

CERTIFICATE OF TRUE COPIES

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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK    )

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INTERSTATE COMMERCE COMMISSION

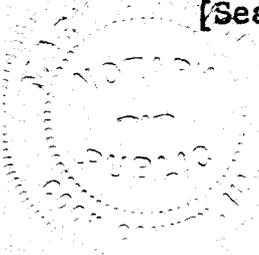
The undersigned, a notary public in and for the County and State set forth above, hereby certifies that she has compared the attached copy of that certain Security Agreement (Chattel Mortgage and Assignment of Rents) dated as of July 1, 1973 by and between Transportation Corporation of America and Continental Illinois National Bank and Trust Company of Chicago with an original copy of said Security Agreement and that it is a true and correct copy in all respects.

In witness whereof, the undersigned has hereunto set her hand and seal this 19th day of November, 1973.

Mary Jo Rice  
Notary Public

My commission expires: My Commission Expires March 7th, 1977

[Seal]



CONFIRMED COPY

## SECURITY AGREEMENT

(Chattel Mortgage and Assignment of Rents)

THIS SECURITY AGREEMENT (hereinafter sometimes called "this Agreement") dated as of July 1, 1973 between TRANSPORTATION CORPORATION OF AMERICA, an Illinois corporation (hereinafter called "Company"), having its office at 26th and State Streets, Chicago Heights, Illinois 60411, and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (hereinafter called "Bank"), having its office at 231 South LaSalle Street, Chicago, Illinois 60693,

### W I T N E S S E T H :

WHEREAS, a certain Financing Agreement dated as of July 1, 1973 (which Agreement, together with any amendments which may be thereafter made thereto, is hereinafter called the "Financing Agreement"), between Bank and Company, is being executed and delivered contemporaneously with the execution and delivery of this Agreement, and provides, among other things, for certain loans thereunder by Bank to Company to be evidenced by promissory notes of Company; and

WHEREAS, under the terms of the Financing Agreement, Company has agreed to perform certain obligations; and

WHEREAS, Company has duly authorized the execution and delivery of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS. When used herein the following terms shall have the following meanings:

The term "Collateral" shall mean all property and rights in which a security interest is granted hereunder.

The term "Equipment" shall mean the railroad cars owned by Company and described on Schedule I hereto or described in Security Agreement Supplements from time to time executed and delivered by Company to Bank pursuant hereto, together with all accessories, equipment, parts and appurtenances appertaining or

attached to any of such Equipment, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of, and additions, improvements, accessories and accumulations to, any and all of such Equipment.

The term "Leases" shall mean the Leases described on Schedule II hereto or described in Security Agreement Supplements from time to time executed and delivered by Company to Bank pursuant hereto.

The term "Liabilities" shall mean all obligations of Company under the Financing Agreement and under each Note and each other instrument (including, without limitation, this Agreement) executed by it pursuant to the Financing Agreement, and all other obligations of Company to Bank, its successors and assigns, however created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due.

The term "Note" shall mean any promissory note of Company evidencing any loan made by Bank under the Financing Agreement.

The term "Rental" shall mean all sums due and to become due Company under the terms of any Lease or other chattel paper covering any Equipment and shall also mean all accounts receivable arising out of the lease or sale of Equipment.

The term "Default Event" shall mean the occurrence of any of the following events: (a) default by Company in the due performance or observance of any agreement on its part hereunder and continuance of such default for a period of 30 days after notice thereof by Bank to Company, or (b) any Event of Default, as that term is defined in the Financing Agreement.

2. GRANT OF SECURITY INTEREST. As security for payment of all Liabilities, Company hereby mortgages, transfers and assigns to Bank, and grants to Bank a continuing security interest in and to, the following: all right, title and interest whatsoever of Company in and to the Equipment; the Leases and all other chattel paper and all accounts receivable, whether now or hereafter existing or acquired, arising from the lease by Company, as lessor, of or the sale by Company of the Equipment; all Rental due or to become due in respect of any Equipment; all other property of Company the possession of which may at anytime now or hereafter be delivered to or for the account of Bank as security for the payment of the Liabilities; and all proceeds of any of the foregoing. The lien and security interest granted to Bank hereunder with respect to any Equipment is hereby expressly declared to be, and shall be, subordinate and subject to the related Lease.

