CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY

RECORDATION NO. 14234 Filed 1425

DEC 21 1983

File No. A-12147 (A-386)

DEC 27 1983 -10 10 AM

INTERSTATE COMMERCE COMMISSION

OFFICE OF THE SECRETARY
DIRECT DIAL NUMBER
(312) 559-6165

RECORDATION NO. 14234-A Filed 1425

No. 361A051

Date DEC 27 1983

Fee $ 100.00

ICC Washington, D.C.

Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

DEC 27 1983 -10 10 AM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Conditional Sale Agreement and Agreement and Assignment both dated as of December 5, 1983, covering one (1) SD-45 locomotive, thirty five (35) covered coil steel flat cars ad two hundred seventy one (271) 50 ft. box cars listed in Schedule A attached to the Agreement.

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

1. Conditional Sale Agreement between North Western Leasing Company, One North Western Center, Chicago, IL 60606 and this Company, One North Western Center, Chicago, IL 60606.

2. Agreement and Assignment between Continental Illinois National Bank of Chicago, Assignee, 231 South LaSalle Street, Chicago, Illinois 60693 and North Western Leasing Company, One North Western Center, Chicago, IL 60606.

Enclosed is our check for $100.00 for your recording fee. Please assign a sub-file number for the Agreement and Assignment. Keep one counterpart for your files and return the other counterparts showing your recordation data.

Counterpart - Rec'd

Sincerely,

J. S. Edwards
Assistant Secretary

RECEIVED
DEC 27 9 59 AM '83
I.C.C.
FEE OPERATION BR.

Enclosure

cc: R. D. Smith
R. A. Jahnke
D. E. Waller
R. F. Guenther

D. E. Stockham, Attn: P. J. Brod
Arthur Andersen & Co.,
Attn: G. Holdren

cs/f-172

RECORDATION NO. 14234-A
Filed 1425
DEC 27 1983 -1) 10 AM
INTERSTATE COMMERCE COMMISSION

AGREEMENT AND ASSIGNMENT

Dated as of December 5, 1983

between

NORTH WESTERN LEASING COMPANY

and

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS AGENT

AGREEMENT AND ASSIGNMENT dated as of December 5, 1983, between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO acting as Agent under a Finance Agreement dated as of April 1, 1983 (hereinafter called the Finance Agreement) (said Agent, so acting, being hereinafter called the Assignee) and NORTH WESTERN LEASING COMPANY (hereinafter called the Assignor).

WHEREAS, the Assignor and Chicago and North Western Transportation Company (hereinafter called the Railroad), have entered into a Conditional Sale Agreement dated as of the date hereof (hereinafter called the Conditional Sale Agreement), covering the sale and delivery on the conditions therein set forth, by the Assignor and the purchase by the Railroad of the railroad equipment described in Schedule A to the Conditional Sale Agreement (said equipment being hereinafter called the Equipment);

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (hereinafter called this Assignment) WITNESSETH: That in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained:

SECTION 1. The Assignor hereby assigns and transfers and sets over unto the Assignee, its successors and assigns:

(a) all the right, title and interest of the Assignor in and to each unit of Equipment when and as severally delivered to and accepted by the Railroad, and when and as the amount required to be paid for such unit is paid to the Assignor by the Assignee pursuant to Section 4 hereof;

(b) all the right, title and interest of the Assignor in and to the Conditional Sale Agreement (except the right to supply and deliver the Equipment and the right to receive the payments specified in subparagraph (a) of the third paragraph of Article 4 thereof and reimbursements for taxes paid by the Assignor as provided in Article 5 thereof) and in and to any and all amounts which may be or become due or owing by the Railroad to the Assignor under the Conditional Sale Agreement in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment and interest thereon, and in and to any other sums becoming due from the Railroad under the Conditional Sale Agreement, other than those hereinabove excluded; and

