

**SIDLEY & AUSTIN**  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

2049 CENTURY PARK EAST  
LOS ANGELES, CALIFORNIA 90067  
213: 553-8100 TELEX 18-1391

55 EAST 52ND STREET  
NEW YORK, NEW YORK 10055  
212: 486-7717 TELEX 97-1696

1722 EYE STREET, N.W.  
WASHINGTON, D.C. 20006  
202: 429-4000 TELEX 89-463

31 ST. JAMES'S SQUARE  
LONDON, SW1Y 4JR, ENGLAND  
01: 930-5596 TELEX 21781

ONE FIRST NATIONAL PLAZA  
CHICAGO, ILLINOIS 60603  
TELEPHONE 312: 853-7000  
TELEX 25-4364

P.O. BOX 190  
MUSCAT, SULTANATE OF OMAN  
782-411 TELEX 3266

P.O. BOX 4619  
DEIRA, DUBAI-U.A.E.  
9714-283194 TELEX 47216

5 SHENTON WAY  
SINGAPORE 0106  
65 224-5000 TELEX 28754

SIDLEY & AUSTIN & NAGUIB  
AHMED NESSIM STREET, 3  
GIZA, CAIRO, EGYPT  
729-499 TELEX 93750

September 8, 1983

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RECORDATION NO. 14157  
SEP 12 1983 - 4 02 PM  
INTERSTATE COMMERCE COMMISSION

Dear Secretary:

On behalf of The First National Bank of Chicago, enclosed is the original of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code together with one copy of the cover page of such document.

This document is a Canadian Cars Security Agreement, a primary document, dated as of September 8, 1983.

The names and addresses of the parties to the document are as follows:

Grantors:

North American Car Corporation  
33 West Monroe St.  
Chicago, Illinois 60603

and

North American Car (Canada) Limited  
33 West Monroe St.  
Chicago, Illinois 60603

Collateral Agent:

The First National Bank of Chicago  
One First National Plaza  
Chicago, Illinois 60670

Secretary  
Interstate Commerce Commission  
Page 2  
September 8, 1983

It is impractical to set forth herein a description of the equipment covered by the document, but such description is contained in the schedules, to such document.

A check in the amount of \$760 payable to the order of the Interstate Commerce Commission, \$50 of which is attributable to this document, is enclosed to cover the filing fee.

Please return the copy of the cover page of the document stamped as recorded to the person delivering this letter.

A short summary of the document to appear in the index follows:

Canadian Cars Security Agreement dated September 8, 1983 among North American Car Corporation (the Company) 33 West Monroe St., Chicago, Illinois 60603, North American Car (Canada) Limited (the Canadian Company), 33 West Monroe St., Chicago, Illinois 60603 and The First National Bank of Chicago, One First National Plaza, Chicago, Illinois 60670, as Collateral Agent, granting to the Collateral Agent certain rights of the Company and the Canadian Company to the railroad equipment described in the schedules to such Agreement.

Very truly yours,



NORTH AMERICAN CAR (CANADA) LIMITED

NORTH AMERICAN CAR CORPORATION

CANADIAN CARS SECURITY AGREEMENT

RECORDATION NO. 14157  
Filed 1420  
SEP 12 1983 .4 05 PM  
INTERSTATE COMMERCE COMMISSION

THIS CANADIAN CARS SECURITY AGREEMENT, dated as of September 8, 1983, is entered into by and among the Canadian Company, the Company and the Collateral Agent.

RECITALS

1. Concurrently with the Effective Date hereof, the Company, the Creditors and the Collateral Agent are entering into the Master Agreement pursuant to which, among other things, the Creditors have agreed to forbear from exercising certain remedies available to them as a result of certain defaults by the Company and have agreed to defer certain payments of principal and interest, and the Company in consideration therefor has agreed to grant, and to cause the Canadian Company to grant, the Creditors security interests in certain of their respective assets and properties;

2. Concurrently with the Effective Date hereof, the Creditors are entering into the Intercreditor Agreement pursuant to which, among other things, the Creditors have

appointed The First National Bank of Chicago as Collateral Agent for the purpose, among other things, of holding and administering such security interests; and

3. The Canadian Company, the Company and the Collateral Agent are entering into this Security Agreement pursuant to the Master Agreement for the purpose of granting to the Collateral Agent, for the benefit of the Creditors, a security interest in the railroad equipment hereinafter described and certain rights of the Canadian Company and the Company with respect thereto.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and in order to secure the payment of the Obligations when and as the same shall become payable pursuant to the Master Agreement and the performance by the Company of its covenants and agreements contained in the Master Agreement and in this Security Agreement, the Canadian Company hereby grants to and creates in favor of the Collateral Agent a security interest in and to the following Collateral:

FIRST: Equipment. All right, title and interest of every kind and nature whatsoever, legal or equitable, of the Canadian Company in and to all units of railroad equipment described in Schedules 1 and 2 hereto, as the same may

be amended, modified, supplemented or restated from time to time pursuant to Section 9(c) hereof, and in any new Schedule added hereto pursuant to such Section 9(c), whether now owned or hereafter acquired by, or the title to which is now or hereafter vested in or conveyed or assigned to, the Canadian Company, including all right, title and interest now or hereafter vested in or conveyed or assigned to the Canadian Company in and to any and all such railroad equipment now or hereafter leased to or possessed by the Canadian Company under any Prior Lien Agreement, together with any and all units of railroad equipment substituted therefor and all accessories, additions, improvements, parts and equipment owned by the Canadian Company now or hereafter affixed to any unit of railroad equipment described in this Granting Clause First.

SECOND: Leases. All right, title and interest of the Canadian Company, as lessor, in, to and under each and every existing or future lease (and each and every existing and future guarantee of or security for all or any of the obligations of the lessee thereunder), including any and all amendments thereto or supplements or modifications thereof, with respect to each unit of railroad equipment described in Schedules 1 and 2 hereto, as the same may be amended, modified, supplemented or restated from time to time pursuant to Section 9(c) hereof, and in any new Schedule added hereto

pursuant to such Section 9(c), together with any and all units of railroad equipment substituted therefor and all accessories, additions, improvements, parts and equipment owned by the Canadian Company now or hereafter affixed to any unit of railroad equipment described in this Granting Clause Second and all rights, powers, privileges, options, claims, demands and other benefits of the Canadian Company, as lessor, under each and every such lease, including without limitation: (i) the immediate and continuing right to receive all rents, income, revenues, issues, profits, casualty payments, insurance proceeds, condemnation payments, purchase price payments, proceeds and other moneys now or hereafter payable to or receivable by the Canadian Company, as lessor thereunder, (ii) all claims, demands, rights, powers, privileges and remedies now existing in or hereafter acquired by the Canadian Company, as lessor thereunder, whether now or hereafter existing under any of such leases or guarantees or by statute, at law, in equity or otherwise, as a result of any failure on the part of any lessee under any such lease (or of any guarantor under any such guarantee) to perform or comply with any of the terms, conditions or provisions of any such lease or guarantee and (iii) the full and complete power and authority, whether in the name of the Canadian Company, as its attorney or agent or otherwise, to ask, demand, sue for, enforce, collect, receive and receipt for any and all sums to which the Canadian Company is or may

become entitled under any such lease or guarantee, including each item specified in clause (i) above, and otherwise to enforce compliance with all terms, conditions and provisions of any such lease or guarantee.

THIRD: Insurance and Condemnation Proceeds. All right, title and interest of the Canadian Company in and to all awards, compensation or damages for or on account of the taking by Eminent Domain of, and all insurance proceeds payable to or receivable by the Canadian Company for or on account of the loss, damage, destruction or taking by Eminent Domain of, any unit of railroad equipment described in Schedules 1 and 2 hereto, as the same may be amended, modified, supplemented or restated from time to time pursuant to Section 9(c) hereof, and in any new Schedule added hereto pursuant to such Section 9(c), and any and all units of railroad equipment substituted therefor and all accessories, additions, improvements, parts and equipment owned by the Canadian Company now or hereafter affixed to any unit of railroad equipment described in this Granting Clause Third, together with the immediate and continuing right and authority to receive all such awards, compensation, damages and proceeds and, in the name of the Canadian Company, as its attorney or agent or otherwise, to ask, demand, sue for, enforce, collect, receive and receipt for any and all sums to which the Canadian Company is or may become entitled in

any proceeding for such taking by Eminent Domain or under any insurance policy insuring against any such loss, damage, destruction, condemnation or taking and otherwise to enforce any of the Canadian Company's rights, powers or privileges with respect thereto.

FOURTH: Property Subsequently Made Subject Hereto. Any and all property of every kind and description in and to which, at any time hereafter, by agreement or agreements supplemental hereto, a security interest may be granted to and created in favor of the Collateral Agent by the Canadian Company, or with or without its consent by anyone on its behalf, or which, not being described in any Schedule to this Security Agreement when originally executed, may be described in any amended, modified, supplemented, restated or additional Schedule hereto after the execution hereof, the Collateral Agent being hereby authorized at any and all times to receive and accept such security interest and to hold it subject to this Security Agreement; but any security interest granted to and created in favor of the Collateral Agent by this Granting Clause Fourth which is not required to be made under any provision of this Security Agreement may be made subject to any liens or security interests, present or future, reservations, limitations, conditions and provisions which shall be specified or set forth in such supplemental agreement or such amended, modified, supplemented, restated or additional Schedule.

SUBJECT, HOWEVER, as to the security interest granted and created by Granting Clauses First and Second hereof in any Unit described in Schedule 2 hereto, to the right, title and interest, if any, of the trustee under the First 1967 Agreement; and

SUBJECT, FURTHER, as to the security interest granted and created hereby in any Unit described in Schedules 1 and 2 hereto, to the right, title and interest, if any, of the Company under the Intercompany Security Agreement.

1. Definitions. For all purposes of this Security Agreement, and unless the context otherwise requires, all capitalized terms used herein without definition shall have the meanings set forth on Exhibit A hereto.

2. Attachment of Security Interests. (a) The security interest granted and created by Granting Clause First in or with respect to any Unit described in Schedule 2 hereto shall attach on the earlier of (i) the date on which attachment of such security interest would not constitute a default or an event of default of sufficient materiality under the Existing Prior Lien Agreement to permit the trustee thereunder to accelerate the maturity of the equipment bonds outstanding thereunder, or to foreclose its security interest in the equipment subject thereto (or any

lease thereof), or (ii) the date on which the Canadian Company shall become entitled to the discharge of the lien of the Existing Prior Lien Agreement upon the payment or provision for payment of the equipment bonds outstanding thereunder.

(b) Except as otherwise expressly provided in paragraph (a) of this Section 2, the security interest granted and created hereby shall attach, in the case of Collateral initially described in the Granting Clauses hereof, upon the Effective Date or, in the case of any other Collateral, immediately upon the execution and delivery by the Canadian Company of any agreement or agreements supplemental hereto or any amended, modified, supplemented, restated or additional Schedule hereto which shall describe such Collateral.

3. Representations and Warranties. The Canadian Company represents and warrants that:

(a) The Canadian Company has full power and authority to execute and deliver this Security Agreement, to grant and create the security interest granted and created hereby and to carry out each of the transactions contemplated hereby. This Security Agreement has been duly authorized, executed and delivered by the Canadian Company and is the

legal, valid and binding obligation of the Canadian Company, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(b) There is no charter, by-law or capital stock provision of the Canadian Company or any of its Affiliates, and no provision of any indenture or agreement, written or oral, to which the Canadian Company or any of its Affiliates is a party or under which the Canadian Company or any of its Affiliates is obligated or to which any of the property of the Canadian Company or any of its Affiliates is subject, nor is there any statute, rule or regulation, or any judgment, decree or order of any court or agency binding on the Canadian Company or any of its Affiliates, which would be contravened by the execution and delivery of this Security Agreement, by the grant and creation of the security interest granted and created hereby or by the performance of any provision, condition, covenant or other term hereof.

(c) The Company has good and marketable title to the Equipment free and clear of all Liens except the Liens of the Existing Prior Lien Agreement and this Security Agreement and Liens not prohibited under Section 5.01 of the Master Agreement other than clause (a) thereof.

