RECORDATION NO. 7866 Filed & Recorded

MAR 10 1977 -9 30 AM

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7867-A Filed & Recorded

BERNARD J. ALLEN
DIANE KOHLER-RAUSCH
JOAN A. SCHRAMM
ASSISTANT SECRETARIES

DIRECT DIAL NUMBER
312/454-6534

March 4, 1977

MAR 10 1977 -9 30 AM

File Nos.: A-5275, A-9827, A-9507
A-5055 & A-9399

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7979-A Filed & Recorded

RECORDATION NO. 3754-F Filed & Recorded

7-069A010

MAR 10 1977 -9 30 AM

MAR 10 1977

MAR 10 1977 -9 30 AM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Washington, D. C. 20423
Attention: Robert L. Oswald, Secretary

INTERSTATE COMMERCE COMMISSION

$ 60

ICC Washington, D. C.

Gentlemen:

RECORDATION NO. 8339-A Filed & Recorded

MAR 10 1977 -9 30 AM

INTERSTATE COMMERCE COMMISSION

Enclosed are counterparts of Statements of New Numbers to Conditional Sale Agreements and a Security Agreement, all with Continental Illinois National Bank & Trust Company of Chicago, for filing pursuant to Section 20c.

RECORDATION NO. 4042-C Filed & Recorded

MAR 10 1977 -9 30 AM

INTERSTATE COMMERCE COMMISSION

Date of Original Agreement	Recordation No.	Number of Counterparts Enclosed
3/10/75	7866 & 7867	3
2/1/66	3754	6
6/23/75	7979	3
5/17/76	8339	3
7/15/66	4042	5

Also enclosed are six checks of $10.00 each to cover your recording fees. Please stamp your recording information on all documents, keep two of each for your files, and return all other copies to me.

Very truly yours,

Diane Kohler-Rausch

Diane Kohler-Rausch
Assistant Secretary

RECEIVED
MAR 10 9 28 AM '77
I.C.C.
FEE OPERATION BR.

dk:db
encls.

cc: R. D. Smith
R. L. Schardt*, C-215, A-66, A-225, A-239, A-72
F. E. Cunningham, Attn: H. Labno*
D. E. Stockham, Attn: R. S. Brenner*

*copy of documents attached

RECORDATION NO. 7866-B Filed & Recorded

Counterpart No. 9 of 10
A-9399
C-215

MAR 10 1977 -9 30 AM

INTERSTATE COMMERCE COMMISSION

STATEMENT OF NEW NUMBERS

As required under Section 9 of Security Agreement dated as of March 10, 1975 between NORTH WESTERN LEASING COMPANY, Owner, and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Bank, and under Section 11 of Lease dated as of March 10, 1975 between NORTH WESTERN LEASING COMPANY, Lessor, and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, Lessee, filed and recorded with the Interstate Commerce Commission on March 19, 1975 and assigned Recordation Nos. 7866 and 7867, the following cars are to be renumbered:

Present Numbers		New Numbers		Present Numbers		New Numbers	
CNW	1178	CNW	611139	CNW	9742	CNW	611047
CNW	23065	CNW	611144	CNW	8614	CNW	611107
MStL	4544	MStL	611823	CNW	8284	CNW	611177
CNW	87872	CNW	611117	CNW	88018	CNW	611210
CNW	107308	CNW	611086	CNW	9591	CNW	611222
CNW	7159	CNW	611096	CNW	258	CNW	611021
CNW	8334	CNW	611036	CNW	4466	CNW	500363
CNW	38906	CNW	611041				

NORTH WESTERN LEASING COMPANY

Vice President

ATTEST:

Assistant Secretary

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

_____, Vice President

ATTEST:

_____, Assistant Secretary

Consented to by CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Bank, and effective upon filing with the Interstate Commerce Commission under Section 20c of the Interstate Commerce Act.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

_____, Vice President

ATTEST:

_____, Commercial Banking Officer

Dated: February 22, 1977

RECORDATION NO. 7867-B Filed & Recorded

MAR 1 0 1977 -9 30 AM

INTERSTATE COMMERCE COMMISSION

Counterpart No. 10 of 10
A-9399
C-215

STATEMENT OF NEW NUMBERS

As required under Section 9 of Security Agreement dated as of March 10, 1975 between NORTH WESTERN LEASING COMPANY, Owner, and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Bank, and under Section 11 of Lease dated as of March 10, 1975 between NORTH WESTERN LEASING COMPANY, Lessor, and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, Lessee, filed and recorded with the Interstate Commerce Commission on March 19, 1975 and assigned Recordation Nos. 7866 and 7867, the following cars are to be renumbered:

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MStL	4544	MStL	611823	CNW	8284	CNW	611177
CNW	87872	CNW	611117	CNW	88018	CNW	611210
CNW	107308	CNW	611086	CNW	9591	CNW	611222
CNW	7159	CNW	611096	CNW	258	CNW	611021
CNW	8334	CNW	611036	CNW	4466	CNW	500363
CNW	38906	CNW	611041				

NORTH WESTERN LEASING COMPANY

Vice President

ATTEST:

Assistant Secretary

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

_____, Vice President

ATTEST:

_____, Assistant Secretary

Consented to by CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Bank, and effective upon filing with the Interstate Commerce Commission under Section 20c of the Interstate Commerce Act.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

_____, Vice President

ATTEST:

_____, Commercial Banking Officer

Dated: February 22, 1977

COUNTERPART
No. 4 of 14

SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that NORTH WESTERN LEASING COMPANY, a Delaware corporation, with its principal office at 400 West Madison Street, Chicago, Illinois 60606 (hereinafter called the "Owner") having borrowed from and being justly indebted to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a banking corporation organized under the laws of the United States of America, with an office at 231 So. LaSalle Street, Chicago, Illinois 60690 (hereinafter called the "Bank"), in the principal sum of One Million Five Hundred Thousand and no/100 Dollars ($1,500,000.00) for money loaned the Owner for or in connection with the purchase (and rebuilding or improvement, if any) of certain equipment, HEREBY COVENANTS AND AGREES to repay said principal sum to the Bank, its successors and assigns, with interest, as follows:

(a) The Owner shall pay said principal sum in forty (40) substantially equal quarterly installments payable on March 15, June 15, September 15, and December 15 of each year commencing March 15, 1976 to and including December 15, 1985 (subject to the privilege of prepayment as hereinafter provided).