(c) except as limited by subparagraph (b) hereof, all the Assignor's rights, powers, privileges and remedies under the Conditional Sale Agreement;

without any recourse against the Assignor (except as otherwise provided in Section 3 hereof) for or on account of the failure of the Railroad to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement; provided, however, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the liability of the Assignor to sell and deliver the Equipment or otherwise under the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of Article 15 of the Conditional Sale Agreement, all obligations of the Assignor to the Railroad with respect to the Equipment shall be and remain enforceable by the Railroad, its successors and assigns, against and only against the Assignor. In furtherance of the foregoing assignment and transfer, the Assignor hereby authorizes and empowers the Assignee, in the Assignee's own name or in the name of the Assignee's nominee, or in the name of and as attorney hereby irrevocably constituted for the Assignor, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and to ask, demand, sue for and enforce compliance by the Railroad with the terms and agreements on its part to be performed under the Conditional Sale Agreement, but, except as otherwise provided in Section 3 hereof, as between the Assignor and the Assignee, at the expense and liability and for the sole benefit of the Assignee.

SECTION 2. The Assignor agrees that it shall sell and deliver the Equipment in full accordance with the provisions of the Conditional Sale Agreement; and that notwithstanding this Assignment it will perform and fully comply with each of and all the covenants and conditions of the Conditional Sale Agreement set forth to be performed and complied with by the Assignor. The Assignor further agrees that it will warrant to the Assignee and the Railroad that at the time of delivery of each unit of the Equipment under the Conditional Sale Agreement it had legal title to such unit and good and lawful right to sell such unit and that title to such unit was free of all claims, liens, security interests and other encumbrances (other than those created by any general mortgage of the Railroad, all of which the Assignor hereby agrees to cause to be released on or before the Closing Date [as defined in Article 4 of the Conditional Sale Agreement] for such unit; other than any Permitted Encumbrances [as defined in Article 12 of the Conditional Sale Agreement]; other than those created by the Conditional Sale Agreement; and other than the rights of the Assignee under this Assignment); and the Assignor further agrees that it will defend the title to each unit of the Equipment against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Assignor under the Conditional Sale Agreement, including those created by any general mortgage of the Railroad or any

Permitted Encumbrances; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Railroad thereunder.

SECTION 3. Notwithstanding anything herein to the contrary, the Assignor agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the Conditional Sale Agreement for any installment of, or interest on, indebtedness in respect of the Purchase Price of the Equipment or to enforce any provision of the Conditional Sale Agreement, the Assignor will indemnify, protect and hold harmless the Assignee from and against all injuries, liabilities, claims, demands, costs, charges, expenses, losses or damages suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of the Railroad arising out of a breach by the Assignor of any obligation with respect to the Equipment or the manufacture, construction, reconstruction, possession, purchase, delivery, installation, ownership, use, repair, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Railroad by the Assignor.

The Assignor agrees that any amounts payable to it by the Railroad with respect to the Equipment, whether pursuant to the Conditional Sale Agreement or otherwise, not hereby assigned to the Assignee, shall not be secured by any lien, charge or security interest upon the Equipment or any unit thereof.

SECTION 4. The Assignee, on each Closing Date fixed as provided in Article 4 of the Conditional Sale Agreement with respect to each Group (as defined in said Article 4) of Equipment, shall pay to the Assignor an amount equal to the portion of the aggregate Purchase Price of the units of Equipment in such Group as shown on the invoice or invoices therefor then being settled for which, under the terms of said Article 4(b) of the Conditional Sale Agreement, is payable in installments, provided that there shall have been delivered to the Assignee, as provided in Article 15 of the Conditional Sale Agreement, the following documents, in form and substance satisfactory to it and to its counsel, in such number of counterparts as may be reasonably requested:

(a) a bill of sale from the Assignor to the Assignee transferring to the Assignee all right, title and interest of the Assignor in the units of Equipment in the Group, warranting to the Assignee that at the time of delivery of such units under the Conditional Sale Agreement the Assignor had legal title to such units and good and lawful right to sell such units and that such units were free of all claims, liens, security interests and other encumbrances (other than any Permitted Encumbrances; other than those created by any general mortgage of the Railroad;

other than those created by the Conditional Sale Agreement; and other than the rights of the Assignee under this Assignment); warranting to the Assignee that on the date of such bill of sale such units were free of all claims, liens, security interests and other encumbrances created by any general mortgage of the Railroad which are prior or equal to the security interest of the Assignee in such units; and covenanting to defend the title to such units against the demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Assignor under the Conditional Sale Agreement including Permitted Encumbrances and those created by any general mortgage of the Railroad;

