

RECORDATION NO. 21448 FILED

JUN 5 '98 11-40AM

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.  
20006-2973  
(202) 393-2266  
FAX (202) 393-2156

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

June 5, 1998

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are four (4) copies of a General Security Agreement, dated as of May 22, 1998, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Borrower: Newcourt Rail, L.L.C.  
Three First National Plaza  
70 West Madison Street, Suite 5360  
Chicago, Illinois 60602-4208

Secured Party: The First National Bank of Chicago  
One First National Plaza  
Chicago, Illinois 60670

A description of the railroad equipment covered by the enclosed document is set forth on the Schedule A thereto and the leases relating to such equipment is set forth on Schedule B thereto.

*Counter parts - filed*

JUN 5 11 38 AM '98

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Mr. Vernon A. Williams  
June 5, 1998  
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg  
Enclosures

**EXECUTION COPY**

**GENERAL SECURITY AGREEMENT**

RECORDATION NO. 21448 FILED

**JUN 5 '98**

**11-40AM**

**NEWCOURT RAIL, L.L.C.,  
as Borrower**

- and -

**THE FIRST NATIONAL BANK OF CHICAGO,**

**as Collateral Agent**

- and -

**NEWCOURT FINANCIAL USA INC.,  
as Administrative Agent**

## TABLE OF CONTENTS

### ARTICLE 1 INTERPRETATION

1.1	Defined Terms	2
1.2	Collateral	3
1.3	Meanings Under the Code	4
1.4	Number, Gender and Persons	4
1.5	Currency	4
1.6	Sections and Headings	4
1.7	Severability	4
1.8	Certain Phrases	4

### ARTICLE 2 SECURITY INTEREST

2.1	Grant of Security Interest	4
2.2	Reserved Rights	8
2.3	Copies	9
2.4	Specific Assignments	9
2.5	Delivery of Instruments, Securities,	10
2.6	Accounts	10
2.7	Schedules and Supplemental Schedules	10

### ARTICLE 3 RECEIPT OF ACCOUNTS AND PROCEEDS

3.1	Proceeds and Accounts Received in Trust	10
-----	---	----

### ARTICLE 4 DEFAULT AND REMEDIES

4.1	Remedies Upon Default	11
4.2	Application of Proceeds	13
4.3	Sale of Collateral	13
4.4	Reference to Collateral Agent Includes Receiver	14
4.5	Payment of Expenses	14
4.6	Payment of Deficiency	14
4.7	No Obligation to Enforce	14
4.8	Indemnity	14

**ARTICLE 5  
POSSESSION OF COLLATERAL BY THE COLLATERAL AGENT**

5.1 Possession ..... 14

**ARTICLE 6  
CONTINUING OBLIGATIONS**

6.1 Continuing Obligations ..... 15

**ARTICLE 7  
GENERAL PROVISIONS**

7.1 Remedies Cumulative and Waivers ..... 15  
7.2 Effective Date and Termination ..... 16  
7.3 Registrations ..... 16  
7.4 Notice ..... 17  
7.5 Further Assurances ..... 17  
7.6 Continuing Security ..... 18  
7.7 Agreement Paramount ..... 18  
7.8 Amendment of Agreement ..... 18  
7.9 Invalidity of Provisions ..... 18  
7.10 Time ..... 18  
7.11 Successors and Assigns ..... 18  
7.12 Power of Attorney ..... 18  
7.13 Applicable Laws ..... 19

**GENERAL SECURITY AGREEMENT**

**THIS AGREEMENT** made as of the 22nd day of May, 1998.

**AMONG:**

**NEWCOURT RAIL, L.L.C.,**

(hereinafter referred to as the "**Borrower**"),

- and -

**THE FIRST NATIONAL BANK OF CHICAGO,**  
in its capacity as Collateral Agent,

(hereinafter referred to as the "**Collateral Agent**"),

- and -

**NEWCOURT FINANCIAL USA INC.,**  
in its capacity as Administrative Agent,

(hereinafter referred to as the "**Administrative Agent**"),

WHEREAS pursuant to a loan agreement of even date herewith (such agreement, as the same may be amended, modified, supplemented, restated or replaced from time to time, the "**Loan Agreement**") made among the Borrower, Newcourt Financial USA Inc., as initial lender (the "**Initial Lender**") and the Administrative Agent, the Initial Lender has agreed to make a credit facility available to the Borrower;

AND WHEREAS as security for the due and punctual payment and performance of the Obligations, the Borrower has agreed to execute in favour of the Collateral Agent for the benefit of the Lenders and the Administrative Agent this Agreement and the other Security Documents;

NOW THEREFORE in consideration of the premises and mutual covenants hereinafter contained and for other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties) the parties hereto agree as follows:

**ARTICLE 1**  
**INTERPRETATION**

**1.1**        **Defined Terms.** All capitalized terms used herein, including in the recitals, which are not defined herein or in the Code shall, unless the context otherwise requires, have the respective meanings assigned thereto in the Loan Agreement. In this Agreement and in any amendments hereto, the following terms shall have the following meanings, respectively:

- (a)        "**Agreement**" means this Agreement and all Schedules hereto, and the same may be amended, modified, supplemented, restated or replaced from time to time;
- (b)        "**Code**" means the *Uniform Commercial Code*, as now in effect, or any legislation that may be substituted therefor, and each as from time to time amended, in the State of Illinois;
- (c)        "**Collateral**" has the meaning specified in Section 2.1;
- (d)        "**Current Railcar Leases**" means the Railcar Leases listed on Schedule B hereto;
- (e)        "**Deficiency**" means, at any time, the difference, if any, between:
  - (i)        the aggregate of:
    - (A)        all amounts due and payable by the Borrower to the Lenders, the Administrative Agent or the Collateral Agent in respect of the Obligations at that time; and
    - (B)        the Expenses incurred prior to that time; and
  - (ii)       the proceeds of disposition received by the Collateral Agent from a disposition of the Collateral;
- (f)        "**Excepted Payments**" means:
  - (i)        proceeds of public liability insurance or any government indemnity in lieu thereof payable as a result of claims paid for the benefit of, or losses suffered by, the Borrower which are payable directly to the Borrower;
  - (ii)       any indemnity payable by any of the Lessees in favour of the Borrower or any director, officer, employee, agent, advisor or representative of the Borrower pursuant to the applicable provisions of the applicable Railcar Lease;

- (iii) any proceeds of liability insurance payable to the Borrower under insurance maintained by each Lessee pursuant to the terms of each Railcar Lease;
  - (iv) all Proceeds of amounts payable under clauses (i) through (iii);
  - (v) the rights of the Borrower to pursue legal remedies to compel payment by a Lessee of any of the amounts referred to in the foregoing clauses (i) through (iv); and
  - (vi) any amount of interest payable in respect of any amount referred to in clauses (i) through (v) above;
- (g) "**Lease Event of Default**" means the occurrence of a default or an event, which with the giving of notice, with lapse of time or both, would constitute a default by a Lessee pursuant to the terms of any Railcar Lease;
- (h) "**Obligations**" means all indebtedness, liabilities and obligations (whether direct, indirect, absolute, contingent or otherwise and whether in respect of principal or interest thereon) of any kind or nature now or at any time and from time to time of the Borrower to the Lenders, the Administrative Agent or the Collateral Agent under, pursuant to or by virtue of any of the Loan Documents or the Collateral Agency Agreement;
- (i) "**Proceeds**" means proceeds as defined in the Code, together with all proceeds of, and all other profits, products, accessions, rents or receipts, including money, in whatever form, arising directly or indirectly from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or other realization upon, Collateral, including all claims of the Borrower against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any Collateral, and any condemnation or requisition payments with respect to any Collateral or other payment that indemnifies or compensates for loss or damage to the Collateral, in each case whether now existing or hereafter arising;
- (j) "**Security Interest**" has the meaning specified in Section 2.1 and, where the context permits, shall include the Lien created under any other Security Documents; and
- (k) "**Specified Accounts**" means, collectively, the General Account and the Working Capital Account.