(b) The indebtedness hereunder for the unpaid balance of said principal sum shall bear interest from the date of borrowing (hereinafter called the "Loan Date"), and the Owner shall pay such interest quarterly on March 15, June 15, September 15, and December 15 of each year (such dates being hereinafter called the "Interest Payment Dates") as follows: (i) on the first Interest Payment Date following such Loan Date, interest accrued from and including such Loan Date to but not including such Interest Payment Date at the rate per annum of one hundred and seven per cent (107%) of the Prime Rate (as hereinafter defined) in effect on such Loan Date, on thirty-one thirty-sixths (31/36ths) of the indebtedness and one hundred and twenty-five per cent (125%) of such Prime Rate on five thirty-sixths (5/36ths) of such indebtedness; and (ii) on each Interest Payment Date thereafter, interest accrued from and including the preceding Interest Payment Date at the rate per annum for each quarter or fraction thereof of 107% of the Prime Rate in effect on the preceding Interest Payment Date on 31/36ths of the indebtedness and 125% of such Prime Rate on 5/36ths of such indebtedness. The term "Prime Rate" means the rate per annum charged by the Bank for 90 day unsecured commercial loans to large corporate borrowers of the highest credit standing.

RECORDATION NO. 7867 Filed & Recorded
MAR 1 - 1975 - 11 15 AM
INTERSTATE COMMERCE COMMISSION

The Owner shall have the privilege of prepaying its indebtedness hereunder or any installment thereof, at any time without penalty or premium, and each prepayment shall be applied to reduce installments in inverse order of maturity thereof. The Owner shall pay simultaneously with any prepayment pursuant to this paragraph all unpaid interest, if any, upon the principal amount then to be prepaid, but only to the extent accrued to the date of prepayment.

Interest under this Agreement shall be determined on the basis of a 365 (or 366) day year. The Owner will pay interest at the rate of three-fourths of one per cent (3/4 of 1%) over the higher of the two interest rates payable under and as determined in subparagraph (b) of the first paragraph of this Agreement on all amounts remaining unpaid after the same shall have become due and payable pursuant to the terms of this Agreement.

For the purpose of securing the payment of the aforesaid indebtedness, and also the indebtedness referred to in Section 1 hereof (but only as and to the extent provided in said Section 1), the Owner DOES HEREBY GRANT to the Bank a security interest in the equipment described in Schedule A hereto (hereinafter called the "Equipment"), which Equipment is owned by the Owner and is free from any encumbrances or liens equal or superior to the Bank's security interest hereunder.

TO HAVE AND TO HOLD said security interest to the Bank, its successors and assigns forever; provided always, however, that these presents are upon the express condition that if the Owner shall pay or cause to be paid to the Bank, its successors and assigns the indebtedness hereby secured and the Owner and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (hereinafter called the "Railroad") shall have performed all their obligations under this Agreement and under the Related Agreements (as defined in Section 1 hereof), all according to the terms thereof, then these presents shall be void and of no effect.

AND IT IS HEREBY COVENANTED AND DECLARED by the Owner to and with the Bank that:

1. Related Agreements; Security Interest. The Owner and the Railroad have entered into an agreement for lease of the Equipment to the Railroad and may enter into conditional sale agreements or leases for the purchase or lease by the Railroad of other railroad equipment; and the Owner may cause the Bank, pursuant to an Agreement dated as of January 1, 1975 among the Railroad, the Owner and the Bank, to acquire by assignment from the Owner its interest in such equipment and conditional sale agreements, or to make loans to the Owner secured by other security agreements and the leased equipment described therein

(such conditional sale agreements and security agreements being hereinafter called the "Related Agreements"). In consideration for the Bank's entering into the assignments and making loans to the Owner in respect of the leased equipment, the Owner agrees that the Equipment shall be security for the indebtedness and other obligations of the Railroad and the Owner under all the Related Agreements, and the Owner does hereby grant to the Bank a security interest in the Equipment to secure the payment of the indebtedness and performance of the obligations of the Railroad and the Owner, as the case may be, under each Related Agreement in accordance with the terms thereof as though the Equipment were part of the equipment described therein; provided, however, that if the Railroad or the Owner is indebted to the Bank under any Related Agreement at any time after the Bank shall have been paid the full indebtedness of the Owner hereunder, as described in the first paragraph hereof, and any unit suffers a Casualty Occurrence (as defined in Section 2 hereof) or is disposed of by the Owner in the ordinary course of business, no deposit, prepayment or additional security shall be required under Section 2 or otherwise, and, provided there is then no existing default under any Related Agreement, the Bank's security interest in such unit shall be deemed to be terminated and released upon such disposition or occurrence without further transfer or action on the part of the Bank, except that the Bank, if requested by the Owner, will execute a confirmatory release or other instrument in writing as may be necessary or appropriate to make clear upon the public records the title of the Owner to such unit.

