

RECORDATION NO. 7251
Filed & Recorded

SEP 30 1977-10 05 AM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Washington, D.C. 20025

September 29, 1977

RECORDATION NO. 7251-D
Filed & Recorded

SEP 30 1977-10 05 AM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Enclosed for recordation under the provisions of Section 20(c) of the Interstate Commerce Commission Act, as amended, is a signed copy of the following named documents pertaining to railroad rolling stock:

- I. Security Agreement Supplement No. 3 dated as of September 30, 1977 from Transportation Corporation of America to Continental Illinois National Bank and Trust Company of Chicago (hereinafter referred to as "Security Agreement Supplement No. 3"); and
- II. First Amendment dated as of July 1, 1977 to an amended and restated Financing Agreement dated as of May 26, 1976 between Transportation Corporation of America and Continental Illinois National Bank and Trust Company of Chicago (hereinafter referred to as the "First Amendment").

The Security Agreement Supplement No. 3 is a supplement to a Security Agreement recorded with the Interstate Commerce Commission on November 30, 1973 as Document No. 7251 which was the subject of a Supplement No. 1 recorded with the Interstate Commerce Commission on February 23, 1976 as Document No. 7251-B and also was the subject of Supplement No. 2 recorded with the ICC on July 30, 1976 as Document No. 7251-C.

The names and addresses of the parties are as follows:

Debtor: Transportation Corporation of America
P.O. Box 218
Chicago Heights, Illinois 60411
Attn: Vice President - Finance

Secured Party: Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60693

Page Two
September 29, 1977
Interstate Commerce Commission

Section 24 of the First Amendment amends the same Security Agreement which was recorded with the ICC on November 30, 1973 as Document No. 7251 and which was supplemented as aforesaid.

There is extensive equipment which is the subject of both the above specified documents. Attached hereto and made a part hereof is Schedule I describing that certain equipment and Schedule II describing those certain leases which are the subjects of said documents.

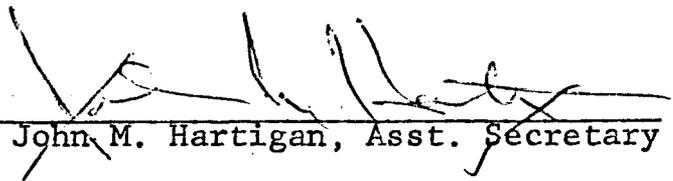
The undersigned is the assistant secretary of Transportation Corporation of America, an Illinois corporation, the Debtor, Lessor and owner of the subject equipment and has knowledge of the matters set forth herein.

Please return to the bearer of this letter the two copies of subject documents stamped so as to reflect correct recordation.

Sincerely,

TRANSPORTATION CORPORATION OF AMERICA,
an Illinois corporation

By:


John M. Hartigan, Asst. Secretary

JMH:jf

Interstate Commerce Commission
Washington, D.C. 20423

9/30/77

OFFICE OF THE SECRETARY

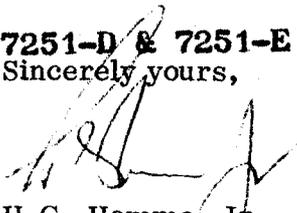
John M. Hartigan, Asst. Sec.
Transp. Corp. Of America
P.O.Box 218
Chicago, Heights, Illinois 60411

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **9/30/77** at **10:05am** and assigned recordation number(s)

7251-D & 7251-E
Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

SCHEDULE I TO SECURITY AGREEMENT
DESCRIPTION OF RAILROAD CARS OWNED BY COMPANY AT SEPTEMBER 30, 1977

TYPE CARS	SPECIFICATION	NO. OF CARS	LESSEE'S CAR NUMBERS (both inclusive)		UNIT BASE VALUE	TOTAL VALUE	DATE PUT INTO SERVICE
Thra11-Door	70-Ton	39	(BENX 100-125 (127-139	*	24@ 25,100 15@ 25,000	602,400 375,000	June 1972 Jan. 1973
Thra11-Door	70-Ton	5	HTCX 309 - 313	*	25,500	127,500	Mar. 1973
Thra11-Door	70-Ton	5	(HTCX 300,301,303, 304, & 305	*	3@ 23,000 1@ 19,202 1@ 16,703	69,000 19,202 16,703	May 1971
Thra11-Door	100-Ton	54	(MD&W 3000-3005 (3007-3054	*	27,880	1,505,522	Mar. 1971
Thra11-Door	70-Ton	1	AD&N 4700	*	23,000	23,000	June 1973
Thra11-Door	70-Ton	3	HTCX 306 - 308	*	25,100	75,300	Dec. 1972
Thra11-Door	70-Ton	22	ITC 7800 - 7821	*	25,500	561,000	Feb. 1973
Thra11-Door	70-Ton	15	D&NE 100 - 114	*	25,100	376,500	Jan. 1973
Thra11-Door	70-Ton	2	HTCX 316, 318	*	25,100	50,200	Apr. 1973
Thra11-Door	70-Ton	15	HTCX 319 - 333	*	25,100	376,500	Apr. 1973
AAR-L0 Covered Hopper	5750 CF	25	HTCX 5801 - 5825	*	22,666	566,650	Apr. 1970
	5400 CF	15	HTCX 5870 - 5884	*	22,036	330,540	Dec. 1970
	5800 CF	25	HTCX 5826 - 5850	*	23,057	576,425	Dec. 1971
	5400 CF	9	HTCX 5851 - 5859	*	23,275	209,475	Oct. 1972