(b) a Certificate or Certificates of Acceptance with respect to the units of Equipment in the Group, as contemplated by Article 3 of the Conditional Sale Agreement;

(c) an invoice of the Assignor for the units of Equipment in the Group for which settlement is then being made, in each case accompanied by or having endorsed thereon a certification by the Railroad as to the correctness of the prices stated therein and compliance with the definition of "Collateral Value" contained in the Finance Agreement with respect to such units;

(d) an opinion of counsel for the Railroad dated as of such Closing Date, to the effect that (i) the Finance Agreement, assuming due authorization, execution and delivery by the parties thereto other than the Railroad and its subsidiaries, has been duly authorized, executed and delivered by the Railroad and the Assignor and is a legal, valid and binding instrument enforceable in accordance with its terms, (ii) the Conditional Sale Agreement has been duly authorized, executed and delivered by the Railroad and the Assignor and is a legal, valid and binding instrument, enforceable in accordance with its terms, (iii) this Assignment and the Acknowledgement of Notice of Assignment (hereinafter called the "Acknowledgement") have been duly authorized, executed and delivered by the Assignor and Railroad and, assuming due authorization, execution and delivery of this Assignment by the Assignee, are legal, valid and binding instruments, (iv) the Assignee is vested with all the rights, titles, interests, powers and privileges purported to be assigned to it by this Assignment, (v) the Assignee has a valid and perfected security interest in the units of the Equipment and such units, at the time of delivery thereof to the Railroad under the Conditional Sale Agreement, were free from all claims, liens, security interests and other encumbrances (other than any Permitted Encumbrances; other than those created by any general mortgage of the Railroad, all of which have been released; other than those created by the Conditional Sale Agreement; and other than the rights

of the Assignee under this Assignment), (vi) no approval of the Interstate Commerce Commisssion or any other governmental authority is necessary for the valid execution and delivery of the Finance Agreement, the Conditional Sale Agreement, this Assignment or the Acknowledgement, or if any such approval is necessary, it has been obtained, (vii) the Conditional Sale Agreement and this Assignment with the Acknowledgement have been duly filed with the Interstate Commerce Commission in accordance with 49 U.S.C. § 11303 and, for the units of rolling stock in the Equipment, no other filing or recordation is necessary for the protection of the rights of the Assignee in any state of the United States of America or in the District of Columbia, (viii) the Railroad is a duly organized and validly existing corporation in good standing under the laws of its jurisdiction of incorporation, the Railroad has duly qualified and is authorized to do business and is in good standing in each other jurisdiction where the character of its properties or the nature of its activities makes such qualification necessary and the Railroad has all requisite power and authority to own its properties and to carry on its business as now conducted, (ix) there is no condition, restriction or requirement in the documents constituting the corporate charter of the Railroad adversely relating to or affecting the execution and delivery by the Railroad of the Conditional Sale Agreement, the Finance Agreement, or the Acknowledgement or the enforceability thereof in accordance with their respective terms or requiring any approval of its stockholders in respect thereof, (x) neither the execution and delivery of the Conditional Sale Agreement, the Finance Agreement, the Acknowledgement and this Assignment, nor the consummation of the transactions therein and herein contemplated, nor the fulfillment of the terms thereof and hereof, will conflict with or result in a violation of, or constitute a default under, any of the terms, conditions or provisions of any law, regulation, order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or of any agreement or instrument to which the Railroad is now a party or by which it is bound and (xi) the Railroad has in the negotiation, execution and delivery of the Conditional Sale Agreement, the Finance Agreement, the Acknowledgment and this Assignment complied in all respects with the competitive bidding requirements of 15 U.S.C. Section 20 and the regulations prescribed by the Interstate Commerce Commission in 49 C.F.R. Part 1010;