When and only when the Bank shall have been paid the full indebtedness of the Owner hereunder and of the Owner and the Railroad, as the case may be, under the Related Agreements, together with interest and all other payments as herein and in the Related Agreements provided, and when the Railroad and the Owner shall have performed all of their obligations under this Agreement and under the Related Agreements, the Bank's security interest in the Equipment shall be deemed terminated and released without further transfer or action on the part of the Bank, except that the Bank, if requested by the Owner, will execute a confirmatory release or other instrument in writing as may be necessary or appropriate to make clear upon the public records the title of the Owner to the Equipment.

2. Lost, Destroyed or Damaged Equipment. In the event that any unit of the Equipment shall be worn out, lost, destroyed or, in the opinion of the Owner, irreparably damaged or otherwise rendered unsuitable or unfit for use from any cause whatsoever, or shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise (hereinafter called a "Casualty Occurrence") prior to full payment hereunder of the indebtedness and interest incurred under this Agreement only, the Owner shall notify the Bank within thirty days after it has determined that a unit has suffered a Casualty Occurrence.

The Owner shall, within thirty days of such notification, deposit with the Bank an amount equal to the then unpaid indebtedness hereunder multiplied by the ratio having for its numerator the Price (as shown in Schedule A hereto) of the unit or units suffering a Casualty Occurrence and for its denominator the aggregate Price of all units of the Equipment. The Bank, upon receipt of such deposit, shall cease to have any interest in such unit or units suffering a Casualty Occurrence, without further transfer or action on the part of the Bank, except that the Bank, if requested by the Owner, will execute a release or other instrument in writing as may be necessary or appropriate to make clear upon the public records the title of the Owner to such unit or units.

Such deposit may be applied at any time at the option of the Owner (i) to the prepayment of installments of indebtedness without penalty or premium, as provided in the first paragraph of this Agreement, or (ii) to the purchase of other railroad equipment (new or used), other than automobile racks, maintenance equipment, machines or other non-rolling stock equipment (unless otherwise approved in writing by the Bank) for substitution for units suffering a Casualty Occurrence. Equipment substitutions shall be of substantially as good construction, material and character as, and shall have an aggregate value as of the date of substitution not less than the aggregate fair value in good repair as of the date of substitution of the units suffering a Casualty Occurrence. The fair value of any unit of Equipment in good repair as of the date of substitution, for purposes of this Section 2, shall be deemed to be the Price thereof less an amount representing depreciation to the date of substitution as determined by the method in use at the time in standard railroad practice, and shall be evidenced by a certificate signed by an officer of the Owner and by an officer of the Railroad, and delivered to the Bank.

The Owner shall grant to the Bank a security interest, as herein provided, in such equipment substitutions for units suffering a Casualty Occurrence and such security interest shall be vested in the Bank free from all liens and encumbrances equal or superior to such security interest, and such equipment substitutions shall be subject to all the terms and conditions of this Agreement in all respects as though part of the original equipment herein described.

Pending prepayment of indebtedness or purchase of substitute railroad equipment the Bank shall, upon request and at the direction of the Owner, invest monies received by it under provisions of this Section 2 in:

(a) Bills, notes, bonds, or other obligations for which the faith of the United States Government is pledged to provide for payment of interest and principal.

(b) Certificates of time deposit of commercial banks having an aggregate capital and surplus of $50,000,000 or more.

(c) Commercial paper rated prime by a national credit agency.

(d) Other investments if approved in writing by the Bank.

Any interest or gain produced by such investment shall accrue to and be paid to the Owner. In the event that the market value of such investments should decline, the Bank may require the Owner to deposit additional monies equivalent to the difference between the cost and market value of the investments.

3. Maintenance and Repair. The Owner will at all times maintain the Equipment in good order and repair at its expense.

4. Compliance with Laws and Rules. During the terms of this Agreement the Owner will comply in all respects with all applicable laws.

5. Inspections. The Bank shall have the right, by its agents, to inspect the Equipment and the Owner's records with respect thereto.

6. Possession and Use. The Owner, so long as it shall not be in default under this Agreement, shall be entitled to the possession of the Equipment and the use thereof; and the possession and use of units of rolling stock shall be upon the lines of railroad owned or operated by the Railroad either alone or jointly with another and whether under lease or otherwise, and upon the lines of railroad owned or operated by any railroad company controlled by or under common control with the Railroad, or over which the Railroad has trackage rights, and also upon connecting and other railroads in the usual interchange of traffic.

7. Prohibition Against Liens. The Owner will satisfy and discharge any and all sums claimed by any party by, through or under the Owner or its successors or assigns which, if unpaid, might become a lien or a charge upon the Equipment, or any unit thereof, equal or superior to the security interest of the Bank thereto; except that the Owner shall not be required to pay or discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not, in the opinion of the Bank, adversely affect the security interest or rights of the Bank in or to the Equipment or otherwise under this Agreement. Any amounts paid by the Bank in discharge of liens, charges or security interests upon the Equipment shall be secured by and under this Agreement.

This covenant will not be deemed breached by reason of liens for taxes, assessments or governmental charges or levies, in each case not due and delinquent, or undetermined or inchoate materialmen's, mechanics', workmen's, repairmen's or other like liens arising in the ordinary course of business and, in each case, not delinquent.

8. Taxes. All payments to be made by the Owner hereunder will be free of expense to the Bank in respect of taxes (other than income taxes, gross receipt taxes, franchise taxes, excess profits taxes and similar taxes), which expense the Owner assumes and agrees to pay on demand, in addition to its indebtedness hereunder.