3. AGREEMENTS OF COMPANY RESPECTING EQUIPMENT AND LEASES. Company will at all times cause all Equipment and every part thereof to be maintained in accordance with the rules and

regulations of the American Association of Railroads and will, within 45 days after knowledge by an officer or responsible employee of Company of the occurrence thereof, furnish or cause to be furnished to Bank a statement respecting any loss or damage to any of the Equipment which has not been corrected within 30 days after such knowledge.

Company will observe and perform all of its obligations under each Lease.

Company shall plainly and permanently stencil a legend on each unit of Equipment in letters not less than one (1) inch in height indicating Bank's interest therein, as follows:

"CONTINENTAL ILLINOIS NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO, MORTGAGEE."

Company further agrees to cause its Lessees to replace immediately any such stencilling which becomes illegible, wholly or in part.

Company will maintain, or cause to be maintained, insurance on the Equipment to such extent and against such hazards and liabilities as is commonly maintained by companies similarly situated. Any such insurance shall be maintained with a responsible insurance company or companies, and shall insure, among others, Bank, its successors and assigns as their interest may appear and any policy of such insurance obtained by Company shall provide that (a) Bank, its successors and assigns, shall not be responsible for any representation or warranty of Company, (b) at least 10 days' prior notice shall be given to Bank of the expiration, termination, alteration or cancellation of such policy, and (c) Bank will be promptly notified in the event any premium shall not be paid when due or if such policy shall not be renewed at the expiration thereof. Upon request of Bank, Company will deliver to Bank policies of or certificates evidencing any such insurance.

Except for any Lease thereof or otherwise as permitted by the Financing Agreement or with the prior written consent of Bank, Company will not sell, loan, pledge, mortgage, assign or otherwise dispose of, or create or suffer to be created any levies liens or encumbrances on, any of the Equipment or any interest therein or Lease thereof or any of the Rental, and will from time to time cause to be paid all liens, taxes, assessments and governmental charges lawfully levied, assessed or imposed upon any of the Equipment or any interest therein or Lease thereof or of any of the Rental; provided, however, that (a) nothing herein contained shall be deemed to require any lien, tax, assessment, charge, claim or demand to be paid or discharged prior to the due date thereof, or so long as the validity thereof is being contested by Company in good faith by appropriate proceedings, if Company shall have set aside on its books adequate reserves with respect thereto and shall cause the same to be paid prior to the foreclosure of any lien which may have attached as security therefor and (b) Equipment may be sold by Company to the lessee under the Lease of such Equipment pursuant to any purchase option which shall have been approved in writing by Bank, under such Lease or, if such Equipment is not then subject to a Lease, unless Bank shall at any time otherwise direct, to any person at a price sufficient (together with Rental theretofore paid with respect to such Equipment) to effect recovery to Company of at least all of its costs with respect to such Equipment and the financing thereof.

Company will give Bank notice of any attachment or judicial process affecting any of the Equipment or Rental as soon as Company has knowledge thereof.

Bank shall have at all times the right, subject, however, to the terms of any applicable Lease, to enter into and upon any premises where any of the Equipment is located for the purposes of inspecting the same, observing its use or otherwise protecting Bank's interest therein.

4. PAYMENT OF RENTAL, ETC.; CASH COLLATERAL ACCOUNT. Until such time as Bank shall notify Company of the revocation of such power and authority, Company will, at its own expense, endeavor to obtain payment, when due and payable, of all Rental, including the taking of such action with respect thereto as Bank may reasonably request or, in the absence of such request, as Company may deem advisable; provided, however, Company shall not, without prior written consent of Bank, grant or agree to any rebate, refund or adjustment with respect to such Rental. Bank however may, at any time, whether before or after revocation of such power and authority, enforce collection of any of the Rental, by suit or otherwise, and compromise or extend or renew for any period all or any portion thereof. Upon the occurrence of an Event of Default under the Financing Agreement (or an event which might mature into an Event of Default thereunder), Bank may, and upon request of Bank, Company shall, notify and direct any lessee or other obligor on any Collateral to make payment to Bank, or to Company in care of Bank, at such address as Bank may designate, of all Rental payable under such Lease. Company will reimburse Bank for all expenses, including (without limitation) reasonable attorneys' fees and legal expenses, incurred by Bank in seeking to collect any Rental or enforce any rights under any Lease.