4. Maintenance and Repair. The Canadian Company will maintain and keep, or cause others to maintain and keep, each Unit in good order and repair in accordance with industry standards, all without cost or expense to the Collateral Agent or the Creditors, unless and until it becomes worn out, unsuitable for use, lost, stolen, destroyed or taken by Eminent Domain (herein called a "Casualty Occurrence"). For purposes of this Section 4, the term "unsuitable for use" shall include any condition in which a Unit is no longer usable for the purpose or purposes for which it was designed (or an alternative purpose or purposes provided that no material impairment in the fair market value or the remaining useful life shall arise therefrom), whether by virtue of its physical condition or the effect of any applicable law, rule, regulation or order.

The Canadian Company will, or will cause others to, comply in all respects with all laws (including, without limitation, laws with respect to the use, maintenance and operation of each Unit) of the jurisdictions in which operations involving the Units may extend, with the interchange rules of the Association of American Railroads and with all lawful rules of the Canadian Transport Commission, the United States Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power

or jurisdiction over the Units, to the extent that such laws and rules affect the title, operation or use of the Units, and in the event that such laws or rules require any alteration, replacement or addition of or to any part of any Unit, the Canadian Company will, or will cause others to, comply therewith, all without cost or expense to the Collateral Agent or the Creditors.

For the purposes of enabling the Canadian Company to meet the transportation requirements of present and future lessees, the Canadian Company may from time to time make, or cause to be made, changes and alterations in the design, structure and equipment of any Units constituting a part of the Collateral, all at the expense of the Canadian Company; provided, however, that no material impairment in the fair market value or the remaining useful life shall result therefrom.

The Collateral Agent, by its agents, shall have the right to inspect the Equipment, or any portion thereof, at such times and from time to time as it shall reasonably request at the then existing locations thereof.

5. Possession and Use; Indemnification. Except as expressly provided in this Section 5, the Canadian Company shall not assign, transfer or grant or create any

security interest in the Collateral, or transfer or lease the Equipment or any part thereof or assign, pledge, mortgage, grant or create a security interest in, transfer or otherwise dispose of any rights under any lease of the Equipment without the prior written consent of the Collateral Agent; and the Canadian Company shall not, without such prior written consent, except as provided herein, part with the possession of, or suffer or allow to pass out of its control, any of the Equipment.

So long as no Default shall have occurred and be continuing, the Canadian Company shall be entitled to furnish the Equipment or any Unit thereof to railroad companies for use upon the lines of railroad owned or operated by them or their Affiliates or over which they have trackage or other operating rights and upon connecting and other lines of railroad in the usual interchange traffic, or to others than railroad companies for use in the normal course of their respective businesses, and shall also be entitled to lease all or any part of the Equipment; provided, however, that no Equipment shall be so furnished or leased except in compliance with the Master Agreement; provided, further, that the aggregate AAR Value of Units leased or subleased to any one lessee or sublessee and its Affiliates shall not exceed 25% of the aggregate AAR Value of all the Equipment; and provided, further, that the Canadian Company shall not

suffer or allow (i) Units having an aggregate AAR Value in excess of 5% of the aggregate AAR Value of all the Equipment to be located at any time in Mexico, (ii) any material number of Units, other than Units which are more than 20 years old and Units subject to valid and effective leases, to be located at any time in Mexico and (iii) any material number of Units to be located in Provinces of Canada in which the security interest of the Collateral Agent hereunder shall not have been effectively protected by the recordings and filings made pursuant to Section 8 hereof.

Each such lease may provide that the lessee, but only so long as it shall not be in default under such lease, shall be entitled to the possession and use of the Units covered thereby, and, subject to the provisions of Section 6 hereof, may provide for lettering or marking upon such Units for convenience of identification of the leasehold interest of such lessee therein; provided, however, that each such lease made after the date hereof shall expressly provide that the Canadian Company, or any assignee of the Canadian Company, may at any time, without notice or consent, sell, assign, pledge, mortgage, transfer or otherwise dispose of or grant or create a security interest in such lease or sublease or the Units subject thereto; and provided, further, that each such lease made after the date hereof shall expressly provide that the right of the lessee thereunder is

subject and subordinate in all respects to the rights of the Collateral Agent hereunder.

The Canadian Company agrees to indemnify, protect and hold harmless the Collateral Agent and the Creditors from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including reasonable attorneys' fees and expenses, patent liabilities, penalties and interest, arising out of or as the result of the entering into or the performance of the Master Agreement or this Security Agreement or any amendment, consent, waiver or modification of either thereof, the occurrence of a Default thereunder or hereunder, the taking or holding of a security interest with respect to any Unit, the use, operation, lease, storage or return of any Unit or any accident in connection with the operation, use, condition, possession, storage, sale or return of any Unit resulting in damage to property or injury or death to any person. The indemnities arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all Obligations and the termination of this Security Agreement.

6. Marking of Equipment. As promptly as practicable after the Effective Date, in the case of Units to which the security interest granted and created hereby

attaches on the Effective Date and as promptly as practicable after such security interest attaches to any other Unit, in the case of Units to which such security interest attaches after the Effective Date, there shall be plainly, distinctly, permanently and conspicuously placed and fastened upon each side of each Unit a metal plate bearing the following words, or such words shall be otherwise plainly, distinctly, permanently and conspicuously marked on each side of such Unit, in either case in letters not less than seven-sixteenths of an inch in height:

THIS CAR IS SUBJECT TO A SECURITY AGREEMENT  
RECORDED UNDER SECTION 11303 OF THE INTERSTATE  
COMMERCE ACT.

Such plates or marks shall be such as to be readily visible and as to indicate plainly the Collateral Agent's security interest in each Unit.

In case, prior to the termination of the security interest granted and created herein, any of such plates or marks shall at any time be removed, defaced, obliterated or destroyed, the Canadian Company shall forthwith cause the same to be restored or replaced. The Canadian Company shall not change, or permit to be changed, the numbers of any of the Units (or any numbers which may have been substituted therefor as herein provided) except in accordance with a

restated Schedule hereto which shall set forth such numbers so changed and which shall be filed and recorded in like manner as this Security Agreement.

7. Insurance. The Canadian Company shall maintain or cause to be maintained, with financially sound and reputable insurers, insurance with respect to the Equipment against casualties or contingencies of the kinds customarily carried by corporations engaged in the same or similar businesses, of such types and in such amounts as are customarily carried. Each policy of insurance shall comply with Section 6.03 of the Master Agreement.

8. Recording. The Canadian Company shall, promptly after the execution and delivery of this Security Agreement and each amendment or supplement hereto (including each amended, modified, supplemented restated or additional Schedule hereto), respectively, (i) cause this Security Agreement or such amendment or supplement, as the case may be, to be duly filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303 and, within 21 days from the execution hereof or thereof, as the case may be, deposited with the Registrar General of Canada and notice of such deposit given in the Canada Gazette pursuant to Section 86 of the Railway Act of Canada and (ii) cause financing statements with respect to the Collateral

to be filed under the Code and in accordance with applicable legislation of the provinces of British Columbia, Alberta, Saskatchewan, Manitoba and Ontario. The Canadian Company from time to time shall do and perform any other act and shall execute, acknowledge, deliver, file, register and record any and all further instruments and shall file, register and record this Security Agreement and each amendment or supplement hereto, or financing statements with respect hereto or thereto, in all other jurisdictions required by law or reasonably requested by the Collateral Agent for the purposes of proper protection of the Collateral Agent's security interest in the Collateral and the rights of the Collateral Agent under this Security Agreement and of fully carrying out and effectuating this Security Agreement and the intent hereof.

Promptly after the execution and delivery of this Security Agreement and each amendment or supplement hereto, the Canadian Company shall furnish to the Collateral Agent an Opinion of Counsel stating that, in the opinion of such counsel, this Security Agreement or such amendment or supplement, as the case may be, has been properly recorded and filed so as effectively to protect the Collateral Agent's security interest in the Collateral and the rights of the Collateral Agent under this Security Agreement and reciting the details of such action; and the Canadian

Company shall furnish to the Collateral Agent, not more than three months after the anniversary in each year of the execution and delivery of this Security Agreement, an Opinion of Counsel stating either that, in the opinion of such counsel, (i) such action has been taken with respect to the recording, filing, rerecording and refiling of this Security Agreement and each amendment or supplement hereto as is necessary for the proper protection of the Collateral Agent's security interest in the Collateral and the rights of the Collateral Agent under this Security Agreement and reciting the details of such action or (ii) no such action is necessary for any of such purposes.

9. Releases and Substitutions; Amendment of Schedules. (a) From time to time the Collateral Agent shall release Collateral from the security interest granted and created hereby upon compliance by the Company with and subject to the terms and conditions of Section 6.05, 6.06, 6.07 or 6.10 of the Master Agreement; provided, however, that if any Unit is to be released pursuant to Section 6.07 of the Master Agreement to permit the Canadian Company to subject such Unit to an ETC Agreement, such Unit shall be released only to the extent necessary to permit the Canadian Company to make such substitution, and, except to the extent so released, the security interest of the Collateral Agent in such Unit shall continue in full force and effect until

released by the Collateral Agent under the Master Agreement and this Security Agreement.

(b) Simultaneously with the delivery to the Collateral Agent of any request for the release of Collateral pursuant to Section 6.05, 6.06 or 6.07 of the Master Agreement, the Canadian Company shall deliver to the Collateral Agent a proper amendment or supplement to this Security Agreement which shall (i) reflect the release, in whole or in part, of the security interest of the Collateral Agent in such Collateral and (ii), in the case of a request by the Company pursuant to such Section 6.07, reflect (A) the continued security interest of the Collateral Agent hereunder in and to the Units with respect to which such security interest is released only in part and (B) the grant to and the creation in favor of the Collateral Agent of a security interest in and to all of the Canadian Company's right, title and interest in and to all railroad equipment released from an ETC Agreement as a result of the substitution therefor of the Units so released, so that the security interest of the Collateral Agent therein shall be the same as though such released railroad equipment had been described in Schedule 1 hereto on the Effective Date of this Security Agreement; provided, however, that if, pursuant to Section 9(a) hereof, the Canadian Company would be entitled at the time of release of any railroad equipment from an ETC Agreement

to the release of such railroad equipment hereunder if it were then Equipment, then, upon compliance by the Company with the provisions of Section 6.05, 6.06 or 6.07 of the Master Agreement, the Canadian Company may elect not to grant to and create in favor of the Collateral Agent a security interest in such released railroad equipment.

(c) For purposes of this Section 9, an amendment or supplement to this Security Agreement or a release of Collateral hereunder may consist of an agreement executed and delivered by the Canadian Company and the Collateral Agent amending, modifying, supplementing or restating one or more of the Schedules hereto or, in the case of the partial release of a security interest in any Unit which is to be subjected to an ETC Agreement other than the Existing Prior Lien Agreement (herein called a "Substitute Prior Lien Agreement"), adding a new Schedule hereto, which shall specify the Substitute Prior Lien Agreement to which the security interest of the Collateral Agent in such Unit shall be subject, describe such Unit and specify the nature of the Collateral Agent's security interest in such Unit.

10. Default. (a) Each of the following events shall constitute Default under this Security Agreement:

(i) a Default shall have occurred under the Master Agreement;

(ii) the Canadian Company shall have failed to observe or perform any term, covenant, condition or agreement contained in this Security Agreement for a period of 30 days after written notice to the Canadian Company of such failure from the Collateral Agent.

(b) Subject to any perfected Prior Lien Agreement and to the rights of any lessees and purchase optionees under agreements in effect on the Effective Date of this Security Agreement which are not subordinated to the rights of the Collateral Agent hereunder, upon the occurrence of any Default the Collateral Agent shall have such rights and remedies with respect to the Collateral, or any portion thereof, as are provided by the Code and such other rights and remedies with respect thereto as are accorded by law, in equity or under this Security Agreement, including without limitation the right to take immediate possession of the Equipment, or any portion thereof, with or without judicial process, and for that purpose the Collateral Agent may pursue the same wherever any of the Equipment may be found and may enter any of the premises of the Canadian Company, any of its Affiliates or any lessee or sublessee of the Equipment, or any portion thereof, with or without notice, demand, force or process of law, and keep and store the same until sold or remove and sell and dispose of the same at

public or private sale to the extent permitted by law, at one or more sales, as an entirety or in parcels; or in lieu of or in addition to exercising the power of sale hereinabove given, the Collateral Agent may proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein granted, or for any foreclosure hereunder, or for the sale of the Equipment, or any portion thereof, under the judgment or decree of any court or courts of competent jurisdiction. To the full extent that the Canadian Company may lawfully so do, the Canadian Company agrees that it will not at any time claim the benefit of any stay, extension, appraisalment, redemption or similar law now or hereafter in force.