SCHEDULE I TO SECURITY AGREEMENT

TYPE CARS	SPECIFICATION	NO. OF CARS	LESSEE'S CAR		UNIT BASE VALUE	TOTAL VALUE	DATE PUT INTO SERVICE	IC FILING NUMBER
			NUMBERS (both inclusive)	*				
GTS Gondola	100-Ton	42	HTCX 2100 - 2141	*	21,200	890,400	Jan&Feb 1972	6468
Center Beam Bulkhead	100-Ton	8	(BN 624070-624072, 624074-624078)	*	19,181	153,453	1968	6153
Bulkhead Flat	100-Ton	100	MKT 13100-13199	*	14,711	1,471,075	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	*	17,190	17,190	Sept. 1973	(6724)
Bulkhead Flat	70-Ton	19	CLC 1001-1011, 1013-1020	*	19,050	361,950	Dec. 1972	6723
Bulkhead Flat	70-Ton	6	MN&S 752-757	*	22,240	133,440	Sept. 1973	7163
Thra]]-Door	70-Ton	20	HTCX 334-353	*	27,262	545,240	Feb. 1974	69668
Thra]]-Door	70-Ton	10	HTCX 403-412	*	27,262	272,620	Feb. 1974	6966C
Thra]]-Door	70-Ton	3	HTCX 354-356	*	27,262	81,786	May 1974	6967B
Thra]]-Door	70-Ton	28	(HTCX 357-372, HTCX 375-386)	*	27,262	763,338,	Mar. 1974	7190
Thra]]-Door	70-Ton	5	HTCX 387-391	*	27,262	136,310	Apr. 1974	7189 <i>See General</i>
Thra]]-Door	70-Ton	2	CACV 28074-28075	*	27,262	54,524	May, 1974	(7266)
Thra]]-Door	70-Ton	4	CACV 28070-28073	*	27,262	109,048	May, 1974	(7266A)

<u>TYPE CARS</u>	<u>SPECIFICATION</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>
Thra11-Door	70-Ton	222	(TCAX 20000-20015 (TCAX 20017-20063 (TCAX 20065-20066 (TCAX 20068-20076 (TCAX 20078-20131 (TCAX 20133-20141 (TCAX 20143-20167 (TCAX 20169-20174 (TCAX 20176-20192 (TCAX 20194-20230	27,262	6,052,182	Apr. May 1974	7399
Thra11-Door	70-Ton	6	HTCX 392-397	27,262	163,572	May 1974	7264
AAR-L0 Covered Hopper	4724 CF	74	(HTCX 4700-4708 (HTCX 4710-4774	20,990	1,553,260	May 1974	56460
Thra11-Door	70-Ton	1	TCAX 30000	27,262	27,262	Aug. 1976	6967C
AAR-L0 Covered Hopper	4727 CF	4	TCAX 40000-40003	40,326	161,306	Oct. 1975	8075A
Thra11-Door	70-Ton	41	(ITC 7822-7841 (ITC 7842-7862	41,172	1,688,047	Dec. 1976	6725A 6725B
Thra11-Door	100-Ton	14	(ITC 7863-7867, (ITC 7869-7877	27,800	389,200	May 1977	6725C
Thra11-Door	70-Ton	1	ITC 7868	27,262	27,262	May 1977	6725C
Thra11-Door	70-Ton	25	TCAX 30001-30025	41,150	1,028,750	Sept. 1976	6756A
Thra11-Door	70-Ton	6	TCAX 30028-30033	41,195	247,169	Oct. 1976	7264A

*See also 30025
Dec 1976*

*See also 8075A
8075B
8075C
8075D
8075E
8075F
8075G
8075H
8075I
8075J
8075K
8075L
8075M
8075N
8075O
8075P
8075Q
8075R
8075S
8075T
8075U
8075V
8075W
8075X
8075Y
8075Z*

SCHEDULE 1 TO SECURITY AGREEMENT

TYPE CARS	SPECIFICATION	NO. OF CARS	LESSEE'S CAR NUMBERS (both inclusive)		UNIT BASE VALUE	TOTAL VALUE	DATE PUT INTO SERVICE	IC FILING NUMBER
Thrall-Door	70-Ton	2	TCAX 30026-30027	*	41,150	82,300	Sept. 1976	6967D
Thrall-Door	100-Ton	70	AD&N 4701-4770	*	43,150	3,020,500	Sept. 1976	6724I
Bulkhead Flat	100-Ton	5	AD&N 530-534	*	34,974	174,870	Aug. 1976	6724J
Thrall-Door	70-Ton	1	AD ^N 4603	*	26,440	26,440	Dec. 1973	6724
Thrall-Door	70-Ton	3	AD&N 4605, 4611, 4623	*	26,440	79,320	Dec. 1973	6724
Thrall-Door	100-Ton	2	AD&N 4656, 4659	*	27,800	55,600	Dec. 1973	6724D
Thrall-Door	70-Ton	2	AD&N 4664, 4667	*	27,262	54,524	May, 1974	6724H
Thrall-Door	100-Ton	14	TCAX 20231-20244	*	26,551	371,720	May 1977	7399A
Covered Hopper	70-Ton	7	TCAX 40004-40010	*	43,051	301,357	May 1977	8095A
Thrall-Door	70-Ton	6	CACV 28076-28081	*	41,150	246,900	Nov. 1976	8554

DESCRIPTION OF LEASES AT SEPTEMBER 30, 1977

needed in office - 2001

LESSEE _____ DATE OF ORIGINAL LEASE _____ DATE OF RIDER _____ 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 _____

Ashland Chemical Co. 2/18/70 12/17/70 3/85 0 HTCX 5801-5825 25 \$281.50 1969-10-6 10/6/69 ✓ 5646-3/25/70

12/85 0 HTCX 5870-5884 15 \$275.00 1969-10-6 12/17/70 ✓ 5646A-1/11/71

11/1/71 0 HTCX 5826-5850 25 \$281.50 1969-10-6 11/1/71 ✓ 5646B-11/15/71

10/1/72 0 HTCX 5851-5859 9 \$275.00 1969-10-6 10/1/72 ✓ 5646C-10/30/72

12/18/73 0 HTCX 4700-4708 and HTCX 4710-4774 74 \$238.00 1969-10-6 10/18/73 ✓ 5646D-2/11/74

Ashley, Drew & Northern 5/19/72 4/13/73 8/78 0 AD&N 500-509 10 \$214.00 10472 1047205 ✓ 6724E-5/25/73