Upon the occurrence of an Event of Default under the Financing Agreement (or an event which might mature into an Event of Default thereunder), Company will upon request of Bank forthwith from time to time thereafter upon receipt, transmit and deliver to Bank, in the form received, all cash, checks, drafts and other instruments for the payment of money (properly endorsed, where required, so that such items may be collected by Bank) which may be received by Company at any time as payment on account of any Rental and as proceeds of any Collateral (including, without limitation, proceeds of any sale of any Equipment), and until delivery to Bank, such items will not be commingled by Company with any of its other funds or property, but will be held separate and apart from such other funds and property and upon trust for Bank.

Bank may endorse the name of Company on any check, draft or other instrument for the payment of money received by Bank on account of any Rental or Equipment, or otherwise as proceeds of any Collateral, if it believes such endorsement is necessary or desirable for purposes of collection.

Company will indemnify and save harmless Bank from and against all liabilities and expenses on account of any adverse claim asserted against Bank to any Rental or other moneys received by Bank from the lessee under any Lease, and such obligation of Company shall continue in effect after and notwithstanding the termination of the Financing Agreement, the discharge of the Liabilities and the release hereof.

All Rental received by Bank pursuant to the provisions hereof, all insurance proceeds received by Bank on account of any loss, damage or destruction to Equipment and all other amounts received by Bank pursuant to this Agreement shall be deposited by Bank in one or more special deposit accounts maintained by Bank, titled in such manner as to appropriately identify the nature of such accounts, and such accounts collectively shall be the Cash Collateral Account of Company for the purposes of the Financing Agreement. Nothing contained herein shall preclude the deposit of any other amounts in such Account. Moneys in such Account shall be applied as provided in the Financing Agreement.

5. SECURITY AGREEMENT SUPPLEMENTS. Whenever Company shall hereafter acquire additional Equipment for lease under a Lease and propose to finance such Equipment and Lease under the Financing Agreement, Company shall forthwith execute and deliver to Bank a Security Agreement Supplement dated the date of such Equipment acquisition and Lease (a "Security Agreement Supplement") with respect to such Equipment and Lease substantially in the form of Appendix 1 to this Agreement, with appropriate insertions.

6. DEFAULT. Whenever a Default Event shall be existing, Bank may exercise any one or more or all, and in any order, of the remedies, hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies; but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

(a) Bank may, by notice in writing to the Company, declare the entire unpaid balance of each Note to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued interest thereon, shall be and become immediately due and payable;

(b) Subject always to then existing rights, if any, of a Lessee under a Lease, the Bank, personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Equipment, or any portion thereof, and for that purpose may pursue the same

wherever it may be found, and may enter any of the premises, of Company, with or without notice, demand, process of law or legal procedure, and search for, take possession of, remove, keep and store the same, or use and operate the same until sold; it being understood, without limiting the foregoing, that Bank may, and is hereby given the right and authority to, keep and store said Equipment, or any part thereof, on the premises of Company, and that Bank shall not thereby be deemed to have surrendered, or to have failed to take, possession of such Equipment;

(c) Subject always to then existing rights, if any, of a Lessee under a Lease, Bank may, if at the time such action may be lawful and always subject to compliance with any mandatory legal requirements, either with or without taking possession and either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to Company once at least 10 days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of said Equipment, or any part thereof, at public auction or private sale to the highest bidder, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as Bank may determine, and at any place (whether or not it be the location of the Equipment or any part thereof) designated in the notice above referred to. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, without further published notice; and Bank or the holder or holders of any Note, or of any interest therein, may bid and become the purchaser at any such sale;

(d) Bank may proceed to protect and enforce this Agreement and any Note by suit or suits or proceedings in equity, at law or in pending bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Equipment or any part thereof, or for the recovery of judgment for the indebtedness hereby secured, or for the enforcement of any other proper legal or equitable remedy available under applicable law;

(e) Bank may proceed to exercise in respect of a Lease and the Equipment covered thereby and the duties, obligations and liabilities of the

Lessee thereunder, all rights, privileges and remedies in said Lease or by applicable law permitted or provided to be exercised by Company, and may exercise all such rights and remedies either in the name of Bank or in the name of Company for the use and benefit of Bank; or

(f) Bank may sell the Rentals reserved under a Lease, and all right, title and interest of Bank as assignee thereof, at public auction to the highest bidder and either for cash or on credit, Bank to give Company 10 days' prior written notice of the time and place of holding any such sale, and provided always that the Bank shall also comply with any applicable mandatory legal requirements in connection with such sale.

