

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.
20006-2973
(202) 393-2266
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

July 5, 1995

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of an Amended and Restated Security Agreement, dated as of June 30, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement duly filed with the Commission under Recordation No. 18722.

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

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

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

A description of the railroad equipment covered by the enclosed document is 775 railcars set forth on Exhibit A attached to the Restated Security Agreement.

0100678009
\$21.00

RECORDATION NO. 18722-A
FILED 1425
JUL 5 - 1995 - 11 15 AM
INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

JUL 5 11 07 AM '95

RECEIVED
OFFICE OF THE
SECRETARY

Counterparts -

Mr. Vernon A. Williams
July 5, 1995
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

7/5/95

Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
916 Sixteenth St., N.W., Ste. 200
Washington, DC., 20006-2973

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 7/5/95 at 11:15AM, and assigned recordation number(s). 18722-A.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

*0100678009)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

REGISTRATION NO. 18722-A
FILED 1425

JUL 3 1995 11 15 AM

[EXECUTION COPY]

FEDERAL RESERVE BANK OF CHICAGO
UNITED STATES FEDERAL RESERVE SYSTEM
FEDERAL RESERVE BANK OF CHICAGO
COMMERCIAL AND FINANCIAL SERVICES
COMMERCIAL AND FINANCIAL SERVICES

AMENDED AND RESTATED SECURITY AGREEMENT
(ROLLING STOCK AND LEASES)

THIS AGREEMENT ("Agreement") is made and entered into as of the 30th day of June, 1995, between CHICAGO FREIGHT CAR LEASING CO. (hereinafter referred to as "Debtor") and THE NORTHERN TRUST COMPANY, as Agent for the Lenders (as hereinafter defined).

W I T N E S S E T H:

The parties hereto agree as follows:

1. Definitions.

"Agent" means The Northern Trust Bank, an Illinois banking corporation, and the successors and assigns thereof, as Agent for the Lenders.

"Credit Agreement" means that certain Credit Agreement of even date herewith among the Debtor, the Borrower, the Lenders and the Agent, as the same may be amended, renewed, restated, modified or supplemented from time to time.

"Guaranty" means the Guaranty of even date herewith by the Debtor in favor of the Agent and the Lenders, as the same may be amended, renewed, modified or supplemented from time to time, whereby the Debtor guarantees all indebtedness, obligations and liabilities of every kind of Union to the Agent or the Lenders arising under or pursuant to the Credit Agreement.

"Lenders" means the financial institutions signatory to the Credit Agreement and their respective successors and assigns pursuant to the terms of the Credit Agreement.

"Obligations" means any and all existing and future indebtedness, obligations and liabilities of the Debtor to the Lenders or any Lender or to the Agent arising under or pursuant to (a) the Credit Agreement, (b) the Rate Swap Agreements to which the Debtor is a party, (c) the Guaranty, and (d) this Agreement.

"Union" means Union Leasing, Inc., an Illinois corporation.

Unless otherwise defined herein, all capitalized terms used herein shall have the meaning ascribed to such term in the Credit Agreement.

2. Continuing Security.

The Debtor reaffirms and acknowledges that this Agreement amends and restates in its entirety that certain Security Agreement (Rolling Stock and Leases) dated as of January 5, 1994 between the Debtor and The Northern Trust Company, as filed and recorded on February 28, 1994 with the Interstate Commerce Commission as document 18722 (the "Existing Agreement"), and the Debtor further confirms and reaffirms the continuing security interest granted in the Collateral (as herein defined) pursuant to the Existing Agreement. All obligations secured pursuant to the Existing Agreement shall continue to be outstanding under the Notes. In addition to and not in replacement or substitution of such continuing security interest, to induce the Lenders to enter into the Credit Agreement, and in consideration thereof and of any loans, advances or financial accommodations heretofore or hereafter granted by the Lenders to or for the Debtor's or Union's account, the Debtor hereby conveys, hypothecates, mortgages, assigns, pledges, sets over, delivers, grants and confirms to Agent, for the equal and ratable benefit of Agent and the Lenders, a continuing 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 Agent, 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 Agent; 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 prompt payment and the prompt and full performance when due of the Obligations.