**1.2 Collateral.** Wherever used herein in relation to the rights and remedies of the Collateral Agent hereunder, the term "Collateral" shall, where the context permits, mean the whole or any part of the Collateral.

**1.3**            **Meanings Under the Code.** All terms used herein which are not defined herein and which are defined in the Code shall, unless the context otherwise requires, have the respective meanings assigned thereto in the Code.

**1.4**            **Number, Gender and Persons.** In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders.

**1.5**            **Currency.** All monetary amounts in this Agreement refer to United States currency.

**1.6**            **Sections and Headings.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

**1.7**            **Severability.** To the extent permitted by law, if any provision herein is determined to be void, voidable or unenforceable, in whole or in part, such determination shall not affect or impair or be deemed to affect or impair the validity of any other provision hereof and all the provisions hereof are hereby declared to be separate, severable and distinct.

**1.8**            **Certain Phrases.** In this Agreement, the words "including" and "includes" means "including (or includes) without limitation".

## **ARTICLE 2**

### **SECURITY INTEREST**

**2.1**            **Grant of Security Interest.** As security for the due and punctual payment of the principal and interest on the Notes and all other Obligations and the performance and observance by the Borrower of all the covenants made by or on its behalf and the conditions contained in this Agreement, the other Loan Documents and the Collateral Agency Agreement and all other Obligations, for the benefit of the Administrative Agent, the Collateral Agent and the Lenders, the Borrower hereby sells, grants, assigns, transfers, conveys, mortgages, pledges and confirms unto the Collateral Agent, its successors and permitted assigns, a first priority security interest in, and mortgage and lien on (the "**Security Interest**"), all right, title and interest of the Borrower in and to (but not of its obligations or liabilities respecting) any and all real and personal property in which a Lien can be taken, reserved, created or granted whether under the Code or otherwise and which is now or at any time hereafter owned by the Borrower or in which the Borrower now has or at any time hereafter acquires any interest of any nature whatsoever, including, the following described property, rights, interests and privileges, but in all cases, excluding Excepted Payments and subject to Section 2.2 hereof (collectively, the foregoing described property, together with the following described property in Section 2.1(a) through (p), the "**Collateral**"):

- (a)            the Equipment described in Schedule A hereto and any units of Equipment described in any subsequent supplement thereto or replacement thereof, together with (i) all parts relating thereto whether now owned or hereafter acquired, except such thereof

as remain the property of the Lessees under the Railcar Leases, as set forth in the Railcar Leases; and (ii) all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Equipment, except such thereof as remain the property of the Lessees under the Railcar Leases, together with all rents, issues, income and profits therefrom;

- (b) all right, title, interest, claims and demands of the Borrower as lessor in, to and under all Railcar Leases, including the Current Railcar Leases, and all extensions of the terms of the Railcar Leases, together with all rights, powers, privileges, options and other benefits of the Borrower as lessor under the Railcar Leases:
  - (i) the immediate and continuing right to receive and collect all amounts under the Railcar Leases, insurance proceeds, condemnation awards and other payments, tenders and security now or hereafter payable or receivable by the Borrower pursuant thereto; and
  - (ii) all rights of the Borrower to exercise any election or option or to make any decision or determination or to give or to receive any notice, consent, waiver or approval or to take any other action under or in respect of the Railcar Leases or to accept surrender or redelivery of the Equipment or any unit thereof, as well as all the rights, powers and remedies on the part of the Borrower, whether acting under any such document or by statute or at law or in equity or otherwise, arising out of any Lease Event of Default, including the commencement, conduct and consummation of legal, administration or other proceedings, as shall be permitted by the Railcar Leases or by Applicable Law, and to do any and all other things whatsoever which the Borrower or any Lessor is or may be entitled to do under or in respect of the Railcar Leases and any right to restitution from the Lessees or any sublessee or any other Person in respect of any determination of invalidity of any such document;
- (c) all requisition and condemnation proceeds with respect to the Equipment or any part thereof (to the extent of the Borrower's interest therein pursuant to the terms of the Railcar Leases), and all insurance with respect to the Equipment or any part thereof;
- (d) all monies and securities now or hereafter paid or deposited or required to be paid or deposited to or with the Collateral Agent, the Administrative Agent or the Lenders by or for the account of the Borrower pursuant to any term of any Loan Document and held or required to be held by the Collateral Agent, the Administrative Agent or the Lenders hereunder or thereunder;
- (e) all right, title, interest, claims and demands of the Borrower in, to and under all bills of sale, transfers, deeds, agreements, contracts, indentures and any other documents and instruments, including the Operative Documents and all documents and

instruments relating to the Collateral, including any and all payments thereunder or in respect thereof to which the Borrower is or may become entitled and all rights, estates, interests, powers, remedies and privileges therein or thereunder, together with all rights, powers, privileges, licenses, easements, options and other benefits of the Borrower under each contract, agreement, document and instrument referred to in this clause (e), including the right to receive and collect all payments due to the Borrower thereunder now or hereafter payable to or receivable by the Borrower pursuant thereto and the right to make all waivers and agreements, to exercise any election or option or to make any decision or determination or to give and receive all notices, consents, waivers, approvals and other instruments or communications, or to take any other action upon the occurrence of a default thereunder, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted thereby or by law, and to do any and all other things which the Borrower is or may be entitled to do thereunder and any right to restitution from any other Person in respect of any determination of invalidity of any thereof;

- (f) all monies held by the Collateral Agent, the Administrative Agent or the Lenders as collateral pursuant to the Loan Documents and the Collateral Agency Agreement and all investments in which such monies may be invested from time to time;
- (g) the freehold and leasehold estates in and to all lands and premises in which the Borrower has an interest from time to time, including all rights-of-way, easements, licences and privileges appurtenant or appertaining thereto;
- (h) all materials, supplies, machinery, fixtures, inventory and vehicles, now or hereafter owned or acquired by or on behalf of the Borrower and every interest therein which the Borrower now has or hereafter acquires, wheresoever situate;
- (i) all structures and improvements now or hereafter located upon the lands and premises referred to in clause (g) and all of the Borrower's right, title, estate and interest in all equipment, machinery, apparatus and fixtures now or hereafter forming part thereof;
- (j) all existing and future leases, subleases, agreements to lease or sublease, concession agreements, licenses, tenancy and other occupancy agreements and other rights of the Borrower in respect of any tenancy, use or occupation of any part of the lands and premises in clause (g);
- (k) all of the Borrower's present and future accounts, accounts receivable, money, all bank accounts, including the Specified Accounts, and all monies deposited therein from time to time and all rights thereto and all investments in which such monies may be invested from time to time, general intangibles, claims, contract rights, demands, chattel papers, letters of credit, instruments, documents, documents of title,

notes, receipts and choses in action, together with any and all security therefor, including all of its present and future bonds, promissory notes, bills of exchange, judgments and book debts, now due or hereafter to become due to or owned by the Borrower, together with all securities, documents, computer disks, tapes, software or records now or hereafter owned by the Borrower or in which it may have an interest and representing or evidencing the said debts, accounts, accounts receivable, claims, contract rights, demands and choses, including choses in action and all other rights and benefits in respect thereof;