9. Marking of Equipment. The Owner will cause each unit of the Equipment to be kept numbered with the Railroad's identifying number as set out in Schedule A hereto, and will cause each side of each such unit to be kept plainly, distinctly, permanently and conspicuously marked with the name of the Bank followed by the words "Secured Party" or other appropriate words designated by the Bank, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the security interest of the Bank to the Equipment and its rights under this Agreement. The Owner will replace promptly any such marking, which may be removed, defaced or destroyed. The Owner will not change the numbers of any such units except with the consent of the Bank and in accordance with a statement of new numbers to be substituted therefor, which statement previously shall have been filed with the Bank by the Owner and, if such units are rolling stock, shall promptly be filed and recorded by the Owner with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

Except as above provided, the Owner will not allow the name of any person, association or corporation to be placed on the Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Owner may cause the Equipment to be lettered "Chicago and North Western," or "C.N.W.," or may label the Equipment with the emblem, trademark, or slogan of the Railroad, or may letter the Equipment with the name or initials of any affiliated railroad company which is permitted to use such Equipment as hereinafter provided, or may letter it in some other appropriate manner for convenience of identification of the interest of the Railroad therein.

10. Owner's Indemnities. The Owner agrees to indemnify and save harmless the Bank from and against all losses, damages, injuries, liabilities, claims and damages whatsoever, regardless of the cause thereof, and expenses in connection therewith, including counsel fees, arising out of retention by the Bank of its security interest in the Equipment or out of the use and operation thereof by the Railroad during the period when such security interest remains in the Bank. This covenant

of indemnity shall continue in full force and effect notwithstanding the full payment of the indebtedness hereunder and the termination or release of the Bank's security interest, as provided in Section 1 hereof, or the termination of this Agreement in any manner whatsoever.

11. Assignments. The Owner will not sell, assign, transfer or otherwise dispose of the Equipment or transfer the right to possession of any unit of the Equipment without first obtaining the written consent of the Bank, which shall not be unreasonably withheld. An assignment or transfer to the Railroad or to a railroad company or other purchaser which shall acquire or lease all or substantially all the lines of railroad of the Railroad and which, by execution of an appropriate instrument satisfactory to the Bank, shall assume and agree to perform each and all of the obligations and covenants of the Owner hereunder, or an assignment by the Owner to one of the Railroad's wholly owned subsidiary companies, shall not be deemed a breach of this covenant, provided that the Owner (with binding effect upon successors of the Owner) agrees not to be released as a primary obligor for the payment of principal and interest when due and payable (whether by acceleration or otherwise) on indebtedness outstanding hereunder on the date of any such assignment or transfer.

All or any of the rights, benefits and advantages of the Bank under this Agreement, including the right to receive the payments herein provided to be made by the Owner, may be assigned by the Bank and reassigned by any assignee at any time or from time to time.

Upon any such assignment either the assignor or the assignee shall give written notice to the Owner, together with a counterpart or copy of such assignment, stating the identity and post office address of the assignee, and such assignee shall by virtue of such assignment acquire all of the Bank's right and security interest in and to the Equipment, or in and to a portion thereof, as the case may be, subject only to such reservations as may be contained in such assignment. From and after the receipt by the Owner of the notification of any such assignment, all payments thereafter to be made by the Owner hereunder shall, to the extent so assigned, be made to the assignee at the address of the assignee specified in the aforesaid notice.

In the event of any such transfer or assignment, or successive transfers or assignments by the Bank, of its security interest in the Equipment and of its rights hereunder in respect thereof, the Owner will, whenever requested by such transferee or assignee, change the marking on each side of each unit of the Equipment so as to indicate the title of such transferee or assignee to the Equipment, such marking to bear such words or legend as shall be specified by such transferee

or assignee, subject to requirements of the laws of the jurisdictions in which the Equipment shall be operated relating to such marking for use on equipment covered by security agreements with respect to railroad equipment. The cost of marking with respect to the first assignee of the Bank's rights under this Agreement and with respect to any subsequent assignment will be borne by the assignee.

12. Defaults. In the event that any one or more of the following events of default shall occur and be continuing, to-wit:

(a) The Owner shall fail to pay in full, when due and payable hereunder, any part of the principal sum and interest thereon payable by the Owner as hereinabove provided and such failure shall continue for more than five (5) business days after written notice from the Bank; or

(b) The Owner shall, for more than thirty (30) days after the Bank shall have demanded in writing performance thereof, fail or refuse to comply with any covenant, agreement, term or provision of this Agreement on its part to be kept or performed or to make provision satisfactory to the Bank for such compliance; or

(c) A proceeding in reorganization, bankruptcy or insolvency is instituted by or against the Owner or its property and, unless such proceeding is dismissed within sixty (60) days, stayed or otherwise rendered ineffective, the debtor in reorganization or any trustee or receiver appointed therein fails to adopt and become bound by the terms, provisions and conditions of this Agreement within sixty (60) days after such appointment or designation; or the Owner makes an assignment for the benefit of its creditors; or

(d) The Owner shall make or suffer any unauthorized assignment or transfer of the right of possession of any unit of the Equipment;

then at any time after the occurrence of such an event of default the Bank may, upon written notice to the Owner and upon compliance with any legal requirements then in force and applicable to such action by the Bank, declare the entire unpaid portion of the indebtedness hereunder, together with the interest thereon then accrued and unpaid, immediately due and payable, without further demand, and thereafter the aggregate of the unpaid balance of the indebtedness and accrued and unpaid interest shall bear interest from the date of such declaration at the rate of three-fourths of one per cent (3/4 of 1%) over the higher of the two interest rates payable under and as determined in subparagraph (b) of the first

paragraph of this Agreement, to the extent legally enforceable, and the Bank shall thereupon be entitled to recover judgment for the entire amount so payable, with interest as aforesaid, and to collect such judgment out of any property of the Owner wherever situated.