Any sale or sales pursuant to the provisions hereby or pursuant to any legal proceedings, shall operate to divest Company of all right, title, interest, claim and demand whatsoever, either at law or in equity, of, in and to the Equipment so sold, and shall be free and clear of any and all rights of redemption by, through or under the Company, Company hereby covenanting and agreeing that it will not at any time insist upon or plead, or take the benefit or advantage of or from, any law now or hereafter in force providing for a valuation of appraisement of the Equipment prior to any sale or sales thereof or providing for any right to redeem the Equipment or any part thereof. The receipt by Bank, or by any person authorized under any judicial proceeding to make any such sale, shall be a sufficient discharge to any purchaser of the Equipment, or of any part thereof, sold as aforesaid; and no such purchaser shall be bound to see to the application of such purchase money, or be bound to inquire as to the authorization, necessity or propriety of any such sale. In the event at any such sale the holder or holders of any Note is or are the successful purchaser or purchasers, such holder or holders of said Note shall be entitled, for the purposes of making settlement or payment, to use and apply said Note by crediting thereon the amount apportionable and applicable thereto out of the net proceeds of such sale.

Any notification required by law of intended disposition by Bank of any of the Collateral shall be deemed reasonably and properly given if given at least 10 days before such disposition. Any proceeds of any disposition by Bank of any of the Collateral may be applied by Bank to the payment of expenses in connection with the Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance of such proceeds shall be deposited in the Cash Collateral Account of Company, hereinbefore provided for, and shall be applied as provided provided in the Financing Agreement, and Company shall continue obligated for all Liabilities remaining unpaid after such application.

7. PERFORMANCE BY BANK OF OBLIGATIONS OF COMPANY. Bank may from time to time, at its option, perform any obligation to be

performed by Company hereunder or under the Financing Agreement or any other instrument executed pursuant thereto which Company shall fail to perform and take any other action which Bank deems necessary for the maintenance or preservation of any of the Collateral or its security interest in the Collateral. All moneys advanced by Bank in connection with the foregoing, together with interest at the rate of 10% per annum (or such lower maximum rate as shall be legal under applicable law), shall be repaid by Company to Bank, upon the latter's demand, and shall be secured hereby prior to any other indebtedness or obligation secured hereby, but the making of any such advance by Bank shall not relieve Company of any default hereunder.

8. MISCELLANEOUS. Bank does not assume any obligation or liability to any lessee under any Lease, and any such assumption is hereby expressly disclaimed; provided, however, that the interest of Bank hereunder is, to the extent hereinabove provided, subordinated and subject to any Lease.

Bank shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as Company requests in writing, but failure of Bank to comply with any such request shall not in itself be deemed a failure to exercise reasonable care, and no failure of Bank to preserve or protect any rights with respect to any Collateral against prior parties or to do any act with respect to the preservation of any Collateral not so requested by Company, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

Any payment to be made by Bank to Company in connection herewith shall be made by crediting such amount to a general deposit account maintained by Company with Bank, unless Company otherwise directs.

Any notice or other communication hereunder to either party shall be in writing and delivered or mailed to it at its address as set forth above with a carbon copy, in the case of Company, to Carroll, Connelly, Hartigan & Hillery, One North LaSalle Street, Chicago, Illinois 60693; provided that either party may by notice to the other designate a changed address for such party. Any such notice, if mailed properly addressed, shall be deemed given on the first banking business day of Bank after mailing in Illinois, postage prepaid, registered or certified mail.

No failure or delay on the part of Bank in the exercise of any right or remedy hereunder or under any other instrument or otherwise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid

under applicable law, but if, for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or cases in any particular jurisdiction or jurisdictions or in all jurisdictions or in all cases, such circumstance shall not have the effect of rendering such provision inoperative, unenforceable or invalid in any other jurisdiction or in any other case or of rendering any of the provisions of this Agreement inoperative, unenforceable or invalid.

This Agreement shall be a contract made under and governed by the laws of the State of Illinois.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and, without limiting the foregoing, all rights and powers hereunder or with respect hereto of Bank, or any agent or representative of Bank, may be exercised by any successor or assignee of Bank or any agent or representative of such successor or assignee.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute but one and the same instrument.