5/7/73 6/78 0 AD&N 4700 1 \$290.00 10472 1047206 ✓ 6724C-6/4/73

7/9/73 8/78 0 AD&N 510-529 20 \$214.00 10472 1047207 ✓ 6724F-8/20/73

8/29/73 9/78 0 AD&N 660 1 \$240.00 10472 1047208 ✓ 6724G-9/28/73

5/11/76 9/81 0 AD&N 4701-4770 70 \$495.00 10472 1047210 ✓ 6724I-6/7/76

6/15/76 8/81 0 AD&N 530-534 5 \$408.00 10472 1047211 ✓ 6724J-7/7/76

5/19/72 6/77 0 AD&N 4603 1 \$315.00 10472 1047201 ✓ 6724-6/21/72

11/12/72 2/78 0 AD&N 4605, 4611, 4613 3 \$315.00 10472 1047202 ✓ 6724A-11/21/72

4/13/73 8/78 0 AD&N 4656, 4659 2 \$321.00 10472 1047204 ✓ 6724D-5/25/73

4/3/74 5/79 0 AD&N 4664, 4667 2 \$321.00 10472 1047209 ✓ 6724H-4/15/74

Bennett Lumber Products 5/5/72 6/87 8/77 0 BENX 100-114 15 \$220.00 10372 1037201 ✓ 6727B-2/22/73

10/25/72 1/88 1/88 0 BENX 115-125, 127-129 14 \$220.00 10372 1037202 ✓ 6727D-3/2/73

1/12/73 3/88 3/88 0 BENX 130-139 10 \$220.00 10372 1037203 ✓ 6727C-2/22/73

Burlington Northern 12/12/70 8/77 Monthly 0 BN 624076-624078 3 \$240.00 121270 121270 ✓ 6153A-6/29/72

BN 624070-624072, 624074-624075 5 \$240.00 121270 121270 ✓ 6153A-6/29/72

Canadian Forest 2/7/74 4/79 4/79 0 TCAX 20000-20015 15 \$240.00 121270 121270 ✓ 6153A-6/29/72

TCAX 20017-20063 14 \$220.00 10372 1037201 ✓ 6727B-2/22/73

TCAX 20065-20066 10 \$220.00 10372 1037202 ✓ 6727D-3/2/73

TCAX 20068-20076 10 \$220.00 10372 1037203 ✓ 6727C-2/22/73

TCAX 20078-20131 3 \$240.00 121270 121270 ✓ 6153A-6/29/72

TCAX 20133-20141 3 \$240.00 121270 121270 ✓ 6153A-6/29/72

TCAX 20143-20167 4 \$315.00 11673 1167301 ✓ 7399-2/15/74

TCAX 20169-20174 4 \$363.00 0011673 0011673 ✓ 7399-A-8/4/77

TCAX 20176-20192 14 \$315.00 11673 1167301 ✓ 7399-2/15/74

TCAX 20194-20230 14 \$363.00 0011673 0011673 ✓ 7399-A-8/4/77

TCAX 20231-20244 14 \$363.00 0011673 0011673 ✓ 7399-A-8/4/77

Columbia Cowlitz Railway (Weyerhaeuser) 6/23/72 10/77 10/77 0 CLC 1001-1011, CLC 1013-1020 19 \$210.00 10672 1067201 ✓ 6723-7/12/72

Cooperstown & Charlotte Valley 10/10/73 4/84 4/84 0 CACV 28070-28075 6 \$305.00 11973 1197305 ✓ 7266D-3/3/76

De Gussa Alabama 9/19/75 9/90 9/90 0 TCAX 40000-40003 4 \$497.00 12675 1267501 ✓ 8095-10/30/75

9/10/11/77

at 100 - verify

LESSEE	DATE OF ORIGINAL LEASE	DATE OF RIDER	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-FINANCE						
Delson Lumber Co., Inc.	3/19/73		4/78	0	0	HTCX 319-333	15	\$305.00	11473	1147301	6976-3/28/73
Duluth & Northeastern	11/30/72		2/78	0	0	D&NE 100-114	15	\$305.00	10173	1017301	6881-1/29/73
Idaho Forest	3/7/73	3/7/73	4/88	0	0	HTCX 309-313	5	\$295.00	11073	1107301	6966A-3/22/73
			12/88	0	0	HTCX 334-353	20	\$305.00	11073	1107303	6966B-9/13/73
			1/89	0	0	HTCX 403-412	10	\$305.00	11073	1107304	6966C-1/22/74
Illinois Terminal	6/29/72	11/1/76	1/81	0	0	ITC 7800-7821	22	\$225.00+	11072	N/A	6725-8/29/72
			1/81	0	0	ITC 7822-7841	20	\$354.00+	0000721	721-3	6725A-1/12/77
			1/81	0	0	ITC 7842-7862	21	\$354.00+	0000721	721-4	6725B-1/12/77
			3/81	0	0	ITC 7863-7877	15	\$243.50+ +mileage	5000721	721-5	6725C-3/7/77
Minn. Dakota & Western Railway (Boise Cascade)	3/3/71		Annual	0	0	MD&W 3000-3005 and MD&W 3007-3054	54	\$302.00	3371	N/A	6292-8/27/71
Missouri-Kansas-Texas Railroad Co.	5/1/68		10/83	F	F	MKT 13100-13199	100	\$125.65	N/A	N/A	4947-7/12/68
Minneapolis, Northfield & Southern	9/17/73		9/88	F	F	MN&S 752-757	6	\$204.00	11873	1187301	7163-9/24/73
Plum Creek Lumber	6/16/72	7/7/76	10/77	0	0	HTCX 306-308	3	\$310.00	10572	1057201	6756-7/28/72
			10/86	0	0	TCAX 30001-30025	25	\$450.00	10572	1057202	6756A-7/7/76
Sacramento Valley Moulding	10/22/73	9/15/76	5/89	0	0	HTCX 392-397	6	\$295.00	12073	1207301	7264-12/7/73
			10/91	0	0	TCAX 30028-30033	6	\$475.00	1207302	1207302	7264-A-10/2/76
Seaboard Coast Line	9/10/73		4/79	0	0	HTCX 387-391	5	\$315.00	11773	1177301	7189-10/23/73
St. Regis Paper Co.	8/31/73	1/7/72	3/79	0	0	HTCX 357-372, } HTCX 375-386 } HTCX 2100-2141 }	28	\$323.00	11573	1157301	7190-10/23/73
			2/87	0	0		42	\$233.00	1772	N/A	6468-1/14/72
			4/78	0	0	HTCX 316, 318 } HTCX 354-356 } TCAX 30000 } TCAX 30026-30027 }	2	\$305.00	11373	1137301	6967A-3/22/73
Spokane Moulding Corp.	3/14/73	8/21/73	5/79	0	0	HTCX 354-356	3	\$315.00	11373	1137302	6967B-9/28/73
			8/20/76	0	0	TCAX 30000	1	\$475.00	11373	1137303	6967C-10/20/76
Weyerhaeuser Company	12/1/73	8/19/76	9/81	0	0	TCAX 30026-30027	2	\$475.00	11373	1137304	6967D-11/29/76
			11/78	0	0	HTCX 300, 301, 303-305	5	\$285.00	12173	N/A	6152A-4/7/76