Subject to any perfected Prior Lien Agreement and to the rights of any lessees and purchase optionees under agreements in effect on the Effective Date of this Security Agreement which are not subordinated to the rights of the Collateral Agent hereunder, upon the occurrence of any Default the Canadian Company shall, promptly upon demand of the Collateral Agent, assemble the Equipment and make the same available to the Collateral Agent at a place to be designated by the Collateral Agent. In connection with the delivery of possession of any or all of the Equipment and if requested by the Collateral Agent to do so, the Canadian Company shall at its own expense and risk:

(i) forthwith and in a reasonable manner and at a reasonable speed, cause the Equipment to be drawn to such point or points as shall reasonably be designated by the Collateral Agent and there deliver or cause to be delivered the same to the Collateral Agent; and

(ii) forthwith place the Equipment upon such storage tracks of the Canadian Company as the Collateral Agent reasonably may designate and permit the Collateral Agent to store the Equipment on such tracks, at the risk and expense of the Canadian Company, until the Equipment has been sold or otherwise disposed of by the Collateral Agent.

The performance of the foregoing covenant is of the essence of this Security Agreement and, upon application to any court having jurisdiction in the premises, the Collateral Agent shall be entitled to a decree against the Canadian Company requiring the specific performance thereof. The Canadian Company hereby appoints the Collateral Agent its attorney-in-fact to give all such notices and do all such things which the Canadian Company could do and which the Collateral Agent, in its sole discretion, shall deem necessary or desirable to enforce performance of the foregoing covenant.

(c) Subject to any perfected Prior Lien Agreement and to the rights of any lessees and purchase optionees under agreements in effect on the Effective Date of this Security Agreement which are not subordinated to the rights of the Collateral Agent hereunder, the Collateral Agent shall apply the proceeds of any sale or other disposition of the Collateral, after the occurrence of a Default, (i) to the payment of the reasonable costs and expenses incurred by the Collateral Agent in connection therewith, including reasonable attorneys' fees and legal expenses, (ii) to the payment in full of the Obligations and (iii) to the payment of the balance, if any, to the Canadian Company.

11. Reports. Whenever required by the Collateral Agent, and at least once, on or before April 15 in every calendar year, commencing April 15, 1984, until the termination of this Security Agreement, the Canadian Company shall furnish to the Collateral Agent an Officers' Certificate, dated not more than 90 days prior to the date such certificate is required to be delivered, stating (i) the description and numbers of all Units that have suffered a Casualty Occurrence since the date of the last preceding Officers' Certificate (or the date this Security Agreement is originally executed in the case of the first Officers' Certificate); (ii) that in the case of all Equipment repainted or repaired since the date of the last preceding Officers' Certificate

(or the date this Security Agreement is originally executed in the case of the first Officers' Certificate) the plates or marks required by Section 6 hereof have been preserved, or that such Equipment when repainted or repaired has been again plated or marked as required thereby; and (iii) the description and numbers of all Units that have been leased since the date of the last preceding Officers' Certificate (or the date this Security Agreement is originally executed in the case of the first Officers' Certificate) and that all such leases conform to the provisions of Section 5 hereof.

12. Post-Closing Opinions. Within 30 days after the Effective Date, the Canadian Company shall furnish to the Collateral Agent:

(i) the opinion of Wilmer, Cutler & Pickering, Interstate Commerce Commission counsel to the Canadian Company, to the effect set forth in Exhibit B hereto;

(ii) the opinion of Osler, Hoskin & Harcourt, Canadian counsel to the Canadian Company, to the effect set forth in Exhibit C hereto; and

(iii) the opinion of Pedersen & Houpt P.C., United States counsel to the Canadian Company, to the effect set forth in Exhibit D hereto.

13. Principal Place of Business. The Canadian Company represents and warrants that its principal place of business and chief executive office is at Suite 300, 750-11th Street S.W., Calgary, Alberta T2P 3N7, and agrees that it will promptly notify the Collateral Agent in writing of any change in the location of such principal place of business and chief executive office.

14. Notices. All notices, requests, consents, waivers, demands and other communications relating to this Security Agreement shall be given to the respective parties hereunder in writing or sent by telex, telegram or cable and shall be effective, in the case of written notice, five Business Days after placement into the mails (first class, postage prepaid, or in the case of notices sent to or from any foreign country, air mail or express mail, postage prepaid) or upon receipt in the case of notice by telex, telegram or cable, addressed to the Canadian Company and the Company at 33 West Monroe Street, Chicago, Illinois 60603, Attention: Vice President-Finance and to the Collateral Agent at One First National Plaza, Chicago, Illinois 60670, Attention: Vice President, World-Wide Banking, or to such other address as either party shall notify the other party in writing. A copy of all such notices with respect to Defaults shall also be delivered to Special Counsel for the Creditors, Latham & Watkins, Sears Tower 6900, Chicago,

Illinois 60606, Attention: George A. Rice, Esq., and to Special Counsel for the Collateral Agent, Sidley & Austin, One First National Plaza, Chicago, Illinois 60603, Attention: Donald L Schwartz, Esq.; provided, however, that failure to deliver such copies shall not affect the validity of any such notice or any action taken pursuant thereto.

15. Exhibits and Schedules. All Exhibits and Schedules hereto are hereby incorporated herein and shall be deemed to be a part hereof.

16. Successors and Assigns. The obligations of the Canadian Company under this Security Agreement may not be assigned without the prior written consent of all Creditors. The rights and obligations of the Collateral Agent hereunder shall inure to the benefit of the Collateral Agent, its successors and assigns.

17. Governing Law. This Security Agreement has been delivered at and shall be deemed to have been made at Chicago, Illinois, and shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Illinois, but the parties shall be entitled to all the rights conferred by 49 U.S.C. §11303(a) and Section 86 of the Railway Act of Canada.

18. Counterparts. This Security Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original but all such counterparts shall constitute one and the same instrument.

19. Severability. Any provision of this Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties shall endeavor in good faith negotiations to replace any prohibited or unenforceable provision with a valid provision or provisions, the economic effect of which shall reflect the economic bargain manifested in the prohibited or unenforceable provisions.

20. Headings. The headings of the sections herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Security Agreement.

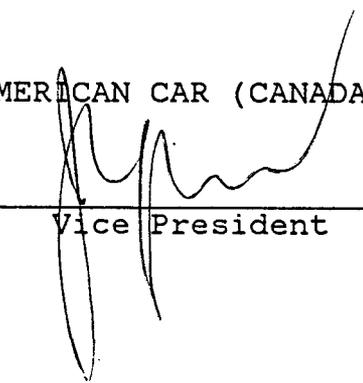
21. Termination. This Security Agreement and the security interest provided for herein shall terminate upon payment in full of all Obligations.

22. Effective Date. This Security Agreement shall become effective on the date the Master Agreement becomes effective.

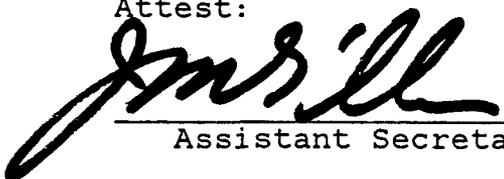
23. Grant of Security Interest by Company. In order to provide additional security for the payment of the Obligations when and as the same shall become payable pursuant to the Master Agreement and for the performance by the Company of its covenants and agreements contained in the Master Agreement, the Company, in consideration of the forbearance from exercising the remedies and deferral of the payments referred to in the recitals hereto and in consideration of the covenants and agreements contained herein, hereby grants to and creates in favor of the Collateral Agent a security interest in and to all right, title and interest, if any, of every kind and nature whatsoever, legal or equitable, which it may have at any time in the Units, whether now owned or hereafter acquired by, or which is now or hereafter vested in or conveyed or assigned to, the Company. Such security interest shall be held and administered by the Collateral Agent, and the Collateral Agent may deal with such security interest, including, without limitation, exercising the rights and remedies provided herein upon the occurrence of a Default, in the same manner as it is entitled to hold, administer and deal with the security interest granted by the Canadian Company hereunder.

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be duly executed by its authorized representative as of the date first above written.

NORTH AMERICAN CAR (CANADA) LIMITED

By  \_\_\_\_\_  
Vice President

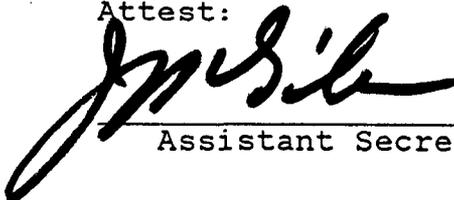
Attest:

 \_\_\_\_\_  
Assistant Secretary

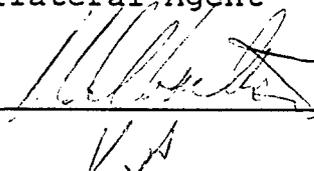
NORTH AMERICAN CAR CORPORATION

By  \_\_\_\_\_  
Vice President

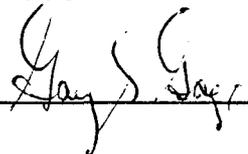
Attest:

 \_\_\_\_\_  
Assistant Secretary

THE FIRST NATIONAL BANK OF CHICAGO,  
as Collateral Agent

By  \_\_\_\_\_  
V.P.

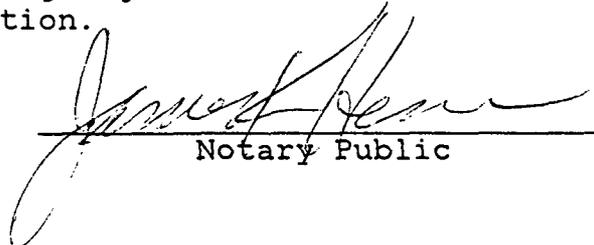
Attest:

 \_\_\_\_\_



STATE OF ILLINOIS     )  
                                  ) ss:  
COUNTY OF COOK        )

On this 9 day of September, 1983, before me personally appeared Richard Charlton, to me personally known, who, being by me duly sworn, says that he is a Vice President of The First National Bank of Chicago, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was on September 8, 1983, signed and sealed on behalf of said association 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 association.