- (l) all authorizations, orders, rights, agreements, licenses, permits, consents, franchises, privileges, policies and approvals;
- (m) all plans, patents, trademarks, copyrights, goodwill, know-how, rights to carry on business, specifications and other intellectual property presently owned by or licensed to and hereafter acquired by or licensed to the Borrower;
- (n) all tolls, rents, revenues, issues, income, insurance proceeds, expropriation proceeds, other proceeds, products, profits, estate, right, title, interest and claims whatsoever, at law as well as in equity, which the Borrower may have or possess on the date of this Agreement or to which the Borrower may hereafter become legally or equitably entitled, directly or indirectly, from, in or to the property described in clauses (a) through (m), inclusive, including all payments or proceeds payable to the Borrower after termination of the Railcar Leases with respect to the Equipment as the result of the sale, lease or other disposition thereof, and all estate, right, title and interest of every nature whatsoever of the Borrower in and to the same the benefit of any guarantees or indemnities relating to all or part of such property;
- (o) with respect to the personal property described in Section 2.1(a) through (n), all substitutions and replacements thereof, increases, additions, modifications and accessions thereto and any interest of the Borrower therein;
- (p) all Proceeds of any of the foregoing; and
- (q) with respect to Section 2.1(a) through (p) inclusive, all right of the Borrower in, to and under all amendments, extensions, renewals and replacements of any of the foregoing and all rights, remedies, powers, privileges and claims of the Borrower thereunder (whether arising pursuant thereto or available to the Borrower at law or in equity) including the right of the Borrower to enforce the foregoing and the obligations of the other parties thereto and to give or withhold any and all consents, requests, directions, approvals, extensions and/or waivers thereunder in accordance with the terms thereof.

To have and to hold all and singular of the aforesaid property unto the Collateral Agent, the Administrative Agent or the Lenders and their respective successors and permitted assigns, for the equal and proportionate benefit and security of the Collateral Agent, the Administrative Agent or the Lenders and their successors and permitted assigns.

It is hereby further agreed that any and all property described or referred to in the granting clauses hereof which is hereafter acquired by the Borrower shall *ipso facto*, and without any further conveyance, assignment or act on the part of the Borrower, the Collateral Agent, the Administrative Agent or any Lender, become and be subject to the Lien herein granted as fully and completely as though specifically described herein, but nothing contained in this paragraph shall be deemed to modify or change the obligations of the Borrower contained in the foregoing paragraphs.

The Borrower does hereby ratify and confirm the Railcar Leases and does hereby agree that it will not violate in any material respect any covenant or agreement made by it therein, herein or in any other Loan Document and will not take any action not permitted by this Security Agreement, or omit to take any action required by this Security Agreement, the taking or omission of which is reasonably likely to result in an alteration or impairment in any material respect of any Loan Document or any of the rights created by any such document or the assignment hereunder.

The Borrower agrees that at any time and from time to time, upon the written request of the Collateral Agent or Administrative Agent, the Borrower will promptly and duly execute and deliver or cause to be duly executed and delivered any and all such further instruments and documents as the Lender may reasonably deem necessary or desirable to perfect, preserve or protect the Security Interest and assignments created or intended to be created hereby or to obtain for the Administrative Agent, the Collateral Agent and the Lenders the full benefits of the assignment hereunder and of the rights and powers herein granted.

Notwithstanding any of the foregoing to the contrary, nothing contained in this Section 2.1 shall grant the Collateral Agent, the Administrative Agent or any Lender a Lien in the Excepted Payments.

**2.2**            **Reserved Rights.**    Notwithstanding the provisions of Section 2.1 hereof, the following rights shall be reserved to the Borrower (as separate and independent rights) to the extent described herein:

- (a)            at all times, whether or not an Event of Default shall have occurred and be continuing, the Borrower shall have the right (together with and not to the exclusion of the Collateral Agent, the Administrative Agent or any Lender) (i) to receive from the Lessees copies of all notices, certificates, reports, filings, opinions of counsel and other documents and all information which any Lessee is permitted or required to give or furnish to the Borrower pursuant to any Railcar Lease; (ii) to exercise inspection rights pursuant to the Railcar Leases; (iii) to provide or carry insurance in addition to that required to be carried by the Lessees pursuant to the Railcar Leases; (iv) to

protect and preserve the Equipment; and (v) to consent or to withhold consent to any amendment, modification or waiver of the provisions of a Railcar Lease in respect of Excepted Payments;

- (b) so long as no Event of Default shall have occurred and be continuing, the Borrower shall have the right (to the exclusion of the Collateral Agent, the Administrative Agent and each Lender) (i) upon notice to the Collateral Agent, to exercise rights, elections and options of the Lessor with respect to the termination of the Railcar Leases and solicitations of bids and appraisals in connection therewith, or with respect to renewals or purchase options and terminations in each case to take effect upon or after the payment in full of the Obligations; (ii) subject to the limitations set forth in the Loan Agreement, to consent or withhold consent to any amendment, modification or waiver of any provision of any Railcar Lease; and (iii) to declare a Lease Event of Default, terminate Railcar Leases and exercise remedies against the Equipment; and
- (c) at all times, whether or not an Event of Default shall have occurred and be continuing, the Borrower shall have, to the exclusion of the Collateral Agent, the Administrative Agent and each Lender, all rights of the Borrower to exercise any election or option, to make any decision or determination or to give or receive any notice, consent, waiver or approval in respect of, or to demand, collect, sue for or receive the payment of Excepted Payments due and payable to it.

Notwithstanding the foregoing, upon the occurrence of an Event of Default, the Collateral Agent, the Administrative Agent and each Lender shall at all times have the right, to the exclusion of the Borrower to exercise the remedies provided for in the Railcar Leases (other than in connection with Excepted Payments); provided, however, that whether or not an Event of Default shall have occurred and be continuing, none of the Collateral Agent, the Administrative Agent or any Lender shall amend any Loan Document in the manner so as to impose any additional obligations on the Borrower or otherwise materially adversely affect the Borrower, or the Collateral Agent, without the Borrower's prior written consent.

**2.3**        **Copies.** The Borrower will furnish to the Collateral Agent from time to time as required by the Collateral Agent acting reasonably a copy of any of the Railcar Leases and of any guarantee or indemnity in respect of the obligations of any party thereunder. Upon the occurrence of an Event of Default and demand for payment of the Obligations by the Administrative Agent in accordance with the Loan Agreement, the Borrower shall upon request from the Collateral Agent, deliver to the Collateral Agent, original copies of all Railcar Leases and any guarantee or indemnity.

**2.4**        **Specific Assignments.** The Borrower covenants with the Collateral Agent that subject to the provisions of the Loan Agreement, if so required by the Collateral Agent, it will execute and deliver to the Collateral Agent specific assignments, in form reasonably satisfactory to the Collateral Agent (but consistent with the provisions of this Agreement), of its right, title, interest and benefit in all or any of the Railcar Leases and all other moneys payable, both present and future, to

the Borrower thereunder all as referred to in Section 2.1 of this Agreement and in the Railcar Management Agreement.