TRANSPORTATION CORPORATION OF AMERICA

SCHEDULE I TO SECURITY AGREEMENT

DESCRIPTION OF RAILROAD CARS OWNED BY COMPANY AT SEPTEMBER 30, 1977

<u>TYPE CARS</u>	<u>SPECIFICATION</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>
Thra11-Door	70-Ton	39	(BENX 100-125 (127-139)	24@ 25,100 15@ 25,000	602,400 375,000	June 1972 Jan. 1973	6727
Thra11-Door	70-Ton	5	HTCX 309 - 313	25,500	127,500	Mar. 1973	6966
Thra11-Door	70-Ton	5	(HTCX 300,301,303, 304, & 305	3@ 23,000 1@ 19,202 1@ 16,703	69,000 19,202 16,703	May 1971	6152
Thra11-Door	100-Ton	54	(MD&W 3000-3005 (3007-3054	27,880	1,505,522	Mar. 1971	6292
Thra11-Door	70-Ton	1	AD&N 4700	23,000	23,000	June 1973	6724
Thra11-Door	70-Ton	3	HTCX 306 - 308	25,100	75,300	Dec. 1972	6756
Thra11-Door	70-Ton	22	ITC 7800 - 7821	25,500	561,000	Feb. 1973	6725
Thra11-Door	70-Ton	15	D&NE 100 - 114	25,100	376,500	Jan. 1973	6881
Thra11-Door	70-Ton	2	HTCX 316, 318	25,100	50,200	Apr. 1973	6967
Thra11-Door	70-Ton	15	HTCX 319 - 333	25,100	376,500	Apr. 1973	6976
AAR-10 Covered Hopper	5750 CF	25	HTCX 5801 - 5825	22,666	566,650	Apr. 1970	5646
	5400 CF	15	HTCX 5870 - 5884	22,036	330,540	Dec. 1970	
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Page 2
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SCHEDULE 1 TO SECURITY AGREEMENT

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Thra11-Door	70-Ton	6	TCAX 30028-30033	41,195	247,169	Oct. 1976	7264A

SCHEDULE 1 TO SECURITY AGREEMENT

TYPE CARS	SPECIFICATION	NO. OF CARS	LESSEE'S CAR NUMBERS (both inclusive)		UNIT BASE VALUE	TOTAL VALUE	DATE PUT INTO SERVICE	IC FILING NUMBER
Thrall-Door	70-Ton	2	TCAX 30026-	30027	41,150	82,300	Sept. 1976	6967D
Thrall-Door	100-Ton	70	AD&N 4701-	4770	43,150	3,020,500	Sept. 1976	6724I
Bulkhead Flat	100-Ton	5	AD&N 530-	534	34,974	174,870	Aug. 1976	6724J
Thrall-Door	70-Ton	1	ADN 4603		26,440	26,440	Dec. 1973	6724
Thrall-Door	70-Ton	3	AD&N 4605, 4611, 4623		26,440	79,320	Dec. 1973	6724
Thrall-Door	100-Ton	2	AD&N 4656, 4659		27,800	55,600	Dec. 1973	6724D
Thrall-Door	70-Ton	2	AD&N 4664, 4667		27,262	54,524	May, 1974	6724H
Thrall-Door	100-Ton	14	TCAX 20231-	20244	26,551	371,720	May 1977	7399A
Covered Hopper	70-Ton	7	TCAX 40004-	40010	43,051	301,357	May 1977	8095A
Thrall-Door	70-Ton	6	CACV 28076-	28081	41,150	246,900	Nov. 1976	8554