  
\_\_\_\_\_  
Notary Public

My Commission expires

8/2/86

Unencumbered Cds

LESSEE AND VALUATION OF ENCUMBERED CARS  
ENCUM CODE : 8035

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	COLLATERAL VALUE
DOFASCO, INC	84/10/31	15/00	1	000552	000552	08400	FEET	FLAT	34,762.60	27,810.08
DOFASCO, INC	84/10/31	15/00	1	000553	000553	07500	FEET	FLAT	34,762.60	27,810.08
CANADIAN PACIFIC RAIL	83/11/30	15/00	2	009353	009354	00000	FEET	FLAT	69,416.30	55,533.04
CANADIAN PACIFIC RAIL	83/11/30	15/00	1	009356	009356	00000	FEET	FLAT	34,708.15	27,766.52
CANADIAN PACIFIC RAIL	83/11/30	15/00	2	009363	009364	00000	FEET	FLAT	69,416.30	55,533.04
BRITISH COLUMBIA RAILWAY	88/09/30	20/00	10	010243	010252	06200	FEET	FLAT	194,518.19	155,614.51
BRITISH COLUMBIA RAILWAY	88/09/30	20/00	10	010254	010263	06200	FEET	FLAT	194,663.36	155,730.64
BRITISH COLUMBIA RAILWAY	88/09/30	20/00	3	010265	010267	06200	FEET	FLAT	58,845.63	47,076.48
BRITISH COLUMBIA RAILWAY	88/09/30	20/00	16	010269	010284	06200	FEET	FLAT	311,303.91	249,043.06
BRITISH COLUMBIA RAILWAY	88/09/30	20/00	9	010286	010294	06200	FEET	FLAT	175,013.22	140,010.54
CANADIAN PACIFIC RAIL	90/03/31	15/00	35	011055	011089	06600	FEET	FLAT	1,106,488.67	885,190.74
DOW CHEMICAL CANADA INC.	88/05/31	15/00	1	014105	014105	14300	GAL	TANK	41,365.06	33,092.04
DOW CHEMICAL CANADA INC.	88/05/31	15/00	4	014106	014109	14400	GAL	TANK	165,460.24	132,368.16
IRON ORE CO OF CANADA	87/12/31	5/00	1	016500	016500	16400	GAL	TANK	73,073.52	58,458.81
IRON ORE CO OF CANADA	87/12/31	5/00	1	016501	016501	16500	GAL	TANK	73,606.40	58,885.12
IRON ORE CO OF CANADA	87/12/31	5/00	2	016502	016503	16400	GAL	TANK	147,212.80	117,770.24
CANADIAN OCCIDENTAL	84/10/19	5/00	1	017300	017300	13100	GAL	TANK	35,830.60	28,664.48
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	2	017301	017302	13000	GAL	TANK	71,661.48	57,329.18
C I L INC.	87/02/28	5/00	1	020206	020206	10700	GAL	TANK	24,627.99	19,702.39
C I L INC.	87/02/28	5/00	8	020210	020217	10700	GAL	TANK	197,778.99	158,223.17
C I L INC.	87/02/28	5/00	2	020219	020220	10700	GAL	TANK	49,759.36	39,807.48
C I L INC.	87/02/28	5/00	1	020222	020222	10700	GAL	TANK	24,879.68	19,903.74
C I L INC.	87/02/28	5/00	1	020224	020224	10700	GAL	TANK	24,879.68	19,903.74
ALLIED CANADA INC.	87/12/31	5/00	1	020244	020244	13700	GAL	TANK	34,694.28	27,755.42
IRVING OIL COMPANY LTD	84/11/15	5/00	4	020701	020704	20700	GAL	TANK	179,341.40	143,473.12
GULF OIL CANADA LTD	84/12/31	4/09	1	022524	022524	20800	GAL	TANK	28,499.10	22,799.28
SUNOCO INC	85/05/31	15/00	1	022525	022525	20600	GAL	TANK	28,499.10	22,799.28
SUNOCO INC	85/05/31	15/00	1	022526	022526	20500	GAL	TANK	28,499.10	22,799.28
OCELOT INDUSTRIES, LTD.	87/05/31	5/00	2	022527	022528	20700	GAL	TANK	56,998.20	45,598.56
OCELOT INDUSTRIES, LTD.	87/05/31	5/00	2	022529	022530	20800	GAL	TANK	56,998.20	45,598.56
SHELL CANADA LIMITED	85/04/30	5/00	1	022531	022531	20700	GAL	TANK	28,499.10	22,799.28
NONE	0/00/00	0/00	1	022532	022532	20700	GAL	TANK	28,499.10	22,799.28
SHELL CANADA LIMITED	86/02/28	5/00	1	022533	022533	20800	GAL	TANK	28,499.10	22,799.28
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	022534	022534	20700	GAL	TANK	28,499.10	22,799.28
SUNOCO INC	85/05/31	15/00	1	022535	022535	20500	GAL	TANK	28,499.10	22,799.28
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	022536	022536	20800	GAL	TANK	28,499.10	22,799.28
OCELOT INDUSTRIES, LTD.	87/05/31	5/00	1	022537	022537	20800	GAL	TANK	28,499.10	22,799.28
SHELL CANADA LIMITED	86/02/28	5/00	1	022539	022539	20800	GAL	TANK	28,499.10	22,799.28
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	022540	022540	20800	GAL	TANK	28,499.10	22,799.28
SHELL CANADA LIMITED	85/04/30	5/00	1	022542	022542	20800	GAL	TANK	28,499.10	22,799.28
NARP PROCESSORS LTD	87/08/31	5/00	3	022543	022545	20500	GAL	TANK	92,804.40	74,243.52
NONE	0/00/00	0/00	1	022546	022546	20500	GAL	TANK	31,729.90	25,383.92
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	4	022547	022550	20500	GAL	TANK	126,919.68	101,535.72
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	022552	022552	20500	GAL	TANK	31,729.92	25,383.93
POLYSAR LIMITED	83/07/31	15/00	3	022553	022555	20700	GAL	TANK	94,007.91	75,206.31
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	023915	023915	20700	GAL	TANK	34,689.05	27,751.24
ENDASA, S.A. DE C.V.	90/12/31	0/00	2	023916	023917	20800	GAL	TANK	69,378.18	55,502.54
ENDASA, S.A. DE C.V.	90/12/31	0/00	2	023919	023920	20800	GAL	TANK	69,378.18	55,502.54
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	023921	023921	20700	GAL	TANK	34,689.09	27,751.27
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	023922	023922	20800	GAL	TANK	34,689.09	27,751.27
ENDASA, S.A. DE C.V.	90/12/31	0/00	2	023923	023924	20700	GAL	TANK	69,378.18	55,502.54

SCHEDULE 1

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUANTITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
SHELL CANADA LIMITED	91/10/31	10/00	1	023961	023961	20700	GAL	TANK	39,685.17	31,748.13
ENDASA	83/09/30	0/04	1	023962	023962	20800	GAL	TANK	39,685.13	31,748.10
SHELL CANADA LIMITED	91/10/31	10/00	5	023963	023967	20700	GAL	TANK	198,425.65	158,740.50
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	023968	023968	20700	GAL	TANK	39,685.13	31,748.10
SHELL CANADA LIMITED	91/10/31	10/00	1	023969	023969	20800	GAL	TANK	39,685.13	31,748.10
NONE	07/00/00	07/00	1	023970	023970	20700	GAL	TANK	39,685.13	31,748.10
SHELL CANADA LIMITED	91/10/31	10/00	1	023971	023971	20700	GAL	TANK	39,685.13	31,748.10
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	025134	025134	15200	GAL	TANK	35,230.11	28,184.08
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	025135	025135	15100	GAL	TANK	35,230.34	28,184.27
C I L INC.	83/05/31	5/00	1	025136	025136	15100	GAL	TANK	35,230.85	28,184.68
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	025137	025137	15200	GAL	TANK	35,230.84	28,184.67
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	025138	025138	15100	GAL	TANK	34,436.40	27,549.12
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	025139	025139	15200	GAL	TANK	34,436.40	27,549.12
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	3	025140	025142	15100	GAL	TANK	105,516.14	84,412.91
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	025143	025143	15200	GAL	TANK	35,054.93	28,043.94
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	025144	025144	15100	GAL	TANK	35,054.93	28,043.94
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	025145	025145	15000	GAL	TANK	35,353.87	28,283.09
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	025146	025146	15200	GAL	TANK	35,054.93	28,043.94
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	025147	025147	15100	GAL	TANK	35,353.83	28,283.06
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	2	025148	025149	15200	GAL	TANK	70,707.66	56,566.12
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	4	025150	025153	15100	GAL	TANK	140,817.52	112,654.00
C I L INC.	83/05/31	10/00	2	027198	027199	17300	GAL	TANK	96,816.37	77,453.09
AGEC JOFFRE, ALBERTA	91/07/31	10/00	1	031011	031011	31300	GAL	TANK	38,305.38	30,644.30
AGEC JOFFRE, ALBERTA	91/07/31	10/00	1	031013	031013	31300	GAL	TANK	38,305.38	30,644.30
SHERRITT GORDON MINES LTD	89/03/31	10/00	2	033030	033031	32800	GAL	TANK	88,817.20	71,053.75
SHERRITT GORDON MINES LTD	89/03/31	10/00	3	033032	033034	32700	GAL	TANK	133,079.27	106,463.40
C I L INC.	86/02/28	10/00	2	033035	033036	32700	GAL	TANK	88,817.20	71,053.75
WESTERN CO OPERATIVES	89/03/31	10/00	1	033037	033037	32700	GAL	TANK	44,555.13	35,644.10
WESTERN CO OPERATIVES	89/03/31	10/00	1	033038	033038	32600	GAL	TANK	44,262.07	35,409.65
C I L INC.	86/02/28	10/00	3	033039	033041	32600	GAL	TANK	133,665.39	106,932.30
SHERRITT GORDON MINES LTD	89/03/31	10/00	2	033042	033043	32700	GAL	TANK	88,524.14	70,819.30
C I L INC.	86/02/28	10/00	3	033044	033046	32700	GAL	TANK	133,665.39	106,932.30
WESTERN CO OPERATIVES	89/03/31	10/00	1	033047	033047	32700	GAL	TANK	44,262.07	35,409.65
SHERRITT GORDON MINES LTD	89/03/31	10/00	1	033048	033048	32700	GAL	TANK	44,555.13	35,644.10
C I L INC.	86/02/28	10/00	1	033049	033049	32700	GAL	TANK	44,555.13	35,644.10
SHERRITT GORDON MINES LTD	89/03/31	10/00	3	033050	033052	32700	GAL	TANK	133,079.27	106,463.40
WESTERN CO OPERATIVES	89/03/31	10/00	1	033053	033053	32700	GAL	TANK	44,555.13	35,644.10
SHERRITT GORDON MINES LTD	89/03/31	10/00	17	033054	033070	32700	GAL	TANK	757,457.94	605,966.28
WESTERN CO OPERATIVES	89/03/31	10/00	1	033071	033071	32600	GAL	TANK	44,803.02	35,842.41
C I L INC.	90/10/15	10/00	1	033096	033096	33900	GAL	TANK	49,151.12	39,320.89
C I L INC.	90/10/15	10/00	1	033097	033097	33800	GAL	TANK	49,258.90	39,407.12
C I L INC.	90/10/15	10/00	1	033098	033098	34000	GAL	TANK	49,258.90	39,407.12
ICG LIQUID GAS, LTD	86/04/15	10/00	1	033099	033099	33800	GAL	TANK	49,258.90	39,407.12
C I L INC.	90/10/15	10/00	1	033100	033100	33800	GAL	TANK	49,151.29	39,321.03
C I L INC.	90/10/15	10/00	2	033101	033102	33900	GAL	TANK	98,410.19	78,728.15
C I L INC.	90/10/15	10/00	1	033103	033103	34000	GAL	TANK	49,151.29	39,321.03
ICG LIQUID GAS, LTD	86/04/15	10/00	1	033104	033104	33900	GAL	TANK	49,151.29	39,321.03
C I L INC.	90/10/15	10/00	1	033105	033105	34000	GAL	TANK	49,151.29	39,321.03
C I L INC.	90/10/15	10/00	1	033106	033106	33900	GAL	TANK	49,151.29	39,321.03
ICG LIQUID GAS, LTD	85/09/30	12/00	4	033107	033110	34000	GAL	TANK	196,605.16	157,284.12
ICG LIQUID GAS, LTD	90/11/30	10/00	1	033111	033111	33900	GAL	TANK	49,151.29	39,321.03