3. Representations and Warranties.

To induce the Lenders to enter into the Credit Agreement, the Debtor hereby makes the following representations and warranties to Agent and the Lenders, 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, the Guaranty and the Credit 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 Agent. 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 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. None of the Leases contain any term or provision that prohibits granting a security interest therein to the Agent.

(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 U.S., except for temporary use in Canada and Mexico.

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

4. Default.

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

(a) if there shall occur any "Event of Default" under the Credit 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 where such attachment, levy or seizure would have a Material Adverse Effect.

5. Termination. The Debtor acknowledges and agrees that this Agreement shall continue in full force and effect until terminated in accordance with Section 10.4 of the Credit Agreement.

6. 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 Agent for the purposes specified in the immediately preceding sentence of this Section 6(a). The Debtor will promptly furnish to the Agent certificates or other evidence satisfactory to the Agent of any such filing, registering, depositing or recording. In addition, the Debtor will upon request by Agent mark any or all items of Rolling Stock with such legend and in such manner as Agent 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 Agent, on behalf of Agent and the Lenders, therein, and will take such further actions as Agent 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 Agent's security interest therein. The Debtor will not, unless the Agent shall otherwise consent in writing, grant, create or permit to exist any security interest in any Collateral to or in favor of any Person other than the Agent.

(c) The Debtor will furnish to the Agent, from time to time, upon the Agent's request, such evidence as the Agent may reasonably require to reflect that all necessary filings and recordings have been made, and other actions taken, to protect the interests of the Agent 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 Agent or the Lenders. 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 Agent 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 in accordance with Section 10.4 of the Credit Agreement.

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

7. Maintenance of Rolling Stock; Compliance; Insurance.

(a) The Debtor will at all times maintain the Rolling Stock (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 Agent'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 Agent 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 Agent hereunder falls below 750, the Debtor will within 10 days thereafter identify to Agent substitute items of equipment, which must have a value equivalent to or greater than the affected Rolling Stock and be otherwise satisfactory to Agent in all respects, for inclusion in the Rolling Stock aliened hereunder, so that the total number of serviceable units of Rolling Stock aliened to Agent hereunder shall thereupon equal or exceed 775. The Debtor will deliver to Agent all supplements hereto and other documents, and take all such other

actions, as Agent 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 material 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 Agent, have a Material Adverse Effect.

(c) The Debtor will maintain or cause to be maintained insurance in such amounts, and against such perils, as Agent 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 Agent on such form as Agent may require, and all policies of liability insurance shall name Agent as additional insured. Certificates of such insurance shall be delivered to Agent upon request. The Debtor hereby appoints Agent, in any event at Agent's option, as the Debtor's agent and attorney-in-fact to compromise, adjust and settle all claims under such policies of insurance.

8. Remedies.

(a) Upon the occurrence of an Event of Default, the Agent (i) shall have all of the rights and remedies with respect to the Collateral specified in Section 7.2 of the Credit 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 Agent, 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 or entity 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 Agent 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 Agent, 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 Agent and shall there deliver the Rolling Stock or cause it to be delivered to the Agent and (ii) the Rolling Stock to be moved to such interchange point or points as shall be designated by the Agent upon any sale, lease or other disposal of all or any part of the Rolling Stock by the Agent. At the option of the Agent, the Agent may keep the Rolling Stock on any of the premises of the Debtor or elsewhere until the Agent 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 Agent, at the Debtor's risk, to permit inspection of the Rolling Stock by the Agent, the Agent's representatives and prospective purchasers and users. The provisions of this Section 8(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 Agent 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 Agent and the Lenders 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, Agent 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 Agent, in its sole discretion, may deem advisable; such sales may be adjourned from time to time with or without notice. Agent 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 Agent may see fit. Agent 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 Agent. 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 any Lender 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 Agent. The proceeds realized from the sale of any Collateral shall be applied first to the costs, expenses and attorneys' fees and expenses incurred by Agent for collection and for acquisition, completion, protection, removal, storage, sale and delivery of the Collateral; second to fees due to Agent or any Lender; third to interest due upon any of the Obligations; and fourth to the principal of the Obligations. If any deficiency shall arise, the Debtor shall remain liable to Agent and the Lenders therefor.