DESCRIPTION OF LEASES AT SEPTEMBER 30, 1977

LESSEE	DATE OF ORIGINAL LEASE	DATE OF RIDER	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-FINANCE						
Ashland Chemical Co.	2/18/70	12/17/70	3/85	O		HTCX 5801-5825	25	\$281.50	1969-10-6	10/6/69	5646-3/25/70
		11/1/71	12/85	O		HTCX 5870-5884	15	\$275.00	1969-10-6	12/17/70	5646A-1/11/71
		10/1/72	12/86	O		HTCX 5826-5850	25	\$281.50	1969-10-6	11/1/71	5646B-11/15/71
		12/18/73	12/87	O		HTCX 5851-5859	9	\$275.00	1969-10-6	1087201	5646C-10/30/72
			3/89	O		HTCX 4700-4708 and HTCX 4710-4774	74	\$238.00	1969-10-6	1087202	5646D-2/11/74
Ashley, Drew & Northern	5/19/72	4/13/73	8/78	O		AD&N 500-509	10	\$214.00	10472	1047205	6724E-5/25/73
		5/7/73	6/78	O		AD&N 4700	1	\$290.00	10472	1047206	6724C-6/4/73
		7/9/73	8/78	O		AD&N 510-529	20	\$214.00	10472	1047207	6724F-8/20/73
		8/29/73	9/78	O		AD&N 660	1	\$240.00	10472	1047208	6724G-9/28/73
		5/11/76	9/81	O		AD&N 4701-4770	70	\$495.00	10472	1047210	6724I-6/7/76
		6/15/76	8/81	O		AD&N 530-534	5	\$408.00	10472	1047211	6724J-7/7/76
		5/19/72	6/77	O		AD&N 4603	1	\$315.00	10472	1047201	6724-6/21/72
		11/12/72	2/78	O		AD&N 4605, 4611, 4613	3	\$315.00	10472	1047202	6724A-11/21/72
		4/13/73	8/78	O		AD&N 4656, 4659	2	\$321.00	10472	1047204	6724D-5/25/73
		4/3/74	5/79	O		AD&N 4664, 4667	2	\$321.00	10472	1047209	6724H-4/15/74
Bennett Lumber Products	5/5/72	10/25/72	6/87	F		BENX 100-114	15	\$220.00	10372	1037201	6727B-2/22/73
		1/12/73	1/88	F		BENX 115-125, 127-129	14	\$220.00	10372	1037202	6727D-3/2/73
			3/88	F		BENX 130-139	10	\$220.00	10372	1037203	6727C-2/22/73
Burlington Northern	12/12/70		8/77	O		BN 624076-624078	3	\$240.00	121270	-----	6153A-6/29/72
			Monthly	O		BN 624070-624072, 624074-624075	5	\$240.00	121270	-----	6153A-6/29/72
Canadian Forest	2/7/74		4/79	O		TCAX 20000-20015					
						TCAX 20017-20063					
						TCAX 20065-20066					
						TCAX 20068-20076					
						TCAX 20078-20131					
						TCAX 20133-20141					
						TCAX 20143-20167					
						TCAX 20169-20174					
						TCAX 20176-20192					
						TCAX 20194-20230					
Columbia Gowlitz Railway (Weyerhaeuser)	6/23/72	4/1/77	8/82	O		CLC 1001-1011, CLC 1013-1020	19	\$210.00	10672	1067201	6723-7/12/72
			10/77	O							
				O		CACV 28070-28075	6	\$305.00	11973	1197305	7266D-3/3/76
Cooperstown & Charlotte Valley	10/10/73		4/84	O		TCAX 40000-40003	4	\$497.00	12675	1267501	8095-10/30/75
			9/90	O		TCAX 40004-40010	7	\$527.00	1267502	1267502	8095A-5/9/77
De Gussa Alabama	9/19/75			O							

DESCRIPTION OF LEASES AT SEPTEMBER 30, 1977/Page 2

LESSEE	DATE OF ORIGINAL LEASE	DATE OF RIDER	EXPIRATION DATE OF LEASE	TYPE OF		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-FINANCE														
Delson Lumber Co., Inc.	3/19/73		4/78	0	0	HTCX 319-333	15	\$305.00	11473	1147301	6976-3/28/73								
Duluth & Northeastern	11/30/72		2/78	0	0	DANE 100-114	15	\$305.00	10173	1017301	6881-1/29/73								
Idaho Forest	3/7/73	3/7/73	4/88	0	0	HTCX 309-313	5	\$295.00	11073	1107301	6966A-3/22/73								
												12/88	0	HTCX 334-353	20	\$305.00	11073	1107303	6966B-9/13/73
Illinois Terminal	6/29/72	11/1/76	1/81	0	0	ITC 7800-7821	22	\$225.00+	11072	N/A	6725-8/29/72								
												1/81	0	ITC 7822-7841	20	\$354.00+	0000721	721-3	6725A-1/12/77
												3/81	0	ITC 7863-7877	15	\$243.50+ +mileage	5000721	721-5	6725C-3/7/77
Minn. Dakota & Western Railway (Boise Cascade)	3/3/71		Annual	0	0	MD&W 3000-3005 and MD&W 3007-3054	54	\$302.00	3371	N/A	6292-8/27/71								
Missouri-Kansas-Texas Railroad Co.	5/1/68		10/83	F	F	MKT 13100-13199	100	\$125.65	N/A	N/A	4947-7/12/68								
Minneapolis, Northfield & Southern	9/17/73		9/88	F	F	MN&S 752-757	6	\$204.00	11873	1187301	7163-9/24/73								
Plum Creek Lumber	6/16/72	7/7/76	10/77	0	0	HTCX 306-308	3	\$310.00	10572	1057201	6756-7/28/72								
												10/86	0	TCAX 30001-30025	25	\$450.00	10572	1057202	6756A-7/7/76
Sacramento Valley Moulding	10/22/73	9/15/76	5/89	0	0	HTCX 392-397	6	\$295.00	12073	1207301	7264-12/7/73								
												10/91	0	TCAX 30028-30033	6	\$475.00	1207302	1207302	7264-A-10/2/76
Seaboard Coast Line	9/10/73		4/79	0	0	HTCX 387-391	5	\$315.00	11773	1177301	7189-10/23/73								
St. Regis Paper Co.	8/31/73	1/7/72	3/79	0	0	HTCX 357-372, HTCX 375-386	28	\$323.00	11573	1157301	7190-10/23/73								
												2/87	0	HTCX 2100-2141	42	\$233.00	1772	N/A	6468-1/14/72
Spokane Moulding Corp.	3/14/73	8/21/73	4/78	0	0	HTCX 316, 318	2	\$305.00	11373	1137301	6967A-3/22/73								
												5/79	0	HTCX 354-356	3	\$315.00	11373	1137302	6967B-9/28/73
												8/19/76	0	TCAX 30026-30027	2	\$475.00	11373	1137304	6967D-11/29/76
Weyerhaeuser Company	12/1/73		11/78	0	0	HTCX 300,301,303-305	5	\$285.00	12173	N/A	6152A-4/7/76								

SEP 30 1977 10 25 AM

FIRST AMENDMENT

INTRA-STATE COMMERCE COMMISSION

This is an Amendment, dated as of July 1, 1977, to (i) an Amended and Restated Financing Agreement, dated as of May 26, 1976, (the "1976 Agreement"), between Transportation Corporation of America (the "Company") and Continental Illinois National Bank and Trust Company of Chicago (the "Bank"), (ii) a promissory note of the Company, dated May 28, 1976 payable to the Bank, (iii) a Security Agreement, dated July 1, 1973 between Transportation Corporation of America and the Bank, as supplemented from time to time, and (iv) a Subordination Agreement, dated May 28, 1976, given by Thrall Car Manufacturing Company to the Company. Terms defined in the 1976 Agreement shall have the same meanings when herein used unless otherwise indicated.

