

ROOKS, PITTS AND POUST

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

Rolling Stock Security Agreement between Chicago Freight Car Leasing Co.,  
One O'Hare Center, Suite 5010, 6250 North River Road, Rosemont, Illinois 60018

*W. J. ...*

0100125046

LAW OFFICES OF

ROOKS, PITTS AND POUST

XEROX CENTRE

SUITE 1500

55 WEST MONROE STREET

CHICAGO, ILLINOIS 60603

312-372-5600

FACSIMILE 312-726-9239 OR 312-726-2396

TELEX MCI/WUI 650-3698534

JOLIET OFFICE

111 NORTH OTTAWA STREET

P. O. BOX 943

JOLIET, ILLINOIS 60434

815-727-4511

FACSIMILE 815-727-1586

WHEATON OFFICE  
201 NAPERVILLE ROAD  
WHEATON, ILLINOIS 60187  
708-690-8500  
FACSIMILE 708-690-8553

RECORDATION NO. 18722 FILED 1425

FEB 28 1994 - 2:30 PM

INTERSTATE COMMERCE COMMISSION

February 16, 1994

NICK MARSICO  
312-845-1456

**VIA CERTIFIED MAIL -  
RETURN RECEIPT REQUESTED**

Mr. Sydney L. Strickland, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed you will find an original and two copies of the document described below, along with a certificate executed by a Notary Public stating that the copies are identical in all respects to the original, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a security agreement, a primary document, dated January 5, 1994.

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

Secured Party: The Northern Trust Company  
50 South LaSalle Street  
Chicago, Illinois 60675

Debtor: Chicago Freight Car Leasing Co.  
One O'Hare Center, Suite 5010  
6250 North River Road  
Rosemont, Illinois 60018

A description of the railroad equipment covered by the Security Agreement is set forth in Exhibit A attached hereto and...

RECEIVED  
OFFICE OF THE  
SECRETARY  
FEB 28 2 28 PM '94  
LICENSING DIVISION

LAW OFFICES OF  
**ROOKS, PITTS AND POUST**

XEROX CENTRE  
SUITE 1500

55 WEST MONROE STREET  
CHICAGO, ILLINOIS 60603

312-372-5600

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TELEX MCI/WUI 650-3698534

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P. O. BOX 943  
JOLIET, ILLINOIS 60434  
815-727-4511  
FACSIMILE 815-727-1566

WHEATON OFFICE  
201 NAPERVILLE ROAD  
WHEATON, ILLINOIS 60187  
708-690-8500  
FACSIMILE 708-690-8553

NICK MARSICO  
312-845-1456

February 23, 1994

**VIA CERTIFIED MAIL -  
RETURN RECEIPT REQUESTED**

Ms. Mildred Lee  
Interstate Commerce Commission  
12th and Constitutional Avenue, N.W.  
Room 2303  
Washington, D.C. 20423

Dear Ms. Lee:

As we discussed, enclosed is a check in the amount of \$2.00 to cover the additional filing fee due with respect to the Rolling Stock Security Agreement between Chicago Freight Car Leasing Co. ("Debtor") and The Northern Trust Company ("Secured Party"), dated January 5, 1994. A copy of my February 16, 1994 letter regarding this matter is attached.

If you have any questions regarding this matter, please call me.

Very truly yours,

  
\_\_\_\_\_  
Nick Marsico, Esq.  
Attorney for The Northern Trust Company

NM:mmi  
Enclosures

cc: Mark Anderson

**Interstate Commerce Commission**  
Washington, D.C. 20423

3/7/94

OFFICE OF THE SECRETARY

Nick Marsico, Esq  
Rooks, Pitts And Poust  
xerox Center Suite 1500  
55 West Monroe Street  
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on 2/28/94 at 2:30pm, and assigned  
recording number(s). 18722

Sincerely yours,

Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

FEB 28 1994-2 30 PM

SECURITY AGREEMENT  
(ROLLING STOCK AND LEASES) INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT ("Agreement") is made and entered into as of the 5th day of January, 1994, between CHICAGO FREIGHT CAR LEASING CO. (hereinafter referred to as "Debtor") and THE NORTHERN TRUST COMPANY (hereinafter referred to as "Creditor").

W I T N E S S E T H:

1. Security. To induce Creditor to enter into that certain Consent and Amendment to Revolving Credit and Term Loan Agreement between Debtor and Creditor, dated as of even date herewith (the "Amendment"), and in consideration thereof and of any loans, advances or financial accommodations heretofore or hereafter granted by Creditor to or for the Debtor's account, the Debtor hereby conveys, hypothecates, mortgages, assigns, pledges, sets over, delivers and grants to Creditor a security interest in all of Debtor's right, title and interest in, to and under the following, regardless of where located and whether now existing or hereafter arising or acquired:

(a) the goods described in Exhibit A hereto and all other goods of like type hereafter specifically aliened to Creditor, together with all replacements thereof, and all accessories, attachments and accessions now or hereafter acquired or appertaining thereto (collectively, the "Rolling Stock");

(b) all leases and other agreements pertaining to the Rolling Stock and all rights to payment and other rights thereunder, including without limitation accounts receivable, rents, claims, security deposits, contract rights, general intangibles and chattel paper, but only insofar as the same pertain to the Rolling Stock (collectively, the "Leases");

(c) all security, guarantees, waivers, deposits and other agreements, instruments and property received by or on behalf of the Debtor in connection with any of the Leases;

(d) all books and records pertaining to the Rolling Stock and/or the Leases;

(e) any balance or share of Debtor in any deposit or other account with Creditor; and

(f) all proceeds, including insurance proceeds, of the foregoing and products of the foregoing.