(d) Any notice of any sale, lease, other disposition or other intended action by Agent 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.

9. 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 Agent or any Lender to exercise any right, remedy or option under this Agreement or in any other agreement between the parties hereto, or delay by Agent or any Lender in exercising the same, will not operate as a waiver.

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

(d) Agent's rights and remedies under this Agreement will be cumulative and not exclusive of any other right or remedy which Agent 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) All of the rights, privileges, remedies and options given to Agent 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.

10. 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 Agent 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.

(d) Except as provided in Section 10.4 of the Credit Agreement, no termination or cancellation (regardless of cause or procedure) of the Credit Agreement or the Guaranty 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 Credit Agreement or the Guaranty, and all such undertakings, agreements, covenants, warranties and representations shall survive such termination or cancellation until all of the Debtor's Obligations of every nature whatsoever shall have been fully paid and performed.

(e) Agent 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 Agent 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 Agent and the Lenders in any manner following the occurrence of an Event of Default without affecting or impairing Agent'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 Agent; therefore, the Debtor agrees that Agent, 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.

(h) If any provision contained in this Agreement is in conflict with, or inconsistent with, any provision in the Credit Agreement, the provisions contained in the Credit Agreement shall govern and control.

(i) This Agreement may be executed by the parties in any number of separate counterparts, and by each party on separate counterparts; each counterpart shall be deemed an original instrument; and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

State of Illinois)
)
County of Cook)

On this 29th day of June, 1995, before me personally appeared Fred C. 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.

Constance M. Sumara
Notary Public



Notary Seal:

State of Illinois)
)
County of Cook)

On this ___ day of June, 1995, before me personally appeared _____, to me personally known to be the _____ of The Northern Trust Company, who being by me duly sworn, acknowledged that he, as such _____, 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 _____.

Notary Public

Notary Seal:

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

By: 
Title: PRESIDENT

THE NORTHERN TRUST COMPANY,
as Agent for the Lenders
50 South LaSalle Street
Chicago, Illinois 60675

By: _____
Title: _____

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

By: _____
Title: _____

THE NORTHERN TRUST COMPANY,
as Agent for the Lenders
50 South LaSalle Street
Chicago, Illinois 60675

By: _____ *Joseph M. Kung*
Title: _____ *V.P.*

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.

6/28/95

SEQ. NO. INITIAL NUMBER

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
23 . CRDX	8662
24 . CRDX	8663
25 . CRDX	8664
26 . CRDX	8666
27 . CRDX	8667
28 . CRDX	8668
29 . CRDX	8670
30 . CRDX	8671
31 . CRDX	8672
32 . CRDX	8673
33 . CRDX	8674
34 . CRDX	8676
35 . CRDX	8677
36 . CRDX	8678
37 . CRDX	8679
38 . CRDX	8681
39 . CRDX	8682
40 . CRDX	8683
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

SEQ. NO. INITIAL NUMBER

51 . CRDX	8700
52 . CRDX	8702
53 . CRDX	8704
54 . CRDX	8705
55 . CRDX	8706
56 . CRDX	8707
57 . CRDX	8708
58 . CRDX	8709
59 . CRDX	8710
60 . CRDX	8712
61 . CRDX	8714
62 . CRDX	8717
63 . CRDX	8719
64 . CRDX	8720
65 . CRDX	8721
66 . CRDX	8723
67 . CRDX	8725
68 . CRDX	8726
69 . CRDX	8727
70 . CRDX	8730
71 . CRDX	8731
72 . CRDX	8732
73 . CRDX	8733
74 . CRDX	8735
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
87 . MMRR	8160
88 . CRDX	8162
89 . CRDX	8163
90 . CRDX	8164
91 . CRDX	8165
92 . MMRR	8167
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