Whereas, the Company is simultaneously with the execution and delivery hereof executing and delivering a credit agreement, dated as of September 27, 1977 (the "Credit Agreement") between it and the Bank;

Whereas, the parties desire to extend the loans outstanding pursuant to the 1976 Agreement, extend the lien of said Security Agreement to indebtedness of the Company to the Bank incurred or to be incurred pursuant to the Credit Agreement, to amend the interest rate applicable to said

promissory note and to make certain other changes;

Now therefore, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Section 1.1 of the 1976 Agreement is hereby amended by inserting the word "Bank" prior to the word "Borrowing" in line seven thereof and changing the date "May 28, 1976" in line eight thereof to the date "July 1, 1977".

2. Section 1.2 of the 1976 Agreement is hereby amended as follows: (i) the term "seven (7)" contained in the third line of the first indented paragraph thereof is hereby amended to "eight (8)"; (ii) the phrase "1/2 of 1% over the Bank prime rate from time to time in effect," in the fifth and sixth lines thereof is hereby amended to "8-3/4%,"; and (iii) the phrase beginning with the word "2%" in line seven thereof and ending at the end of such paragraph with the phrase "change)" is hereby amended to "9-3/4%".

3. Section 4.2 of the 1976 Agreement is hereby amended by deleting the phrase "promptly upon receipt thereof" and inserting in its place the phrase "upon delivery of each monthly Borrowing Base Certificate".

4. Section 5.2 of the 1976 Agreement is hereby amended by inserting the phrase "as approved by the auditors of the Company" after the word "reserves" and before the

word "with" in the ninth line thereof.

5. Subsection (a) of Section 5.3 of the 1976 Agreement is hereby amended by deleting the number "90" in the first line thereof and inserting in its place the number "120" and by inserting the phrase "accounting related" in the twelfth line thereof after the word "the" and before the word "provisions".

6. Section 5.6 of the 1976 Agreement is hereby amended by deleting the phrase contained in the second parenthesis therein and inserting in its place the following phrase:

"except a counterpart clearly showing that it is not an original, original counterparts filed with the Interstate Commerce Commission or counterparts clearly marked to show that they have been assigned to Bank pursuant to the Security Agreement".

7. Section 5.7 of the 1976 Agreement is hereby amended by adding the phrase ", (h)" after the phrase "(f)" and before the word "and" in the sixth line thereof and inserting the phrase "(i)" in place of the phrase "(h)" after the word "and" in said sixth line.

8. Section 6.2 of the 1976 Agreement is hereby amended by deleting the word "and" at the end of subsection (g) thereof, inserting such word "and" at the end of sub-

section (h) thereof, and adding the following subsection (i) after such subsection (h):

"(i) Indebtedness owed to the Bank pursuant to the Credit Agreement or any long term indebtedness incurred by the Company for the purpose of repaying all indebtedness outstanding pursuant to the Credit Agreement so long as the terms and provisions of such term indebtedness are acceptable in form and substance to the Bank."

9. Section 6.2 of the 1976 Agreement is hereby amended by deleting subsection (d) thereof and inserting in its place the following new subsection "(d)":

"(d) unsecured Indebtedness of the Company or any subsidiary for money borrowed, but only if (i) such Indebtedness matures more than a year from the date of its incurrence or, (ii) such Indebtedness (A) matures on demand or within one year from the date of borrowing (and is not, under the terms applicable to such Indebtedness, renewable or refundable at the option of the obligor for a period which would extend beyond such year) and (B) the total outstanding amount of such Indebtedness of Company and subsidiaries shall not exceed at any time \$5,000,000, and (iii) in the case of

clauses (i) and (ii) of this subsection (d), immediately after the incurring of such Indebtedness, the ratio of Indebtedness to Net Worth shall not exceed 4:1 from the date hereof to and including May 28, 1978, and 3:1 thereafter;"

10. Section 6.4 of the 1976 Agreement is hereby amended by adding the phrase ", under the Credit Agreement" after the word "hereunder" in the third line of such Section 6.4 and by adding the phrase "or under the Credit Agreement" after the word "hereto" in the fourth line of such Section 6.4.

11. Section 6.5 of the 1976 Agreement is hereby amended by adding at the end thereof "except for guaranties of indebtedness of subsidiaries".

12. Section 6.7 of the 1976 Agreement is hereby amended by deleting the phrase "hereunder or pursuant hereto" in clause (a) thereof.

13. Section 7.1 of the 1976 Agreement is hereby restated in its entirety as follows:

"7.1 Optional Prepayment of the Term Note. Company shall have the option, on at least 5 days' prior written notice to Bank, to prepay the Term Note prior to maturity, in whole or in part, provided that the Company shall pay a premium on the principal amount so prepaid equal

to 5% of such prepaid amount if such prepayment is made prior to July 1, 1980, equal to 3% of such prepaid amount if such prepayment is made prior to July 1, 1983 and equal to 1% of such prepaid amount if made on or after July 1, 1983, and provided further that so long as there shall be any loans outstanding pursuant to the Credit Agreement, the Company shall prepay such loans prior to prepaying the Term Note in whole or in part."

