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4495-D

March 13, 1996

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THOMAS G. RAFFERTY
MICHAEL S. GOLDMAN
GEORGE W. BILICIC, JR.
RICHARD HALL

Dear Mr. Williams:

In accordance with 49 U.S.C. §11301, we submit herewith for recording with the Surface Transportation Board original counterparts of the document described below.

This document is an Amended and Restated Memorandum of Indenture and Security Agreement, a "secondary document", dated as of June 15, 1995. The primary document to which this is related is the Memorandum of Indenture and Security Agreement dated as of June 15, 1995, recorded with the Interstate Commerce Commission under recordation number 19495.

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

DEBTOR, MORTGAGOR: First Security Bank of Utah,
National Association, as trustee for
Fleet Credit Corporation
79 South Main Street
Salt Lake City, Utah 84111

SECURED PARTY,
MORTGAGEE; Harris Trust and Savings Bank
311 West Monroe
Chicago, Illinois 60606

The equipment covered by the document is listed in Schedule A hereto, and bears the reporting marks and road numbers of Union Pacific Railroad Company and its affiliates listed therein.

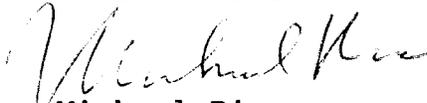
The recordation fee of \$21.00 is enclosed. After recordation, please return the counterparts not needed by the Board, stamped with the recordation data, to the undersigned at the above address.

A short summary of the document for use in the index follows:

Amended and Restated Memorandum of Indenture and Security Agreement dated as of June 15, 1995, between First Security Bank of Utah, N.A. (as trustee for Fleet Credit Corporation), as debtor and mortgagor, and Harris Trust and Savings Bank, as secured party and mortgagee, covering open-top hopper cars, covered hopper cars, boxcars, and autoracks.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,



Michael Rice

Vernon A. Williams
Secretary
Surface Transportation Board
12th and Constitution Avenue, N.W.
Washington, D. C. 20423

Encl.

SCHEDULE A

(Transaction dated June 15, 1995--Fleet Credit Corporation)

<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers</u>
118-ton, 3895 cu.ft. open top hopper cars	UP	48673--49059, inclusive
Bi-level autoracks	UPL	91371--91383 91385--91421 91423--91623 91625 91629--91779 91781--91788 91790, 91791 91793--91798 91803 91807, 91808 all inclusive
Tri-level autoracks	UPL	91329--91349 inclusive

SCHEDULE A
(Fleet Credit Corporation)

<u>Quantity</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers (Inclusive)</u>
420	110-ton covered hopper cars	UP	89350--89481 89483--89518 89520--89571 89573--89579 89581--89585 89587 89589--89604 89606 89608--89615 89618--89622 89624--89629 89631 89633--89657 89660--89661 89663--89773 89775--89786
100	100-ton boxcars	CNW	520000--520099
166	Bi-level autoracks	UPL	91384, 91624 91626--91628 91780, 91789, 91792, 91799--91802 91804--91806 91809--91834 91844--91968
21	Tri-level autoracks	UPL	91350--91370

SCHEDULE A
(Fleet Credit Corporation)

<u>Quantity</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers (Inclusive)</u>
500	Covered hopper cars	UP	90350--90849

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

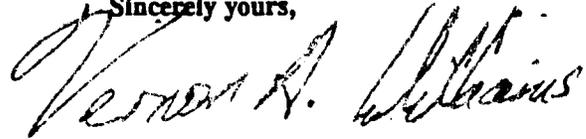
3/14/96

Michael Rice
Cravath, Swaine & Moore
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019-7475

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 3/14/96 at 11:10AM, and assigned recordation number(s). 19494-H, 19494-I, 19495-D, 19732-B, 19732-C, 19733-A.

Sincerely yours,

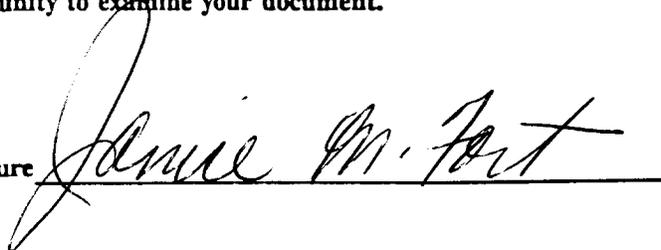


Vernon A. Williams
Secretary

Enclosure(s)

\$ 126.00 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



19495-D

AMENDED AND RESTATED MEMORANDUM OF INDENTURE AND SECURITY AGREEMENT dated as of June 15, 1995, between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not in its individual capacity but solely as trustee under a Trust Agreement dated as of the date hereof with Fleet Credit Corporation (hereinafter, in such capacity, called the **Mortgagor**), and HARRIS TRUST AND SAVINGS BANK (hereinafter called the **Mortgagee**).

WHEREAS the Mortgagor and the Mortgagee have entered into that certain Indenture and Security Agreement dated as of the date hereof and supplements thereto (hereinafter collectively called the **Indenture**), pursuant to which the Mortgagor granted to the Mortgagee a security interest in and mortgage and charge on all the Mortgagor's estate, right, title and interest in and to the following described property, whether now owned or hereafter acquired:

(1) the Lease Agreement dated as of June 15, 1995, between the Mortgagor and Union Pacific Railroad Company, and all supplements and amendments thereto, including all rights of the Mortgagor as lessor thereunder and all amounts of basic rent, supplemental rent, insurance proceeds and other payments of any kind for or with respect to the railroad equipment listed in Schedule A hereto payable thereunder;

(2) the railroad equipment listed in Schedule A hereto, bearing the reporting marks and road numbers of Union Pacific Railroad Company and its affiliates shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefor;

(3) all right of the Mortgagor to restitution from any party to any Operative Document (as defined in the Indenture) (other than the Tax Indemnity Agreement, as defined in the Indenture) in respect of any determination of invalidity thereof; all moneys and securities now or hereafter paid to or deposited with (or required to be paid to or deposited with) the Mortgagee by or for the account of the Mortgagor pursuant to the Indenture; and all instruments, documents of title, books and records of the Mortgagor concerning the collateral listed herein (other than income tax and other similar financial records relating to the commitment of the party for whom the Mortgagor is acting as trustee);

(4) all other property and assets of whatever kind, nature or description, real, personal and mixed, and any interest therein, which may be acquired, received or held by the Mortgagor pursuant to any Operative Document (as

defined in the Indenture) (other than the Tax Indemnity Agreement, as defined in the Indenture), wherever located and whether or not otherwise expressly subjected to the lien of the Indenture, or that may be granted, mortgaged, assigned, transferred and pledged to the Mortgagee under the Indenture by the Mortgagor and accepted by the Mortgagee; and

(5) all proceeds, rent, issues, profits, products, revenues and other income from or on account of the foregoing,

all subject, however, to the exclusions and exceptions specified in the Indenture (all of the foregoing, subject to such exclusions and exceptions, being collectively called the **Collateral**); and

WHEREAS from time to time memoranda of indenture and security agreement in respect of the Indenture and the Collateral have been recorded with the Interstate Commerce Commission pursuant to then section 11303 of Title 49 of the United States Code and assigned to recordation number 19495.

NOW THEREFORE, the parties hereto wish to amend said memoranda and restate the same in their entirety, and to record this memorandum pursuant to section 11301 of Title 49 of the United States Code, as amended by the ICC Termination Act of 1995, to afford the parties hereto the benefits of said section 11301 with respect to the Indenture and the Collateral.

IN WITNESS WHEREOF, the parties hereto hereby agree that the memoranda of indenture and security agreement described herein are amended and restated in their entirety hereby, and accordingly have caused this amended and restated memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, not in its
individual capacity but solely as
trustee, as aforesaid.

by 
ASSISTANT VICE PRESIDENT

HARRIS TRUST AND SAVING BANK

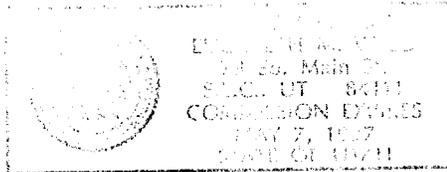
by 
Assistant Vice President

STATE OF UTAH)
) SS.:
COUNTY OF SALT LAKE)

On this *4th* day of March, 1996, before me personally appeared Nancy M. Dahl, to me personally known, who, by me being duly sworn, says that she is an Assistant Vice President of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, and that the foregoing instrument was signed on behalf of said association by authority of its board of directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

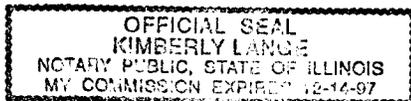
E. Herbert M. Webb
Notary Public

My commission expires



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

On this *1st* day of March, 1996, before me personally appeared Daniel G. Donovan, to me personally known, who, by me being duly sworn, says that he is an Assistant Vice President of HARRIS TRUST AND SAVINGS BANK, that the foregoing instrument was signed on behalf of said bank by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.



Kimberly Lange
Notary Public

My commission expires

SCHEDULE A

(Transaction dated June 15, 1995--Fleet Credit Corporation)

<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers</u>
118-ton, 3895 cu.ft. open top hopper cars	UP	48673--49059, inclusive
Bi-level autoracks	UPL	91371--91383 91385--91421 91423--91623 91625 91629--91779 91781--91788 91790, 91791 91793--91798 91803 91807, 91808 all inclusive
Tri-level autoracks	UPL	91329--91349 inclusive

SCHEDULE A
(Fleet Credit Corporation)

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100	100-ton boxcars	CNW	520000--520099
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21	Tri-level autoracks	UPL	91350--91370

SCHEDULE A
(Fleet Credit Corporation)

<u>Quantity</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers (Inclusive)</u>
212	110-ton covered hopper cars	UP	89482, 89519, 89572, 89580, 89586, 89588, 89605, 89607, 89616, 89617, 89623, 89630, 89632, 89658, 89659, 89662, 89774, 90155--90349
10	Bi-level autoracks	UPL	91422, 91335--91843

SCHEDULE A
(Fleet Credit Corporation)

<u>Quantity</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers (Inclusive)</u>
500	Covered hopper cars	UP	90350--90849

SCHEDULE A
(Fleet Credit Corporation)

<u>Quantity</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers (Inclusive)</u>
212	110-ton covered hopper cars	UP	89482, 89519, 89572, 89580, 89586, 89588, 89605, 89607, 89616, 89617, 89623, 89630, 89632, 89658, 89659, 89662, 89774, 90155--90349
10	Bi-level autoracks	UPL	91422, 91835--91843