Company shall cause this Agreement (and each Security Agreement Supplement executed and delivered by Company from time to time hereunder) to be filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

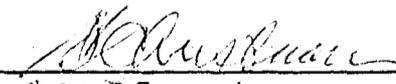
TRANSPORTATION CORPORATION OF  
AMERICA

By 

Its PRESIDENT

[Corporate Seal]

ATTEST:

  
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO

By   
Vice President

ATTEST:

  
Its Operations Officer

[Corporate Seal]

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

On this 5<sup>TH</sup> day of November, 1973, before me personally appeared R. L. Dugross and S. D. Christian to me personally known, who being by me duly sworn, say that they are, respectively, the President and Assistant Secretary of TRANSPORTATION CORPORATION OF AMERICA, an Illinois corporation, 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Donald L. Lerner  
Notary Public

(NOTARIAL SEAL)

My Commission expires MY COMMISSION EXPIRES JANUARY 7, 1977, 1977.

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

On this 10<sup>th</sup> day of November, 1973, before me personally appeared John W. Foster and W. J. Hadstrom to me personally known, who being by me duly sworn, say that they are, respectively, the Vice President and Operations Officer of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ruth A. Hinrichs  
Notary Public

(NOTARIAL SEAL)

My Commission expires August 13, 1974.

SCHEDULE I TO SECURITY AGREEMENT  
DESCRIPTION OF RAILROAD CARS OWNED BY COMPANY AT SEPTEMBER 30, 1973

<u>TYPE CARS</u>	<u>SPECIFICATIONS</u>	<u>NO. OF CARS</u>	<u>LESSEE'S CAR NUMBERS (both inclusive)</u>	<u>UNIT BASE VALUE</u>	<u>TOTAL VALUE</u>	<u>DATE PUT INTO SERVICE</u>	<u>IC FILING NUMBER</u>
Thrall-Door	70-Ton	40	BENX 100 - 139	25 @ 25,100 15 @ 25,000	627,500 375,000	June 1972 Jan. 1973	6727
Thrall-Door	70-Ton	5	HTCX 309 - 313	25,500	127,500	Mar. 1973	6966
Thrall-Door	70-Ton	5	HTCX 300,301,303, 304 & 305	23,000	115,000	May 1971	6152
Thrall-Door	100-Ton	55	MD&W 3000 - 3054	28,000	1,540,000	Mar. 1971	6292
Thrall-Door	70-Ton	33	AD&N 4600 - 4631 AD&N 4700	31 @ 26,440 2 @ 26,540	819,640 53,080	Jan. 1973 (25) Apr. 1973 (2) June 1972 (5) June 1973 (1)	6724
Thrall-Door	100-Ton	25	NAP 1000 - 1024	26,440	661,000	Aug. 1972	6726
Thrall-Door	70-Ton	3	HTCX 306 - 308	25,100	75,300	Dec. 1972	6756
Thrall-Door	70-Ton	22	ITC 7800 - 7821	25,500	561,000	Feb. 1973	6725
Thrall-Door	70-Ton	15	D&NE 100 - 114	25,100	376,500	Jan. 1973	6881
Thrall-Door	70-Ton	3	HTCX 316 - 318	25,100	75,300	Apr. 1973	6967
Thrall-Door	70-Ton	15	HTCX 319 - 333	25,100	376,500	Apr. 1973	6976
AAR-LO Covered Hopper	25-5750 CF 15-5400 CF 25-5800 CF 10-5400 CF	75	HTCX 5801 - 5825 HTCX 5870 - 5884 HTCX 5826 - 5850 HTCX 5851 - 5860	25 @ 22,666 15 @ 22,036 25 @ 23,055 10 @ 23,275	566,650 330,540 576,375 232,750	Apr. 1970 (25) Dec. 1970 (15) Dec. 1971 (25) Oct. 1972 (10)	5646