All of the foregoing (collectively, the "Collateral") are pledged and aliened hereunder as security for the payment of all amounts now or hereafter due from Debtor to Creditor under or pursuant to that certain Revolving Credit and Term Loan Agreement dated as of March 29, 1990, between Debtor and Creditor (as amended from time to time, the "Loan Agreement").

2. Representations and Warranties. To induce Creditor to enter into the Amendment, the Debtor hereby makes the following representations and warranties to Creditor, each of which shall survive the execution and delivery of this Agreement, and shall continue to be true until termination hereof:

(a) The Debtor is a corporation duly organized and existing under the laws of the State of Delaware and is qualified to do business in every jurisdiction where the nature of its business requires it to be so qualified and where failure so to qualify might materially affect its business or assets, and has all requisite power and authority, corporate and otherwise, to conduct its business, to own its property, and to execute, deliver and perform all of its obligations under this Agreement and the Loan Agreement.

(b) The execution, delivery and performance of this Agreement and the creation of the liens and security interests provided for hereunder are within the Debtor's corporate power, have been duly authorized by all necessary or proper corporate action, including the consent of the Debtor's shareholders, if required, are not in contravention of any provision of law or of any agreement or other instrument (including without limitation any lease) by which the Debtor is bound or of Debtor's Certificate of Incorporation or By-Laws, and do not require the consent or approval of any governmental body, agency, authority or other person which has not been obtained and a copy thereof furnished to Creditor. This Agreement constitutes the Debtor's valid and binding obligation, enforceable against the Debtor in accordance with its terms.

(c) The Debtor is the legal and equitable owner of, and has the authority to grant a security interest in, the Collateral and holds the same free and clear of all liens, charges, encumbrances and security interests, except for liens specifically permitted under the Loan Agreement, and the Debtor has good right and legal authority to grant a security interest in, the Collateral in the manner hereby done and will defend its title thereto against the claims of all persons whomsoever.

(d) The Debtor's principal place of business and principal executive office are located at the address set forth after the Debtor's name on the signature page of this Agreement. All Rolling Stock is and will be used, located and kept solely within the 48 contiguous States of the U.S., except for temporary use in Canada and Mexico.

(e) The Debtor has concurrently with delivery of this Agreement provided to Creditor a letter listing all lessees of each item of Rolling Stock, and will advise Creditor on an annual basis (or more often, as Creditor may reasonably request) in writing of any new lessees and any new information relative to existing lessees.

3. Default. Each of the following shall constitute an "Event of Default" hereunder:

(a) if there shall occur any "Event of Default" under the Loan Agreement, as such term is defined therein;

(b) if any of the Collateral shall, in connection with any obligations or asserted obligations of the Debtor, be attached, levied upon, seized in any legal proceedings or held by virtue of any lien or distress;

(c) if the Debtor shall breach any representation, covenant, warranty or agreement set forth herein;

(d) if the Debtor makes any material misrepresentation to Creditor in this Agreement or in any document delivered in connection with any transaction relating hereto.

4. Termination. The Debtor acknowledges and agrees that this Agreement shall continue in full force and effect unless and until all obligations of Debtor to Creditor shall have been fully paid and performed and the Loan Agreement shall have been terminated.

5. Perfection of Security Interests.

(a) The Debtor will cause this Agreement, and any assignments hereof and any amendments or supplements hereto or thereto, to be filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303 of the Interstate Commerce Act. The Debtor will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, deposit and record any and all further instruments required by law or reasonably requested by the Creditor for the purposes specified in the immediately preceding sentence of this Section 5(a). The Debtor will promptly furnish to the Creditor certificates or other evidence satisfactory to the Creditor of any such filing, registering, depositing or recording. In addition, the Debtor will upon request by Creditor mark any or all items of Rolling Stock with such legend and in such manner as Creditor may require.

(b) With respect to Collateral for which perfection of a security interest is governed by the Uniform Commercial Code, Debtor will take all actions necessary to perfect the interests of Creditor therein, and will take such further actions as Creditor may request. Without limiting the generality of the foregoing, Debtor agrees to mark all items of Collateral consisting of chattel paper with a conspicuous legend revealing Creditor's security interest therein. Except as specifically permitted under Section 6(a), no Leases or other Collateral will be sold, aliened or otherwise transferred without the prior consent of Creditor.

(c) The Debtor will furnish to the Creditor, from time to time, upon the Creditor's request, such evidence as the Creditor may reasonably require to reflect that all necessary filings and

recordings have been made, and other actions taken, to protect the interests of the Creditor in and to the Collateral.

(d) The Debtor agrees that any financing statements filed hereunder shall remain in full force and effect until this Agreement shall have been terminated even if, at any time or times prior to such termination, the Debtor shall have no outstanding obligations to Creditor. Accordingly, the Debtor waives any rights which it may have under Section 9-404(1) of the Uniform Commercial Code to demand the filing of termination statements with respect to the Collateral, and agrees that Creditor shall not be required to send such termination statements to the Debtor, or to file them with any filing office, unless and until this Agreement shall have been terminated and all obligations of the Debtor to Creditor shall have been paid in full.

