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ALVORD AND ALVORD
ATTORNEYS AT LAW
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

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OF COUNSEL
URBAN A. LESTER

12:50 A/B/C

Alvord

December 30, 1994

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Secretary

Re: Wisconsin Central Trust No. 1994-3

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of each of the following documents: Equipment Lease Agreement, dated as of December 27, 1994, a primary document, and the following secondary documents related thereto: Trust Indenture and Security Agreement, dated as of December 27, 1994, Lease Supplement No. 1 and Indenture Supplement No. 1.

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

Equipment Lease Agreement
and Lease Supplement No. 1

Lessor	:	Wilmington Trust Company 1100 North Market Street Wilmington, Delaware 19890
Lessee	:	Wisconsin Central Ltd. 6250 North River Road Rosemont, Illinois 60618

Mr. Vernon A. Williams
December 30, 1994
Page 2

Trust Indenture and Security Agreement
and Indenture Supplement No. 1

Owner Trustee: Wilmington Trust Company
1100 North Market Street
Rodney Square North
Wilmington, Delaware 19890

Indenture Trustee: First Security Bank of Utah
79 S. Main Street
Salt Lake City, Utah 84111

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule I attached to the Lease Supplement.

Also enclosed is a check in the amount of \$84.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

10150^e**INDENTURE SUPPLEMENT 1994-3 NO. 1**

INDENTURE SUPPLEMENT 1994-3 NO. 1, dated December 30, 1994, between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee ("Owner Trustee") under the Trust Agreement 1994-3, dated as of December 27, 1994 ("Trust Agreement") between Owner Trustee and BA LEASING & CAPITAL CORPORATION, a California corporation, as Owner Participant, and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a national banking association, as Indenture Trustee ("Indenture Trustee") under the Trust Indenture and Security Agreement 1994-3, dated as of December 27, 1994 (together with all amendments and supplements heretofore entered into, the "Indenture"), among Owner Trustee and Indenture Trustee.

RECITALS

A. The Indenture provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof that shall particularly describe the Units with respect to which the Series of Trust Certificates issued hereunder relate, by having attached thereto a copy of the applicable Lease Supplement and shall specifically submit such Units to the Lien of the Indenture and this Indenture Supplement.

B. The Indenture relates to the Units described in the copy of the Lease Supplement of even date herewith attached hereto as Exhibit A and made a part hereof.

NOW, THEREFORE, to secure the Secured Indebtedness, and for the uses and purposes and subject to the terms and provisions of the Indenture and this Indenture Supplement, and in consideration of the premises and of the covenants contained in the Indenture and this Indenture Supplement, and of the acceptance of the Trust Certificates by the Certificate Holders, and of the sum of \$1.00 paid to Owner Trustee by Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge, and confirm, unto Indenture Trustee, its successors and assigns, for the security and benefit of the Certificate Holders from time to time, a security interest in and mortgage lien on all estate, right, title and interest of Owner Trustee in, to and under (a) the Units described in the copy of the Lease Supplement attached hereto as Exhibit A, whether tangible or intangible, wherever located or situated, whether now existing, owned or held or hereafter acquired or arising, leased under the Lease, together with all substitutions, renewals or replacements of and additions,

improvements, accessions and accumulations to any and all of such Units, except such thereof as remain the property of Lessee under the Lease, together with all the rents, issues, income and profits therefrom, and any and all payments or proceeds payable to Owner Participant, Owner Trustee or Indenture Trustee with respect to any Unit as the result of the sale, lease or disposition thereof; and (b) the Lease and Lease Supplement relating thereto, including all extensions of the terms of the Lease and Lease Supplement, together with all rights, power, privileges, options and other benefits of Owner Trustee as Lessor under the Lease and Lease Supplement, including, without limitation, the immediate and continuing right to receive and collect all Basic Rent, Supplemental Rent (including, without limitation, any Stipulated Loss Value, Termination Value and EBO Price payments), insurance proceeds, condemnation awards, patent indemnity payments and other payments, tenders and security now or hereafter payable to or received by Owner Trustee under the Lease and Lease Supplement with respect to such Units.

BUT SUBJECT, HOWEVER, TO THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THE INDENTURE, SUCH EXCLUSIONS INCLUDING, any and all Excepted Property now existing or hereafter arising.

To have and to hold all and singular the aforesaid property unto Indenture Trustee, its successors and assigns, in trust for the equal and proportionate benefit and security of the Certificate Holders from time to time, and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

It is the intention of the parties hereto that all Trust Certificates issued and Outstanding under the Indenture rank on a parity with each other Trust Certificate and that, as to each other Trust Certificate, they be secured equally and ratably by the collateral described herein and in other Indenture Supplements, without preference, priority or distinction of any one thereof over any other by reason of difference in time of issuance or otherwise; provided, that, for ease of administration, certain of the Units have been allocated to particular Series of Trust Certificates and such allocation may result, with respect to Section 6.1 of the Indenture, in prepayment of one or more but not all Series of Trust Certificates.

The Trust Certificates issued under this Indenture Supplement shall be designated as Trust Certificates, Series A. The Trust Certificates shall be substantially in the form set forth in Exhibit A to the Indenture. The Trust Certificates issued under this Indenture Supplement shall be dated the date of issuance thereof, shall be issued with the Maturity Date and shall bear

interest as specified in Exhibit B hereto. The principal of each Trust Certificate shall be payable in installments, on each Payment Date, including the Maturity Date, in the respective amounts of principal indicated.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and this Indenture Supplement is hereby incorporated by reference therein and the Indenture is hereby ratified, approved and confirmed.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Indenture Supplement may refer to the "Trust Indenture and Security Agreement 1994-3 dated as of December 27, 1994" or the "Indenture" without making specific reference to this Indenture Supplement, but nevertheless all such references shall be deemed to include this Indenture Supplement unless the context shall otherwise require.

This Supplement may be executed by Owner Trustee and Indenture Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, Owner Trustee hereby acknowledges that the Units referred to in the aforesaid Lease Supplement attached hereto and made a part hereof have been delivered to Owner Trustee and are included in the property of Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge and mortgage thereof under the Indenture.

Capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Indenture.

STATE OF Delaware)
) SS
COUNTY OF New Castle)

On this 27 day of December, 1994, before me personally appeared PATRICIA A. EVANS who me personally known, who being by me duly sworn, said that he/she is President of WILMINGTON TRUST COMPANY, that said instrument was signed on such date on behalf of said corporation on such day by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sonja F. Allen
Notary Public

[NOTARIAL SEAL]

SONJA F. ALLEN
NOTARY PUBLIC
NEW CASTLE, DE

My commission expires: _____

18182707 94162419

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EXHIBIT B

SECURED NOTES, SERIES A

Maturity Date: June 29, 2013
 Debt Rate: 9.13%
 Aggregate Principal Amount: \$11,304,351.04
 Payment Dates for Interest: June 29, 1995 and the dates set forth below

<u>Payment Date</u>	<u>Payment Amount (expressed as a % of aggregate Equipment Cost)</u>
December 29, 1995	0.00000
June 29, 1996	1.88453
December 29, 1996	0.00000
June 29, 1997	2.05659
December 29, 1997	0.00000
June 29, 1998	2.24435
December 29, 1998	0.00000
June 29, 1999	2.44926
December 29, 1999	0.00000
June 29, 2000	2.67288
December 29, 2000	0.00000
June 29, 2001	2.91691
December 29, 2001	0.00000
June 29, 2002	2.87117
December 29, 2002	0.00000
June 29, 2003	2.11095
December 29, 2003	0.00000
June 29, 2004	5.29152
December 29, 2004	0.00000
June 29, 2005	6.01886
December 29, 2005	0.00000
June 29, 2006	6.56838
December 29, 2006	0.00000
June 29, 2007	7.16807
December 29, 2007	0.00000
June 29, 2008	7.82252
December 29, 2008	0.09353
June 29, 2009	8.44745
December 29, 2009	0.48343
June 29, 2010	8.76630
December 29, 2010	2.02362
June 29, 2011	0.00000
December 29, 2011	0.00000
June 29, 2012	0.00000
December 29, 2012	0.00000
June 29, 2013	1.00000
	<hr/> <hr/>
	72.89032

LEASE SUPPLEMENT 1994-3 NO. 1, dated December 30, 1994 (this "**Lease Supplement**"), between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee ("**Lessor**") under the Trust Agreement, and WISCONSIN CENTRAL LTD., a Delaware corporation ("**Lessee**");

R E C I T A L S :

A. Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement 1994-3 dated as of December 27, 1994 (the "**Lease**"). Unless otherwise defined herein, capitalized terms used herein have the meanings specified in Appendix A to the Lease; and