**2.5**            **Delivery of Instruments, Securities, Etc.** The Borrower shall, upon reasonable request from the Administrative Agent, forthwith deliver to the Collateral Agent to be held by the Collateral Agent hereunder all instruments, securities, letters of credit, advices of credit and negotiable documents of title in its possession or control, and shall, where appropriate, duly endorse the same for transfer in blank or as the Collateral Agent may direct and shall make all reasonable efforts to forthwith deliver to the Collateral Agent any and all consents or other instruments or documents necessary to comply with any restrictions on the transfer thereof in order to transfer the same to the Collateral Agent.

**2.6**            **Accounts.** All monies received from time to time or on deposit, from time to time, in the Specified Accounts shall be held and disbursed in accordance with the provisions of the Collateral Agency Agreement and the Loan Agreement.

**2.7**            **Schedules and Supplemental Schedules.** Schedule A lists each item of Equipment by specific description, model, number, serial number and other identification and reporting marks. Schedule B lists each Railcar Lease including the lease number, the parties thereto and the date thereof. The Borrower shall inform the Collateral Agent, in writing (a) not less than 15 days prior to the acquisition of any Equipment or the Disposition (except pursuant to an Event of Loss) of any Equipment which is described in Schedule A; (b) not less than 15 days prior to the entering into of any Railcar Lease or termination of any Current Railcar Lease specifically referred to in Schedule B; and (c) forthwith following any Event of Loss, of any Equipment described on Schedule A the subject thereof and of any Railcar Lease described on Schedule B the subject thereof. Such notice shall be accompanied by an amended Schedule A or Schedule B, as appropriate, which shall be dated and executed by the Borrower and otherwise in form satisfactory to the Collateral Agent, shall reflect the details of each such transaction in compliance with the requirements of such Schedules and this Section, and such other amendments thereto as are necessary for the attachment to or release of the Security Interest in the Collateral in accordance with Section 7.2(b) from time to time. Upon receipt of any such amended Schedule, such Schedule shall be attached to and form part of this Agreement.

### **ARTICLE 3** **RECEIPT OF ACCOUNTS AND PROCEEDS**

**3.1**            **Proceeds and Accounts Received in Trust.** Following the occurrence and during the continuance of an Event of Default, if the Borrower shall receive any accounts receivable comprising the Collateral or shall be paid for any of the other Collateral or shall receive any Proceeds, all money received by the Borrower shall be received by the Borrower as trustee for the Collateral Agent and shall be paid to the Collateral Agent forthwith and the Collateral Agent may, in its

discretion, apply such in satisfaction *pro tanto* of the Obligations or hold such payments as further Collateral hereunder.

**ARTICLE 4**  
**DEFAULT AND REMEDIES**

**4.1 Remedies Upon Default.** All of the Obligations shall be due and payable forthwith by the Borrower to the Collateral Agent for and on behalf of the Administrative Agent and the Lenders upon the occurrence of an Event of Default and demand for payment of the Obligations by the Administrative Agent in accordance with the provisions of the Loan Agreement and the Security Interest granted herein and in the other Security Documents shall immediately become enforceable and the Collateral Agent may, forthwith or at any time thereafter and without notice to the Borrower, except as provided in the Code or this Agreement:

- (a) declare any or all of the Obligations not then due and payable to be immediately due and payable by giving notice in writing thereof to the Borrower and, in such event, such Obligations shall be due and payable forthwith by the Borrower to the Collateral Agent;
- (b) commence legal action to enforce payment or performance of the Obligations;
- (c) exercise the right to take possession of any Collateral without notice, and to (i) require the Borrower to assemble the Collateral, at the Borrower's expense, and make it available to the Collateral Agent at a place designated by it which is reasonably convenient to both parties; and (ii) enter any premises where any of the Collateral shall be located and to keep and store the Collateral on said premises until sold;
- (d) require the Borrower, by notice in writing given by the Collateral Agent to the Borrower, to disclose to the Collateral Agent the location or locations of the Collateral and the Borrower agrees to make such disclosure when so required by the Collateral Agent;
- (e) repair, process, complete, modify or otherwise deal with the Collateral and prepare for the disposition of the Collateral, whether on the premises of the Borrower or otherwise and in connection with any such action utilize any of the Borrower's property without charge;
- (f) exercise the right to sell or otherwise dispose of all or any Collateral in its then condition or after any further manufacturing or processing thereof, at public or private sale or sales, with such notice as may be required by law, in lots or in bulk, for cash or on credit, all as the Collateral Agent, in its sole discretion, may deem advisable;

- (g) carry on all or any part of the business or businesses of the Borrower and, to the exclusion of all others including the Borrower, enter upon, occupy and, subject to any requirements of law and subject to any leases or agreements then in place, use all or any of the premises, buildings, plant, undertaking and other property of, or used by, the Borrower for such time and in such manner as the Collateral Agent sees fit, free of charge, and except to the extent required by law, the Collateral Agent shall not be liable to the Borrower for any act, omission or negligence in so doing or for any rent, charges, depreciation or damages or other amount incurred in connection therewith or resulting therefrom;
- (h) file such proofs of claim or other documents as may be necessary or desirable to have its claim lodged in any bankruptcy, winding-up, liquidation, dissolution or other proceedings (voluntary or otherwise) relating to the Borrower;
- (i) borrow money for the purpose of carrying on the business of the Borrower for the maintenance, preservation or protection of the Collateral and mortgage, charge, pledge or grant a security interest in the Collateral, whether or not in priority to the Security Interest hereby created and granted, to secure repayment of any money so borrowed;
- (j) renew, amend, terminate, modify or otherwise deal with any Railcar Lease or other agreement in accordance with their terms or enter into other Railcar Leases and agreements for such consideration and on such terms as it may deem appropriate acting reasonably, all in the name of the Borrower;
- (k) perform, at the Borrower's expense, any and all obligations or covenants of the Borrower under the Railcar Leases and to enforce performance by the other parties to the Railcar Leases of their obligations, covenants and agreements thereunder, all in the name of the Borrower;
- (l) where the Collateral has been disposed of by the Collateral Agent as provided in Section 4.1(f), commence legal action against the Borrower for the Deficiency, if any;
- (m) where the Collateral Agent has taken possession of the Collateral as herein provided, retain the Collateral irrevocably, to the extent not prohibited by Applicable Law, by giving notice thereof to the Borrower and to any other persons required by Applicable Law in the manner required thereby; provided that such retention reduces the amount of the Obligations by an amount equal to the fair market value, as reasonably determined by the Collateral Agent of the Collateral so retained;
- (n) appoint, by an instrument in writing delivered to the Borrower, a receiver to collect the Proceeds, and remove any receiver so appointed and appoint another or others in

its stead, or institute proceedings in any court of competent jurisdiction for the appointment of a receiver, it being understood and agreed that:

- (i) the Collateral Agent may appoint any person as receiver, including an officer or employee of the Collateral Agent;
  - (ii) such appointment may be made at any time after the security hereby becoming enforceable either before or after the Collateral Agent shall have taken possession of the Collateral;
  - (iii) the Collateral Agent may from time to time fix the reasonable remuneration of the receiver and direct the payment thereof out of the Collateral or Proceeds; and
  - (iv) the receiver shall be deemed to be the agent of the Borrower for all purposes and, for greater certainty, the Collateral Agent shall not be, in any way, responsible for any actions, whether wilful, negligent or otherwise, of any receiver;
- (o) pay or discharge any Lien claimed by any person and reasonably established to the satisfaction of the Collateral Agent in the Collateral and the amount so paid shall be added to the Obligations and shall bear interest calculated from the date of payment at the Default Rate until payment thereof;
  - (p) apply all monies in the Specified Accounts in satisfaction of all or any portion of the Obligations in accordance with the provisions of Section 8.5 of the Loan Agreement and the Collateral Agency Agreement; and
  - (q) take any other action, suit, remedy or proceeding authorized or permitted by this Agreement, the Code or by law or equity.