(e) Any item of Collateral which is an "instrument" (as defined in the Uniform Commercial Code) shall be delivered to Creditor immediately upon its receipt by the Debtor. The Debtor will from time to time upon request deliver to Creditor any other types or items of Collateral (other than Rolling Stock) which Creditor may specify.

6. Maintenance of Rolling Stock; Compliance; Insurance.

(a) The Debtor will at all times maintain the Rolling Stock or will use its best efforts to cause the Collateral to be maintained (other than obsolete Rolling Stock) in good order and repair at its own expense. Except for transfers of items of Rolling Stock effected in the ordinary course of the Debtor's business following substantial damage thereto, the Debtor will not sell, transfer or otherwise dispose of any Rolling Stock without the Creditor's prior written consent. In the event that any unit of the Rolling Stock shall be worn out, lost, stolen, destroyed, irreparably damaged, transferred as provided in the preceding sentence, or otherwise rendered permanently unfit for use from any cause whatsoever, or taken or requisitioned by a condemnation or otherwise (such occurrences being hereinafter called "Casualty Occurrences"), the Debtor shall inform the Creditor in regard thereto; such information shall be provided at least annually, and shall also be provided promptly after any time that the number of serviceable units of Rolling Stock falls below 760 or 750. If at any time the number of serviceable units of Rolling Stock aliened to Creditor hereunder falls below 750, the Debtor will within 10 days thereafter identify to Creditor substitute items of equipment, which must have a value equivalent to or greater than the affected Rolling Stock and be otherwise satisfactory to Creditor in all respects, for inclusion in the Rolling Stock aliened hereunder, so that the total number of serviceable units of Rolling Stock aliened to Creditor hereunder shall thereupon equal or exceed 775. The Debtor will deliver to Creditor all supplements hereto and other documents, and take all such other actions, as Creditor may require in connection with substitute items of equipment to be included in the Rolling Stock aliened hereunder.

(b) During the term of this Agreement, the Debtor will at all times comply in all respects with all laws of the jurisdictions in which its operations involving the Collateral may extend, with the interchange rules of the Association of American Railroads and with all lawful rules of the Department of Transport, Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Collateral, to the extent that such laws and rules affect the title, operation or use of the Collateral, and in the event that such rules or laws require any alteration, replacement or addition of any part on any unit of Collateral, the Debtor will conform therewith, at its own expense; provided, however, that the Debtor may in good faith contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Creditor, adversely affect the Collateral or the rights of the Creditor under this Agreement.

(c) The Debtor will maintain or cause to be maintained insurance in such amounts, and against such perils, as Creditor may reasonably require from time to time. Notwithstanding the foregoing, the Debtor (i) shall have the right to self-insure for physical damage to or destruction of the Rolling Stock, and (ii) shall not be required to carry insurance coverage of more than \$1,000,000.00 with respect to liability pertaining to the Rolling Stock. Any policies of property insurance covering Collateral shall show loss payable to Creditor on such form as Creditor may require, and all policies of liability insurance shall name Creditor as additional insured. Certificates of such insurance shall be delivered to Creditor upon request. The Debtor hereby appoints Creditor, in any event at Creditor's option, as the Debtor's agent and attorney-in-fact to compromise, adjust and settle all claims under such policies of insurance.

#### 7. Remedies.

(a) Upon the occurrence of an Event of Default, the Creditor (i) shall have all of the rights and remedies with respect to the Collateral specified in Section 7.2 of the Loan Agreement, (ii) shall have available to it all remedies provided by the Uniform Commercial Code or other applicable law, including without limitation the right to collect money due to the Debtor in respect of the Collateral, to enforce in the Debtor's name or otherwise all rights with respect to the Collateral, and to notify lessees under Leases to make payments directly to Creditor, and (iii) may, in addition, take or cause to be taken by its agent or agents immediate possession of the Rolling Stock or one or more of the units thereof, without liability to return to the Debtor any sums theretofore paid and free from all claims whatsoever, and remove the same from possession and use of the Debtor or any other person and for such purpose may enter upon the Debtor's premises or any other premises where the Rolling Stock may be located and may use and employ in connection with such removal any supplies, services and equipment and any available trackage and other facilities or means of the Debtor or otherwise.

(b) In case the Creditor shall demand possession of the Rolling Stock after the occurrence of an Event of Default and shall reasonably designate a point or points upon the premises of the Debtor or elsewhere for the delivery of Rolling Stock to the Creditor, the Debtor shall, at its own expense forthwith and in the usual manner (including, but not by way of limitation, giving prompt notice to the Association of American Railroads and all railroads to which any part of the Rolling Stock has been interchanged to return the Rolling Stock so interchanged), cause (i) the Rolling Stock to be moved to such point or points as shall be designated by the Creditor and shall there deliver the Rolling Stock or cause it to be delivered to the Creditor and (ii) the Rolling Stock to be moved to such interchange point or points as shall be designated by the Creditor upon any sale, lease or other disposal of all or any part of the Rolling Stock by the Creditor. At the option of the Creditor, the Creditor may keep the Rolling Stock on any of the premises of the Debtor or elsewhere until the Creditor shall have leased, sold or otherwise disposed of the same, and for such purpose the Debtor agrees to furnish, without charge for rent or storage, the necessary facilities at any point or points selected by the Creditor, at the Debtor's risk, to permit inspection of the Rolling Stock by the Creditor, the Creditor's representatives and prospective purchasers and users. The provisions of this Section 7(b) are an essential part of the agreement between the parties and, upon application to any court of equity having jurisdiction in the premises, the Creditor shall be entitled to a decree against the Debtor requiring specific performance hereof. To the extent permitted by law, the Debtor hereby expressly waives any and all claims against the Creditor and its agent or agents for damages of whatever nature in connection with any retaking of any unit of the Rolling Stock in any manner.