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
ICG LIQUID GAS. LTD	90/11/30	10/00	2	033113	033114	34100	GAL	TANK	58,103.11	78,482.48
ICG LIQUID GAS. LTD	90/11/30	10/00	5	033116	033120	34000	GAL	TANK	243,897.91	195,118.29
AMOCO CANADA PETROLEUM CO	90/03/31	10/06	2	033121	033122	34000	GAL	TANK	97,559.22	78,047.36
AMOCO CANADA PETROLEUM CO	90/03/31	10/06	4	033124	033127	34000	GAL	TANK	195,614.52	156,491.60
GULF OIL CANADA LTD	86/04/15	10/00	4	033128	033131	34000	GAL	TANK	195,614.52	156,491.60
GULF OIL CANADA LTD	86/04/15	10/00	1	033132	033132	34100	GAL	TANK	48,903.63	39,122.90
WESTERN CO OPERATIVES	89/09/30	10/00	1	033134	033134	34000	GAL	TANK	48,903.63	39,122.90
B P CANADA LIMITED	89/12/31	10/00	1	033135	033135	34000	GAL	TANK	48,903.63	39,122.90
GULF OIL CANADA LTD	86/04/15	10/00	1	033136	033136	34100	GAL	TANK	48,903.63	39,122.90
GULF OIL CANADA LTD	86/04/15	10/00	2	033137	033138	34000	GAL	TANK	97,807.26	78,245.80
GULF OIL CANADA LTD	86/04/15	10/00	1	033139	033139	34100	GAL	TANK	48,903.63	39,122.90
GULF OIL CANADA LTD	86/04/15	10/00	1	033140	033140	34000	GAL	TANK	48,903.63	39,122.90
GULF OIL CANADA LTD	86/04/15	10/00	5	033141	033145	34000	GAL	TANK	250,645.67	200,516.51
C I L INC.	88/03/31	10/00	1	033146	033146	34100	GAL	TANK	50,368.19	40,294.55
C I L INC.	88/03/31	10/00	4	033147	033150	34000	GAL	TANK	201,472.76	161,178.20
C I L INC.	88/03/31	10/00	1	033151	033151	33900	GAL	TANK	50,368.19	40,294.55
C I L INC.	88/03/31	10/00	1	033152	033152	34000	GAL	TANK	50,368.19	40,294.55
C I L INC.	88/03/31	10/00	1	033153	033153	34100	GAL	TANK	50,368.19	40,294.55
C I L INC.	88/03/31	10/00	1	033154	033154	34000	GAL	TANK	50,368.19	40,294.55
C I L INC.	88/03/31	10/00	2	033155	033156	34100	GAL	TANK	100,736.38	80,589.10
C I L INC.	88/03/31	10/00	1	033157	033157	34000	GAL	TANK	50,368.19	40,294.55
C I L INC.	88/03/31	10/00	1	033158	033158	33900	GAL	TANK	50,368.19	40,294.55
C I L INC.	88/03/31	10/00	1	033159	033159	33800	GAL	TANK	50,368.19	40,294.55
C I L INC.	88/03/31	10/00	1	033160	033160	34000	GAL	TANK	50,368.19	40,294.55
C I L INC.	88/03/31	10/00	1	033161	033161	34100	GAL	TANK	50,368.19	40,294.55
C I L INC.	88/03/31	10/00	2	033162	033163	33900	GAL	TANK	100,736.38	80,589.10
C I L INC.	88/03/31	10/00	1	033164	033164	34000	GAL	TANK	50,368.19	40,294.55
C I L INC.	88/03/31	10/00	1	033165	033165	33900	GAL	TANK	50,368.19	40,294.55
C I L INC.	88/02/28	10/00	2	033166	033167	33900	GAL	TANK	100,138.74	80,110.98
SHELL CANADA LIMITED	88/02/28	10/00	1	033169	033169	34000	GAL	TANK	50,069.37	40,055.49
SHELL CANADA LIMITED	88/02/28	10/00	4	033170	033173	33900	GAL	TANK	200,277.48	160,221.96
WESTERN CO OPERATIVES	89/09/30	10/00	1	033175	033175	34000	GAL	TANK	50,069.37	40,055.49
WESTERN CO OPERATIVES	89/09/30	10/00	1	033176	033176	33800	GAL	TANK	50,069.37	40,055.49
ICG LIQUID GAS. LTD	85/09/30	12/00	1	033177	033177	34100	GAL	TANK	50,069.37	40,055.49
C I L INC.	90/10/15	10/00	1	033178	033178	33900	GAL	TANK	50,069.37	40,055.49
C I L INC.	90/10/15	10/00	1	033179	033179	34000	GAL	TANK	50,069.37	40,055.49
DOME PETROLEUM LTD	88/10/31	10/00	1	033180	033180	34000	GAL	TANK	52,396.27	41,917.01
DOME PETROLEUM LTD	88/10/31	10/00	1	033181	033181	34100	GAL	TANK	52,648.08	42,118.46
CHEVRON CANADA RESOURCES,	93/10/15	15/00	3	033182	033184	33900	GAL	TANK	157,188.81	125,751.03
CHEVRON CANADA RESOURCES,	93/10/15	15/00	1	033185	033185	34000	GAL	TANK	52,396.27	41,917.01
CHEVRON CANADA RESOURCES,	93/10/15	15/00	2	033186	033187	33900	GAL	TANK	104,792.54	83,834.02
CHEVRON CANADA RESOURCES,	93/10/15	15/00	1	033189	033189	34000	GAL	TANK	52,395.95	41,916.76
CHEVRON CANADA RESOURCES,	93/10/15	15/00	2	033190	033191	33900	GAL	TANK	106,874.82	85,499.84
CHEVRON CANADA RESOURCES,	93/10/15	15/00	12	033192	033203	34000	GAL	TANK	641,249.20	512,999.27
SHELL CANADA LIMITED	85/10/31	6/00	3	033215	033217	34000	GAL	TANK	143,501.33	114,801.06
SHELL CANADA LIMITED	85/10/31	6/00	1	033218	033218	34100	GAL	TANK	47,833.70	38,266.96
SHELL CANADA LIMITED	85/10/31	6/00	1	033220	033220	34000	GAL	TANK	47,833.70	38,266.96
SHELL CANADA LIMITED	85/10/31	6/00	1	033221	033221	34100	GAL	TANK	47,833.70	38,266.96
B P CANADA LIMITED	89/12/31	10/00	1	033222	033222	34000	GAL	TANK	47,833.70	38,266.96
WESTERN CO OPERATIVES	89/09/30	10/00	1	033223	033223	34100	GAL	TANK	47,833.70	38,266.96
B P CANADA LIMITED	89/12/31	10/00	1	033224	033224	34100	GAL	TANK	47,833.70	38,266.96

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUANTITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	COLLATERAL VALUE
SHELL CANADA LIMITED	84/02/28	15/00	2	033225	033226	34000	GAL	TANK	95,667.40	76,533.92
SHELL CANADA LIMITED	89/07/31	10/00	1	033227	033227	34100	GAL	TANK	48,152.18	38,521.74
SHELL CANADA LIMITED	89/07/31	10/00	1	033228	033228	34000	GAL	TANK	48,152.18	38,521.74
SHELL CANADA LIMITED	89/07/31	10/00	1	033229	033229	34100	GAL	TANK	48,152.18	38,521.74
SHELL CANADA LIMITED	89/07/31	10/00	2	033230	033231	34000	GAL	TANK	96,304.36	77,043.48
ICG LIQUID GAS, LTD	89/09/30	10/00	2	033232	033233	34100	GAL	TANK	96,304.36	77,043.48
ICG LIQUID GAS, LTD	89/09/30	10/00	2	033235	033236	34100	GAL	TANK	96,304.36	77,043.48
SHELL CANADA LIMITED	85/10/31	6/00	1	033237	033237	34000	GAL	TANK	48,355.24	38,684.19
B P CANADA LIMITED	89/12/31	10/00	1	033238	033238	34100	GAL	TANK	48,355.24	38,684.19
B P CANADA LIMITED	89/12/31	10/00	1	033239	033239	34000	GAL	TANK	48,355.24	38,684.19
WESTERN CO OPERATIVES	89/09/30	10/00	1	033240	033240	34000	GAL	TANK	48,355.24	38,684.19
B P CANADA LIMITED	89/12/31	10/00	1	033241	033241	34000	GAL	TANK	48,355.24	38,684.19
CHEVRON CANADA RESOURCES.	93/10/15	15/00	1	033242	033242	34000	GAL	TANK	48,355.24	38,684.19
ICG LIQUID GAS, LTD	90/11/30	10/00	3	033243	033245	34000	GAL	TANK	145,065.72	116,052.57
ICG LIQUID GAS, LTD	90/11/30	10/00	1	033246	033246	34100	GAL	TANK	48,355.24	38,684.19
IMPERIAL OIL LTD	84/03/31	15/00	8	033247	033254	34000	GAL	TANK	386,841.92	309,473.52
C I L INC.	90/10/15	10/00	6	033255	033260	33900	GAL	TANK	237,117.84	189,694.26
C I L INC.	90/10/15	10/00	2	033261	033262	34000	GAL	TANK	79,039.28	63,231.42
WESTERN CO OPERATIVES	89/03/31	10/00	7	033263	033269	33900	GAL	TANK	309,667.31	247,733.83
WESTERN CO OPERATIVES	89/03/31	10/00	1	033270	033270	34000	GAL	TANK	44,238.19	35,390.55
WESTERN CO OPERATIVES	89/03/31	10/00	4	033271	033274	33500	GAL	TANK	182,888.10	146,310.46
WESTERN CO OPERATIVES	89/03/31	10/00	1	033276	033276	33900	GAL	TANK	47,205.86	37,764.68
SHERITT GORDEN MINES LTD	89/03/31	10/00	1	033277	033277	34000	GAL	TANK	47,205.86	37,764.68
CHEVRON CANADA RESOURCES.	93/10/15	15/00	1	033278	033278	33900	GAL	TANK	44,238.19	35,390.55
DOMO PETROLEUM LTD	89/12/31	10/00	2	033279	033280	33900	GAL	TANK	88,476.38	70,781.10
AMOCO CANADA PETROLEUM CO	90/03/31	10/00	1	033281	033281	33900	GAL	TANK	45,005.36	36,004.28
ICG LIQUID GAS, LTD	85/09/30	12/00	1	033282	033282	33900	GAL	TANK	45,005.36	36,004.28
B P CANADA LIMITED	89/12/31	10/00	1	033283	033283	33900	GAL	TANK	45,005.36	36,004.28
WESTERN CO OPERATIVES	90/04/30	10/00	4	033284	033287	33500	GAL	TANK	182,087.36	145,669.86
ICG LIQUID GAS LTD	89/11/30	10/00	3	033288	033290	33900	GAL	TANK	135,391.10	108,312.86
CHEVRON CANADA RESOURCES.	93/10/15	15/00	1	033291	033291	34000	GAL	TANK	51,602.61	41,282.08
B P CANADA LIMITED	89/12/31	10/00	2	033292	033293	33900	GAL	TANK	103,201.20	82,560.96
B P CANADA LIMITED	89/12/31	10/00	1	033294	033294	34000	GAL	TANK	51,600.60	41,280.48
B P CANADA LIMITED	89/12/31	10/00	4	033295	033298	33900	GAL	TANK	206,402.40	165,121.92
B P CANADA LIMITED	89/12/31	10/00	1	033299	033299	34000	GAL	TANK	51,600.60	41,280.48
ICG LIQUID GAS, LTD	87/10/31	10/00	5	033300	033304	34000	GAL	TANK	258,003.34	206,402.66
ICG LIQUID GAS, LTD	87/10/31	10/00	1	033305	033305	33900	GAL	TANK	51,600.73	41,280.58
WESTERN CO OPERATIVES	89/09/30	10/00	2	033306	033307	34000	GAL	TANK	103,201.46	82,561.16
ICG LIQUID GAS, LTD	87/10/31	10/00	1	033308	033308	33900	GAL	TANK	51,600.73	41,280.58
ICG LIQUID GAS, LTD	87/10/31	10/00	2	033309	033310	34000	GAL	TANK	103,201.33	82,561.06
WESTERN CO OPERATIVES	89/03/31	10/00	1	033311	033311	34000	GAL	TANK	51,600.60	41,280.48
B P CANADA LIMITED	89/12/31	10/00	1	033312	033312	33900	GAL	TANK	51,600.60	41,280.48
B P CANADA LIMITED	89/12/31	10/00	1	033313	033313	34000	GAL	TANK	51,600.60	41,280.48
WESTERN CO OPERATIVES	89/03/31	10/00	1	033314	033314	34000	GAL	TANK	51,600.73	41,280.58
B P CANADA LIMITED	89/12/31	10/00	1	033315	033315	34000	GAL	TANK	51,600.73	41,280.58
ERCO INDUSTRIES LIMITED	87/01/31	5/00	1	038203	038203	03800	CU FT	HOPPER	39,777.31	31,821.84
CANPOTEX LTD.	86/12/31	5/00	2	038204	038205	03800	CU FT	HOPPER	79,554.62	63,643.68
ERCO INDUSTRIES LIMITED	87/01/31	5/00	1	038206	038206	03800	CU FT	HOPPER	39,777.31	31,821.84
CANPOTEX, LTD	84/08/31	5/00	1	038470	038470	03800	CU FT	HOPPER	40,936.52	32,749.21
CANPOTEX, LTD	84/08/31	5/00	2	038472	038473	03800	CU FT	HOPPER	81,873.04	65,498.42
CANPOTEX, LTD	84/08/31	5/00	2	038475	038476	03800	CU FT	HOPPER	81,873.04	65,498.42