**4.2 Application of Proceeds.** All proceeds of realization hereunder and under the other Security Documents and all monies on deposit in the Specified Accounts shall be applied in satisfaction of the Obligations in the manner and to the extent set forth in Section 8.5 of the Loan Agreement.

**4.3 Sale of Collateral.** The Borrower and the Collateral Agent acknowledge and agree that any sale referred to in Section 4.1 may be either a sale of all or any portion of the Collateral. The Borrower agrees that 30 days written notice to the Borrower of any public or private sale or other disposition of Collateral shall be reasonable notice thereof, and such sale shall be at such locations as the Collateral Agent may designate in the said notice. The Collateral Agent shall have the right to sell, lease or otherwise dispose of the Collateral, or any part thereof, for cash, credit or any combination thereof, and the Collateral Agent may purchase all or any part of the Collateral at public

or private sale and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Obligations. To the extent not prohibited by law, any such sale may be made with or without any special condition as to the upset price, reserve bid, title or evidence of title or other matter and from time to time as the Collateral Agent in its sole discretion thinks fit with power to vary or rescind any such sale or buy in at any public sale and resell. The Collateral Agent may sell the Collateral for a consideration payable by instalments either with or without taking security for the payment of such instalments and may make and deliver to any purchaser thereof good and sufficient deeds, assurances and conveyances of the Collateral and give receipts for the purchase money, and any such sale shall be a perpetual bar, both at law and in equity, against the Borrower and all those claiming an interest in the Collateral by, from, through or under the Borrower.

**4.4**            **Reference to Collateral Agent Includes Receiver.** For the purposes of Sections 4.1 and 4.2, a reference to the "Collateral Agent" shall, where the context permits, include any receiver.

**4.5**            **Payment of Expenses.** The Borrower shall pay any and all Expenses in accordance with the provisions of the Loan Agreement. Payment of all Expenses, together with interest thereon at the Default Rate as provided for in the Loan Agreement shall be secured by the Security Interest.

**4.6**            **Payment of Deficiency.** Where the Collateral has been disposed of by the Collateral Agent or any receiver as provided herein, the Deficiency, if any, shall be paid by the Borrower to the Collateral Agent forthwith after demand therefor has been given by the Collateral Agent to the Borrower, together with interest thereon calculated in accordance with the Loan Agreement, and the payment of the Deficiency together with such interest shall be secured by the Security Interest to the extent that not all of the Collateral has been disposed of.

**4.7**            **No Obligation to Enforce.** None of the Lenders, the Administrative Agent or the Collateral Agent shall be under any obligation to, or liable or accountable for any failure to, enforce payment or performance of the Obligations or to seize, realize, take possession of or dispose of the Collateral and shall not be under any obligation to institute proceedings for any such purpose.

**4.8**            **Indemnity.** The Borrower agrees to indemnify the Collateral Agent in accordance with the provisions of the Loan Agreement. Such indemnification will survive the satisfaction, release or extinguishment of the Obligations and the Security Interest.

## **ARTICLE 5**

### **POSSESSION OF COLLATERAL BY THE COLLATERAL AGENT**

**5.1**            **Possession.** Where any Collateral is in the possession of the Collateral Agent:

- (i)            the Collateral Agent shall have the duty of care with respect to such Collateral as would a reasonable and prudent owner, including the duty to use reasonable care in the custody and preservation thereof, provided that the Collateral Agent need not take any steps of any nature to defend or preserve

the rights of the Borrower therein against the claims or demands of others or to preserve rights therein against prior parties;

- (ii) the Collateral Agent may, at any time following the occurrence of the security constituted hereby becoming enforceable, grant or otherwise create a security interest in such Collateral upon any terms provided that such terms do not impair the Borrower's right to redeem such Collateral; and
- (iii) the Collateral Agent may, at any time following the security constituted hereby becoming enforceable, use such Collateral in any manner and to such extent as it deems necessary or desirable.

## **ARTICLE 6**

### **CONTINUING OBLIGATIONS**

**6.1 Continuing Obligations.** Notwithstanding any other term or condition of this Agreement or any other Loan Document, this Agreement shall not relieve the Borrower or any other party to any of the Collateral from the observance or performance of any term, covenant, condition or agreement on its part to be observed or performed thereunder or from any liability to any other party or parties thereto or impose any obligation on the Lenders, the Administrative Agent or the Collateral Agent to observe or perform any such term, covenant, condition or agreement to be so observed or performed. After the occurrence and during the continuance of an Event of Default, the Collateral Agent may, at its option, perform any term, covenant, condition or agreement on the part of the Borrower to be performed under or in respect of the Collateral (and/or enforce any of the rights of the Borrower thereunder) without thereby waiving any rights to enforce this Agreement. Nothing contained in this Section 6.1 shall be deemed to constitute the Collateral Agent the mortgagee in possession of the Collateral or the lessee under any lease or agreement to lease unless the Collateral Agent has agreed in writing to become such mortgagee in possession or to be a lessee.

## **ARTICLE 7**

### **GENERAL PROVISIONS**

**7.1 Remedies Cumulative and Waivers.** For greater certainty, it is expressly understood and agreed that the rights and remedies of the Lenders, the Administrative Agent and the Collateral Agent hereunder or under any other document or instrument executed pursuant to this Agreement or the other Loan Documents are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity; and any single or partial exercise by the Lenders, the Administrative Agent or the Collateral Agent of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement or other document or instrument executed pursuant to this Agreement or the other Loan Documents shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Collateral Agent may be lawfully entitled for such default or breach. Any waiver by the Collateral Agent of the strict observance, performance or compliance with any term, covenant,

condition or agreement herein contained and any indulgence granted either expressly or by course of conduct by the Collateral Agent shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Lenders, the Administrative Agent or the Collateral Agent under this Agreement or other document or instrument executed pursuant to this Agreement or the other Loan Documents as a result of any other default or breach hereunder or thereunder.

**7.2 Effective Date and Termination.**

- (a) This Agreement shall become effective according to its terms immediately upon the execution hereof by the Collateral Agent and the Borrower. This Agreement and the Security Interest are in addition to and not in substitution for any other agreement made between the Collateral Agent and the Borrower or any other security granted by the Borrower to the Collateral Agent, whether before or after the execution of this Agreement.
- (b) This Agreement may be terminated by written agreement made between the Collateral Agent, the Administrative Agent and the Borrower at any time when all of the Obligations have been fully satisfied and performed by the Borrower. Upon termination of this Agreement in accordance with the provisions of this Section 7.2(b) the Collateral Agent shall, at the request and expense of the Borrower, make and do all such acts and things and execute and deliver all such financing statements, instruments, agreements and documents as the Borrower reasonably considers necessary or desirable to discharge the Security Interest and to record such release and discharge in all appropriate offices of public record.
- (c) In the event that the Borrower (i) disposes of Collateral in accordance with the terms of the Loan Agreement to the satisfaction of the Administrative Agent; or (ii) suffers an Event of Loss with respect to the Collateral in accordance with the provisions of the Loan Agreement and the Administrative Agent is satisfied that such Collateral is being replaced or adequate prepayment has been made in accordance with the provisions thereof, the Collateral Agent shall, at the request and expense of the Borrower, make and do all such acts and things and execute and deliver all such financing statements, instruments, agreements and documents as the Borrower reasonably considers necessary or desirable to discharge the Security Interest from the Collateral disposed of or the subject of an Event of Loss.