(c) In exercising its right to sell, lease or otherwise dispose of the Collateral, Creditor may sell, lease or otherwise dispose of all or any Collateral at public or private sale or sales, with such notice as may be required by law, in lots or in bulk, all as Creditor, in its sole discretion, may deem advisable; such sales may be adjourned from time to time with or without notice. Creditor shall have the right to conduct such sales on the Debtor's premises or elsewhere and shall have the right to use the Debtor's premises without charge for such sales for such time or times as Creditor may see fit. Creditor is hereby granted a license or other right to use, without charge, the Debtor's labels, patents, copyrights, rights of use of any name, trade secrets, tradenames, trademarks, service marks and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in advertising for sale and selling any Collateral and the Debtor's rights under all licenses and all franchise agreements shall inure to the benefit of Creditor. Creditor 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 Creditor may purchase all or any part of the Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Debtor's obligations to Creditor. The proceeds realized from

the sale of any Collateral shall be applied first to the costs, expenses and attorneys' fees and expenses incurred by Creditor for collection and for acquisition, completion, protection, removal, storage, sale and delivery of the Collateral; second to fees due to Creditor; third to interest due upon any of the Debtor's obligations to Creditor; and fourth to the principal of the Debtor's obligations to Creditor. If any deficiency shall arise, the Debtor shall remain liable to Creditor therefor.

(d) Any notice of any sale, lease, other disposition or other intended action by Creditor shall be reasonable if it is given to the Debtor at least ten (10) days in advance of the intended disposition or other intended action.

8. Waivers; Amendments; Successors and Assigns.

(a) The Debtor waives presentment and protest of any instrument and notice thereof, notice of default and all other notices to which the Debtor might otherwise be entitled.

(b) Failure by the Creditor to exercise any right, remedy or option under this Agreement or in any other agreement between the parties hereto, or delay by Creditor in exercising the same, will not operate as a waiver.

(c) No waiver by Creditor will be effective unless it is in writing and then only to the extent specifically stated, and no waiver by Creditor on any occasion shall affect or diminish Creditor's rights thereafter to require strict performance by the Debtor of any provision of this Agreement.

(d) Creditor's rights and remedies under this Agreement will be cumulative and not exclusive of any other right or remedy which Creditor may have.

(e) Each party hereto waives all right to trial by a jury in any litigation relating to transactions under this Agreement.

(f) This Agreement cannot be changed or terminated orally.

(g) The Creditor shall have the right to assign this Agreement and to transfer, assign or sell participations in its interest hereunder from time to time but the Debtor shall not be permitted to assign this Agreement or any interest herein.

(h) All of the rights, privileges, remedies and options given to Creditor hereunder shall inure to the benefit of its successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of the Agreement shall inure to the benefit of and shall bind the representatives, successors and assigns of the Debtor.

9. General Provisions.

(a) Section headings used herein are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Agreement.

(b) Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(c) The Debtor covenants, warrants and represents to Creditor that all representations and warranties contained in this Agreement shall be true at the time of the Debtor's execution of this Agreement, shall survive the execution, delivery and acceptance thereof by the parties hereto and the closing of the transactions described herein or related hereto, and (except to the extent that they shall be untrue solely as a result of transactions permitted by the Loan Agreement or this Agreement or otherwise consented to by Creditor) shall be true from the time of the execution of this Agreement until the termination of this Agreement as provided in Section 4 hereof.

(d) No termination or cancellation (regardless of cause or procedure) of the Loan Agreement shall in any way affect or impair the powers, obligations, duties, rights and liabilities of the parties hereto in any way with respect to (i) any transactions or event occurring prior to such termination or cancellation, (ii) the Collateral, or (iii) any of the Debtor's undertakings, agreements, covenants, warranties and representations contained in this Agreement or the Loan Agreement, and all such undertakings, agreements, covenants, warranties and representations shall survive such termination or cancellation until all of the Debtor's obligations to Creditor of every nature whatsoever shall have been fully paid and satisfied.

(e) Creditor may, in its sole discretion, (i) exchange, enforce, waive or release any security or portion of the Collateral, (ii) apply such security or any proceeds of the Collateral and direct the order or manner of sale thereof as Creditor may, from time to time, determine, and (iii) settle, compromise, collect or otherwise liquidate any such security or Collateral for the Debtor's obligations to Creditor in any manner following the occurrence of an Event of Default without affecting or impairing Creditor's right to take any other further action with respect to any security or Collateral for such obligations or any part thereof.