(e) an opinion of counsel for the Assignor, dated as of such Closing Date, to the effect that (i) the Assignor is a duly organized and validly existing corporation in good standing under the laws of its jurisdiction of incorporation, the Assignor has duly qualified and is authorized to do business and is in good standing in each other

jurisdiction where the character of its properties or the nature of its activities makes such qualification necessary and the Assignor has all requisite power and authority to own its properties and to carry on its business as now conducted, (ii) the Finance Agreement, assuming due authorization, execution and delivery by the parties thereto other than the Railroad and its subsidiaries (other than Assignor), has been duly authorized, executed and delivered and is a legal, valid and binding instrument enforceable in accordance with its terms, (iii) the Conditional Sale Agreement has been duly authorized, executed and delivered by the Assignor and, assuming due authorization, execution and delivery by the Railroad, is a legal and valid instrument binding upon the Assignor and enforceable against the Assignor in accordance with its terms, (iv) this Assignment has been duly authorized, executed and delivered by the Assignor and, assuming due authorization, execution and delivery by the Assignee, is a legal and valid instrument binding upon the Assignor and enforceable in accordance with its terms, (v) the Assignee is vested with all the rights, titles, interests, powers and privileges purported to be assigned to it by this Assignment, (vi) the bill of sale referred to in subpara graph (a) of this paragraph has been duly authorized, ex ecuted and delivered by the Assignor and is valid and effective to transfer the security interest of the Assignor in and to the units of Equipment to the Assignee, free from all claims, liens, security interests and other encumbrances of any nature (other than any Permitted Encumbrances, other than those created by the Conditional Sale Agreement and other than the rights of the Assignee under this Agreement) arising from, through or under the Assignor, (vii) there is no condition, restriction or requirement in the documents constituting the corporate charter of the Assignor adversely relating to or affecting the execution and delivery by the Assignor of the Conditional Sale Agreement, the Finance Agreement and this Assignment or the enforceability thereof and hereof in accordance with their respective terms or requiring any approval of its stockholders in respect thereof or hereof, and (viii) neither the execution and delivery of the Conditional Sale Agreement, the Finance Agreement or this Assignment, nor the consummation of the transactions therein and herein contemplated, nor the fulfillment of the terms thereof and hereof, will conflict with or result in a violation of, or constitute a default under, any of the terms, conditions or provisions of any law, regulation, order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or of any instrument to which the Assignor is now a party or by which it is bound; and

(f) a certificate of an officer of the Railroad dated as of such Closing Date, to the effect that no Event of Default, or event which with the lapse of time and/or

demand or giving of notice would constitute an Event of Default under the Conditional Sale Agreement or the Finance Agreement, shall have occurred and is then continuing and no tax liens (including, without limitation, tax liens filed pursuant to Section 6323 of the Internal Revenue Code of 1954, as amended) have been filed and are currently in effect which would adversely affect the security interest of the Assignee in the Equipment.

In giving the opinions specified in subparagraphs (d) and (e) of the first paragraph of this Section 4, counsel may qualify any opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally. In giving the opinions specified in clause (v) of subparagraph (d) and clause (vi) of subparagraph (e), insofar as they relate to title being vested in the Assignor free of all claims, liens, security interests and other encumbrances at the time of acquisition thereof by the Assignor, counsel may rely (A) with respect to a vendor to the Assignor which is either the Railroad or one of its subsidiaries, upon a certificate of an authorized officer of the Railroad setting forth the agreements and instruments, if any, to which the Equipment (or any interest therein) had been subject immediately prior to and at the time of such acquisition, provided that such counsel states that he has examined such certificate and, based upon his experience as counsel to the Railroad and its subsidiaries he believes that he is justified in relying on such certificate and, (B) as to vendors to the Assignor other than the Railroad or any of its subsidiaries, solely upon the warranties and representations made by such vendors to the Assignor in their bills of sale to the Assignor and upon any opinions of counsel for such vendors.