13. Remedies. If the Owner shall make default as hereinbefore provided, then at any time after the entire indebtedness shall have been declared immediately due and payable as hereinbefore provided and during the continuance of such default, the Bank, 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 the Bank, take or cause to be taken by its agent or agents immediate possession of the Equipment, or any unit thereof, without liability to return to the Owner any sums theretofore paid and free from all claims whatsoever, except as hereinafter in this Section 13 expressly provided, and may remove the same from possession and use of the Owner and for such purpose may enter upon the premises where the Equipment may be located and may use and employ in connection with such removal any supplies, services and aids and any available trackage and other facilities or means of the Owner, with or without process of law.

In case the Bank shall rightfully demand possession of the Equipment in pursuance of this Agreement and shall reasonably designate a point or points upon the lines of the Railroad for the delivery of the Equipment to the Bank, the Owner shall, at its own expense, forthwith and in the usual manner, cause the Equipment to be moved to such point or points as shall be designated by the Bank and shall there deliver the Equipment or cause it to be delivered to the Bank; and, at the option of the Bank, the Bank may keep the Equipment on any of the lines of railroad or premises of the Railroad until the Bank shall have leased, sold or otherwise disposed of the same, and for such purpose the Owner agrees to furnish, without charge to the Bank for rent or storage, the necessary facilities at any point or points selected by the Bank reasonably convenient to the Railroad. This agreement to deliver the Equipment and to furnish facilities for its storage as hereinbefore provided is of the essence of the agreement between the parties, and, upon application to any court of equity having jurisdiction in the premises, the Bank shall be entitled to a decree against the Owner requiring specific performance hereof.

If the Owner shall make default as hereinbefore provided, then at any time thereafter during the continuance of such default and after the entire indebtedness shall have been declared immediately due and payable as hereinbefore provided, the Bank (after retaking possession of the Equipment as hereinbefore in this Section 13 provided) may at its election, to the extent not prohibited by any mandatory requirements of law then

in force and applicable thereto, retain the Equipment as its own and make such disposition thereof as the Bank shall deem fit (including, if the Bank so elects, the leasing of the Equipment on such terms as it shall deem fit), and in such event all the Owner's rights in the Equipment will thereupon terminate; provided, however, that, if the Owner, within twenty (20) days of receipt of notice of the Bank's election to retain the Equipment for its own use, as hereinafter provided, shall pay or cause to be paid to the Bank the total unpaid balance of the indebtedness hereunder, together with interest thereon accrued and unpaid and all other payments due by the Owner under this Agreement, and under all the Related Agreements (as defined in Section 1 hereof), then in such event absolute right to the possession of such Equipment shall pass to and vest in the Owner, and the Bank's security interest in the Equipment and its rights hereunder shall terminate; or the Bank, with or without retaking possession thereof, may at its election sell the Equipment, or any unit thereof, free from any and all claims of the Owner, or of any other party claiming by, through or under the Owner, at law or in equity, at public or private sale and with or without advertisement as the Bank 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 the attorney's fees and any other expenses incurred by the Bank in taking possession of, removing, storing and selling the Equipment, shall be credited on the amount due to the Bank under the provisions of this Agreement and any Related Agreement. Written notice of the Bank's election to retain the Equipment for its own use may be given to the Owner by telegram or registered mail addressed to the Owner as provided in Section 18 hereof, at any time during a period of thirty (30) days after the entire indebtedness shall have been declared immediately due and payable as hereinbefore provided; and if no such notice shall have been given, the Bank shall be deemed to have elected to sell the Equipment in accordance with the provisions of this Section 13.

To the extent permitted by any mandatory requirements of law then in force and applicable thereto, any sale hereunder may be held or conducted at such place or places and at such time or times as the Bank 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 the Bank may determine in compliance with any such requirements of law, provided that the Owner shall be given written notice of such sale as provided in any such requirements, but in any event not less than ten (10) days prior thereto, by telegram or registered mail addressed to the Owner as provided in Section 18 hereof. If such sale shall be a private sale permitted by such requirements, it shall be subject to the right of the Owner to purchase or provide a purchaser, within ten (10) 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, the Bank may itself bid for and become the purchaser of the Equipment, or any unit thereof, so offered for sale without accountability to the Owner (except to the extent of surplus money received as hereinafter provided in this Section 13), and in payment of the purchase price therefor the Bank shall be entitled to the extent not prohibited as aforesaid to have credited on account thereof all sums due to the Bank from the Owner hereunder.

Each and every power and remedy hereby specifically given to the Bank shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time and simultaneously and as often and in such order as may be deemed expedient by the Bank. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Bank in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein.

If, after applying all sums of money realized by the Bank under the remedies herein provided, there shall remain any amount due to it under the provisions of this Agreement, the Owner shall pay the amount of such deficiency to the Bank upon demand, and, if the Owner shall fail to pay such deficiency, the Bank may bring suit therefor and shall be entitled to recover judgment therefor against the Owner. If, after applying as aforesaid all sums realized by the Bank, there shall remain a surplus in the possession of the Bank, such surplus shall be paid to the Owner.

The Owner will pay all reasonable expenses, including attorneys' fees, incurred by the Bank in enforcing its remedies under the terms of this Agreement. In the event that the Bank shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Bank may recover reasonable expenses, including attorneys' fees, and the amount thereof shall be included in such judgment.

In the event of assignments of interest hereunder to more than one assignee, each such assignee shall be entitled to exercise all rights of the Bank hereunder in respect of the Equipment assigned to such assignee, irrespective of any action or failure to act on the part of any other assignee.

14. Applicable State Laws. Any provision of this Agreement prohibited by any applicable law of any State, or which by any applicable law of any State would convert this Agreement into any instrument other than a security agreement, shall as to such State be ineffective, without modifying the remaining provisions of this Agreement. Where, however, the conflicting provisions of any applicable State law may be waived, they are hereby waived by the Owner to the full extent permitted by law, to the end that this Agreement shall be deemed to be a security agreement and enforced as such.

