

RECORDATION NO. 1872-E
FILED
JUN 16 '97
2:19PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

June 16, 1997

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Fourth Amendment to Amended and Restated Security Agreement, dated as of June 10, 1997, a secondary document as defined in the Board'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 Number 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, IL 60018

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

A description of the railroad equipment deleted from the Security Agreement is: three hundred (300) covered hoppers CRDX 13800 through CRDX 14099.

A description of the railroad equipment added to the Security Agreement is set forth on Exhibit 1 attached thereto.

RECEIVED
SURFACE TRANSPORTATION
BOARD

JUN 16 2 07 PM '97

Q.A.
Counterpart -

Mr. Vernon A. Williams
June 16, 1997
Page 2

Also enclosed is a check in the amount of \$24.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

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

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

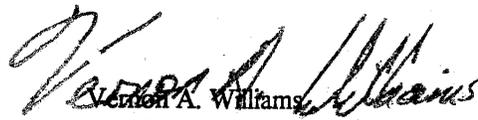
Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20005-2973

DATE: 6/16/97

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301
and 49 CFR 1177.3 (c), on 6/16/97 at 2:10PM, and
assigned recordation number(s). 18722-E.

Sincerely Yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 24.00 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.
In the event of an error or any questions concerning this fee, you will receive a notification after
the Surface Transportation Board has an opportunity to examine your document.

Signature 

RECEIVED
SURFACE TRANSPORTATION
BOARD

RECORDATION NO. 18722-E
FILED

JUN 16 2 07 PM '97

JUN 16 '97 2-10PM

FOURTH AMENDMENT,
DATED AS OF JUNE 10, 1997,
TO
AMENDED AND RESTATED SECURITY AGREEMENT
(ROLLING STOCK AND LEASES)
DATED AS OF JUNE 30, 1995

THIS FOURTH AMENDMENT, dated as of June 10, 1997 (this "Security Agreement Amendment"), to AMENDED AND RESTATED SECURITY AGREEMENT (ROLLING STOCK AND LEASES) dated as of June 30, 1995 is made and entered into between CHICAGO FREIGHT CAR LEASING CO. ("Debtor") and THE NORTHERN TRUST COMPANY, as Agent for the Lenders (as defined in the Security Agreement, as herein defined).

WITNESSETH:

WHEREAS, the Debtor and the Agent are parties to that certain Amended and Restated Security Agreement (Rolling Stock and Leases) dated as of June 30, 1995 as filed and recorded on July 5, 1995 with the Interstate Commerce Commission under Recordation Number 18722-A, as amended by that certain First Amendment thereto dated as of December 1, 1995 as filed and recorded on December 14, 1995 with the Interstate Commerce Commission under Recordation Number 18722-B and that certain Second Amendment thereto dated as of July 15, 1996 as filed and recorded on July 15, 1996 with the Surface Transportation Board under Recordation Number 18722-C and this certain Third Amendment (the "Third Amendment") thereto dated as of May 16, 1997 as filed and recorded on May 19, 1997 with the Surface Transportation Board under Recordation Number 18722-D (as so amended and as further amended, the "Security Agreement");

WHEREAS, the Debtor executed and delivered the Third Amendment which, among other things, amended Schedule A to the Security Agreement to add three hundred (300) units of Rolling Stock to the Collateral described in Exhibit A to the Security Agreement;

WHEREAS, Exhibit 1 to the Third Amendment contained certain errors and omissions in its description of the added three hundred (300) units of Rolling Stock to the Collateral described in Exhibit A to the Security Agreement;

WHEREAS, the Debtor and Agent desire to amend Exhibit A to the Security Agreement to correct such errors and omissions;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor and the Agent agree as follows:

1. Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Security Agreement.

2. Amendment.

Effective as of the date hereof and subject to the conditions set forth herein, Exhibit A to the Security Agreement is hereby amended:

- (a) by deleting therefrom the following description of Rolling Stock but only to the extent such description was added thereto by the Third Amendment: "Three Hundred (300) covered hopper cars built by National Steel Car Ltd. bearing reporting numbers CRDX13800 through CRDX14099, inclusive"; and
- (b) by adding thereto the Rolling Stock described in Exhibit 1 hereto.

3. Acknowledgment.

The Debtor reaffirms and acknowledges that this Security Agreement Amendment amends the Security Agreement, and the Debtor further confirms and reaffirms the continuing security interest granted in the Collateral subject to Section 7(a) of the Security Agreement. All obligations secured pursuant to the Security Agreement shall continue to be outstanding under the Notes.

4. Representations and Warranties.

To induce the Lenders to enter into the Security Agreement Amendment, the Debtor hereby makes the following representations and warranties to the Agent and the Lenders, each of which shall survive the execution and delivery of this Security Agreement Amendment, 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 the Security Agreement (as amended hereby), the Guaranty and the Credit Agreement.
- b. The execution, delivery and performance of this Security Agreement Amendment 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 the Agent. This Security Agreement Amendment constitutes the Debtor's valid and binding obligation, enforceable against the Debtor in accordance with its terms.