The obligation of the Assignee hereunder to make any payment provided for in this Section 4 is hereby expressly conditioned upon the Assignee's having on deposit, pursuant to the terms of the Finance Agreement, sufficient funds available thereunder to make such payment. The Assignee shall not be obligated to make payment at any time after the commencement of any proceedings specified in clause (d) or (e) of Article 16 of the Conditional Sale Agreement or if any other Event of Default, or any event which with the lapse of time and/or demand or giving of notice would constitute an Event of Default, shall have occurred and be continuing under the Conditional Sale Agreement or the Finance Agreement. In the event that the Assignee shall not make payment for the Group, the Assignee shall reassign to the Assignor, without recourse to the Assignee, all right, title and interest of the Assignee in and to the units of the Equipment.

SECTION 5. The Assignee may assign all or any of its rights hereunder and under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Railroad thereunder. In the event of any such assignment any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 6. The Assignor hereby:

(a) represents and warrants to the Assignee, its successor and assigns, that the Conditional Sale Agreement was duly authorized by it and lawfully executed and delivered by it for a valid consideration, that, assuming due authorization, execution and delivery by the Railroad, the Conditional Sale Agreement is, in so far as the Assignor is concerned, a legal, valid and existing agreement binding upon it and the Railroad in accordance with its terms and that it is now in force without amendment thereto;

(b) agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be; and

(c) agrees that, upon request of the Assignee, successors and assigns, it will, subsequent to payment by the Assignee to such Assignor of the amounts required to be paid under Section 4 hereof, execute any and all instruments which may be necessary or proper in order to discharge of record the Conditional Sale Agreement or any other instrument evidencing any interest of the Assignor therein or in the Equipment.

SECTION 7. The terms of this Assignment and all rights and obligations hereunder shall be governed by the internal laws of the State of Illinois; provided, however, that the parties shall be entitled to all the rights conferred as provided in Article 23 of the Conditional Sale Agreement.

SECTION 8. The Assignee agrees to deliver an executed counterpart of this Assignment to the Railroad, which delivery shall constitute due notice of the assignment hereby made. Although this Assignment is dated for convenience as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively the date or dates stated in the acknowledgments hereto annexed.

SECTION 9. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due authority, have caused this instrument to be executed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

NORTH WESTERN LEASING COMPANY

BY _____
Vice President

[CORPORATE SEAL]

ATTEST:

_____
ASSISTANT SECRETARY

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY
OF CHICAGO, as Agent

By _____
Vice President

[Corporate Seal]

ATTEST:

_____
Banking Officer

L/P-578.4

STATE OF ILLINOIS)
COUNTY OF COOK) SS.:

On this 20th day of December, before me personally appeared T. A. TINGLEFF, to me personally known, who, being by me duly sworn, says that he is a Vice President of NORTH WESTERN LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beverly A. Litterson
Notary Public

[Notarial Seal]

My Commission expires 2/14/84

STATE OF ILLINOIS)
COUNTY OF COOK) SS.:

On this 21st day of December, 1983, before me personally appeared Peter D. Horne, to me personally known, who, being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking 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 national banking association.

Notary Public

[Notarial Seal]

My Commission expires

MY COMMISSION EXPIRES JUNE 6, 1984

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY hereby acknowledges due notice of and consents to the assignment made by the foregoing Agreement and Assignment.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By _____
Vice President

SCHEDULE A

QUANTITY	DESCRIPTION	RAILROAD SYSTEM NO.	PURCHASE PRICE
1	SD-45 Locomotive	CNW 6500	$ 600,000
35	Covered Coil Steel Flat Car	CNW 39600	$ 30,046
		39602	
		39603	
		39604	
		39606	
		39607	
		39608	
		39610	
		39613	
		39614	
		39615	
		39616	
		39617	
		39619	
		39620	
		39621	
		39624	
		39626	
		39628	30,231
		39629	
		39630	
		39631	30,046
		39632	
		30633	
		39635	
		39636	
		39638	30,231
		39639	
		39642	
		39643	
		39644	
		39645	
		39646	
		39647	
		39649	
		Subtotal	$1,053,830
271	50' Box Cars	CNW 150100	$ 29,224
		150101	
		150102	
		150103	
		150104	
		150105	