## SCHEDULE I TO SECURITY AGREEMENT

<u>TYPE CARS</u>	<u>SPECIFICATIONS</u>	<u>NO. OF CARS</u>	<u>LESSEE'S CAR NUMBERS (both inclusive)</u>	<u>UNIT BASE VALUE</u>	<u>TOTAL VALUE</u>	<u>DATE PUT INTO SERVICE</u>	<u>IC FILING NUMBER</u>
GTS Gondola	100-Ton	42	HTCX 2100 - 2141	21,200	890,400	Jan.&Feb.1972	6468
Center Beam Bulkhead	100-Ton	9	BN 624071 - 624078 and BN 623114	16,136	145,224	1968	6153
Bulkhead Flat	100-Ton	100	MKT 13100 - 13199	14,895	1,489,500	1968	4947
Bulkhead Flat	70-Ton	30	AD&N 500 - 529	19,100	573,000	Aug. 1973	6724
Center Beam Bulkhead	70-Ton	1	AD&N 660	16,136	16,136	Sept. 1973	6724
Bulkhead Flat	70-Ton	20	CLC 1001 - 1020	19,050	381,000	Dec. 1972	6723
Bulkhead Flat	70-Ton	6	MN&S 752 - 757	22,240	133,440	Sept. 1973	7163

SDC:dk

SCHEDULE II TO SECURITY AGREEMENT  
DESCRIPTION OF LEASES AT SEPTEMBER 30, 1973

LESSEE	DATE OF LEASE	EXPIRATION DATE OF LEASE	TYPE OF LEASE		CAR NUMBERS (both inclusive)	NO. OF CARS	RENT PER CAR PER MONTH	COMPANY LEASE NO.	COMPANY RIDER NO.	IC FILING NUMBER & DATE
			O-Operating	F-Financing						
Ashland Chemical Co.	2/18/70	3/31/85	O		HTCX 5801 - 5825	25	281.50	1969-10-6	10-6-69	5646 - 3/25/70
		12/31/85	O		HTCX 5870 - 5884	15	275.00	"	12/17/70	5646A- 1/11/71
		12/31/86	O		HTCX 5826 - 5850	25	281.50	"	11/1/71	5646B- 11/15/71
		12/31/87	O		HTCX 5851 - 5860	10	275.00	"	1087201	5646C- 10/30/72
Ashley, Drew & Northern Railroad	5/19/72	1977	O		AD&N 4600 - 4604	5	312.00	10472	1047201	6724 - 6/21/72
		1978	O		AD&N 4605 - 4629	25	315.00	"	1047202	6724A- 11/21/72
		1978	O		AD&N 4630 - 4631	2	315.00	"	1047203	6724B- 3/12/73
		1978	O		AD&N 500 - 509	10	214.00	"	1047205	6724E- 5/25/73
		1978	O		AD&N 4700	1	290.00	"	1047206	6724C- 6/4/73
		1978	O		AD&N 510 - 529	20	214.00	"	1047207	6724F- 8/20/73
		1978	O		AD&N 660	1	240.00	"	1047208	6724G- 9/28/73
Bennett Lumber Products, Inc.	5/5/72	1987	F		BENX 100 - 114	15	220.00	10372	1037201	6727B- 2/22/73
		1988	F		BENX 115 - 129	15	220.00	"	1037202	6727D- 3/2/73
		1988	F		BENX 130 - 139	10	220.00	"	1037203	6727C- 2/22/73
Burlington Northern	12/12/70	1977	O		BN 624071 - 624078 and BN 623114	9	240.00	N/A	5/30/72	6153A- 6/29/72
Columbia Cowlitz Railway Co.	6/23/72	1977	O		CLC 1001 - 1020	20	210.00	10672	6/23/72	6723 - 7/12/72
Delson Lumber Co., Inc.	3/19/73	1978	O		HTCX 319 - 333	15	305.00	11473	1147301	6976 - 3/28/73
Duluth & Northeastern Railroad Co.	11/30/72	1978	O		D&NE 100 - 114	15	305.00	10173	1017301	6881 - 1/29/73
Georgia Pacific Corp.	8/11/72	1977	O		NAP 1000 - 1024	25	315.00	10972	1097201	6726B- 3/16/73
Idaho Forest Ind.	3/7/73	1988	O		HTCX 309 - 313	5	285.00	11073	1107301	6966A- 3/22/73