14. Section 7.2 of the 1976 Agreement is hereby amended as follows: (i) each reference to the term "Borrowing Base" in paragraph (a) of said Section 7.2 is hereby amended to "Bank Borrowing Base"; (ii) the number "28" in line three of paragraph (b) thereof is hereby amended to "32"; (iii) the number "27" in line five of paragraph (b) thereof is hereby amended to "31"; (iv) the number "28th" in line eight of paragraph (b) thereof is hereby amended to "32nd"; and (v) the number "7" in line 10 of paragraph (b) thereof is hereby amended to "8".

15. Section 8.1 of the 1976 Agreement is hereby amended by inserting the phrase "Upon request of the Bank," at the beginning thereof and by adding the following sentence at the end thereof:

"Monies deposited in such Cash Collateral Account

shall also simultaneously secure all indebtedness outstanding pursuant to the Credit Agreement as provided therein or any security agreement ancillary thereto."

16. Section 8.2 of the 1976 Agreement is hereby amended as follows: (i) the proviso at the end of the first sentence thereof is hereby amended to read as follows:

"provided, however, that if at the time any other amount is then due and payable by the Company to the Bank under this Agreement, the Credit Agreement or any instrument executed pursuant to either thereof by it, such moneys may be first applied by Bank, in its absolute discretion, to the payment of such other amount;" and

(ii) the last two lines thereof are hereby amended to read as follows:

"other amounts payable by Company under this Agreement, the Credit Agreement or any instrument executed pursuant to either thereof by it."

17. Section 10 of the 1976 Agreement is hereby amended as follows: (i) the following paragraph is hereby added after the definition of the term "Agreement" and before the definition of the term "Bank prime rate":

"The term "Bank Borrowing Base" shall mean at any

time the Borrowing Base less the principal amount of all indebtedness of the Company outstanding at such time pursuant to the Credit Agreement.";

(ii) the phrase "(as to form but not substance)" is hereby inserted after the word "changes" and before the word "therein" in the fourth line of the definition of "Borrowing Base Certificate; and

(iii) the phrase "pursuant hereto" is deleted from the third and last lines of subsection "g" of the definition of "Eligible Lease".

18. Section 11.2 of the 1976 Agreement is hereby amended by changing the period at the end of clause (c) thereof to a semicolon and adding the following proviso after said clause (c) and before the last sentence in said Section 11.2:

"provided that the Company may contest in good faith and by appropriate proceedings any tax, fee, charge or liability provided for in subsections (b) and (c) of this Section 11.2 so long as the Bank, in its discretion, shall not determine such contest to jeopardize the Bank's interests in any manner."

19. Section 11.5 of the 1976 Agreement is hereby amended by deleting the word "first" in the 11th line thereof and inserting in its place the word "third".

20. Section 11.6 of the 1976 Agreement is hereby amended by inserting the following clause before the period in the eighth line thereof:

"subject to the requirements of Section 7.1 hereof".

21. The 1976 Agreement is hereby amended by inserting the following new Section 11.7 after Section 11.6 thereof:

"11.7 Releases. Upon request of the Company, the Bank shall execute a release in the form of Exhibit F to the Credit Agreement, provided that after giving effect to such release and any prepayments to be made prior to or simultaneously with the effectiveness of such release the then aggregate principal amount of the Notes would not exceed the then Bank Borrowing Base."

22. The 1976 Agreement is hereby amended by renumbering Sections 11.7, 11.8, 11.9, 11.10, 11.11, 11.12, 11.13 and 11.14 as Sections 11.8, 11.9, 11.10, 11.11, 11.12, 11.13, 11.14 and 11.15 respectively.

23. Exhibit A to the 1976 Agreement and the note of the Company, dated May 28, 1976, outstanding pursuant thereto are each hereby amended to provide that (i) the rate per annum at which outstanding principal thereunder bears interest through maturity is 8-3/4%, (ii) the rate per annum at which outstanding principal thereunder bears interest

after maturity is 9-3/4%, and (iii) the maturity of such note is extended to July 1, 1985. The last sentence in the third paragraph of each of such Exhibit A and note are also hereby deleted.

24. Exhibit B to the 1976 Agreement and the Security Agreement dated as of July 1, 1973 (the "Security Agreement") are each hereby amended as follows:

(i) the following clause shall be added after the first paragraph following the term "WITNESSETH" on the first page of each thereof:

"WHEREAS, a certain Credit Agreement dated as of September 27, 1977, (which Agreement, together with any amendments which may be thereafter made pursuant thereto, is hereinafter called the "Credit Agreement"), between the Bank and Company, is being executed and delivered contemporaneously with the execution and delivery of the first amendment to this Agreement, and provides, among other things, for certain loans thereunder by Bank to Company to be evidenced by a promissory note of Company; and";

(ii) the third paragraph following such term "WITNESSETH" (after taking into account the amendment provided in the previous clause (i)) is hereby amended to read as follows:

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

(iii) the second and fourth lines of the paragraph defining "liabilities" are hereby amended by adding the phrase "or Credit Agreement" after the phrase "Financing Agreement" in each of such lines;

(iv) the definition of the term "Note" is hereby amended by adding the phrase "or Credit Agreement" at the end thereof;

(v) the definition of the term "Default Event" is hereby amended by adding the phrase "or Credit Agreement" at the end thereof;

(vi) the first paragraph of Section 4 is hereby amended by inserting the phrase "or Credit Agreement" after the phrase "Financing Agreement" in the fourteenth line thereof;

(vii) the second paragraph of Section 4 is hereby amended by inserting the phrase "or Credit Agreement" after the phrase "Financing Agreement" in the second line thereof;

(viii) the fourth paragraph of Section 4 is hereby amended by inserting the phrase "or Credit Agreement" after the term "Financing Agreement" in the sixth line thereof;

(ix) the fifth paragraph of Section 4 is hereby

amended by inserting the phrase "or Credit Agreement" after the phrase "Financing Agreement" in the eighth line thereof and the phrase "and Credit Agreement" after the phrase "Financing Agreement" in the eleventh line thereof;

(x) Section 5 is hereby amended by inserting the phrase "or Credit Agreement" in the fourth line thereof after the phrase "Financing Agreement";

(xi) the last paragraph of Section 6 is hereby amended by inserting the phrase "and Credit Agreement" after the phrase "Financing Agreement" in the tenth line thereof; and

(xii) Section 7 is hereby amended by inserting the phrase "or Credit Agreement" after the phrase "Financing Agreement" in the third line thereof and by inserting the phrase "to either thereof" in place of the word "thereto" in the fourth line thereof.