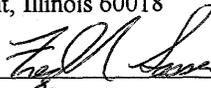
- c. The Debtor is the legal and equitable owner of, and has the authority to grant a security interest in, the Collateral and holds the same free and clear of all liens, charges, encumbrances and security interests and the Debtor has good right and legal authority to grant a security interest in, the 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 Security Agreement Amendment. All Rolling Stock is and will be used, located and kept solely within the United States, except for temporary use in Canada and Mexico.
- e. The Debtor has concurrently with delivery of this Security Agreement Amendment provided to the Agent a letter listing all lessees of each item of Rolling Stock described on Exhibit 1 hereto and will advise the Agent on an annual basis (or more often, as the Agent may reasonably request) in writing of any new lessees of any Rolling Stock and any new information relative to existing lessees of any Rolling Stock.
- f. The Debtor is in compliance with all of the terms and provisions set forth in the Security Agreement, on its part to be observed or performed, and no Default or Event of Default has occurred and is continuing.
- g. The representations and warranties set forth in Section 3 of the Security Agreement are true and correct with the same effect as though such representations and warranties had been made on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date.
- h. This Security Agreement Amendment constitutes the legal, valid and binding obligation of the Debtor, fully enforceable against the Debtor in accordance with its terms.

5. 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 Security Agreement Amendment.
- b. This Security Agreement Amendment has been negotiated, executed and delivered in and is to be performed in the State of Illinois. The validity of this Security Agreement Amendment 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, as amended by the ICC Termination Act of 1995 and as further amended from time to time, 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 Security Agreement Amendment or any assignment hereof or any financing statement shall be filed, recorded or deposited.
- c. If any provision contained in this Security Agreement Amendment is in conflict with, or inconsistent with, any provision in the Credit Agreement, the provisions contained in the Credit Agreement shall govern and control.
- d. This Security Agreement Amendment 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.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement Amendment as of the date first written above.

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

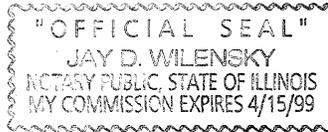
By: _____
Title: _____

State of Illinois)
)
County of Cook)

On this 10th day of June, 1997, before me personally appeared Fred R. 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.

Jay Wilensky
Notary Public

Notary Seal:



State of Illinois)
)
County of Cook)

On this ___ day of June, 1997, 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:

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement Amendment as of the date first written above.

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: Jeffrey A. Kuehn
Title: VP

State of Illinois)
)
County of Cook)

On this ___ day of June, 1997, before me personally appeared Fred R. 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.

Notary Public

Notary Seal:

State of Illinois)
)
County of Cook)

On this 16th day of June, 1997, before me personally appeared Joseph M. Kuncze, to me personally known to be the 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 corporation by himself as such Vice President.

Kelly L. Potts
Notary Public

Notary Seal:



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UNION LEASING

CHGO FRT CAR LSG --- UNION LSG

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002/008

EXHIBIT 1

Page 1

<u>CAR</u>	<u>CAR</u>	<u>CAR</u>	<u>YEAR</u>
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PAGE.02

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UNION LEASING
CHGO FRT CAR LSG --- UNION LSG

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003/008

Page 2

	<u>CAR</u>	<u>CAR</u>	<u>CAR</u>	<u>YEAR</u>
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PAGE.03

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UNION LEASING
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004/008

Page 3

	<u>CAR</u>	<u>CAR</u>	<u>CAR</u>	<u>YEAR</u>
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UNION LEASING
CHGO FRT CAR LSG --- UNION LSG

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005/008

Page 4

	<u>CAR</u>	<u>CAR</u>	<u>CAR</u>	<u>YEAR</u>
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PAGE 05

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UNION LEASING
CHGO FRT CAR LSG --- UNION LSG

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006/008

Page 5

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PAGE 05

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UNION LEASING
CHGO FRT CAR LSG --- UNION LSG

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007/008

Page 6

	<u>CAR</u>	<u>CAR</u>	<u>CAR</u>	<u>YEAR</u>
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PAGE.07

	<u>CAR</u>	<u>CAR</u>	<u>CAR</u>	<u>YEAR</u>
	<u>INITIAL</u>	<u>NUMBE</u>	<u>TYPE</u>	<u>BUILT</u>
271	CRDX	20222	C111	97
272	CRDX	20223	C111	97
273	CRDX	20224	C111	97
274	CRDX	20300	C312	97
275	CRDX	20301	C312	97
276	CRDX	20302	C312	97
277	CRDX	20303	C312	97
278	CRDX	20304	C312	97
279	CRDX	970201	C314	97
280	CRDX	970202	C314	97
281	CRDX	970203	C314	97
282	CRDX	970204	C314	97
283	CRDX	970205	C314	97
284	CRDX	970206	C314	97
285	CRDX	970207	C314	97
286	CRDX	970208	C314	97
287	CRDX	970209	C314	97
288	CRDX	970210	C314	97
289	CRDX	970211	C314	97
290	CRDX	970212	C314	97
291	CRDX	970213	C314	97
292	CRDX	970214	C314	97
293	CRDX	970215	C314	97
294	CRDX	970216	C314	97
295	CRDX	970217	C314	97
296	CRDX	970218	C314	97
297	CRDX	970219	C314	97
298	CRDX	970220	C314	97
299	CRDX	970221	C314	97
300	CRDX	970222	C314	97