**7.3 Registrations.** The Borrower will, from time to time at the request of the Administrative Agent, promptly effect all registrations, filings, recordings and all re-registrations, re-filings and re-recordings of or in respect of this Agreement and the Security Interest in such offices of public record and at such times as may be necessary or of advantage in perfecting, maintaining and protecting the validity, effectiveness and priority hereof and/or of the Security Interest.

**7.4**            **Notice.** Any demand, notice, consent or other communication to be made or given hereunder shall be in writing and shall be given by overnight delivery service, by hand delivery or by telecopy. Any such notice may be addressed, if to the Borrower or the Administrative Agent, to the address set forth in the Loan Agreement, unless changed in accordance with the provisions thereof and if to the Collateral Agent, as follows:

- (i)            The First National Bank of Chicago  
One First National Plaza, Suite 0126  
Chicago, Illinois 60670-0126  
U.S.A.

Attention:     Corporate Trust Administration  
Telecopier:    312-407-1708

with a copy to:

The First National Bank of Chicago  
One First National Plaza, Suite 0126  
Chicago, Illinois 60670-0126  
U.S.A.

Attention:     Donna Fanning, Vice President  
Telecopier:    630-351-0112

or at such address or to such other individual as the Collateral Agent may designate by notice to the Borrower and the Administrative Agent. Any such notice, request, demand or other communication shall be deemed to have been effectively given, if sent by telecopy or other similar form of telecommunication, on the next Business Day following such transmission or, if delivered, to have been received on the date of such delivery.

**7.5**            **Further Assurances.** The Borrower hereby covenants and agrees that it will at all times, at its own cost and expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and singular such further acts, assignments and assurances in law, in each case consistent with the terms of this Agreement and the Loan Agreement, as the Collateral Agent may reasonably require for the better securing unto the Collateral Agent the property and assets hereby secured or intended so to be or which the Borrower may hereafter become bound to assign in favour of the Collateral Agent and for the better accomplishing, effectuating and perfecting of this Agreement, including such as may be required in order to register this Agreement or perfect the registration of this Agreement or the Security Interest wherever the Collateral Agent in its discretion considers that the same or notice of the same ought to be registered or filed.

**7.6**            **Continuing Security.** This Agreement and the rights and remedies it creates are a continuing agreement and security and shall bind the parties until discharge of this Agreement as provided in Section 7.2 hereof.

**7.7**            **Agreement Paramount.** This Agreement is issued subject to the terms of the Loan Agreement. In the event of any inconsistency or conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

**7.8**            **Amendment of Agreement.** No supplement, modification, amendment, waiver or termination of this Agreement shall be binding unless executed in writing by all parties hereto; provided that the delivery of amended Schedules shall be made in accordance with the provisions of Section 2.7 which shall be effective upon acceptance thereof by the Collateral Agent. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise so expressed or provided.

**7.9**            **Invalidity of Provisions.** If any of the provisions in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**7.10**          **Time.** Time shall be of the essence in this Agreement.

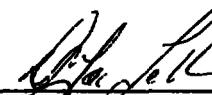
**7.11**          **Successors and Assigns.** This Agreement shall be binding upon the Borrower and its successors and assigns and shall enure to the benefit of the Borrower and its permitted successors and permitted assigns. This Agreement shall enure to the benefit of the Collateral Agent and the Administrative Agent and their respective successors and assigns and shall be binding upon them in accordance with the terms hereof.

**7.12**          **Power of Attorney.** The Borrower hereby irrevocably constitutes and appoints the Collateral Agent and each of its officers holding office from time to time as the true and lawful attorney of the Borrower with effect from the occurrence and during the continuance of an Event of Default with power of substitution in the name of the Borrower to do any and all such acts and things or execute and deliver all such agreements, documents and instruments as the Collateral Agent reasonably considers necessary or desirable to carry out the provisions and purposes of this Agreement or to exercise any of its rights and remedies hereunder and to perfect the Security Interest created hereunder, and to do all acts or things necessary to realize or collect the Proceeds, and the Borrower hereby ratifies and agrees to ratify all acts of any such attorney taken or done in accordance with this Section 7.12. Without in any way limiting the generality of the foregoing, the Collateral Agent shall have the right to execute, for and in the name of the Borrower, all financing statements, financing change statements, conveyances, transfers, assignments, consents and other instruments as may be required for such purposes. This power of attorney, being coupled with an interest, shall not be revoked or terminated by any act or thing other than the termination of this Agreement in accordance with Section 7.2(b).

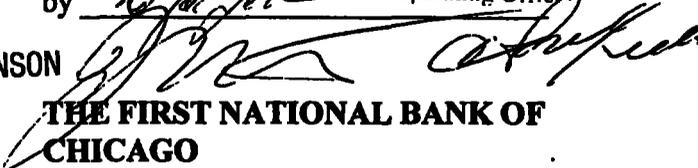
**7.13**      **Applicable Laws.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois and shall be treated in all respects as an Illinois agreement.

IN WITNESS WHEREOF the Borrower has executed this Agreement as of the date first written above.

**NEWCOURT RAIL, L.L.C.**  
as Borrower  
by Newcourt Capital USA Inc., its Manager

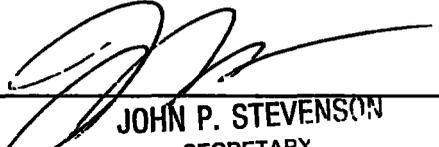
by  **J. DARYL MACLELLAN**  
Chief Operating Officer

**JOHN P. STEVENSON**  
ASSISTANT SECRETARY

  
**THE FIRST NATIONAL BANK OF CHICAGO**  
as Collateral Agent

by \_\_\_\_\_

**NEWCOURT FINANCIAL USA INC.**  
as Administrative Agent

by   
**JOHN P. STEVENSON**  
ASSISTANT SECRETARY

**7.13**        **Applicable Laws.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois and shall be treated in all respects as an Illinois agreement.

IN WITNESS WHEREOF the Borrower has executed this Agreement as of the date first written above.