(f) The Debtor recognizes that, in the event it fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy of law may prove to be inadequate relief to Creditor; therefore, the Debtor agrees that Creditor, if

it so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(g) This Agreement has been negotiated, executed and delivered in and is to be performed in the State of Illinois. The validity of this Agreement and of all transactions provided for herein shall be governed by, interpreted and construed under, and in accordance with, the internal laws (and not the law of conflicts) of the State of Illinois, provided, however, that the parties shall be entitled to all rights conferred by the Interstate Commerce Act and such additional rights arising out of the filing, recording or deposit hereof, if any, and of any assignment hereof as shall be conferred by the laws of the several jurisdictions in which this Agreement or any assignment hereof or any financing statement shall be filed, recorded or deposited.

DEBTOR:

CHICAGO FREIGHT CAR LEASING CO.  
One O'Hare Center  
6250 North River Road, Suite 5010  
Rosemont, Illinois 60018

By: Fred A. Sasser  
Title: PRESIDENT

CREDITOR:

THE NORTHERN TRUST COMPANY  
50 South LaSalle Street  
Chicago, Illinois 60675

By: John M. Conyers  
Title: Vice President

State of Illinois )  
                          )  
County of Cook    )

On this 5th day of January, 1994, before me personally appeared Fred Sasser, to me personally known to be the President of Chicago Freight Car Leasing Co., who being by me duly sworn, acknowledged that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

Maxine J. Klyczek  
Notary Public

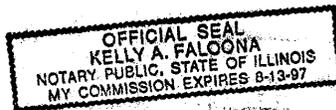


Notary Seal:

State of Illinois )  
                          )  
County of Cook    )

On this 14th day of January, 1994, before me personally appeared Robert A. Falona to me personally known to be a Vice President of The Northern Trust Company, who being by me duly sworn, acknowledged that he, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the association by himself as such Vice President.

Kelly A. Falona  
Notary Public



Notary Seal:

EXHIBIT A

Certain 4750 cubic feet hopper cars built by Pullman Standard or by Thrall Car Manufacturing Co. and more particularly identified on the attached 16-page list.

**SEQ. NO. INITIAL NUMBER**

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1 . CRDX	8630
2 . CRDX	8631
3 . CRDX	8632
4 . CRDX	8633
5 . CRDX	8635
6 . CRDX	8636
7 . CRDX	8637
8 . CRDX	8639
9 . CRDX	8640
10 . CRDX	8642
11 . CRDX	8643
12 . CRDX	8645
13 . CRDX	8647
14 . CRDX	8648
15 . CRDX	8650
16 . CRDX	8651
17 . CRDX	8652
18 . CRDX	8653
19 . CRDX	8656
20 . CRDX	8657
21 . CRDX	8659
22 . CRDX	8661
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24 . CRDX	8663
25 . CRDX	8664
26 . CRDX	8666
27 . CRDX	8667
28 . CRDX	8668
29 . CRDX	8670
30 . CRDX	8671
31 . CRDX	8672
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39 . CRDX	8682
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41 . CRDX	8684
42 . CRDX	8686
43 . CRDX	8687
44 . CRDX	8688
45 . CRDX	8689
46 . CRDX	8693
47 . CRDX	8694
48 . CRDX	8695
49 . CRDX	8697
50 . CRDX	8698

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75 . CRDX	8736
76 . CRDX	8737
77 . CRDX	8738
78 . IC	768599
79 . IC	768600
80 . CRDX	8150
81 . CRDX	8152
82 . MMRR	8153
83 . CRDX	8154
84 . CRDX	8155
85 . CRDX	8158
86 . CRDX	8159
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90 . CRDX	8164
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93 . CRDX	8169
94 . CRDX	8172
95 . CRDX	8174
96 . CRDX	8175
97 . MMRR	8176
98 . CRDX	8177
99 . CRDX	8179
100 . CRDX	8180

**SEQ. NO. INITIAL NUMBER**

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146 . CRDX	8251
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149 . CRDX	8256
150 . CRDX	8257

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155 . CRDX	8269
156 . CRDX	8270
157 . CRDX	8271
158 . CRDX	8273
159 . CRDX	8275
160 . CRDX	8276
161 . CRDX	8277
162 . CRDX	8281
163 . CRDX	8284
164 . CRDX	8285
165 . CRDX	8286
166 . CRDX	8291
167 . CRDX	8292
168 . CRDX	8293
169 . CRDX	8296
170 . CRDX	8297
171 . CRDX	8298
172 . CRDX	8299
173 . CRDX	8303
174 . CRDX	8305
175 . MMRR	8307
176 . CRDX	8310
177 . CRDX	8312
178 . CRDX	8313
179 . CRDX	8314
180 . CRDX	8317
181 . CRDX	8319
182 . CRDX	8321
183 . CRDX	8323
184 . CRDX	8324
185 . CRDX	8326
186 . CRDX	8328
187 . CRDX	8329
188 . CRDX	8331
189 . CRDX	8332
190 . CRDX	8333
191 . CRDX	8336
192 . CRDX	8337
193 . CRDX	8339
194 . CRDX	8342
195 . CRDX	8344
196 . CRDX	8345
197 . CRDX	8346
198 . CRDX	8348
199 . CRDX	8415
200 . CRDX	8416