25. The form of "Security Agreement Supplement" attached to Exhibit B to the 1976 Agreement is hereby amended by:

(i) deleting the phrase "Credit Agreement" in the last line of the first grammatical paragraph after the word "WITNESSETH" and inserting in its place the word "Financing Agreement";

(ii) inserting the following phrase after the word

"Bank" and before the period at the end of the paragraph referred to in clause (i) of this Section 25:

"and that certain Credit Agreement (and, if amended, all amendments thereto) dated as of September 27, 1977 (the "Credit Agreement" and collectively with the Financing Agreement the "Credit Agreements") between the Company of the Bank"; and

(iii) deleting the phrase "Financing Agreement" in the second and fifth lines of the second page thereof and inserting in its place the phrase "Credit Agreements".

26. Exhibit D to the 1976 Agreement is hereby amended by inserting the following items 14 and 15 in Section C thereof:

"14. Principal amount of Indebtedness outstanding pursuant to the Credit Agreement.... \$ _____.

15. Bank Borrowing Base (13 minus 14)..\$ _____."

27. Exhibit E to the 1976 Agreement and the Subordination Agreement, dated as of May 28, 1976 given by Thrall Car Manufacturing Company to the Bank are each hereby amended by inserting the phrase "and Credit Agreement" in line two of Section 4 thereof after the phrase "Financing Agreement".

28. The third paragraph of Exhibit F to the 1976 Agreement and the Inducement Letter are each hereby amended by inserting the word "Bank" before the word "Borrowing" in

the ninth line thereof.

29. This Amendment shall become effective only upon the satisfaction of all requirements provided in Section 2 of the Credit Agreement as conditions to the making of the initial loan thereunder and the receipt by the Bank of each of the following, duly executed and in form and substance satisfactory to the Bank:

(i) a certified copy of resolutions of the board of directors and sole shareholder of the Company authorizing the execution, delivery and performance of this Amendment; and

(ii) an opinion of Counsel for the Company and Thrall, to the effect that:

(a) Company is a corporation duly organized and existing in good standing under the laws of the State of Illinois, with full corporate power and authority to enter into this Amendment, to perform its obligations hereunder and other instruments executed by it pursuant hereto, and to own and operate its properties and carry on its business as then conducted;

(b) this Amendment, the Note evidencing the Loans as amended hereby, the Security Agreement as amended hereby and all other instruments then or theretofore

executed and delivered to Bank pursuant hereto by Company, have been duly authorized by all necessary corporate action on the part of Company and executed and delivered by its duly authorized officers, and constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability generally of rights of creditors;

(c) the execution and delivery by Company of, and the performance of its obligations under, this Amendment does not conflict with, result in a violation of, or constitute any default under any provisions of its Certificate of Incorporation, or By-laws or any agreement or other instrument known to such counsel, binding upon or applicable to Company, or any court decree or order, known to such counsel, or law or governmental regulation, applicable to Company;

(d) each security instrument of Company amended pursuant hereto is in such form and contains such provisions and has been executed and (if required) acknowledged and witnessed in such manner, so that upon filing or recording thereof with the Interstate Commerce

Commission the lien of such security instrument on the property covered thereby will be protected against all persons whomsoever in the United States except for the rights under Leases of the related Lessees;

(e) such counsel are not aware of the existence of any default by Company under the law, governmental regulation, agreement or other instrument, or court decree or order materially affecting Company's property or business, or of any facts or circumstances which would give rise to any such default;

(f) Thrall is a corporation duly organized and existing under the laws of the State of Delaware, has full power and authority to enter into the amendment of the Subordination Agreement and Inducement Letter contained herein (the "Amended Subordination Agreement" and "Amended Inducement Letter" respectively) and to perform its obligations under the Amended Subordination Agreement and Amended Inducement Letter, such documents have been duly authorized by all necessary corporate action on the part of Thrall and constitute its legal, valid and binding obligations, enforceable in accordance with their terms (except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws

affecting the enforceability generally of rights of creditors), and the performance of its obligations under, said Amended Subordination Agreement and Amended Inducement Letter do not and will not conflict with, result in any violation of, or constitute a default under, any provision of its Certificate of Incorporation or by-laws or any agreement or other instrument known to such counsel, binding upon or applicable to Thrall; and

(g) as to such other matters as Bank may reasonably request.

30. Except as herein amended, the 1976 Agreement, the Security Agreement, the Term Note and all other documents amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the 27th day of September, 1977, but effective as of the day and

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 27 day of Sept, 1977, before me personally appeared Ed Chuberman and John Hart to me personally known, who being by me duly sworn, say that they are, respectively, the Vice President and act 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.

John Faulconer
Notary Public

(NOTARIAL SEAL)

My Commission expires August, 1978.

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 27th day of Sept, 1977, before me personally appeared THOMAS R DURHAM and THEODORE FITZMORRIS to me personally known, who being by me duly sworn, say that they are, respectively, the Vice President and Commercial Bank 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 association, that said instrument was signed and sealed on behalf of said association 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 association.

Lillem Hudson
Notary Public

(NOTARIAL SEAL)

My Commission expires Sept 27, 1978.

year first above written.

TRANSPORTATION CORPORATION OF AMERICA

Attest:

John H. Harley
Secretary

[Corporate Seal]

By

W. C. ...
Title: *Vice President*

Attest:

John H. Harley
Secretary

[Corporate Seal]

THRALL CAR MANUFACTURING COMPANY

By

W. C. ...
Title: *Vice President*

Attest:

Theodosia Sigmund
Title: _____

[Seal]

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By

Thomas R. Durham
Title: *Vice President*

COMMERCIAL BANKING OFFICER