B. The Lease provides for the execution and delivery of a Lease Supplement on each Closing Date substantially in the form hereof for the purpose of confirming the acceptance and lease of certain of the Units under the Lease in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. **Inspection and Approval.** Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between Lessor and Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. **Delivery and Acceptance.** Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. **Warranty.** Lessee hereby represents and warrants that no event that would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. **Basic Rent, Stipulated Loss Values, Termination Values and EBO Prices.** The Basic Rent payable under Section 3.2 of the Lease, Stipulated Loss Values, Termination Values and EBO Prices applicable in respect of the Units are set forth, respectively, on the appropriate portions of revised Schedules 3, 4, 5 and 7 to the Participation Agreement. The Equipment Cost is set forth opposite such Unit on Schedule 1 hereto.

5. Confirmation. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement 1994-3, dated as of December 27, 1994", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

9. Governing Law. This Lease Supplement shall be governed by and construed in accordance with the laws and decisions of Illinois without regard to principles of conflicts of laws; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

10. Warranties. The execution and delivery of this Lease Supplement in no way relieves or decreases the responsibility of any Manufacturer for the warranties it has made with respect to any Unit.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee

By: _____
Name: _____
Title: _____

LESSEE:

WISCONSIN CENTRAL LTD.

By: Susan H. Norton
Name: Susan H. Norton
Title: AVP-Treasurer

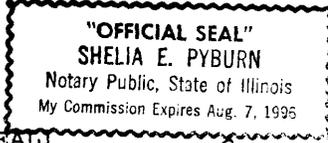
Receipt of the original
counterpart of the foregoing
Lease is hereby acknowledged
this ____ day of December, 1994.

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION,
as Indenture Trustee

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 27th of December, 1994, before me personally appeared SUSAN H. NORTON, to me personally known, who being by me duly sworn, say that he/she is AVP-TREASURER of WISCONSIN CENTRAL LTD., that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Shelia E. Pyburn
Notary Public

[NOTARIAL SEAL]

My commission expires:

August 7, 1996

**Lease Supplement
1994-3**

SCHEDULE 1

Units

<u>Unit</u>	<u>Per Unit Equipment Cost</u>
397 Rebuilt Plate B 50-foot 70-ton Boxcars built in 1975. Boxcars bearing car numbers listed on attached sheets.	\$39,064.77

Equipment Cost for the Units: \$15,508,713.69

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12/27/94

	<u>OLD #</u>	<u>NEW #</u>	<u>Date</u> <u>Received</u>	<u>Tranche #</u>
1	114059	26966	23-Dec-94	1
2	115011	26999	23-Dec-94	1
3	115000	27300	14-Sep-94	1
4	115001	27301	18-Nov-94	1
5	115002	27302	05-Aug-94	1
6	115003	27303	27-Jul-94	1
7	115004	27304	04-Aug-94	1
8	115005	27305	09-Dec-94	1
9	115006	27306	13-Oct-94	1
10	115007	27307	22-Jul-94	1
11	115012	27311	11-Nov-94	1
12	115014	27313	24-Oct-94	1
13	115016	27315	29-Aug-94	1
14	115019	27318	05-Aug-94	1
15	115020	27319	15-Aug-94	1
16	115021	27320	23-Dec-94	1
17	115022	27321	08-Nov-94	1
18	115024	27323	28-Nov-94	1
19	115025	27324	23-Dec-94	1
20	115027	27326	10-Aug-94	1
21	115028	27327	22-Jul-94	1
22	115029	27328	29-Nov-94	1
23	115030	27329	10-Oct-94	1
24	115031	27330	16-Dec-94	1
25	115032	27331	29-Sep-94	1
26	115034	27333	27-Sep-94	1
27	115035	27334	14-Oct-94	1
28	115037	27336	31-Oct-94	1
29	115038	27337	02-Nov-94	1
30	115042	27341	18-Aug-94	1
31	115044	27343	23-Dec-94	1
32	115045	27344	05-Dec-94	1
33	115046	27345	18-Nov-94	1
34	115050	27349	18-Nov-94	1
35	115051	27350	11-Oct-94	1
36	115054	27352	20-Sep-94	1
37	115058	27356	12-Oct-94	1
38	115060	27358	11-Oct-94	1
39	115061	27359	10-Nov-94	1
40	115062	27360	23-Sep-94	1
41	115063	27361	21-Sep-94	1

Cars received through 12/23/94

12/27/94

	<u>OLD #</u>	<u>NEW #</u>	<u>Date</u> <u>Received</u>	<u>Tranche #</u>
42	115064	27362	19-Oct-94	1
43	115065	27363	29-Jul-94	1
44	115066	27364	23-Aug-94	1
45	115067	27365	05-Aug-94	1
46	115068	27366	12-Oct-94	1
47	115070	27368	05-Aug-94	1
48	115075	27373	07-Sep-94	1
49	115077	27375	16-Nov-94	1
50	115078	27376	28-Jul-94	1
51	115081	27379	23-Nov-94	1
52	115082	27380	13-Oct-94	1
53	115083	27381	26-Aug-94	1
54	115085	27383	27-Jul-94	1
55	115086	27384	21-Nov-94	1
56	115087	27385	18-Aug-94	1
57	115088	27386	18-Nov-94	1
58	115091	27389	18-Nov-94	1
59	115093	27391	08-Dec-94	1
60	115095	27393	29-Sep-94	1
61	115096	27394	17-Oct-94	1
62	115101	27398	07-Oct-94	1
63	115102	27399	27-Sep-94	1
64	115104	27401	20-Oct-94	1
65	115105	27402	28-Oct-94	1
66	115106	27403	26-Aug-94	1
67	115107	27404	12-Dec-94	1
68	115109	27406	11-Oct-94	1
69	115112	27409	23-Dec-94	1
70	115113	27410	30-Nov-94	1
71	115115	27412	25-Oct-94	1
72	115116	27413	21-Nov-94	1
73	115119	27416	07-Oct-94	1
74	115120	27417	12-Aug-94	1
75	115121	27418	30-Nov-94	1
76	115122	27419	16-Aug-94	1
77	115124	27420	10-Nov-94	1
78	115125	27421	26-Oct-94	1
79	115128	27424	29-Aug-94	1
80	115129	27425	05-Oct-94	1
81	115131	27427	06-Dec-94	1
82	115133	27429	05-Dec-94	1

Cars received through 12/23/94

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12/27/94

	<u>OLD #</u>	<u>NEW #</u>	<u>Date Received</u>	<u>Tranche #</u>
83	115134	27430	16-Aug-94	1
84	115135	27431	16-Dec-94	1
85	115136	27432	06-Oct-94	1
86	115137	27433	17-Oct-94	1
87	115138	27434	07-Oct-94	1
88	115141	27437	19-Aug-94	1
89	115143	27439	14-Dec-94	1
90	115146	27442	15-Nov-94	1
91	115147	27443	08-Dec-94	1
92	115148	27444	06-Sep-94	1
93	115152	27448	30-Nov-94	1
94	115153	27449	02-Dec-94	1
95	115155	27451	28-Nov-94	1
96	115156	27452	24-Aug-94	1
97	115157	27453	15-Nov-94	1
98	115161	27457	25-Jul-94	1
99	115163	27459	08-Aug-94	1
100	115165	27461	16-Sep-94	1
101	115166	27462	22-Sep-94	1
102	115167	27463	14-Oct-94	1
103	115168	27464	05-Dec-94	1
104	115170	27466	07-Oct-94	1
105	115171	27467	26-Sep-94	1
106	115173	27469	08-Nov-94	1
107	115174	27470	20-Dec-94	1
108	115176	27472	02-Sep-94	1
109	115177	27473	08-Sep-94	1
110	115179	27475	26-Jul-94	1
111	115180	27476	30-Nov-94	1
112	115181	27477	04-Aug-94	1
113	115182	27478	26-Aug-94	1
114	115183	27479	26-Sep-94	1
115	115184	27480	18-Oct-94	1
116	115185	27481	08-Jul-94	1
117	115186	27482	30-Aug-94	1
118	115187	27483	13-Sep-94	1
119	115188	27484	07-Dec-94	1
120	115190	27486	30-Sep-94	1
121	115192	27488	19-Oct-94	1
122	115193	27489	31-Oct-94	1
123	115196	27492	23-Nov-94	1

Cars received through 12/23/94

12/27/94

	<u>OLD #</u>	<u>NEW #</u>	<u>Date Received</u>	<u>Tranche #</u>
124	115198	27494	28-Sep-94	1
125	115201	27497	28-Sep-94	1
126	115203	27499	09-Dec-94	1
127	115204	27500	14-Dec-94	1
128	115205	27501	25-Jul-94	1
129	115207	27503	24-Oct-94	1
130	115208	27504	21-Nov-94	1
131	115209	27505	27-Oct-94	1
132	115212	27508	08-Nov-94	1
133	115213	27509	04-Aug-94	1
134	115214	27510	22-Jul-94	1
135	115215	27511	01-Sep-94	1
136	115217	27513	06-Sep-94	1
137	115219	27515	02-Dec-94	1
138	115220	27516	15-Sep-94	1
139	115222	27518	16-Nov-94	1
140	115223	27519	09-Sep-94	1
141	115224	27520	06-Sep-94	1
142	115227	27522	12-Dec-94	1
143	115228	27523	09-Sep-94	1
144	115229	27524	14-Nov-94	1
145	115230	27525	21-Sep-94	1
146	115237	27530	28-Sep-94	1
147	115238	27531	26-Oct-94	1
148	115239	27532	11-Nov-94	1
149	115240	27533	20-Oct-94	1
150	115242	27535	20-Sep-94	1
151	115244	27537	22-Jul-94	1
152	115245	27538	29-Sep-94	1
153	115246	27539	02-Dec-94	1
154	115247	27540	19-Oct-94	1
155	115250	27543	31-Oct-94	1
156	115251	27544	10-Aug-94	1
157	115253	27546	27-Oct-94	1
158	115255	27548	22-Aug-94	1
159	115256	27549	05-Oct-94	1
160	115257	27550	15-Dec-94	1
161	115258	27551	23-Sep-94	1
162	115259	27552	22-Nov-94	1
163	115261	27553	08-Sep-94	1
164	115265	27557	28-Oct-94	1

Cars received through 12/23/94

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12/27/94

	<u>OLD #</u>	<u>NEW #</u>	<u>Date Received</u>	<u>Tranche #</u>
165	115266	27558	10-Oct-94	1
166	115270	27562	07-Nov-94	1
167	115271	27563	13-Sep-94	1
168	115272	27564	19-Oct-94	1
169	115273	27565	30-Nov-94	1
170	115274	27566	21-Nov-94	1
171	115275	27567	28-Jul-94	1
172	115276	27568	20-Dec-94	1
173	115278	27570	08-Dec-94	1
174	115279	27571	31-Aug-94	1
175	115281	27573	11-Nov-94	1
176	115283	27575	06-Dec-94	1
177	115285	27577	08-Dec-94	1
178	115287	27579	02-Nov-94	1
179	115289	27581	10-Oct-94	1
180	115291	27582	09-Dec-94	1
181	115294	27585	19-Sep-94	1
182	115295	27586	29-Jul-94	1
183	115296	27587	15-Dec-94	1
184	115298	27589	22-Aug-94	1
185	115299	27590	07-Nov-94	1
186	115300	27591	10-Nov-94	1
187	115301	27592	29-Sep-94	1
188	115303	27594	25-Oct-94	1
189	115304	27595	20-Dec-94	1
190	115307	27598	24-Oct-94	1
191	115309	27600	05-Oct-94	1
192	115310	27601	14-Oct-94	1
193	115311	27602	21-Oct-94	1
194	115312	27603	17-Oct-94	1
195	115314	27604	07-Dec-94	1
196	115315	27605	21-Oct-94	1
197	115316	27606	06-Sep-94	1
198	115320	27610	30-Sep-94	1
199	115321	27611	14-Sep-94	1
200	115322	27612	03-Oct-94	1
201	115324	27614	16-Nov-94	1
202	115325	27615	16-Aug-94	1
203	115326	27616	09-Aug-94	1
204	115328	27618	07-Dec-94	1
205	115329	27619	13-Sep-94	1

Cars received through 12/23/94

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12/27/94

	OLD #	NEW #	Date Received	Tranche #
206	115330	27620	05-Dec-94	1
207	115332	27622	27-Sep-94	1
208	115333	27623	12-Aug-94	1
209	115334	27624	25-Oct-94	1
210	115337	27627	22-Jul-94	1
211	115338	27628	21-Oct-94	1
212	115341	27630	08-Jul-94	1
213	115342	27631	28-Oct-94	1
214	115343	27632	15-Sep-94	1
215	115345	27634	04-Aug-94	1
216	115348	27637	22-Sep-94	1
217	115349	27638	29-Jul-94	1
218	115352	27641	04-Nov-94	1
219	115353	27642	27-Sep-94	1
220	115358	27646	13-Oct-94	1
221	115360	27648	03-Aug-94	1
222	115361	27649	18-Oct-94	1
223	115363	27651	08-Nov-94	1
224	115365	27653	09-Sep-94	1
225	115369	27657	28-Sep-94	1
226	115370	27658	14-Nov-94	1
227	115372	27660	08-Dec-94	1
228	115373	27661	08-Jul-94	1
229	115374	27662	17-Nov-94	1
230	115375	27663	22-Sep-94	1
231	115376	27664	23-Nov-94	1
232	115377	27665	10-Aug-94	1
233	115378	27666	21-Sep-94	1
234	115381	27669	18-Nov-94	1
235	115382	27670	14-Dec-94	1
236	115385	27673	03-Aug-94	1
237	115386	27674	16-Sep-94	1
238	115387	27675	29-Nov-94	1
239	115388	27676	12-Oct-94	1
240	115389	27677	24-Aug-94	1
241	115390	27678	22-Aug-94	1
242	115391	27679	15-Aug-94	1
243	115392	27680	13-Sep-94	1
244	115394	27682	28-Oct-94	1
245	115395	27683	29-Aug-94	1
246	115396	27684	09-Aug-94	1

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	<u>OLD #</u>	<u>NEW #</u>	<u>Date Received</u>	<u>Tranche #</u>
247	115397	27685	16-Aug-94	1
248	115399	27687	17-Nov-94	1
249	115400	27688	31-Aug-94	1
250	115401	27689	28-Sep-94	1
251	115403	27691	21-Oct-94	1
252	115404	27692	25-Oct-94	1
253	115407	27695	20-Oct-94	1
254	115408	27696	12-Dec-94	1
255	115409	27697	06-Oct-94	1
256	115410	27698	18-Nov-94	1
257	115411	27699	10-Oct-94	1
258	115412	27700	15-Sep-94	1
259	115415	27703	26-Oct-94	1
260	115416	27704	15-Dec-94	1
261	115418	27706	23-Nov-94	1
262	115419	27707	22-Nov-94	1
263	115420	27708	02-Sep-94	1
264	115421	27709	15-Sep-94	1
265	115422	27710	25-Aug-94	1
266	115423	27711	16-Dec-94	1
267	115426	27715	06-Oct-94	1
268	115429	27718	18-Oct-94	1
269	115430	27719	11-Oct-94	1
270	115431	27720	11-Nov-94	1
271	115434	27722	22-Nov-94	1
272	115435	27723	07-Sep-94	1
273	115439	27726	02-Sep-94	1
274	115441	27728	10-Nov-94	1
275	115442	27729	28-Nov-94	1
276	115443	27730	31-Oct-94	1
277	115446	27733	20-Oct-94	1
278	115447	27734	07-Nov-94	1
279	115448	27735	17-Oct-94	1
280	115449	27736	08-Dec-94	1
281	115452	27739	13-Dec-94	1
282	115453	27740	14-Dec-94	1
283	115457	27744	11-Nov-94	1
284	115458	27745	05-Oct-94	1
285	115459	27746	19-Sep-94	1
286	115460	27747	19-Sep-94	1
287	115461	27748	05-Oct-94	1

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	<u>OLD#</u>	<u>NEW#</u>	<u>Date</u> <u>Received</u>	<u>Tranche#</u>
288	115462	27749	31-Oct-94	1
289	115463	27750	26-Sep-94	1
290	115467	27754	19-Aug-94	1
291	115470	27757	08-Sep-94	1
292	115472	27759	13-Sep-94	1
293	115474	27761	10-Aug-94	1
294	115475	27762	22-Nov-94	1
295	115476	27763	31-Aug-94	1
296	115477	27764	26-Oct-94	1
297	115479	27766	04-Aug-94	1
298	115480	27767	03-Aug-94	1
299	115483	27770	31-Aug-94	1
300	115486	27773	30-Nov-94	1
301	115490	27777	11-Nov-94	1
302	115491	27778	30-Aug-94	1
303	115496	27783	30-Aug-94	1
304	115497	27784	08-Jul-94	1
305	115499	27786	22-Jul-94	1
306	115500	27787	16-Sep-94	1
307	115504	27791	10-Aug-94	1
308	115505	27792	13-Sep-94	1
309	115506	27793	07-Nov-94	1
310	115511	27798	04-Nov-94	1
311	115512	27799	24-Aug-94	1
312	115513	27800	02-Nov-94	1
313	115514	27801	23-Dec-94	1
314	115516	27803	31-Oct-94	1
315	115517	27804	30-Sep-94	1
316	115518	27805	26-Jul-94	1
317	115519	27806	01-Dec-94	1
318	115522	27809	20-Sep-94	1
319	115525	27812	16-Sep-94	1
320	115529	27816	16-Aug-94	1
321	115532	27819	29-Nov-94	1
322	115533	27820	24-Oct-94	1
323	115534	27821	16-Nov-94	1
324	115536	27823	29-Nov-94	1
325	115538	27825	14-Sep-94	1
326	115540	27827	30-Aug-94	1
327	115542	27829	23-Dec-94	1
328	115543	27830	02-Dec-94	1

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	<u>OLD#</u>	<u>NEW#</u>	<u>Date</u> <u>Received</u>	<u>Tranche #</u>
329	115544	27831	18-Oct-94	1
330	115545	27832	26-Sep-94	1
331	115548	27835	05-Oct-94	1
332	115551	27838	10-Nov-94	1
333	115555	27842	29-Jul-94	1
334	115557	27844	05-Oct-94	1
335	115558	27845	13-Oct-94	1
336	115560	27847	23-Sep-94	1
337	115561	27848	24-Aug-94	1
338	115563	27850	19-Aug-94	1
339	115564	27851	10-Nov-94	1
340	115567	27854	09-Aug-94	1
341	115572	27859	01-Sep-94	1
342	115575	27862	10-Nov-94	1
343	115577	27864	18-Nov-94	1
344	115580	27867	05-Oct-94	1
345	115581	27868	15-Nov-94	1
346	115583	27870	20-Sep-94	1
347	115587	27874	08-Nov-94	1
348	115588	27875	26-Aug-94	1
349	115590	27877	01-Dec-94	1
350	115594	27881	13-Dec-94	1
351	115596	27883	06-Oct-94	1
352	115597	27884	13-Sep-94	1
353	115602	27889	07-Sep-94	1
354	115604	27891	08-Aug-94	1
355	115605	27892	12-Oct-94	1
356	115606	27893	30-Sep-94	1
357	115607	27894	03-Oct-94	1
358	115608	27895	10-Aug-94	1
359	115610	27897	14-Nov-94	1
360	115611	27898	14-Oct-94	1
361	115612	27899	09-Sep-94	1
362	115613	27900	12-Dec-94	1
363	115614	27901	09-Dec-94	1
364	115615	27902	20-Dec-94	1
365	115616	27903	23-Aug-94	1
366	115618	27905	30-Aug-94	1
367	115619	27906	27-Oct-94	1
368	115621	27908	29-Jul-94	1
369	115622	27909	29-Sep-94	1

Cars received through 12/23/94

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	<u>OLD #</u>	<u>NEW #</u>	<u>Date Received</u>	<u>Tranche #</u>
370	115623	27910	13-Dec-94	1
371	115625	27911	12-Aug-94	1
372	115626	27912	14-Sep-94	1
373	115627	27913	15-Dec-94	1
374	115634	27920	22-Jul-94	1
375	115635	27921	07-Sep-94	1
376	115637	27923	20-Dec-94	1
377	115640	27926	07-Nov-94	1
378	115641	27927	19-Sep-94	1
379	115643	27928	18-Aug-94	1
380	115646	27931	16-Aug-94	1
381	115647	27932	20-Sep-94	1
382	115648	27933	21-Sep-94	1
383	115649	27934	22-Jul-94	1
384	115651	27938	16-Dec-94	1
385	115653	27938	02-Nov-94	1
386	115655	27940	06-Dec-94	1
387	115657	27941	21-Nov-94	1
388	115658	27942	25-Aug-94	1
389	115659	27943	13-Sep-94	1
390	115666	27950	28-Oct-94	1
391	115667	27951	30-Nov-94	1
392	115668	27952	10-Aug-94	1
393	115669	27953	25-Aug-94	1
394	115670	27954	04-Nov-94	1
395	115671	27955	15-Nov-94	1
396	115672	27956	28-Nov-94	1
397	115675	27959	25-Jul-94	1

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