**SEQ. NO. INITIAL NUMBER**

---

201 . CRDX	8417
202 . CRDX	8418
203 . CRDX	8420
204 . CRDX	8422
205 . CRDX	8423
206 . CRDX	8424
207 . CRDX	8427
208 . CRDX	8428
209 . CRDX	8429
210 . CRDX	8430
211 . CRDX	8431
212 . CRDX	8432
213 . CRDX	8433
214 . CRDX	8434
215 . CRDX	8436
216 . CRDX	8438
217 . CRDX	8439
218 . CRDX	8441
219 . CRDX	8442
220 . CRDX	8443
221 . CRDX	8444
222 . CRDX	8446
223 . CRDX	8447
224 . CRDX	8449
225 . CRDX	8451
226 . CRDX	8452
227 . CRDX	8453
228 . CRDX	8454
229 . CRDX	8456
230 . CRDX	8457
231 . CRDX	8458
232 . CRDX	8461
233 . CRDX	8462
234 . CRDX	8463
235 . CRDX	8464
236 . CRDX	8465
237 . CRDX	8466
238 . CRDX	8467
239 . CRDX	8468
240 . CRDX	8469
241 . CRDX	8471
242 . CRDX	8472
243 . CRDX	8473
244 . CRDX	8474
245 . GMIX	8485
246 . GMIX	8486
247 . MMRR	8487
248 . GMIX	8490
249 . CRDX	8498
250 . GMIX	8499

**SEQ. NO. INITIAL NUMBER**

---

251 . CRDX	8518
252 . CRDX	8520
253 . CRDX	8521
254 . CRDX	8524
255 . CRDX	8525
256 . CRDX	8527
257 . CRDX	8530
258 . CRDX	8531
259 . CRDX	8535
260 . CRDX	8554
261 . CRDX	8557
262 . MMRR	8566
263 . CRDX	8572
264 . CRDX	8586
265 . CRDX	8592
266 . GMIX	8598
267 . GMIX	8603
268 . GMIX	8604
269 . GMIX	8605
270 . GMIX	8606
271 . CRDX	8609
272 . CRDX	8611
273 . CRDX	8612
274 . MMRR	8618
275 . CRDX	8621
276 . CRDX	8622
277 . CRDX	8623
278 . CRDX	8627
279 . CRDX	8628
280 . CRDX	8629
281 . MMRR	8699
282 . IC	768591
283 . IC	768593
284 . IC	768594
285 . IC	768595
286 . IC	768596
287 . IC	768598
288 . CRDX	8001
289 . CRDX	8003
290 . CRDX	8004
291 . CRDX	8005
292 . CRDX	8006
293 . CRDX	8008
294 . CRDX	8009
295 . CRDX	8010
296 . CRDX	8013
297 . MMRR	8014
298 . CRDX	8015
299 . CRDX	8016
300 . MMRR	8017

**SEQ. NO. INITIAL NUMBER**

---

301 . CRDX	8018
302 . MMRR	8019
303 . CRDX	8020
304 . CRDX	8021
305 . MMRR	8023
306 . CRDX	8024
307 . MMRR	8025
308 . CRDX	8026
309 . CRDX	8029
310 . CRDX	8030
311 . CRDX	8031
312 . CRDX	8032
313 . CRDX	8034
314 . CRDX	8035
315 . CRDX	8038
316 . CRDX	8040
317 . CRDX	8043
318 . CRDX	8044
319 . CRDX	8045
320 . CRDX	8046
321 . CRDX	8048
322 . CRDX	8050
323 . CRDX	8051
324 . CRDX	8053
325 . CRDX	8054
326 . CRDX	8055
327 . CRDX	8057
328 . CRDX	8059
329 . CRDX	8060
330 . CRDX	8061
331 . CRDX	8063
332 . CRDX	8065
333 . CRDX	8066
334 . CRDX	8067
335 . CRDX	8068
336 . CRDX	8070
337 . CRDX	8071
338 . CRDX	8072
339 . CRDX	8078
340 . CRDX	8079
341 . CRDX	8080
342 . MMRR	8082
343 . MMRR	8084
344 . CRDX	8085
345 . CRDX	8087
346 . CRDX	8088
347 . CRDX	8090
348 . CRDX	8091
349 . CRDX	8092
350 . CRDX	8093

**SEQ. NO. INITIAL NUMBER**

---

351 . CRDX	8096
352 . CRDX	8097
353 . MMRR	8098
354 . MMRR	8099
355 . CRDX	8100
356 . CRDX	8102
357 . CRDX	8103
358 . CRDX	8104
359 . CRDX	8107
360 . CRDX	8108
361 . CRDX	8109
362 . CRDX	8110
363 . CRDX	8112
364 . CRDX	8114
365 . CRDX	8115
366 . CRDX	8117
367 . CRDX	8118
368 . CRDX	8119
369 . CRDX	8120
370 . CRDX	8122
371 . CRDX	8123
372 . CRDX	8125
373 . CRDX	8127
374 . CRDX	8128
375 . CRDX	8129
376 . CRDX	8130
377 . CRDX	8132
378 . CRDX	8133
379 . CRDX	8134
380 . CRDX	8136
381 . CRDX	8138
382 . CRDX	8139
383 . CRDX	8140
384 . CRDX	8141
385 . CRDX	8143
386 . CRDX	8144
387 . CRDX	8145
388 . CRDX	8146
389 . CRDX	8148
390 . MMRR	8149
391 . CRDX	8350
392 . CRDX	8351
393 . CRDX	8353
394 . CRDX	8354
395 . CRDX	8355
396 . CRDX	8356
397 . CRDX	8359
398 . CRDX	8360
399 . CRDX	8361
400 . CRDX	8363