15. Extension Not a Waiver. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the Bank shall impair or affect the Bank's right thereafter to exercise the same. Any extension of time for payment hereunder or other indulgence duly granted to the Owner shall not otherwise alter or affect the Bank's rights or the obligations of the Owner hereunder. The Bank's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect the obligations of the Owner or the Bank's rights hereunder with respect to any subsequent payments or default therein.

16. Recording. The Owner will cause this Agreement and any assignments hereof or of any interest herein, and any supplements hereto or thereto to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act; and the Owner 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 the Bank for the purpose of proper protection, to the satisfaction of counsel for the Bank, of its security interest in the Equipment and its rights under this Agreement or for the purpose of carrying out the intention of this Agreement; and the Owner will promptly furnish to the Bank certificates or other evidences of such filing and recording satisfactory to the Bank.

17. Payment of Expenses. The Owner will pay all reasonable costs, charges, and expenses, except the counsel fees of the Bank and of assignees of this Agreement, and including stamp and other taxes, if any, incident to the printing or other duplicating, execution, acknowledgment, delivery, filing, registration or recording of this Agreement, of any instrument supplemental to or amendatory of this Agreement and of any certificate of the payment in full of the indebtedness due hereunder.

18. Notice. Any notice hereunder to the Owner shall be deemed to be properly served if delivered or mailed to the Owner at 400 West Madison Street, Chicago, Illinois 60606, or at such other address as may have been furnished in writing to the Bank by the Owner. Any notice hereunder to the Bank shall

be deemed to be properly served if delivered or mailed to the Bank at 231 South LaSalle Street, Chicago, Illinois 60690, or at such other address as may have been furnished in writing to the Owner by the Bank. Any notice hereunder to any assignee of the Bank or of the Owner shall be deemed to be properly served if delivered or mailed to such assignee at such address as may have been furnished in writing to the Owner or the Bank, as the case may be, by such assignee.

19. Assignment of Lease as Additional Security. To further secure the payment of the full amount of the indebtedness of the Owner hereunder, together with interest thereon, and all other payments as herein provided and for the performance of the Owner's obligations herein contained, the Owner hereby assigns, transfers and sets over unto the Bank, and grants a security interest in, all the Owner's right, title and interest, as lessor under the Lease dated the date hereof between the Owner and the Railroad (hereinafter called the "Lease"), together with all rights, powers and privileges, and all other benefits of the Owner as lessor under the Lease, including, without limitation, except as hereinafter provided, the immediate right to receive and collect all rentals and profits and other sums payable to or receivable by the Owner under or pursuant to the provisions of the Lease, and the right to make all waivers and agreements and to give all notices under the Lease; but excepting and reserving to the Owner, however, all rights of the Owner under the Lease (i) to sue for and receive damages under the Lease for the breach of and to receive payment directly in respect of any covenant representation or warranty of the Railroad which is for the exclusive benefit of the Owner under the Lease, and (ii) in respect of all indemnifications provided in the Lease for the benefit of the Owner, but the reservation to this clause (ii) shall not prevent any suit and recovery by the Bank or its assigns under the Lease in respect of all indemnifications provided in the Lease for the benefit of the Bank and its assigns. In furtherance of the foregoing assignment, the Owner hereby irrevocably authorizes and empowers the Bank, in its own name, or in the name of its nominee, or in the name of the Owner, or as its attorneys, to ask, demand, sue for, collect and receive any and all sums to which the Owner is or may become entitled under the Lease and to enforce compliance by the Railroad with all the terms and provisions of the Lease. The Owner further agrees to notify promptly the Bank of any Event of Default under the Lease of which it has notice. This assignment being made only as security shall not subject the Bank to, or transfer, or pass, or in any way affect or modify, the liability of the Owner under the Lease, it being understood and agreed that notwithstanding this assignment, or any subsequent assignment, all obligations of the Owner to the Railroad, as lessee, under the Lease, shall be and remain enforceable by the Railroad, its successors and assigns, against and only

against the Owner. Further, the Owner covenants and agrees that it will perform all its obligations to be performed under the terms of the Lease, and hereby irrevocably authorizes and empowers the Bank, in its own name, or in the name of its nominee, or in the name of the Owner, as its attorney, on the happening of any failure by the Owner to perform or cause to be performed, any such obligation. The Bank hereby agrees with the Owner that the amount of any such Lease payments which are in excess of any payments of the indebtedness, together with interest thereon, which are due and payable hereunder on or prior to the due date of the payments from time to time made under the Lease shall be released by the Bank to or upon the order of the Owner. Upon the full discharge and satisfaction of the full amount of the indebtedness hereunder and under the Related Agreements, together with interest thereon, and all other payments as herein and therein provided and the performance of all of the Owner's and the Railroad's obligations herein and therein contained, the assignment made hereby and all rights herein assigned to the Bank shall cease and terminate, and all estate, right, security title and interest of the Owner granted, assigned, transferred or set over pursuant to this Section 19 in and to the Lease shall revert to the Owner.

20. Section Headings. All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

21. Effect and Modification of Agreement. This Agreement exclusively and completely states the rights of the Bank and the Owner with respect to the Owner's indebtedness hereunder and the Equipment and supersedes all other agreements, oral or written, with respect to such indebtedness and Equipment. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of the Bank and the Owner.

22. Execution. This Agreement may be simultaneously 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 for convenience as of the date written below, 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.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by duly authorized

officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the 10th day of March, 1975.

NORTH WESTERN LEASING COMPANY

By _____
Vice President

(SEAL)

ATTEST:

_____
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By _____
Vice President

(SEAL)

ATTEST:

_____
Commercial Banking Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 12th day of March 1975 before me personally appeared J. M. Butler, to me personally known, who being by me duly sworn, says that he is a Vice President of NORTH WESTERN LEASING COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

(NOTARIAL SEAL)

Notary Public

My Commission expires:
January 21, 1978

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 13th day of March 1975 before me personally appeared PETER D. HORNE, to me personally known, who being by me duly sworn, says that he is a Vice President of the CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

(NOTARIAL SEAL)

Notary Public

My Commission expires:
9-22-78

SCHEDULE A

SECURITY AGREEMENT
Dated as of
March 10, 1975
Between
NORTH WESTERN LEASING COMPANY
and
CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

Quantity	Description	Railroad System No.	Purchase Price
219	Rebuilt Box Cars	CNW 182	$ 6,592.39
		CNW 258	6,988.84
		CNW 366	7,153.97
		CNW 442	7,120.89
		CNW 583	7,087.95
		CNW 1444	5,822.15
		CNW 1524	5,961.58
		CNW 1525	5,848.47
		CNW 1526	5,916.21
		CNW 1541	5,769.27
		CNW 1627	6,035.16
		CNW 3034	6,914.07
		CNW 3067	6,804.29
		CNW 3078	6,600.53
		CNW 3096	6,914.06
		CNW 3115	6,600.53
		CNW 3147	6,600.53
		CNW 3165	6,600.53
		CNW 3206	6,571.98
		CNW 4579	8,080.34
		CNW 4596	7,100.41
		CNW 4709	7,160.66
		CNW 4731	7,160.66
		CNW 4782	7,190.84
		CNW 6521	6,764.29
		CNW 6969	6,491.25
		CNW 7130	5,296.82
		CNW 7159	6,600.01
		CNW 7308	5,324.97
		CNW 7468	5,403.85
		CNW 7647	6,491.25
		CNW 7688	5,265.01
		CNW 7700	5,353.26
		CNW 7816	5,403.85
		CNW 7864	5,240.25
		CNW 7865	6,572.88
		CNW 7866	5,324.98
		CNW 7899	6,572.88
		CNW 8076	5,353.26

Quantity	Description	Railroad System No.	Purchase Price
	Rebuilt Box Cars (Continued)	CNW 8152	5,324.97
		CNW 8250	5,403.85
		CNW 8284	5,381.55
		CNW 8320	5,831.52
		CNW 8334	5,324.97
		CNW 8394	5,353.26
		CNW 8418	5,324.97
		CNW 8442	5,340.28
		CNW 8558	5,381.55
		CNW 8579	6,918.38
		CNW 8614	5,568.94
		CNW 8785	6,978.20
		CNW 8824	5,349.15
		CNW 8896	5,381.55
		CNW 9052	5,353.26
		CNW 9182	5,353.26
		CNW 9194	5,381.55
		CNW 9222	5,381.55
		CNW 9226	5,381.55
		CNW 9346	5,409.70
		CNW 9388	5,381.55
		CNW 9487	6,946.94
		CNW 9493	7,007.39
		CNW 9556	5,409.70
		CNW 9591	6,918.33
		CNW 9610	5,397.02
		CNW 9698	5,296.82
		CNW 9742	5,324.97
		CNW 9956	5,409.70
		CNW 10150	5,409.70
		CNW 17304	4,565.81
		CNW 17359	3,414.36
		CNW 17388	3,661.78
		CNW 17395	3,832.71
		CNW 17397	5,004.00
		CNW 22422	6,125.31
		CNW 23010	6,944.16
		CNW 23065	7,027.98
		CNW 23103	7,055.97
		CNW 23146	6,944.14
		CNW 23209	6,944.16
		CNW 23217	7,027.98
		CNW 23415	6,944.16
		CNW 23454	6,944.16
		CNW 23522	6,944.16
		CNW 23538	6,944.16
		CNW 23540	7,055.96

Quantity	Description	Railroad System No.	Purchase Price
	Rebuilt Box Cars (Continued)	CNW 23616	6,976.05
		CNW 23709	7,087.92
		CNW 23747	7,059.92
		CNW 23755	6,976.05
		CNW 23760	6,976.05
		CNW 23921	6,976.05
		CNW 24036	7,059.90
		CNW 24136	7,132.18
		CNW 24376	6,670.95
		CNW 24421	7,049.34
		CNW 24437	6,670.95
		CNW 24489	6,758.11
		CNW 24718	6,758.11
		CNW 24777	6,670.95
		CNW 24898	6,695.46
		CNW 25072	6,695.46
		CNW 26717	2,108.43
		CNW 38892	5,431.48
		CNW 38906	5,345.36
		CNW 38908	5,442.18
		CNW 38952	5,365.76
		CNW 38972	4,823.39
		CNW 57584	6,495.75
		CNW 57624	7,367.78
		CNW 57646	7,367.75
		CNW 57722	7,367.75
		CNW 57842	9,219.89
		CNW 67780	9,912.80
		CNW 68320	3,469.03
		CNW 84792	4,727.35
		CNW 84890	5,223.31
		CNW 85016	5,061.58
		CNW 85158	3,421.96
		CNW 85580	5,036.19
		CNW 85600	5,446.09
		CNW 85962	5,071.25
		CNW 86770	3,217.12
		CNW 86870	5,251.51
		CNW 86880	5,676.75
		CNW 87226	5,174.74
		CNW 87406	5,155.79
		CNW 87420	5,269.07
		CNW 87644	5,135.49
		CNW 87872	5,160.61
		CNW 88018	5,122.07
		CNW 88202	5,142.57
		CNW 88346	5,109.12
		CNW 90047	6,541.50

Quantity	Description	Railroad System No.	Purchase Price
	Rebuilt Box Cars (Continued)	CNW 90806	8,655.39
		CNW 90808	8,692.50
		CNW 90809	8,618.11
		CNW 90810	8,580.84
		CNW 90815	8,729.78
		CNW 90819	8,655.39
		CNW 90825	8,618.11
		CNW 90829	8,580.83
		CNW 90834	8,618.10
		CNW 90835	8,655.39
		CNW 90847	8,655.39
		CNW 90857	8,618.11
		CNW 90871	8,767.05
		CNW 90873	8,436.09
		CNW 90874	8,692.50
		CNW 90901	8,488.02
		CNW 90915	8,451.79
		CNW 91001	9,019.76
		CNW 91010	10,973.18
		CNW 91029	10,874.72
		CNW 91039	10,787.76
		CNW 91051	10,536.18
		CNW 91083	7,963.88
		CNW 91116	9,550.45
		CNW 91119	9,468.19
		CNW 91169	9,009.79
		CNW 91172	8,971.33
		CNW 91178	8,932.69
		CNW 105294	2,879.75
		CNW 105312	2,893.82
		CNW 106674	5,115.23
		CNW 107304	5,021.16
		CNW 107308	5,069.58
		CNW 107618	5,150.03
		CNW 107642	4,982.20
		CNW 107824	5,336.18
		CNW 107846	4,954.22
		CNW 108076	5,046.42
		CNW 108260	5,014.05
		CNW 108336	4,998.08
		CNW 108506	4,894.41
		CGW 316	12,330.76
		CGW 319	8,055.97
		CGW 327	12,383.63
		CNW 757	5,742.96
		CGW 911	9,328.59
		CGW 976	9,328.59

Quantity	Description	Railroad System No.	Purchase Price
	Rebuilt Box Cars (Continued)	CNW 1081	5,742.95
		CNW 1178	5,889.58
		CNW 1184	5,742.95
		CNW 1200	6,086.06
		CGW 5011	5,014.05
		CGW 5140	5,014.05
		CGW 5278	5,123.36
		CGW 5301	5,150.60
		CGW 5342	5,150.60
		CGW 5376	5,150.60
		CGW 5386	5,123.36
		CGW 5415	5,123.36
		CGW 5446	5,949.38
		CGW 5586	5,150.60
		CGW 10005	15,096.70
		CGW 10006	15,096.70
		CGW 10012	15,169.82
		CGW 10018	15,096.70
		CGW 10029	15,169.82
		CGW 10031	15,096.70
		CGW 10039	15,096.70
		CGW 10050	15,169.82
		CGW 10057	15,169.82
		CGW 10206	12,336.97
		CGW 10258	12,336.97
		MSTL 4020	5,969.01
		MSTL 4028	5,906.12
		MSTL 4292	5,901.22
		MSTL 4324	5,950.21
		MSTL 4426	5,926.66
		MSTL 4510	5,921.68
		MSTL 4544	5,831.52
		MSTL 4644	5,950.34
		MSTL 4894	5,904.43
		MSTL 5050	5,931.44
		MSTL 5124	5,992.58
		MSTL 5276	5,921.43
		MSTL 5360	5,989.78
57	Rebuilt Gondolas	CNW 75715	4,598.11
		CNW 92973	4,695.60
		CNW 95003	8,818.76
		CNW 95021	8,951.18
		CNW 95049	8,823.99
		CNW 95058	8,818.46
		CNW 95068	8,818.46
		CNW 95106	8,973.88
		CNW 95119	8,853.63
		CNW 95124	8,853.63
		CNW 95149	8,853.63

Quantity	Description	Railroad System No.	Purchase Price
	Rebuilt Gondolas (Continued)	CGW 1010	5,272.61
		CGW 1025	5,272.61
		CGW 1044	5,272.61
		CGW 1049	4,958.34
		CGW 1052	5,272.61
		CGW 1061	5,272.61
		CGW 1063	5,272.61
		CGW 1066	5,272.61
		CGW 1067	5,272.61
		CGW 1076	5,272.61
		CGW 1081	5,565.90
		CGW 1085	5,272.61
		CGW 1087	5,272.61
		CGW 1094	5,565.90
		CGW 1098	5,272.61
		CGW 1108	4,958.34
		CGW 1128	4,958.34
		CGW 1140	4,958.34
		CGW 1146	4,958.34
		CGW 1147	4,958.34
		CGW 1164	4,958.34
		CGW 1169	4,958.34
		CGW 1171	4,958.34
		CGW 1184	4,958.34
		CGW 1189	4,958.34
		CGW 1203	4,958.34
		CGW 1208	5,647.13
		CGW 1225	4,958.34
		CGW 1240	4,958.34
		CGW 1259	4,958.34
		CGW 1264	4,958.34
		CGW 1268	4,958.34
		CGW 1271	4,958.34
		CGW 1277	4,958.34
		CGW 1284	4,958.34
		CGW 1285	4,958.34
		CGW 1300	4,958.34
		CGW 1301	4,958.34
		CGW 1303	4,958.34
		CGW 1304	4,958.34
		CGW 1307	4,958.34
		CGW 1308	4,958.34
		CGW 1309	4,958.34
		CGW 1360	14,487.90
		CGW 1401	4,958.34
		CGW 1402	4,958.34

Quantity	Description	Railroad System No.	Purchase Price
7	Rebuilt Hopper Cars	CGW 6004	7,642.35
		CGW 6040	7,642.35
		MSTL 66527	7,192.55
		MSTL 66537	7,225.59
		MSTL 66721	7,192.55
		MSTL 66769	7,170.03
		MSTL 66917	7,192.55
283			$1,875,014.32

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY hereby acknowledges due notice of the assignment made by NORTH WESTERN LEASING COMPANY pursuant to Section 19 of the foregoing Security Agreement.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By _____
Vice President