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUANTITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	COLLATERAL VALUE
CANPOTEX, LTD	84/08/31	5/00	3	038478	038480	03800	CU FT	HOPPER	122,809.56	98,247.63
CANPOTEX, LTD	84/08/31	5/00	2	038494	038495	03800	CU FT	HOPPER	81,873.04	65,498.42
CANPOTEX, LTD	84/08/31	5/00	3	038497	038499	03800	CU FT	HOPPER	122,809.56	98,247.63
ERCO INDUSTRIES LIMITED	87/06/30	5/00	1	038671	038671	03800	CU FT	HOPPER	40,941.67	32,753.33
CANPOTEX LTD.	86/12/31	5/00	2	038672	038673	03800	CU FT	HOPPER	81,883.34	65,506.66
ERCO INDUSTRIES LIMITED	87/06/30	5/00	1	038674	038674	03800	CU FT	HOPPER	40,941.67	32,753.33
CANPOTEX LTD.	86/12/31	5/00	6	038675	038680	03800	CU FT	HOPPER	245,650.02	196,519.98
CANPOTEX LTD.	86/12/31	5/00	8	038682	038689	03800	CU FT	HOPPER	327,533.36	262,026.64
INDUSTRIAL GRAIN PRODUCTS	88/05/31	10/00	1	043000	043000	04400	CU FT	HOPPER	34,846.35	27,877.08
C I L INC.	90/10/31	10/00	2	043001	043002	04400	CU FT	HOPPER	69,692.34	55,753.86
INDUSTRIAL GRAIN PRODUCTS	88/05/31	10/00	2	043003	043004	04400	CU FT	HOPPER	69,692.34	55,753.86
C I L INC.	90/10/31	10/00	1	043005	043005	04400	CU FT	HOPPER	34,846.17	27,876.93
INDUSTRIAL GRAIN PRODUCTS	88/05/31	10/00	1	043006	043006	04400	CU FT	HOPPER	34,846.17	27,876.93
C I L INC.	90/10/31	10/00	3	043007	043009	04400	CU FT	HOPPER	104,538.51	83,630.79
INDUSTRIAL GRAIN PRODUCTS	88/05/31	10/00	1	043010	043010	04400	CU FT	HOPPER	34,846.17	27,876.93
C I L INC.	90/10/31	10/00	11	043011	043021	04400	CU FT	HOPPER	383,307.87	306,646.23
CANADIAN NATIONAL RAILWAY	86/03/31	15/00	1	043022	043022	04400	CU FT	HOPPER	34,852.88	27,882.30
ERCO INDUSTRIES LTD	86/07/31	10/00	9	060350	060358	02500	CU FT	HOPPER	224,219.46	179,375.54
ERCC INDUSTRIES LTD	86/10/31	10/00	3	060360	060362	02500	CU FT	HOPPER	75,094.77	60,075.80
FINLAY FOREST INDUSTRIES	83/12/31	5/00	1	060547	060547	05600	CU FT	REFRIG	31,849.56	25,479.64
CANPOTEX LTD.	86/12/31	5/00	1	070000	070000	03500	CU FT	HOPPER	18,258.72	14,606.97
C I L INC.	91/05/31	10/00	1	070001	070001	03500	CU FT	HOPPER	19,736.22	15,788.97
CANPOTEX LTD.	86/12/31	5/00	1	070002	070002	03500	CU FT	HOPPER	18,259.05	14,607.24
QUEBEC NORTH SHORE AND	88/09/30	15/00	1	070003	070003	03500	CU FT	HOPPER	18,259.05	14,607.24
CANPOTEX LTD	83/02/28	7/00	1	070005	070005	03500	CU FT	HOPPER	18,259.05	14,607.24
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	070006	070006	03500	CU FT	HOPPER	18,259.05	14,607.24
NONE	0/00/00	0/00	2	070008	070009	03500	CU FT	HOPPER	36,518.10	29,214.48
IRCN ORE CO OF CANADA	88/05/31	10/00	1	070010	070010	03500	CU FT	HOPPER	18,259.05	14,607.24
CANPOTEX LTD.	86/12/31	5/00	3	070011	070013	03500	CU FT	HOPPER	54,777.15	43,821.72
QUEBEC NORTH SHORE AND	88/09/30	15/00	1	070015	070015	03500	CU FT	HOPPER	18,259.05	14,607.24
SASKATCHEWAN MINERALS	83/12/31	7/00	3	070017	070019	03500	CU FT	HOPPER	54,777.15	43,821.72
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	070021	070021	03500	CU FT	HOPPER	18,259.05	14,607.24
CANPOTEX LTD.	86/12/31	5/00	1	070022	070022	03500	CU FT	HOPPER	18,259.05	14,607.24
SASKATCHEWAN MINERALS	84/01/31	5/00	1	070023	070023	03500	CU FT	HOPPER	18,259.05	14,607.24
CANPOTEX LTD.	86/12/31	5/00	1	070025	070025	03500	CU FT	HOPPER	18,259.05	14,607.24
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	070026	070026	03500	CU FT	HOPPER	18,259.05	14,607.24
SASKATCHEWAN MINERALS	84/07/31	10/00	1	070027	070027	03500	CU FT	HOPPER	18,259.05	14,607.24
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	070028	070028	03500	CU FT	HOPPER	18,259.05	14,607.24
SASKATCHEWAN MINERALS	84/07/31	10/00	1	070029	070029	03500	CU FT	HOPPER	18,259.05	14,607.24
COMINCO LTD	83/12/31	1/00	1	070030	070030	03500	CU FT	HOPPER	18,439.24	14,751.39
ALGOMA STEEL CORP LTD	84/12/31	5/00	1	070031	070031	03500	CU FT	HOPPER	18,439.24	14,751.39
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	070032	070032	03500	CU FT	HOPPER	18,439.24	14,751.39
SASKATCHEWAN MINERALS	84/01/31	5/00	1	070033	070033	03500	CU FT	HOPPER	18,439.24	14,751.39
CANPOTEX LTD.	86/12/31	5/00	1	070035	070035	03500	CU FT	HOPPER	18,439.24	14,751.39
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	070036	070036	03500	CU FT	HOPPER	18,439.24	14,751.39
IRCN ORE CO OF CANADA	88/05/31	10/00	1	070037	070037	03500	CU FT	HOPPER	18,439.24	14,751.39
NONE	0/00/00	0/00	1	070038	070038	03500	CU FT	HOPPER	18,439.24	14,751.39
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	070040	070040	03500	CU FT	HOPPER	18,439.24	14,751.39
SASKATCHEWAN MINERALS	83/12/31	7/00	1	070043	070043	03500	CU FT	HOPPER	18,439.24	14,751.39
CANPOTEX LTD.	86/12/31	5/00	1	070045	070045	03500	CU FT	HOPPER	18,439.24	14,751.39
CANADA CEMENT LAFARGE, LT.	87/06/30	5/00	1	070047	070047	03500	CU FT	HOPPER	18,439.24	14,751.39

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RPTION TYPE	AAR VALUE	COLLATERAL VALUE
CANPOTEX LTD	83/02/28	7/00	1	070048	070048	03500	CU FT	HOPPER	18,439.24	14,751.39
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	2	070049	070050	03500	CU FT	HOPPER	36,698.29	29,358.63
QUEBEC NORTH SHORE AND	88/09/30	15/00	1	070052	070052	03500	CU FT	HOPPER	18,259.05	14,607.24
BRITISH COLUMBIA RAILWAY	84/03/31	5/00	1	070130	070130	03500	CU FT	HOPPER	26,417.16	21,133.84
MAPLE LEAF MILLS LIMITED	86/11/30	5/00	1	070131	070131	03500	CU FT	HOPPER	26,417.30	21,133.84
ROBIN HOOD MULTIFOODS LTD	87/04/30	5/00	1	070132	070132	03500	CU FT	HOPPER	26,417.30	21,133.84
MAPLE LEAF MILLS LIMITED	87/05/31	5/00	1	070133	070133	03500	CU FT	HOPPER	26,417.30	21,133.84
ROBIN HOOD MULTIFOODS LTD	87/04/30	5/00	1	070134	070134	03500	CU FT	HOPPER	26,417.30	21,133.84
MAPLE LEAF MILLS LIMITED	86/11/30	5/00	1	070135	070135	03500	CU FT	HOPPER	26,417.30	21,133.84
BRITISH COLUMBIA RAILWAY	84/03/31	5/00	1	070136	070136	03500	CU FT	HOPPER	26,417.30	21,133.84
POZZOLANIC INTERNATIONAL	83/04/30	5/00	1	070137	070137	03500	CU FT	HOPPER	26,417.30	21,133.84
MAPLE LEAF MILLS LIMITED	86/11/30	5/00	1	070138	070138	03500	CU FT	HOPPER	26,417.30	21,133.84
ROBIN HOOD MULTIFOODS LTD	87/04/30	5/00	1	070139	070139	03500	CU FT	HOPPER	26,417.30	21,133.84
MAPLE LEAF MILLS LIMITED	87/05/31	5/00	4	070140	070143	03500	CU FT	HOPPER	105,669.20	84,535.36
BRITISH COLUMBIA RAILWAY	84/03/31	5/00	1	070144	070144	03500	CU FT	HOPPER	26,417.30	21,133.84
POZZOLANIC INTERNATIONAL	83/04/30	5/00	2	070145	070146	03500	CU FT	HOPPER	52,834.60	42,267.68
MAPLE LEAF MILLS LIMITED	87/05/31	5/00	1	070147	070147	03500	CU FT	HOPPER	26,417.30	21,133.84
MAPLE LEAF MILLS LIMITED	87/05/31	5/00	1	070149	070149	03500	CU FT	HOPPER	26,417.30	21,133.84
BRITISH COLUMBIA RAILWAY	84/03/31	5/00	1	070150	070150	03500	CU FT	HOPPER	26,417.30	21,133.84
POZZOLANIC INTERNATIONAL	83/04/30	5/00	2	070151	070152	03500	CU FT	HOPPER	52,834.60	42,267.68
ROBIN HOOD MULTIFOODS LTD	87/04/30	5/00	1	070153	070153	03500	CU FT	HOPPER	26,417.30	21,133.84
MAPLE LEAF MILLS LIMITED	86/11/30	5/00	2	070154	070155	03500	CU FT	HOPPER	52,834.60	42,267.68
BRITISH COLUMBIA RAILWAY	86/03/31	5/00	1	070156	070156	03500	CU FT	HOPPER	27,121.50	21,697.20
ROBIN HOOD MULTIFOODS LTD	87/04/30	5/00	2	070157	070158	03500	CU FT	HOPPER	52,834.60	42,267.68
POZZOLANIC INTERNATIONAL	83/04/30	5/00	1	070159	070159	03500	CU FT	HOPPER	26,417.30	21,133.84
C I L INC.	91/05/31	10/00	1	070243	070243	03500	CU FT	HOPPER	27,945.66	22,356.68
PROCTER AND GAMBLE CO	85/08/31	3/00	1	070244	070244	03500	CU FT	HOPPER	25,866.51	20,693.20
COMINCO LTD	83/12/31	5/00	4	070257	070260	03500	CU FT	HOPPER	103,466.04	82,772.80
CANPOTEX LTD.	86/12/31	5/00	1	070261	070261	03500	CU FT	HOPPER	25,866.51	20,693.20
COMINCO LTD	83/12/31	5/00	1	070262	070262	03500	CU FT	HOPPER	25,866.51	20,693.20
COMINCO LTD	83/12/31	5/00	1	070264	070264	03500	CU FT	HOPPER	25,866.51	20,693.20
SASKATCHEWAN MINERALS	84/12/31	5/00	1	070265	070265	03500	CU FT	HOPPER	25,866.51	20,693.20
COMINCO LTD	83/12/31	5/00	1	070266	070266	03500	CU FT	HOPPER	25,866.51	20,693.20
BRITISH COLUMBIA RAILWAY	84/03/31	5/00	1	070267	070267	03500	CU FT	HOPPER	25,866.51	20,693.20
NONE	0/00/00	0/00	1	070268	070268	03500	CU FT	HOPPER	25,866.51	20,693.20
ALGOMA STEEL CORP LTD	84/12/31	5/00	1	070270	070270	03500	CU FT	HOPPER	25,866.51	20,693.20
CANPOTEX LIMITED	83/12/31	5/00	3	070271	070273	03500	CU FT	HOPPER	77,599.53	62,079.60
IRON ORE CO OF CANADA	81/09/30	10/00	1	070274	070274	03500	CU FT	HOPPER	27,946.18	22,356.94
CANPOTEX LIMITED	83/12/31	5/00	1	070275	070275	03500	CU FT	HOPPER	25,866.51	20,693.20
IRON ORE CO OF CANADA	87/12/31	10/00	1	070276	070276	03500	CU FT	HOPPER	25,866.51	20,693.20
CANPOTEX LIMITED	83/12/31	5/00	1	070277	070277	03500	CU FT	HOPPER	25,866.51	20,693.20
CANPOTEX LTD.	86/12/31	5/00	5	070280	070284	03500	CU FT	HOPPER	129,332.55	103,466.00
IRON ORE CO OF CANADA	87/12/31	10/00	2	070285	070286	03500	CU FT	HOPPER	51,733.02	41,386.40
COMINCO LTD	83/12/31	1/00	1	070287	070287	03500	CU FT	HOPPER	25,866.51	20,693.20
CANPOTEX LTD.	86/12/31	5/00	6	070289	070294	03500	CU FT	HOPPER	155,199.06	124,159.20
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	070295	070295	03500	CU FT	HOPPER	25,866.51	20,693.20
CANPOTEX LTD.	86/12/31	5/00	3	070297	070299	03500	CU FT	HOPPER	77,599.53	62,079.60
INTERNATIONAL MINERALS	84/12/31	5/00	1	070302	070302	03500	CU FT	HOPPER	26,115.00	20,892.00
BAMBERGER POLYMERS (CANAD	83/10/31	1/00	1	070303	070303	03500	CU FT	HOPPER	26,115.00	20,892.00
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	070304	070304	03500	CU FT	HOPPER	26,115.00	20,892.00
BRITISH COLUMBIA RAILWAY	86/03/31	5/00	1	070305	070305	03500	CU FT	HOPPER	28,146.75	22,517.40