Page -2-  
 SCHEDULE II TO SECURITY AGREEMENT

<u>LESSEE</u>	<u>DATE OF LEASE</u>	<u>EXPIRATION DATE OF LEASE</u>	<u>TYPE OF LEASE</u> O-OPERATING F-FINANCING	<u>CAR NUMBERS</u> (both inclusive)	<u>NO. OF CARS</u>	<u>RENT PER CAR PER MONTH</u>	<u>COMPANY LEASE NO.</u>	<u>COMPANY RIDER NO.</u>	<u>IC FILING NUMBER &amp; DATE</u>
Illinois Terminal Railroad Co.	6/29/72	1976	O	ITC 7800 - 7821	22	178.00+ mileage	721	N/A	6725 - 8/29/72
Minn.Dakota&Western Railway Co.	3/3/71	Annual	O	MD&W 3000 - 3054	55	290.00	N/A	N/A	6292 - 8/27/71
Missouri-Kansas-Texas Railroad Co.	5/1/68	1983	F	MKT 13100 - 13199	100	125.65	N/A	N/A	4947 - 7/12/68
Plum Creek Lumber Co.	6/16/72	1977	O	HTCX 306,307 & 308	3	300.00	10572	1057201	6756 - 7/28/72
St. Regis Paper Co.	6/7/72	1987	O	HTCX 2100 - 2141	42	233.00	N/A	N/A	6468 - 1/14/72
Spokane Moulding Corp.	3/14/73	1978	O	HTCX 316 - 318	3	305.00	11373	1137301	6967A- 3/22/73
Weyerhaeuser Co.	10/22/70	1973	O	HTCX 300,301,303, 304 and 305	5	269.50	N/A	N/A	6152 - 5/14/71
Minneapolis, Northfield and Southern Railway	9/17/73	1988	O	MN&S 752 - 757	6	204.00	11873	1187301	7163 - 9/24/73

SDC:dk

SECURITY AGREEMENT SUPPLEMENT  
NO. \_\_\_\_\_

Security Agreement Supplement ("this Supplement") dated as of \_\_\_\_\_, 197\_ from TRANSPORTATION CORPORATION OF AMERICA, an Illinois corporation ("Company"), having its office at 26th and State Streets, Chicago Heights, Illinois 60411, to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Bank"), having its office at 231 South LaSalle Street, Chicago, Illinois 60693.

W I T N E S S E T H:

Company and Bank have executed and delivered a certain Security Agreement (Chattel Mortgage and Security Agreement) dated as of July 1, 1973 (which agreement, together with any amendments which have been made thereto, is hereinafter called the "Security Agreement") as security for certain loans made by Bank to Company under that certain Financing Agreement (and, if amended, all amendments thereto) dated as of July 1, 1973 (the "Credit Agreement") between Company and Bank.

The Security Agreement was filed and recorded with the Interstate Commerce Commission under Section 20c of the Interstate Commerce Act on \_\_\_\_\_, 1973 as Document No. \_\_\_\_\_. The following Security Agreement Supplement(s) (substantially in the form of this Supplement) were filed and recorded with the Interstate Commerce Commission as follows:\*/

<u>Supplement</u> <u>No.</u>	<u>Date of</u> <u>Supplement</u>	<u>Date of</u> <u>ICC Filing</u>	<u>ICC</u> <u>Filing Number</u>
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Company has assigned and granted to Bank under the Security Agreement a security interest in and to (i) certain equipment therein described, including the equipment described in Schedule I annexed hereto (the "Supplement Equipment") and (ii) certain leases therein described, including the leases of such Security Equipment described in Schedule II hereto (the "Supplement Leases")

NOW, THEREFORE, in consideration of the premises, Company does hereby agree as follows:

Company has, in and by the Security Agreement, mortgaged, transferred and assigned to Bank, and granted to Bank a security interest in and to the Supplement Equipment described in Schedule I annexed hereto and the Supplement Leases described in Schedule II hereto. This Supplement evidences and confirms the subjection of such Supplement Equipment and Supplement Equipment to the security interest created by the Security Agreement and secures

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\*/ This sentence and the related table of filings may be

the punctual payment of the principal of, and interest on the promissory notes of Company evidencing loans under the Financing Agreement and the performance and observance by Company of all of its agreements herein and in the Security Agreement and Financing Agreement contained. To the extent, if any, that the Security Agreement may not be effective in mortgaging and granting a security interest to Bank in such Supplement Equipment and such Supplement Leases, the Company does by this Supplement hereby mortgage, transfer, and assign to Bank, and grant unto Bank a security interest in, the Supplement Equipment described in Schedule I hereto and the Supplement Leases described in Schedule II hereto, all upon the terms set forth in the Security Agreement.

IN WITNESS WHEREOF, Company has, by its indicated officer thereunto duly authorized, caused this Security Agreement Supplement to be executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_.

TRANSPORTATION CORPORATION  
OF AMERICA

By \_\_\_\_\_  
Its \_\_\_\_\_