101 . CRDX	8182
102 . CRDX	8184
103 . CRDX	8185
104 . CRDX	8186
105 . CRDX	8187
106 . CRDX	8188
107 . CRDX	8189
108 . CRDX	8190
109 . CRDX	8191
110 . CRDX	8194
111 . CRDX	8195
112 . CRDX	8196
113 . CRDX	8197
114 . CRDX	8199
115 . CRDX	8200
116 . MMRR	8201
117 . CRDX	8202
118 . CRDX	8206
119 . CRDX	8207
120 . CRDX	8208
121 . CRDX	8211
122 . CRDX	8213
123 . CRDX	8214
124 . CRDX	8215
125 . CRDX	8216
126 . CRDX	8219
127 . CRDX	8220
128 . CRDX	8221
129 . CRDX	8224
130 . CRDX	8225
131 . CRDX	8226
132 . CRDX	8228
133 . CRDX	8229
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135 . CRDX	8232
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137 . CRDX	8235
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139 . CRDX	8237
140 . CRDX	8239
141 . MMRR	8241
142 . CRDX	8242
143 . CRDX	8246
144 . CRDX	8248
145 . CRDX	8249
146 . CRDX	8251
147 . CRDX	8253
148 . CRDX	8255
149 . CRDX	8256
150 . CRDX	8257

SEQ. NO. INITIAL NUMBER

151 . CRDX	8262
152 . CRDX	8264
153 . CRDX	8265
154 . CRDX	8268
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	8093
350 . CRDX	8096

SEQ. NO. INITIAL NUMBER

351 . CRDX	8097
352 . MMRR	8098
353 . MMRR	8099
354 . CRDX	8100
355 . CRDX	8102
356 . CRDX	8103
357 . CRDX	8104
358 . CRDX	8107
359 . CRDX	8108
360 . CRDX	8109
361 . CRDX	8110
362 . CRDX	8112
363 . CRDX	8114
364 . CRDX	8115
365 . CRDX	8117
366 . CRDX	8118
367 . CRDX	8119
368 . CRDX	8120
369 . CRDX	8122
370 . CRDX	8123
371 . CRDX	8125
372 . CRDX	8127
373 . CRDX	8128
374 . CRDX	8129
375 . CRDX	8130
376 . CRDX	8132
377 . CRDX	8133
378 . CRDX	8134
379 . CRDX	8136
380 . CRDX	8138
381 . CRDX	8139
382 . CRDX	8140
383 . CRDX	8141
384 . CRDX	8143
385 . CRDX	8144
386 . CRDX	8145
387 . CRDX	8146
388 . CRDX	8148
389 . MMRR	8149
390 . CRDX	8350
391 . CRDX	8351
392 . CRDX	8353
393 . CRDX	8354
394 . CRDX	8355
395 . CRDX	8356
396 . CRDX	8359
397 . CRDX	8360
398 . CRDX	8361
399 . CRDX	8363
400 . CRDX	8364

SEQ. NO. INITIAL NUMBER

401 . CRDX	8365
402 . CRDX	8366
403 . CRDX	8368
404 . CRDX	8370
405 . CRDX	8371
406 . CRDX	8372
407 . CRDX	8373
408 . CRDX	8374
409 . CRDX	8375
410 . CRDX	8376
411 . CRDX	8378
412 . CRDX	8379
413 . CRDX	8381
414 . CRDX	8383
415 . CRDX	8384
416 . CRDX	8385
417 . CRDX	8386
418 . CRDX	8388
419 . CRDX	8389
420 . CRDX	8390
421 . CRDX	8393
422 . CRDX	8394
423 . CRDX	8395
424 . CRDX	8396
425 . CRDX	8398
426 . MMRR	8399
427 . GMIX	8782
428 . GMIX	8786
429 . CRDX	8789
430 . CRDX	8790
431 . CRDX	8791
432 . CRDX	8792
433 . CRDX	7808
434 . CRDX	7809
435 . CRDX	7812
436 . CRDX	7813
437 . CRDX	7815
438 . CRDX	7817
439 . CRDX	7818
440 . CRDX	7822
441 . CRDX	7823
442 . CRDX	7826
443 . CRDX	7830
444 . CRDX	7831
445 . CRDX	7834
446 . CRDX	7842
447 . CRDX	7844
448 . CRDX	7845
449 . CRDX	7846
450 . CRDX	7849

