 80 ton 4,000 gallon tank car	18,100
5193	Class ARAIII, 80 ton 4,000 gallon tank car	18,100
3236	Class ARAIII, 80 ton 5,000 gallon tank car	18,400
3237	Class ARAIII, 80 ton 5,000 gallon tank car	18,400
3238	Class ARAIII, 80 ton 5,000 gallon tank car	18,400
3239	Class 105A300W1, 10 ton 5,000 gallon tank car	18,400

Exhibit B  
First 1971 Equipment Trust  
Replacement Cars  
Page 5 of 5

<u>Serial Number</u>	<u>Description</u>	<u>Fair Market Value</u>
3240	Class 105A300W, 10 ton 5,000 gallon tank car	\$18,400
3241	Class 105A300W, 10 ton 5,000 gallon tank car	18,400
3242	Class 105A300W, 10 ton 5,000 gallon tank car	18,400
3243	Class 105A300W, 10 ton 5,000 gallon tank car	18,400
3244	Class 105A300W, 10 ton 5,000 gallon tank car	18,400
3245	Class 105A300W, 10 ton 5,000 gallon tank car	18,400
3246	Class 105A300W, 10 ton 5,000 gallon tank car	<u>18,400</u>
		\$1,810,000 =====