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUANTITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
MAPLE LEAF MONARCH CO	84/04/30	5/00	1	070306	070306	03500	CU FT	HOPPER	26,115.00	20,892.00
BRITISH COLUMBIA RAILWAY	86/03/31	5/00	4	070307	070310	03500	CU FT	HOPPER	112,587.00	90,069.60
POZZOLANIC INTERNATIONAL	86/05/30	5/00	1	070311	070311	03500	CU FT	HOPPER	26,115.00	20,892.00
FEDERAL WHITE CEMENT LTD	84/04/30	5/00	1	070312	070312	03500	CU FT	HOPPER	26,115.00	20,892.00
FEDERAL WHITE CEMENT LTD	84/04/30	5/00	1	070314	070314	03500	CU FT	HOPPER	26,115.00	20,892.00
DOW CHEMICAL CANADA INC.	84/06/30	7/06	1	070317	070317	03500	CU FT	HOPPER	44,360.31	35,488.24
UNION CARBIDE CANADA LTD	86/05/31	10/00	1	073366	073366	20600	GAL	TANK	45,986.65	36,789.32
UNION CARBIDE CANADA LTD	86/05/31	10/00	1	073372	073372	20600	GAL	TANK	46,072.87	36,858.29
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	1	430000	430000	30700	GAL	TANK	44,289.23	39,860.30
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	1	430001	430001	30600	GAL	TANK	44,289.23	39,860.30
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	4	430002	430005	30700	GAL	TANK	177,156.92	159,441.20
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	1	430006	430006	30600	GAL	TANK	44,289.23	39,860.30
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	1	430007	430007	30700	GAL	TANK	44,289.23	39,860.30
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	1	430008	430008	30600	GAL	TANK	44,289.23	39,860.30
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	1	430009	430009	30700	GAL	TANK	44,289.23	39,860.30
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	1	430010	430010	30600	GAL	TANK	44,289.23	39,860.30
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	2	430011	430012	30700	GAL	TANK	88,578.46	79,720.60
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	2	430013	430014	30600	GAL	TANK	88,578.46	79,720.60
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	1	430015	430015	30700	GAL	TANK	44,289.23	39,860.30
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	1	430016	430016	30600	GAL	TANK	44,289.23	39,860.30
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	1	430017	430017	30700	GAL	TANK	44,289.23	39,860.30
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	3	430018	430020	30600	GAL	TANK	132,980.83	119,682.73
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	1	430021	430021	30700	GAL	TANK	44,402.37	39,962.13
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	7	430022	430028	30600	GAL	TANK	310,816.59	279,734.91
OCELOT INDUSTRIES, LTD.	92/05/31	10/00	1	430029	430029	30700	GAL	TANK	44,402.37	39,962.13
CANPOTEX LTD	85/02/28	5/00	2	455603	455604	04600	CU FT	HOPPER	64,707.76	58,236.98
CANPOTEX LTD	85/02/28	5/00	2	455608	455609	04600	CU FT	HOPPER	64,707.76	58,236.98
CANPOTEX LTD	85/02/28	5/00	1	455611	455611	04600	CU FT	HOPPER	32,353.88	29,118.49
CANPOTEX LTD	85/02/28	5/00	2	455613	455614	04600	CU FT	HOPPER	64,345.59	57,911.02
CANPOTEX LTD	85/02/28	5/00	1	455620	455620	04600	CU FT	HOPPER	32,353.88	29,118.49
CANPOTEX LTD	85/02/28	5/00	2	455624	455625	04600	CU FT	HOPPER	64,707.76	58,236.98
CANPOTEX LTD	85/02/28	5/00	2	455627	455628	04600	CU FT	HOPPER	64,707.76	58,236.98
CANPOTEX LTD	85/02/28	5/00	4	455631	455634	04600	CU FT	HOPPER	129,415.52	116,473.96
CANPOTEX LTD	85/02/28	5/00	2	455636	455637	04600	CU FT	HOPPER	64,707.76	58,236.98
CANPOTEX LTD	85/02/28	5/00	2	455639	455640	04600	CU FT	HOPPER	64,707.76	58,236.98
CANPOTEX LTD	85/02/28	5/00	1	455753	455753	04600	CU FT	HOPPER	32,353.88	29,118.49
CANPOTEX LTD	85/02/28	5/00	1	455762	455762	04600	CU FT	HOPPER	32,353.88	29,118.49
CANPOTEX LTD	85/02/28	5/00	2	455827	455828	04600	CU FT	HOPPER	63,983.42	57,585.06
CANPOTEX LTD	85/02/28	5/00	1	455901	455901	04600	CU FT	HOPPER	31,991.71	28,792.53
CANPOTEX LTD	85/02/28	5/00	6	456090	456095	04600	CU FT	HOPPER	190,592.22	171,532.98
CANPOTEX LTD	85/02/28	5/00	3	456097	456099	04600	CU FT	HOPPER	95,296.11	85,766.49
EUROCAN PULP AND	85/10/31	10/00	37	660000	660036	06600	CU FT	HOPPER	1,091,295.76	873,036.46
EUROCAN PULP AND	85/10/31	10/00	42	660038	660079	06600	CU FT	HOPPER	1,238,964.15	991,171.15
ENCUM TOTAL			771						27,811,752.54	22,491,708.56



CDN FIRST 1967

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
CANADIAN OCCIDENTAL	84/10/19	5/00	1	017303	017303	13200	GAL	TANK	35,830.74	28,664.59
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	2	017304	017305	13200	GAL	TANK	71,661.48	57,329.18
CANADIAN OCCIDENTAL	84/10/19	5/00	1	017306	017306	13200	GAL	TANK	35,830.74	28,664.59
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	017307	017307	13100	GAL	TANK	35,830.74	28,664.59
CANADIAN OCCIDENTAL	84/10/19	5/00	2	017308	017309	13200	GAL	TANK	71,661.48	57,329.18
CANADIAN OCCIDENTAL	0/00/00	5/00	1	017310	017310	13000	GAL	TANK	36,064.67	28,851.73
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	017311	017311	13100	GAL	TANK	35,830.74	28,664.59
CANADIAN OCCIDENTAL	0/00/00	5/00	1	017314	017314	13000	GAL	TANK	36,064.67	28,851.73
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	017315	017315	13000	GAL	TANK	36,064.67	28,851.73
CANADIAN OCCIDENTAL	0/00/00	5/00	1	017316	017316	12900	GAL	TANK	36,064.67	28,851.73
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	017319	017319	13100	GAL	TANK	36,064.67	28,851.73
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	017321	017321	13200	GAL	TANK	35,537.76	28,430.20
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	017322	017322	13000	GAL	TANK	35,246.19	28,196.95
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	017323	017323	13200	GAL	TANK	35,830.74	28,664.59
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	2	017325	017326	13200	GAL	TANK	71,895.41	57,516.32
CANADIAN OCCIDENTAL	0/00/00	5/00	1	017328	017328	13300	GAL	TANK	36,064.67	28,851.73
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	6	017329	017334	13300	GAL	TANK	216,388.02	173,110.38
CANADIAN OCCIDENTAL	0/00/00	5/00	1	017335	017335	13300	GAL	TANK	36,064.67	28,851.73
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	4	017336	017339	13300	GAL	TANK	145,022.30	116,017.81
CANADIAN OCCIDENTAL	0/00/00	5/00	1	017340	017340	13300	GAL	TANK	35,830.74	28,664.59
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	017341	017341	13300	GAL	TANK	36,319.21	29,055.36
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	2	017343	017344	13300	GAL	TANK	72,129.34	57,703.46
CANADIAN OCCIDENTAL	0/00/00	5/00	1	017345	017345	13300	GAL	TANK	36,064.67	28,851.73
PETRO-CANADA EXPLORATION	84/12/31	5/00	1	022000	022000	20800	GAL	TANK	30,239.12	24,191.29
UNION CARBIDE CANADA LTC	84/06/30	5/00	1	022002	022002	20500	GAL	TANK	30,239.16	24,191.32
UNION CARBIDE CANADA LTD	85/11/30	5/00	1	022003	022003	20700	GAL	TANK	30,239.16	24,191.32
OCELOT INDUSTRIES, LTD.	87/05/31	5/00	3	022503	022505	20500	GAL	TANK	84,414.28	67,531.41
IRVING OIL COMPANY LTD	86/05/31	5/00	1	022506	022506	20500	GAL	TANK	28,163.40	22,530.72
OCELOT INDUSTRIES, LTD.	87/05/31	5/00	2	022507	022508	20500	GAL	TANK	56,431.12	45,144.89
IRVING OIL COMPANY LTD	86/05/31	5/00	1	022509	022509	20500	GAL	TANK	28,163.40	22,530.72
OCELOT INDUSTRIES, LTD.	87/05/31	5/00	1	022510	022510	20500	GAL	TANK	28,267.72	22,614.17
IRVING OIL COMPANY LTD	86/05/31	5/00	5	022511	022515	20500	GAL	TANK	141,129.90	112,903.95
PETRO-CANADA EXPLORATION	86/03/31	5/00	1	022516	022516	20500	GAL	TANK	28,267.72	22,614.17
IRVING OIL COMPANY LTD	86/05/31	5/00	1	022518	022518	20600	GAL	TANK	28,267.72	22,614.17
IRVING OIL COMPANY LTD	86/05/31	5/00	1	022519	022519	20500	GAL	TANK	28,163.40	22,530.72
PETRO-CANADA EXPLORATION	86/03/31	5/00	1	022520	022520	20400	GAL	TANK	28,267.72	22,614.17
IRVING OIL COMPANY LTD	86/05/31	5/00	1	022521	022521	20500	GAL	TANK	28,267.72	22,614.17
PETRO-CANADA EXPLORATION	86/03/31	5/00	1	022522	022522	20600	GAL	TANK	28,163.40	22,530.72
REICHHOLD LIMITED	82/12/31	2/00	3	022700	022702	20100	GAL	TANK	123,175.41	98,540.31
ENDASAT S.A. DE C.V.	90/12/31	0/00	1	023940	023940	20700	GAL	TANK	35,994.41	28,795.52
SUNOCO INC	86/05/31	5/00	1	023951	023951	20700	GAL	TANK	35,124.81	28,099.84
SUNOCO INC	86/05/31	5/00	1	023952	023952	20600	GAL	TANK	35,124.81	28,099.84
WESTERN CO OPERATIVES	89/03/31	10/00	1	033072	033072	32700	GAL	TANK	44,555.13	35,644.10
SHERRITT GORDON MINES LTD	89/03/31	10/00	2	033073	033074	32700	GAL	TANK	89,110.26	71,268.20
SHERRITT GORDON MINES LTD	89/03/31	10/00	1	033075	033075	32800	GAL	TANK	44,555.13	35,644.10
C I L INC.	86/02/28	10/00	1	033076	033076	32800	GAL	TANK	46,142.54	36,914.03
SHERRITT GORDON MINES LTD	89/03/31	10/00	4	033077	033080	32800	GAL	TANK	183,979.50	147,183.58
C I L INC.	86/02/28	10/00	1	033081	033081	32900	GAL	TANK	46,142.54	36,914.03
SHERRITT GORDON MINES LTD	89/03/31	10/00	1	033082	033082	32900	GAL	TANK	45,847.21	36,677.76
SHERRITT GORDON MINES LTD	89/03/31	10/00	7	033083	033089	32800	GAL	TANK	322,702.45	258,161.94
C I L INC.	86/02/28	10/00	1	033090	033090	32800	GAL	TANK	46,142.54	36,914.03