SEQ. NO. INITIAL NUMBER

451 . CRDX	7850
452 . CRDX	7851
453 . CRDX	7852
454 . CRDX	7854
455 . CRDX	7855
456 . CRDX	7856
457 . CRDX	7857
458 . CRDX	7859
459 . CRDX	7860
460 . CRDX	7862
461 . CRDX	7863
462 . CRDX	7867
463 . CRDX	7871
464 . CRDX	7872
465 . CRDX	7877
466 . CRDX	7879
467 . IC	768461
468 . IC	768462
469 . IC	768463
470 . IC	768464
471 . IC	768466
472 . IC	768467
473 . IC	768469
474 . IC	768470
475 . IC	768471
476 . IC	768472
477 . IC	768474
478 . IC	768475
479 . IC	768477
480 . IC	768479
481 . IC	768480
482 . IC	768481
483 . IC	768482
484 . IC	768484
485 . IC	768485
486 . IC	768486
487 . IC	768489
488 . IC	768490
489 . IC	768491
490 . IC	768492
491 . IC	768494
492 . IC	768495
493 . IC	768496
494 . IC	768497
495 . IC	768499
496 . IC	768500
497 . IC	768501
498 . IC	768502
499 . IC	768504
500 . IC	768505

SEQ. NO. INITIAL NUMBER

501 . IC	768506
502 . IC	768507
503 . IC	768510
504 . IC	768511
505 . IC	768512
506 . IC	768514
507 . IC	768515
508 . IC	768516
509 . IC	768517
510 . IC	768519
511 . IC	768521
512 . IC	768522
513 . IC	768524
514 . IC	768525
515 . IC	768526
516 . IC	768527
517 . IC	768529
518 . IC	768530
519 . IC	768532
520 . IC	768533
521 . IC	768534
522 . IC	768535
523 . IC	768536
524 . IC	768537
525 . IC	768539
526 . IC	768540
527 . IC	768541
528 . IC	768544
529 . IC	768545
530 . IC	768546
531 . IC	768547
532 . IC	768549
533 . IC	768550
534 . IC	768551
535 . IC	768552
536 . IC	768554
537 . IC	768555
538 . IC	768556
539 . IC	768557
540 . IC	768559
541 . IC	768560
542 . IC	768561
543 . IC	768562
544 . IC	768566
545 . IC	768567
546 . IC	768568
547 . IC	768569
548 . IC	768570
549 . IC	768571
550 . IC	768572

SEQ. NO. INITIAL NUMBER

551 . IC	768573
552 . IC	768575
553 . IC	768577
554 . IC	768578
555 . IC	768580
556 . IC	768581
557 . IC	768582
558 . IC	768583
559 . IC	768585
560 . IC	768586
561 . CRDX	7570
562 . CRDX	7572
563 . CRDX	7573
564 . CRDX	7574
565 . CRDX	7575
566 . CRDX	7577
567 . CRDX	7578
568 . CRDX	7579
569 . CRDX	7581
570 . CRDX	7582
571 . CRDX	7583
572 . CRDX	7584
573 . CRDX	7585
574 . CRDX	7587
575 . CRDX	7588
576 . CRDX	7589
577 . CRDX	7590
578 . CRDX	7592
579 . CRDX	7593
580 . CRDX	7594
581 . CRDX	7595
582 . CRDX	7597
583 . CRDX	7598
584 . CRDX	7599
585 . CRDX	7600
586 . CRDX	7603
587 . CRDX	7604
588 . CRDX	7605
589 . CRDX	7607
590 . CRDX	7610
591 . CRDX	7611
592 . CRDX	7612
593 . CRDX	7614
594 . CRDX	7616
595 . CRDX	7617
596 . CRDX	7618
597 . CRDX	7619
598 . CRDX	7620
599 . CRDX	7621
600 . CRDX	7622

SEQ. NO. INITIAL NUMBER

601 . CRDX	7624
602 . CRDX	7625
603 . CRDX	7627
604 . CRDX	7631
605 . CRDX	7632
606 . CRDX	7633
607 . CRDX	7634
608 . CRDX	7636
609 . CRDX	7637
610 . CRDX	7638
611 . CRDX	7641
612 . CRDX	7642
613 . CRDX	7670
614 . CRDX	7671
615 . CRDX	7673
616 . CRDX	7674
617 . CRDX	7675
618 . CRDX	7676
619 . CRDX	7678
620 . CRDX	7679
621 . IC	768436
622 . IC	768437
623 . IC	768438
624 . IC	768439
625 . IC	768440
626 . IC	768441
627 . IC	768442
628 . IC	768445
629 . IC	768446
630 . IC	768447
631 . IC	768449
632 . IC	768450
633 . IC	768451
634 . IC	768452
635 . IC	768454
636 . IC	768456
637 . IC	768457
638 . IC	768459
639 . IC	768460
640 . CRDX	7421
641 . CRDX	7423
642 . CRDX	7425
643 . CRDX	7427
644 . CRDX	7430
645 . CRDX	7431
646 . CRDX	7432
647 . MMRR	7433
648 . CRDX	7435
649 . CRDX	7436
650 . CRDX	7440