SCHEDULE A

QUANTITY	DESCRIPTION	RAILROAD SYSTEM NO.	PURCHASE PRICE
	50' Box Cars	CNW 150106	$ 29,224
		150107	
		150108	
		150110	
		150111	
		150112	
		150113	
		150114	
		150115	
		150116	
		150117	
		150118	
		150119	
		150120	
		150121	
		150122	
		150123	
		150124	
		150125	
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		150136	
		150137	
		150138	
		150139	
		150140	
		150142	
		150144	
		150145	
		150146	
		150147	
		150148	
		150149	
		160000	24,823
		160001	
		160002	

SCHEDULE A

QUANTITY	DESCRIPTION	RAILROAD SYSTEM NO.	PURCHASE PRICE
	50' Box Cars	CNW 160003	$ 24,823
		160004	
		160005	
		160006	
		160008	
		160009	
		160010	
		160011	
		160012	
		160013	
		160014	
		160015	
		160016	
		160018	
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		160033	
		160034	
		160035	
		160036	
		160038	
		160039	
		160040	
		166041	
		160042	
		160045	
		160049	
		160050	
		160051	
		160052	
		160053	
		160054	
		160055	
		160056	
		160057	

SCHEDULE A

QUANTITY	DESCRIPTION	RAILROAD SYSTEM NO.	PURCHASE PRICE
	50' Box Cars	CNW 160059	$ 24,823
		160061	
		160062	
		160063	
		160064	
		160065	
		160067	
		160068	
		160069	
		160070	
		160071	
		160072	
		160073	
		160074	
		160075	
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		160090	
		160091	
		160093	
		160094	
		166095	
		160096	
		160097	
		160098	
		160100	
		160101	
		160102	
		160103	
		160104	
		160105	
		160106	
		160108	

SCHEDULE A

QUANTITY	DESCRIPTION	RAILROAD SYSTEM NO.	PURCHASE PRICE
	50' Box Cars	CNW 160109	$ 24,823
		160111	
		160112	
		160113	
		160114	
		160115	
		160116	
		160117	
		160118	
		160119	
		160120	
		160121	
		160122	
		160123	
		160124	
		160125	
		160126	
		160127	
		160128	
		160129	
		160130	
		160131	
		160132	
		160133	
		160134	
		160135	
		160136	
		160137	
		160138	
		160139	
		160140	
		160141	
		166142	
		160145	
		160146	
		160147	
		160148	
		160149	
		160150	
		160151	
		160152	
		160153	
		160154	
		160155	

SCHEDULE A

QUANTITY	DESCRIPTION	RAILROAD SYSTEM NO.		PURCHASE PRICE
	50' Box Cars	CNW	160156	$ 24,823
			160158	
			160159	
			160161	
			160163	
			160164	
			160165	
			160166	
			160167	
			160168	
			160170	
			160171	
			160172	
			160173	
			160174	
			160175	
			160177	
			160178	
			160179	
			160181	
			160182	
			160183	
			160184	
			160185	
			160187	
			160188	
			160190	
			160191	
			160193	
			160195	
			160196	
			166198	
			160199	
			160200	
			160201	
			160202	
			160203	
			160204	
			160205	
			160206	
			160209	
			160210	
			160211	

SCHEDULE A

QUANTITY	DESCRIPTION	RAILROAD SYSTEM NO.	PURCHASE PRICE
	50' Box Cars	CNW 160213	$ 24,823
		160214	
		160216	
		160219	
		160220	
		160221	
		160222	
		160224	
		160225	
		160226	
		160227	
		160228	
		160230	
		160231	
		160232	
		160234	
		160235	
		160236	
		160237	
		160238	
		160241	
		160243	
		160244	
		160246	
		160247	
		160248	
		160249	
		160250	
		160251	
		160252	
		160253	
		160255	
		166256	
		160257	
		160261	
		160262	
		160264	
		160266	
		160267	
		160268	
		160269	
		160270	
		160272	
		160273	

SCHEDULE A

QUANTITY	DESCRIPTION	RAILROAD SYSTEM NO.	PURCHASE PRICE
	50' Box Cars	CNW 160274	$ 24,823
		160275	
		Subtotal	$ 6,933,880
		Total	$ 8,587,710