**SEQ. NO. INITIAL NUMBER**

---

401 . CRDX	8364
402 . CRDX	8365
403 . CRDX	8366
404 . CRDX	8368
405 . CRDX	8370
406 . CRDX	8371
407 . CRDX	8372
408 . CRDX	8373
409 . CRDX	8374
410 . CRDX	8375
411 . CRDX	8376
412 . CRDX	8378
413 . CRDX	8379
414 . CRDX	8381
415 . CRDX	8383
416 . CRDX	8384
417 . CRDX	8385
418 . CRDX	8386
419 . CRDX	8388
420 . CRDX	8389
421 . CRDX	8390
422 . CRDX	8393
423 . CRDX	8394
424 . CRDX	8395
425 . CRDX	8396
426 . CRDX	8398
427 . MMRR	8399
428 . GMIX	8782
429 . GMIX	8786
430 . CRDX	8789
431 . CRDX	8790
432 . CRDX	8791
433 . CRDX	8792
434 . CRDX	7808
435 . CRDX	7809
436 . CRDX	7812
437 . CRDX	7813
438 . CRDX	7815
439 . CRDX	7817
440 . CRDX	7818
441 . CRDX	7822
442 . CRDX	7823
443 . CRDX	7826
444 . CRDX	7830
445 . CRDX	7831
446 . CRDX	7834
447 . CRDX	7842
448 . CRDX	7844
449 . CRDX	7845
450 . CRDX	7846

**SEQ. NO. INITIAL NUMBER**

---

451 . CRDX	7849
452 . CRDX	7850
453 . CRDX	7851
454 . CRDX	7852
455 . CRDX	7854
456 . CRDX	7855
457 . CRDX	7856
458 . CRDX	7857
459 . CRDX	7859
460 . CRDX	7860
461 . CRDX	7862
462 . CRDX	7863
463 . CRDX	7867
464 . CRDX	7871
465 . CRDX	7872
466 . CRDX	7877
467 . CRDX	7879
468 . IC	768461
469 . IC	768462
470 . IC	768463
471 . IC	768464
472 . IC	768466
473 . IC	768467
474 . IC	768469
475 . IC	768470
476 . IC	768471
477 . IC	768472
478 . IC	768474
479 . IC	768475
480 . IC	768477
481 . IC	768479
482 . IC	768480
483 . IC	768481
484 . IC	768482
485 . IC	768484
486 . IC	768485
487 . IC	768486
488 . IC	768489
489 . IC	768490
490 . IC	768491
491 . IC	768492
492 . IC	768494
493 . IC	768495
494 . IC	768496
495 . IC	768497
496 . IC	768499
497 . IC	768500
498 . IC	768501
499 . IC	768502
500 . IC	768504

**SEQ. NO. INITIAL NUMBER**

---

501 . IC	768505
502 . IC	768506
503 . IC	768507
504 . IC	768510
505 . IC	768511
506 . IC	768512
507 . IC	768514
508 . IC	768515
509 . IC	768516
510 . IC	768517
511 . IC	768519
512 . IC	768521
513 . IC	768522
514 . IC	768524
515 . IC	768525
516 . IC	768526
517 . IC	768527
518 . IC	768529
519 . IC	768530
520 . IC	768532
521 . IC	768533
522 . IC	768534
523 . IC	768535
524 . IC	768536
525 . IC	768537
526 . IC	768539
527 . IC	768540
528 . IC	768541
529 . IC	768544
530 . IC	768545
531 . IC	768546
532 . IC	768547
533 . IC	768549
534 . IC	768550
535 . IC	768551
536 . IC	768552
537 . IC	768554
538 . IC	768555
539 . IC	768556
540 . IC	768557
541 . IC	768559
542 . IC	768560
543 . IC	768561
544 . IC	768562
545 . IC	768566
546 . IC	768567
547 . IC	768568
548 . IC	768569
549 . IC	768570
550 . IC	768571

**SEQ. NO. INITIAL NUMBER**

---

551 . IC	768572
552 . IC	768573
553 . IC	768575
554 . IC	768577
555 . IC	768578
556 . IC	768580
557 . IC	768581
558 . IC	768582
559 . IC	768583
560 . IC	768585
561 . IC	768586
562 . CRDX	7570
563 . CRDX	7572
564 . CRDX	7573
565 . CRDX	7574
566 . CRDX	7575
567 . CRDX	7577
568 . CRDX	7578
569 . CRDX	7579
570 . CRDX	7581
571 . CRDX	7582
572 . CRDX	7583
573 . CRDX	7584
574 . CRDX	7585
575 . CRDX	7587
576 . CRDX	7588
577 . CRDX	7589
578 . CRDX	7590
579 . CRDX	7592
580 . CRDX	7593
581 . CRDX	7594
582 . CRDX	7595
583 . CRDX	7597
584 . CRDX	7598
585 . CRDX	7599
586 . CRDX	7600
587 . CRDX	7603
588 . CRDX	7604
589 . CRDX	7605
590 . CRDX	7607
591 . CRDX	7610
592 . CRDX	7611
593 . CRDX	7612
594 . CRDX	7614
595 . CRDX	7616
596 . CRDX	7617
597 . CRDX	7618
598 . CRDX	7619
599 . CRDX	7620
600 . CRDX	7621