Note Sch 2

Completely Restated in 14157-A

LESSEE AND VALUATION OF ENCUMBERED CARS  
ENCUM CODE : C671

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
SHERRITT GORDEN MINES LTD	89/03/31	10/00	1	033091	033091	32800	GAL	TANK	45,847.21	36,677.76
C I L INC.	86/02/28	10/00	1	033092	033092	32800	GAL	TANK	46,142.54	36,914.03
SHERRITT GORDEN MINES LTD	89/03/31	10/00	1	033093	033093	32800	GAL	TANK	46,142.54	36,914.03
C I L INC.	86/02/28	10/00	1	033094	033094	32800	GAL	TANK	46,142.54	36,914.03
SHERRITT GORDEN MINES LTD	89/03/31	10/00	1	033095	033095	32800	GAL	TANK	46,142.54	36,914.03
QUEBEC CARTIER MINING CO	85/11/30	10/00	4	070100	070103	03500	CU FT	HOPPER	85,959.76	68,767.80
POZZOLANIC INTERNATIONAL	83/04/30	5/00	2	070104	070105	03500	CU FT	HOPPER	42,979.88	34,383.90
SASKATCHEWAN MINERALS	84/07/31	10/00	1	070106	070106	03500	CU FT	HOPPER	20,560.53	16,448.42
CANPOTEX LTD.	86/12/31	5/00	1	070107	070107	03500	CU FT	HOPPER	20,560.43	16,448.34
SASKATCHEWAN MINERALS	84/12/31	5/00	1	070108	070108	03500	CU FT	HOPPER	20,560.43	16,448.34
IRON ORE CO OF CANADA	81/09/30	10/00	2	070109	070110	03500	CU FT	HOPPER	44,258.38	35,406.70
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	070111	070111	03500	CU FT	HOPPER	20,560.43	16,448.34
CANPOTEX LTD.	86/12/31	5/00	4	070112	070115	03500	CU FT	HOPPER	82,241.72	65,793.36
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	070116	070116	03500	CU FT	HOPPER	21,944.56	17,555.64
QUEBEC CARTIER MINING CC	85/11/30	10/00	1	070117	070117	03500	CU FT	HOPPER	21,944.56	17,555.64
NORTH AMERICAN CAR (CANAD	07/00/00	15/00	1	070118	070118	03500	CU FT	HOPPER	20,425.97	16,340.77
CANPOTEX LTD.	86/12/31	5/00	1	070119	070119	03500	CU FT	HOPPER	20,425.97	16,340.77
DOW CHEMICAL CANADA INC.	83/07/31	5/00	1	070121	070121	02700	CU FT	HOPPER	20,425.97	16,340.77
DOW CHEMICAL CANADA INC.	86/10/31	5/00	1	070122	070122	03500	CU FT	HOPPER	20,425.97	16,340.77
POZZOLANIC INTERNATIONAL	83/04/30	5/00	2	070123	070124	03500	CU FT	HOPPER	40,851.94	32,681.54
DOW CHEMICAL CANADA INC.	83/07/31	5/00	2	070125	070126	02700	CU FT	HOPPER	40,851.94	32,681.54
MARVELITE INDUSTRIES LTD	91/06/30	10/00	1	070127	070127	03500	CU FT	HOPPER	20,425.97	16,340.77
INDUSTRIAL GRAIN PRODUCTS	83/06/30	5/00	1	070128	070128	03500	CU FT	HOPPER	20,425.97	16,340.77
CANADA CEMENT LAFARGE LTD	85/04/30	5/00	1	070129	070129	03500	CU FT	HOPPER	20,425.97	16,340.77
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	070501	070501	03500	CU FT	HOPPER	18,466.72	14,773.37
ENCUM TOTAL			117						3,839,785.17	3,071,827.61

DEFINITIONS

AAR Value shall have the meaning assigned to it in the Master Agreement.

Affiliate shall have the meaning assigned to it in the Master Agreement.

Business Day shall have the meaning assigned to it in the Master Agreement.

Canadian Company means North American Car (Canada) Limited, an Ontario corporation.

Casualty Occurrence shall have the meaning assigned to it in Section 4 hereof.

Code means the Uniform Commercial Code as adopted and in effect from time to time in Illinois.

Company means North American Car Corporation, a Delaware corporation.

Collateral means all of the property of the Canadian Company described in the Granting Clauses hereof.

Collateral Agent means The First National Bank of Chicago, or its successor selected pursuant to the Inter-creditor Agreement, acting in its capacity as Collateral Agent under the Documents and not in its individual capacity.

Creditors means Bank of America National Trust and Savings Association, The Bank of New York, Bankers Trust Company, Barclays Bank International Limited, California Canadian Bank, Canadian Imperial Bank of Commerce, The Chase Manhattan Bank, N.A., Chemical Bank, Continental Illinois National Bank and Trust Company of Chicago, Credit Lyonnais, Crocker National Bank, Deutsche Bank AG, The First National Bank of Chicago, Fuyo General Lease Co., Ltd., Harris Trust and Savings Bank, Manufacturers Hanover Trust Company, Marubeni Corporation, Morgan Guaranty Trust Company of New York, Orient Leasing Co., Ltd., Seattle First National Bank, Societe Generale, Societe Generale de Banque, Union Bank of Switzerland and Wells Fargo Bank, National Association, and any permitted successors to the interests in the Obligations owing to any such corporation or institution pursuant to the Master Agreement.

Default shall have the meaning assigned to it in Section 10(a) hereof.

Documents shall have the meaning assigned to it in the Master Agreement.

Effective Date shall mean the date this Security Agreement becomes effective pursuant to Section 22 hereof.

Eminent Domain shall have the meaning assigned to it in the Master Agreement.

Equipment means all of the Units.

ETC Agreements shall have the meaning assigned to it in the Master Agreement.

Existing Prior Lien Agreement means the First 1967 Mortgage and the Intercompany Security Agreement.

First 1967 Mortgage means the Deed of Trust and Mortgage dated as of April 15, 1967 between the Canadian Company and Montreal Trust Company, as Trustee, as heretofore and hereafter amended or supplemented.

Intercompany Security Agreement means the Intercompany Security Agreement of even date herewith between the Canadian Company and the Company, as the same may be hereafter amended, modified or supplemented.

Intercreditor Agreement shall have the meaning assigned to it in the Master Agreement.

Lien shall have the meaning assigned to it in the Master Agreement.

Master Agreement means the Master Credit Terms Agreement of even date herewith among the Company, the Creditors and the Collateral Agent, as the same may be hereafter amended, modified or supplemented.

Obligations shall have the meaning assigned to it in the Master Agreement.

Officers' Certificate shall have the meaning assigned to it in the Master Agreement.

Opinion of Counsel means an opinion in writing signed by legal counsel who shall be satisfactory to the Collateral Agent and who may, unless in a particular instance the Collateral Agent shall otherwise require, be an employee of or of counsel to the Canadian Company or the Company. The acceptance by the Collateral Agent of, and its failure to object to, an Opinion of Counsel shall be sufficient evidence that such counsel is satisfactory to the Collateral Agent.

Prior Lien Agreements means one or more of the Existing Prior Lien Agreement, and the Substitute Prior Lien Agreements.

Security Documents shall have the meaning assigned to it in the Master Agreement.

Substitute Prior Lien Agreement shall have the meaning assigned to it in Section 9(c) hereof.

Unit means any unit of railroad equipment described in the Granting Clauses hereof, together with any and all accessories, additions, improvements, parts and equipment owned by the Company and at any time affixed to such unit.

OPINION OF ICC COUNSEL

The opinion of Wilmer, Cutler and Pickering, ICC Counsel to the Canadian Company, to be delivered pursuant to Section 12 of the Security Agreement, shall be satisfactory in form and substance to the Collateral Agent and shall be to the effect that:

Based on an examination of filings with the Interstate Commerce Commission (the "Commission") pursuant to Section 11303(a) of the Interstate Commerce Act (the "Act"), 49 U.S.C. §11303(a):

1. The Security Agreement has been duly filed with the Commission pursuant to Section 11303(a) of the Act, and no other filing, registration or recording is necessary in the United States to protect the Collateral Agent's security interest in the Equipment, the rights of the Canadian Company therein and the rights of the Canadian Company, as lessor, in, to and under all leases thereof.

2. The Equipment described in Schedule 1 to the Security Agreement and the rights of the Canadian Company, as lessor, in, to and under all leases thereof are free and clear of all liens and encumbrances and any claims of third parties other than the Existing Prior Lien Agreement, the

Security Agreement and liens not prohibited under Section 5.01  
of the Master Agreement other than clause (a) thereof.

OPINION OF CANADIAN COUNSEL

The opinion of Osler, Hoskin & Harcourt, Canadian counsel to the Canadian Company, to be delivered pursuant to Section 12 of the Security Agreement, shall be satisfactory in form and substance to the Collateral Agent and shall be to the effect that:

1. The Security Agreement was, within 21 days of the date of the execution thereof, deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada, and all arrangements have been made for publication of notice of such deposit in the Canada Gazette, and no other deposit, filing, registration or recording is necessary for the effective perfection or protection in Canada of the Collateral Agent's security interest in the Equipment described in the Security Agreement.

2. Duly executed counterparts of the Security Agreement, or financing statements with respect to the Collateral, other than the Equipment, described therein, have been registered, filed or recorded within the required time periods in the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba and Ontario, and no other deposit, filing, registration or recording is necessary in such provinces for the effective perfection or protection in such

provinces of the Collateral Agent's security interest in the Collateral, other than the Equipment, described in the Security Agreement.

3. The Security Agreement creates a valid and perfected security interest in favor of the Collateral Agent, enforceable against the Canadian Company in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

4. No consent, approval, authorization or order of, or notice to or registration or filing with, the Canadian Government or any province or any subdivision of any of them or any agency or department of any of them, other than the deposits, filings and recordations referred to in paragraphs 1 and 2, is necessary in connection with the execution by the Company of the Master Agreement and the execution by the Canadian Company and the Company of the Security Agreement or any transaction contemplated by either thereof.

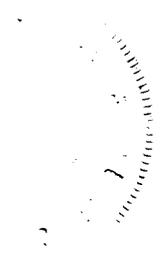
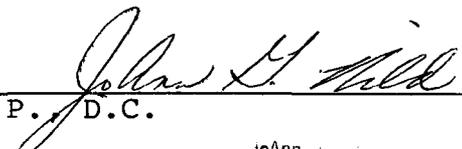
OPINION OF UNITED STATES COUNSEL

The opinion of Pedersen & Houpt P.C., United States counsel to the Canadian Company, to be delivered pursuant to Section 12 of the Security Agreement, shall be satisfactory in form and substance to the Collateral Agent and shall be to the effect that duly executed counterparts of the Security Agreement, or a financing statement with respect to the Collateral, other than the Equipment, described therein, have been filed pursuant to the Code in the State of Illinois, and no other filing, registration or recording is necessary for the effective perfection or protection in the United States of the Collateral Agent's security interest in the Collateral, other than the Equipment, described in the Security Agreement.

City of Washington )  
District of Columbia ) SS

I, JoAnn G. Wild, a notary public  
in and for the District of Columbia do hereby certify  
that annexed hereto, is a true, complete and correct  
copy of the Canadian Cars Security Agreement, dated  
September 8, 1983.

Given under my hand and seal this 12th day of  
September 1983.

  
  
N.P., D.C.

JoAnn G. Wild  
Notary Public, District of Columbia  
My Commission Expires Dec. 15, 1987