**NEWCOURT RAIL, L.L.C.**  
as Borrower  
by Newcourt Capital USA Inc., its Manager

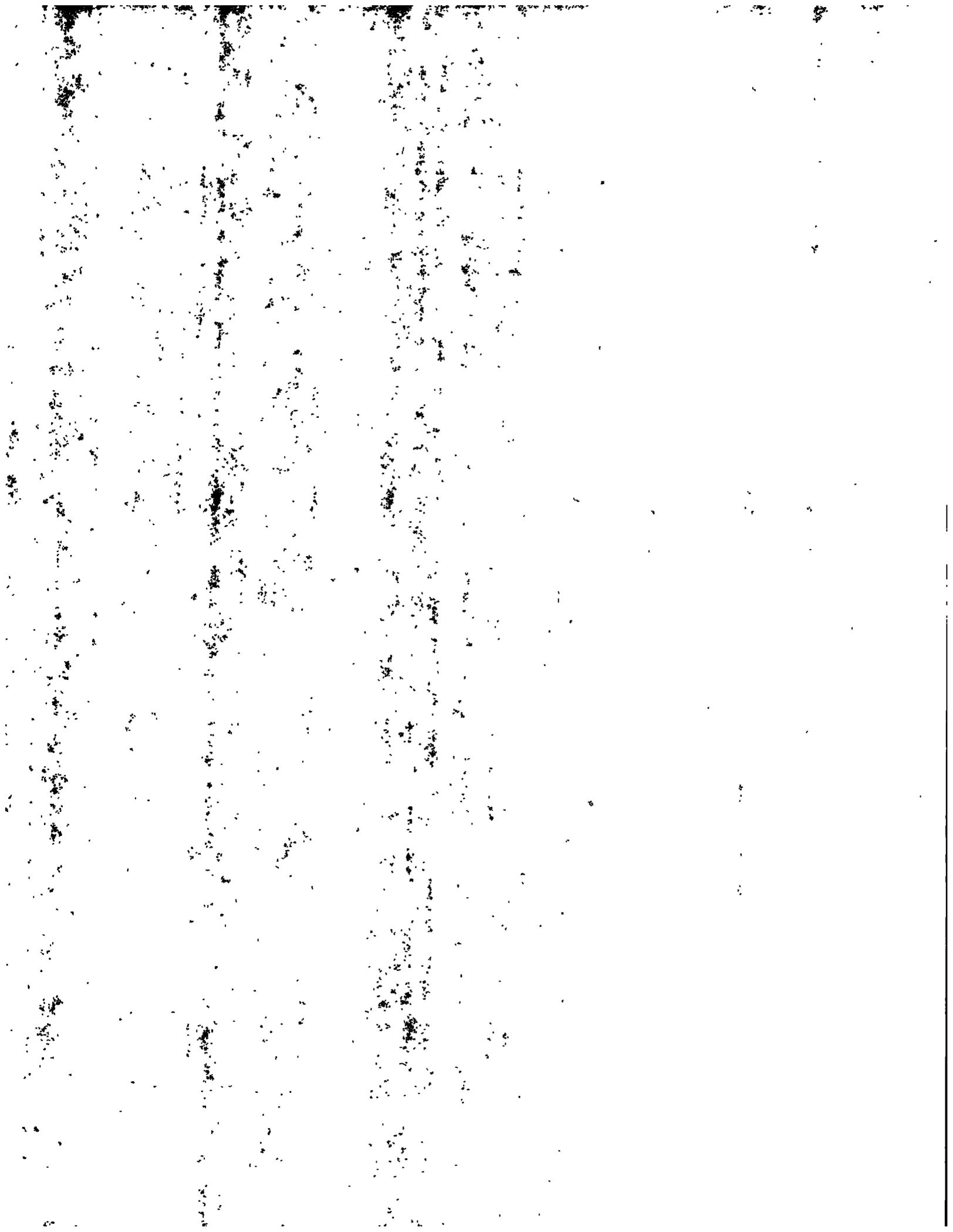
by \_\_\_\_\_

**THE FIRST NATIONAL BANK OF  
CHICAGO**  
as Collateral Agent

by   
**SANDRA L. CARUBA**  
VICE PRESIDENT  
**NEWCOURT FINANCIAL USA INC.**  
as Administrative Agent

by \_\_\_\_\_

**SCHEDULE A**  
**EQUIPMENT**



**Newcourt Rail, L.L.C.  
Equipment Description  
5-22-98**

Year Built: 00, 01, 02, 03, 04, 05, 06, 07, 08

**COAL**

ALMX 2000-2002,2004,2006-2014,2016-2072,2074-2110,2113-2118,2120-2126	Rapid Discharge Aluminum Coal 4200 cubic foot coal hopper	K341	4-97	Trinity	120
---	---	------	------	---------	-----

NCUX 10241-10360	Rapid Discharge Aluminum Coal 4200 cubic foot coal hopper	K341	8-97	Trinity	120
NCUX 10361-10480	Rapid Discharge Aluminum Coal 4200 cubic foot coal hopper	K341	9-97	Trinity	120
NCUX 10501-10620	Rapid Discharge Aluminum Coal 4200 cubic foot coal hopper	K341	5-97	Trinity	120
NCUX 10621-10740	Rapid Discharge Aluminum Coal 4200 cubic foot coal hopper	K341	6-97	Trinity	120
NCUX 10861-10980	Rapid Discharge Aluminum Coal 4200 cubic foot coal hopper	K341	7-97	Trinity	120

ALMX 2003, 2005, 2015, 2073, 2111, 2112, 2119,2127-2239	Rapid Discharge Aluminum Coal 4200 cubic foot coal hopper	K341	10-97	Trinity	120
---	---	------	-------	---------	-----

NCUX 10001-10120	Rapid Discharge Aluminum Coal 4200 cubic foot coal hopper	K341	2-98	Trinity	120
NCUX 10121-10240	Rapid Discharge Aluminum Coal 4200 cubic foot coal hopper	K341	3-98	Trinity	120
NCUX 11341-11455	Rotary Dump Aluminum Coal 4400 cu. ft. coal gondola hopper	J311	1996	Trinity	115
NCUX 10741-10860	Rotary Dump Aluminum Coal 4525 cubic foot coal gondola hopper	J311	12-97	Trinity	120
<b>Total</b>					<b>1315</b>

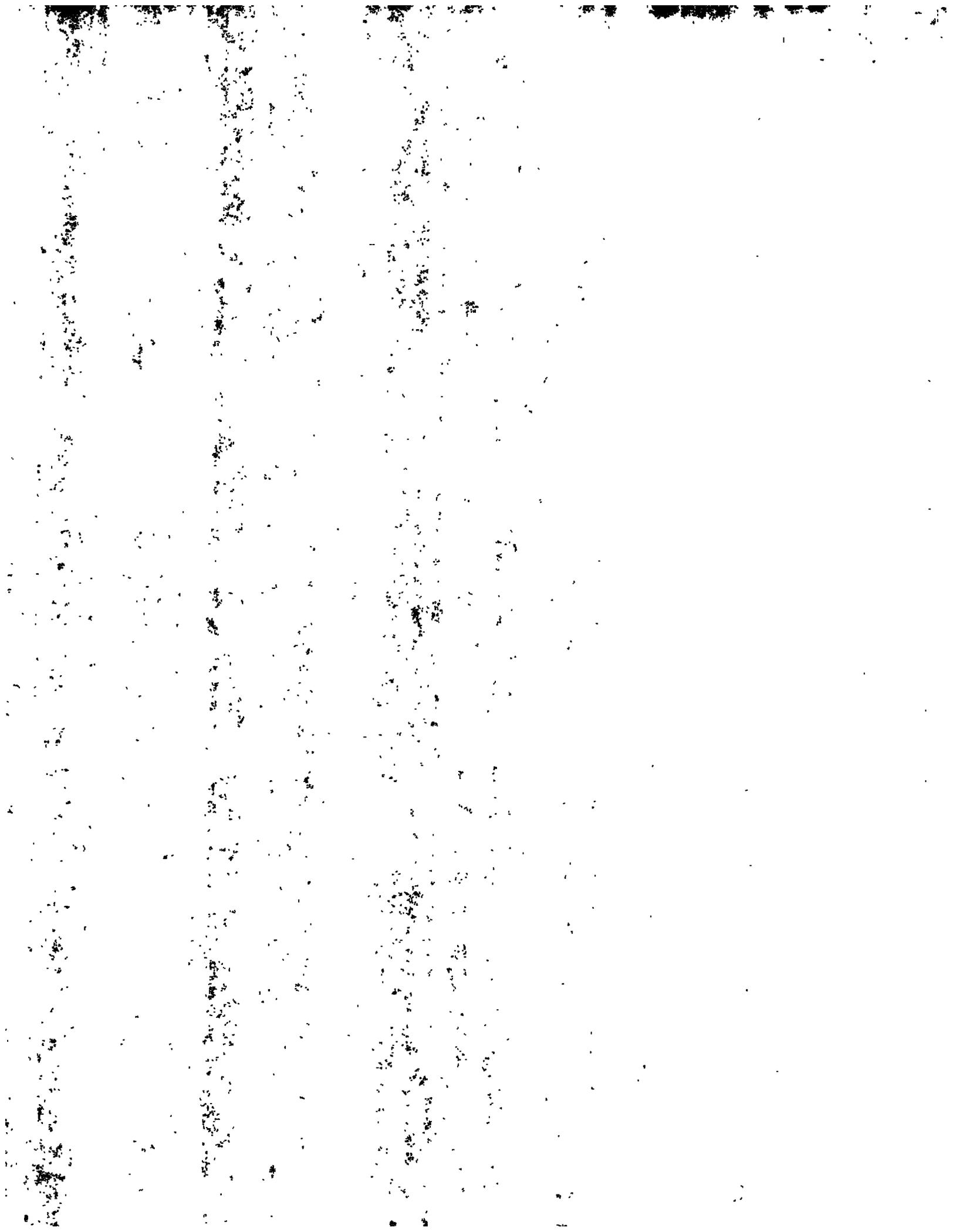
**POWERFLO**

NCUX 50259-50260	Pressure Differential 5125 cubic foot covered hopper	C614	1995	Trinity	2
NCUX 50140-50258	Pressure Differential 5125 cubic foot covered hopper	C614	1991	Trinity	119
NCUX 50035-50044	Pressure Differential 5125 cubic foot covered hopper	C614	3-98	Trinity	10
NCUX 50020-50034	Pressure Differential 5125 cubic foot covered hopper	C614	12-97	Trinity	15
NCUX 50045-50052	Pressure Differential 5125 cubic foot covered hopper	C614	3-98	Trinity	8
NCUX 50000-50019	Pressure Differential 5125 cubic foot covered hopper	C614	12-97	Trinity	20
NCUX 50053-50074	Pressure Differential 5125 cubic foot covered hopper	C614	3-98	Trinity	22
NCUX 50135-50139	Pressure Differential 5850 cubic foot covered hopper	C614	2-98	Trinity	5
NCUX 50075-50134	Pressure Differential 5650 cubic foot covered hopper	C614	2-98	Trinity	60
<b>Total</b>					<b>261</b>

**Newcourt Rail, L.L.C.**  
**Equipment Description**  
**5-22-98**

<b>MISCELLANEOUS</b>									
DRIR 1000-1018									
BN 63900, 63902-63909	Intermodal 5-unit articulated double stack containers	J311	1996	Trinity	19				
		TBD	1987	Trinity	9				
<b>Total</b>					<b>28</b>				
<b>PLASTIC PELLET</b>									
NCUX 40015-40059	5850 cubic foot plastic pellet covered hopper	C214	1987	Trinity	45				
NCUX 40010-40014	5850 cubic foot plastic pellet covered hopper	C214	1988	Trinity	5				
NCUX 40000-40009	6200 cubic foot plastic pellet covered hopper	C214	1988	Trinity	10				
<b>Total</b>					<b>60</b>				
<b>GRAIN</b>									
NCUX 30294-30313	4750 cubic foot grain covered hopper	C114	1984	Trinity	20				
ADMX 52002, 03, 05, 08, 13-16, 18-22, 29-30, 34-35, 41-44, 49-52, 54-55, 57-58, 60, 62, 67-68, 71-72, 78-80	5161 cubic foot grain covered hopper	C114	1996	Trinity	39				
NCUX 30262-30293	5161 cubic foot grain covered hopper	C114	1997	Trinity	32				
NCUX 30250-30261	5161 cubic foot grain covered hopper	C114	1996	Trinity	12				
NCUX 30000-30149	5161 cubic foot grain covered hopper	C114	10-97	Trinity	150				
NCUX 30150-30199	5161 cubic foot grain covered hopper	C114	2-98	Trinity	50				
NCUX 30200-30249	5161 cubic foot grain covered hopper	C114	12-97	Trinity	50				
<b>Total</b>					<b>353</b>				
<b>CEMENT</b>									
NCUX 20101-20105	2980 cubic foot aggregate covered hopper	C111	1996	Trinity	5				
MMID 3601-3630	3000 cubic foot cement covered hopper	C112	1991	Trinity	30				
NCUX 20001-20050	3260 cubic foot cement covered hopper	C112	3-98	Trinity	50				
NCUX 20051-20100	3260 cubic foot cement covered hopper	C112	4-98	Trinity	50				
RGCX 750-769	3260 cubic foot cement covered hopper	C112	1997	Trinity	20				
<b>Total</b>					<b>155</b>				
<b>Totals</b>					<b>2172</b>				

**SCHEDULE B**  
**CURRENT RAILCAR LEASES**



**Newcourt Rail, L.L.C.  
Summary of Lease Detail**

<b>Lessee</b>	<b>Contract Number</b>	<b># of Cars</b>	<b>Effective Date</b>
A.E. Staley	1000	10	1/15/98
A.E. Staley	1000	5	1/15/98
ADM	1100	39	4/1/98
Ag Processing	1200	150	10/1/97
Ag Processing	1200	50	10/1/97
Alabama Power	1300	120	4/22/97
Alabama Power	1300	120	4/22/97
Alabama Power	1300	120	4/22/97
Amber Milling	1400	20	9/19/97
Ashland Petroleum	1500	23	4/1/98
Burlington Northern Santa Fe	1600	120	10/1/97
Burlington Northern Santa Fe	1600	120	10/1/97
Burlington Northern Santa Fe	1600	120	10/1/97
Burlington Northern Santa Fe	1600	120	10/1/97
Burlington Northern Santa Fe	1601	9	4/1/98
Cargill	1700	60	2/11/98
Cereal Foods	1800	15	11/1/97
Consolidated Grain	1900	32	4/1/98
General Mills	2000	8	3/1/98
Griffin Wheel	2100	5	4/1/98
ICI Canada	2200	20	4/1/98
Lone Star Industries	2300	50	3/1/98
Maryland Midland Railway	2400	30	4/1/98
Mississippi Power	2500	120	5/1/97
Mississippi Power	2500	120	5/1/97
Mississippi Power	2500	120	5/1/97
Mountain Railway Properties	2600	19	4/1/98
North American Chemical	2700	2	4/1/98
Planters Lifesavers	2800	45	4/1/98
Proctor & Gamble	2900	119	4/1/98
Rio Grande Chemical	3000	50	4/1/98
Rio Grande Chemical	3001	20	4/1/98
SGL Carbon	3100	12	4/1/98
Union Carbide	3200	10	4/1/98
Union Carbide	3200	5	4/1/98
Western Resources	3300	115	4/1/98
<b>Totals</b>		<b>2123</b>	

District of Columbia     )  
  )  
City of Washington        )

ss:

I, KIM L. BARTMAN, Notary for the District of Columbia, hereby certify that the attached "General Security Agreement", dated as of May 22, 1998, between Newcourt Rail, L.L.C., as Borrower, The First National Bank of Chicago, as Collateral Agent and Newcourt Financial USA Inc., as Administrative Agent, is a true and complete copy of the original thereof.

Certified this 4th day of June, 1998.



*Kim L. Bartman*  
NOTARY PUBLIC

My commission expires: 3-31-2000