SEQ. NO. INITIAL NUMBER

651 . CRDX	7443
652 . CRDX	7445
653 . CRDX	7448
654 . CRDX	7450
655 . CRDX	7452
656 . CRDX	7453
657 . CRDX	7454
658 . CRDX	7459
659 . CRDX	7460
660 . CRDX	7461
661 . CRDX	7463
662 . CRDX	7465
663 . CRDX	7466
664 . CRDX	7467
665 . CRDX	7468
666 . CRDX	7470
667 . CRDX	7472
668 . CRDX	7473
669 . CRDX	7474
670 . CRDX	7475
671 . CRDX	7479
672 . CRDX	7480
673 . CRDX	7482
674 . CRDX	7483
675 . CRDX	7486
676 . CRDX	7487
677 . CRDX	7490
678 . CRDX	7493
679 . CRDX	7494
680 . CRDX	7495
681 . CRDX	7496
682 . CRDX	7499
683 . CRDX	7501
684 . CRDX	7503
685 . CRDX	7505
686 . CRDX	7506
687 . CRDX	7507
688 . MMRR	7510
689 . CRDX	7511
690 . CRDX	7512
691 . CRDX	7513
692 . CRDX	7515
693 . CRDX	7518
694 . CRDX	7519
695 . CRDX	7520
696 . CRDX	7521
697 . CRDX	7523
698 . CRDX	7525
699 . CRDX	7526
700 . CRDX	7529

SEQ. NO. INITIAL NUMBER

701 . CRDX	7530
702 . CRDX	7531
703 . CRDX	7532
704 . CRDX	7534
705 . CRDX	7535
706 . CRDX	7536
707 . CRDX	7537
708 . CRDX	7539
709 . CRDX	7540
710 . CRDX	7541
711 . CRDX	7542
712 . CRDX	7544
713 . CRDX	7545
714 . CRDX	7546
715 . CRDX	7547
716 . CRDX	7548
717 . CRDX	7550
718 . CRDX	7551
719 . CRDX	7552
720 . CRDX	7554
721 . CRDX	7556
722 . CRDX	7557
723 . CRDX	7558
724 . CRDX	7560
725 . CRDX	7563
726 . CRDX	7565
727 . CRDX	7567
728 . CRDX	7569
729 . IC	768430
730 . IC	768431
731 . IC	768433
732 . IC	768434
733 . AGPX	1000
734 . AGPX	1001
735 . AGPX	1002
736 . AGPX	1003
737 . AGPX	1007
738 . AGPX	1009
739 . AGPX	1011
740 . AGPX	1014
741 . AGPX	1015
742 . AGPX	1016
743 . AGPX	1017
744 . AGPX	1019
745 . AGPX	1021
746 . AGPX	1023
747 . CRDX	6451
748 . CRDX	6453
749 . CRDX	6454
750 . CRDX	6457

SEQ. NO. INITIAL NUMBER

751 . CRDX	6463
752 . CRDX	6464
753 . CRDX	6466
754 . CRDX	6468
755 . CRDX	6469
756 . CRDX	6470
757 . CRDX	6471
758 . CRDX	6472
759 . CRDX	6475
760 . CRDX	6477
761 . CRDX	6479
762 . CRDX	6482
763 . CRDX	7008
764 . CRDX	7030
765 . CRDX	7031
766 . CRDX	7033
767 . CRDX	7035
768 . CRDX	7036
769 . CRDX	7037
770 . CRDX	7039
771 . CRDX	7040
772 . CRDX	7041
773 . CRDX	7042
774 . CRDX	7044
775 . CRDX	8700