**SEQ. NO. INITIAL NUMBER**

---

601 . CRDX	7622
602 . CRDX	7624
603 . CRDX	7625
604 . CRDX	7627
605 . CRDX	7631
606 . CRDX	7632
607 . CRDX	7633
608 . CRDX	7634
609 . CRDX	7636
610 . CRDX	7637
611 . CRDX	7638
612 . CRDX	7641
613 . CRDX	7642
614 . CRDX	7670
615 . CRDX	7671
616 . CRDX	7673
617 . CRDX	7674
618 . CRDX	7675
619 . CRDX	7676
620 . CRDX	7678
621 . CRDX	7679
622 . IC	768436
623 . IC	768437
624 . IC	768438
625 . IC	768439
626 . IC	768440
627 . IC	768441
628 . IC	768442
629 . IC	768445
630 . IC	768446
631 . IC	768447
632 . IC	768449
633 . IC	768450
634 . IC	768451
635 . IC	768452
636 . IC	768454
637 . IC	768456
638 . IC	768457
639 . IC	768459
640 . IC	768460
641 . CRDX	7421
642 . CRDX	7423
643 . CRDX	7425
644 . CRDX	7427
645 . CRDX	7430
646 . CRDX	7431
647 . CRDX	7432
648 . MMRR	7433
649 . CRDX	7435
650 . CRDX	7436

**SEQ. NO. INITIAL NUMBER**

---

651 . CRDX	7440
652 . CRDX	7443
653 . CRDX	7445
654 . CRDX	7448
655 . CRDX	7450
656 . CRDX	7452
657 . CRDX	7453
658 . CRDX	7454
659 . CRDX	7459
660 . CRDX	7460
661 . CRDX	7461
662 . CRDX	7463
663 . CRDX	7465
664 . CRDX	7466
665 . CRDX	7467
666 . CRDX	7468
667 . CRDX	7470
668 . CRDX	7472
669 . CRDX	7473
670 . CRDX	7474
671 . CRDX	7475
672 . CRDX	7479
673 . CRDX	7480
674 . CRDX	7482
675 . CRDX	7483
676 . CRDX	7486
677 . CRDX	7487
678 . CRDX	7490
679 . CRDX	7493
680 . CRDX	7494
681 . CRDX	7495
682 . CRDX	7496
683 . CRDX	7499
684 . CRDX	7501
685 . CRDX	7503
686 . CRDX	7505
687 . CRDX	7506
688 . CRDX	7507
689 . MMRR	7510
690 . CRDX	7511
691 . CRDX	7512
692 . CRDX	7513
693 . CRDX	7515
694 . CRDX	7518
695 . CRDX	7519
696 . CRDX	7520
697 . CRDX	7521
698 . CRDX	7523
699 . CRDX	7525
700 . CRDX	7526

**SEQ. NO. INITIAL NUMBER**

---

701 . CRDX	7529
702 . CRDX	7530
703 . CRDX	7531
704 . CRDX	7532
705 . CRDX	7534
706 . CRDX	7535
707 . CRDX	7536
708 . CRDX	7537
709 . CRDX	7539
710 . CRDX	7540
711 . CRDX	7541
712 . CRDX	7542
713 . CRDX	7544
714 . CRDX	7545
715 . CRDX	7546
716 . CRDX	7547
717 . CRDX	7548
718 . CRDX	7550
719 . CRDX	7551
720 . CRDX	7552
721 . CRDX	7554
722 . CRDX	7556
723 . CRDX	7557
724 . CRDX	7558
725 . CRDX	7560
726 . CRDX	7563
727 . CRDX	7565
728 . CRDX	7567
729 . CRDX	7569
730 . IC	768430
731 . IC	768431
732 . IC	768433
733 . IC	768434
734 . AGPX	1000
735 . AGPX	1001
736 . AGPX	1002
737 . AGPX	1003
738 . AGPX	1007
739 . AGPX	1009
740 . AGPX	1011
741 . AGPX	1014
742 . AGPX	1015
743 . AGPX	1016
744 . AGPX	1017
745 . AGPX	1019
746 . AGPX	1021
747 . AGPX	1023
748 . CRDX	6451
749 . CRDX	6453
750 . CRDX	6454

**SEQ. NO. INITIAL NUMBER**

---

751 . CRDX	6457
752 . CRDX	6463
753 . CRDX	6464
754 . CRDX	6466
755 . CRDX	6468
756 . CRDX	6469
757 . CRDX	6470
758 . CRDX	6471
759 . CRDX	6472
760 . CRDX	6475
761 . CRDX	6477
762 . CRDX	6479
763 . CRDX	6482
764 . CRDX	7008
765 . CRDX	7030
766 . CRDX	7031
767 . CRDX	7033
768 . CRDX	7035
769 . CRDX	7036
770 . CRDX	7037
771 . CRDX	7039
772 . CRDX	7040
773 . CRDX	7041
774 . CRDX	7042
775 . CRDX	7044

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STATE OF ILLINOIS )  
                          )     SS.:  
COUNTY OF COOK     )

The undersigned, a Notary Public for the State of Illinois, hereby certifies that I have compared the attached copies of Security Agreement (Rolling Stock and Leases) with the original of such documents, and find the copies attached hereto to be complete and identical in all respects to the original document.

This 16th day of February, 1994.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Commission Expiration Date:

