

0100681064

Nixon, Hargrave, Devans & Doyle  
Attorneys and Counselors at Law

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS  
CLINTON SQUARE  
POST OFFICE BOX 1051  
ROCHESTER, NEW YORK 14603  
(716) 263-1000  
TELEX 978450 (WUT)  
FAX: (716) 263-1600

437 MADISON AVENUE  
NEW YORK, NEW YORK 10022  
(212) 940-3000

SUITE 800  
ONE THOMAS CIRCLE  
WASHINGTON, D. C. 20005  
(202) 457-5300

WRITER'S DIRECT DIAL NUMBER:  
(716) 263-1554

ONE KEYCORP PLAZA  
ALBANY, NEW YORK 12207  
(518) 427-2650

1600 MAIN PLACE TOWER  
BUFFALO, NEW YORK 14202  
(716) 853-8100

990 STEWART AVENUE  
GARDEN CITY, NEW YORK 11530  
(516) 832-7500

July 6, 1995 19519

Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Sir:

I have enclosed an original and one copy of the document described below, 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 as of June 30, 1995.

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

Debtor:  
Union Pacific Railroad Company  
1416 Dodge Street  
Omaha, Nebraska 68179-0001

Secured Party:  
Chase Equipment Leasing, Inc.  
One Chase Square - MC5  
Rochester, New York 14643

A description of the equipment covered by the document is more fully described in Schedule A attached hereto.

A fee of \$18 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

John R. Tyler, Jr.  
Nixon, Hargrave, Devans & Doyle  
P.O. Box 1051  
Clinton Square  
Rochester, New York 14603

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

*Handwritten signature/initials on the left margin.*

RECEIVED  
OFFICE OF THE  
SECRETARY  
JUL 7 1 05 PM '95  
LICENSING BRANCH

Nixon, Hargrave, Devans & Doyle

Sidney L. Strickland, Jr.  
July 6, 1995  
Page 2

The primary document is a Security Agreement between Union Pacific Railroad Company having its principal place of business at 1416 Dodge Street, Omaha, Nebraska 68179-0001 (the "Debtor") and Chase Equipment Leasing, Inc., having its principal place of business at One Chase Square - MC5, Rochester, New York 14643 (the "Lessee") dated as of June 30, 1995, and covering Debtor's undivided ownership interest in 271 4,000 to 5,200 cubic foot jumbo covered hopper railcars, 70 3,000 to 4,000 cubic foot small cube covered hopper railcars, 66 covered gondola railcars, 52 60 foot equipped box railcars, and 10 steel rotary open top hoppers railcars.

Very truly yours,



John R. O'Connor  
Attorney for Chase Equipment  
Leasing, Inc.

bjs

SCHEDULE A

Date: June 29 1995

Description of Equipment and Car Markings and Numbers

A. Steel, 4000 to 5200 Cubic Foot Jumbo Covered Hoppers

<u>Car Markings/Numbers</u>			<u>Car Markings/Numbers</u>		
C113	MKT	4100	C113	MP	717680
C113	MKT	4145	C113	MP	717700
C113	MP	712257	C113	MP	717701
C113	MP	716057	C113	MP	717733
C113	MP	716133	C113	MP	717753
C113	MP	716184	C113	MP	717760
C113	MP	716257	C113	MP	717776
C113	MP	716318	C113	MP	717779
C113	MP	716613	C113	MP	717784
C113	MP	716618	C113	MP	717799
C113	MP	716635	C113	MP	717807
C113	MP	716708	C113	MP	717827
C113	MP	716761	C113	MP	717834
C113	MP	716771	C113	MP	717916
C113	MP	716806	C113	MP	717975
C113	MP	716842	C113	MP	718058
C113	MP	716880	C113	MP	718132
C113	MP	716957	C113	MP	718182
C113	MP	716960	C113	MP	718197
C113	MP	717003	C113	MP	718216
C113	MP	717061	C113	MP	718232
C113	MP	717065	C113	MP	718283
C113	MP	717110	C113	MP	718326
C113	MP	717129	C113	MP	718361
C113	MP	717197	C113	MP	718409
C113	MP	717211	C113	MP	718447
C113	MP	717290	C113	MP	718449
C113	MP	717332	C113	MP	718465
C113	MP	717398	C113	MP	718501
C113	MP	717400	C113	MP	718528
C113	MP	717419	C113	MP	718604
C113	MP	717468	C113	MP	718636
C113	MP	717501	C113	MP	718674
C113	MP	717571	C113	MP	718700
C113	MP	717603	C113	MP	718707
C113	MP	717665			

<u>Car Markings/Numbers</u>		
C113	UP	74197
C113	UP	74204
C113	UP	74215
C113	UP	74259
C113	UP	74364
C113	UP	74406
C113	UP	74441
C113	UP	74460
C113	UP	74526
C113	UP	74601
C113	UP	74621
C113	UP	74632
C113	UP	74725
C113	UP	74741
C113	UP	74750
C113	UP	74801
C113	UP	74818
C113	UP	74878
C113	UP	74945
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C113	UP	74970
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C113	UP	75065
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C113	UP	75179
C113	UP	75210
C113	UP	75216
C113	UP	75225
C113	UP	75366
C113	UP	75367
C113	UP	<u>75445</u>
C113	UP	75489
C113	UP	75682
C113	UP	75741
C113	UP	75753
C113	UP	75754
C113	UP	75812
C113	UP	75828
C113	UP	75836
C113	UP	75841
C113	UP	75930

<u>Car Markings/Numbers</u>		
C113	UP	75931
C113	UP	76000
C113	UP	76038
C113	UP	76050
C113	UP	76232
C113	UP	76299
C113	UP	76329
C113	UP	76341
C113	UP	76352
C113	UP	76359
C113	UP	76385
C113	UP	76386
C113	UP	76409
C113	UP	76410
C113	UP	76416
C113	UP	76436
C113	UP	76515
C113	UP	76529
C113	UP	76603
C113	UP	76862
C113	UP	76945
C113	UP	77027
C113	UP	77153
C113	UP	77160
C113	UP	77176
C113	UP	77206
C113	UP	77219
C113	UP	77272
C113	UP	77273
C113	UP	77307
C113	UP	77336
C113	UP	78150
C113	UP	78183
C113	UP	78192
C113	UP	78274
C113	UP	78291
C113	UP	78365
C113	UP	78524
C113	UP	78527
C113	UP	78546
C113	UP	79153
C113	UP	79308
C113	UP	79387
C113	UP	79474

Car Markings/Numbers

C113	UP	79512
C113	UP	79746
C113	UP	79758
C113	UP	79810
C113	UP	79819
C113	UP	83061
C113	UP	87050
C313	UP	14535
C313	UP	14567
C313	UP	14588
C313	UP	21418
C313	UP	21455
C313	UP	21506
C313	UP	21516
C313	UP	21603
C313	UP	22053
C313	UP	22105
C313	UP	22272
C313	UP	22426
C313	UP	22703
C313	UP	23305
C313	UP	83802
C313	UP	220133
C313	WP	11956
Subtotal	271	

C. Covered Gondolas

<u>Car Markings/Numbers</u>			<u>Car Markings/Numbers</u>		
E241	MP	950104	E541	UP	97499
E531	UP	97243	E541	UP	97509
E531	UP	97525	E541	UP	97517
E531	UP	97530	E541	UP	97531
E531	UP	97601	E541	UP	97533
E531	UP	97660	E541	UP	97540
E540	UP	97001	E541	UP	97546
E540	UP	97003	E541	UP	97554
E540	UP	97004	E541	UP	97560
E540	UP	97006	E541	UP	97579
E540	UP	97008	E541	UP	97597
E540	UP	97049	E541	UP	97628
E541	UP	97201	E541	UP	97636
E541	UP	97222	E541	UP	97641
E541	UP	97226	E541	UP	97644
E541	UP	97227	E541	UP	97650
E541	UP	97229	E541	UP	97653
E541	UP	97234	E541	UP	97657
E541	UP	97242	E541	UP	97664
E541	UP	97244	E541	UP	97685
E541	UP	97246	E640	UP	97035
E541	UP	97268	F311	MKT	14030
E541	UP	97280	F311	MKT	14038
E541	UP	97282	F311	MKT	14039
E541	UP	97292	Subtotal-	66	
E541	UP	97325			
E541	UP	97330			
E541	UP	97337			
E541	UP	97352			
E541	UP	97355			
E541	UP	97376			
E541	UP	97403			
E541	UP	97410			
E541	UP	97414			
E541	UP	97418			
E541	UP	97427			
E541	UP	97428			
E541	UP	97451			
E541	UP	97460			
E541	UP	97465			
E541	UP	97481			
E541	UP	97489			

D. 60 Foot Equipped Box Cars

<u>Car Markings/Numbers</u>			<u>Car Markings/Numbers</u>		
A606	MP	267378	A636	MP	267772
A636	MP	267376	A636	MP	267774
A636	MP	267397	A636	MP	267779
A636	MP	267408	A636	MP	267814
A636	MP	267419	A636	MP	267835
A636	MP	267436	A636	MP	267840
A636	MP	267442	A636	MP	267842
A636	MP	267450	A636	MP	267843
A636	MP	267451	A636	MP	267848
A636	MP	267464	A636	MP	267852
A636	MP	267470	B637	MP	267367
A636	MP	267482	Subtotal	52	
A636	MP	267490			
A636	MP	267521			
A636	MP	267542			
A636	MP	267552			
A636	MP	267566			
A636	MP	267568			
A636	MP	267571			
A636	MP	267580			
A636	MP	267586			
A636	MP	267610			
A636	MP	267628			
A636	MP	267638			
A636	MP	267649			
A636	MP	267651			
A636	MP	267661			
A636	MP	267668			
A636	MP	267670			
A636	MP	267677			
A636	MP	267679			
A636	MP	267680			
A636	MP	267689			
A636	MP	267704			
A636	MP	267709			
A636	MP	267714			
A636	MP	267719			
A636	MP	267720			
A636	MP	267735			
A636	MP	267744			
A636	MP	267770			

E. Steel Rotary Open Top Hoppers

Car Markings/Numbers

H351	UP	44728
H351	UP	44782
H351	UP	44876
H351	UP	44890
H351	UP	44899
H351	UP	45078
H351	UP	45391
H351	UP	45438
H351	UP	45569
H351	UP	45718
Subtotal	10	



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

7/7/95

Office Of The Secretary

John R. Tyler, Jr.  
Nixon, Hargrave, Devans & Doyle  
P. O. Box 1051  
Clinton Square  
Rochester, New York 14603

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 7/7/95 at 1:10PM, and assigned recordation number(s). 19519.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)  
(0100681064)

\$ 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

19519

CERTIFICATE

JUL 7 1951

I, John R. O'Connor, hereby certify that I have compared this copy with the original Security Agreement and have found the copy to be complete and identical in all respects to the original document.

**JOHN R. O'CONNOR**  
Notary Public, State of New York  
No. 020C5017681  
Qualified in Monroe County  
Certificate Filed in Monroe County  
Commission Expires Sept. 18, 1955

  
\_\_\_\_\_  
John R. O'Connor

195/9

SECURITY AGREEMENT

AGREEMENT dated as of June 30, 1995 between UNION PACIFIC RAILROAD COMPANY ("UPRR") and CHASE EQUIPMENT LEASING, INC. ("CELI"),

W I T N E S S E T H "

WHEREAS, CELI intends to lease from UPRR for a term of five (5) years certain railcars, as identified in the equipment schedule pursuant to a Lease Agreement dated as of June 30, 1995 between UPRR, as lessor, and CELI, as lessee (the "Primary Lease"); and

WHEREAS, CELI will cause the railcars leased pursuant to the Primary Lease (the "Equipment") to be repaired pursuant to the Services Agreement dated June 30, 1995, between UPRR and CELI (the "Services Agreement"), at CELI's expense, and will sublease the Equipment to UPRR for an initial term of thirty-six (36) months, delivering the Equipment, whether or not yet repaired, pursuant to a Sublease Agreement dated as of June 30, 1995, between CELI, as sublessor, and UPRR, as sublessee (the "Sublease"); and

WHEREAS, CELI will pay to UPRR the sum of \$16,300,000 on June 30, 1995 in full payment of all amounts to become due under the Services Agreement from time to time as the Equipment is repaired; and

WHEREAS, the parties to the Sublease have entered into an Agreement Providing Purchase and Renewal Options and Equipment Return Conditions dated as of June 30, 1995 (the "Option Agreement") which, among other provisions, obligates UPRR (i) to purchase the Equipment for specified amounts; or (ii) to market the Equipment, including UPRR's interest therein, with the proceeds being paid to CELI until it realizes a specified recovery; and, under certain circumstances (iii) to pay CELI specified amounts if the proceeds of marketing do not provide CELI with the specified recovery (the specified obligations of UPRR noted above are referred to herein as the "Option Obligations"); and

WHEREAS, the respective ownership interests of the parties in the Equipment after the repairs to be made under the Services Agreement are an undivided interest of 37.610% for UPRR and 62.390% for CELI; and

WHEREAS, UPRR has agreed to grant to CELI a security interest in UPRR's interest in the Equipment and the proceeds thereof, and in the "Repair Account" (as defined in Section One hereof) to secure the "Obligations" (as defined in Section One hereof);

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, it is agreed:

SECTION ONE: Definitions. In addition to the capitalized terms which are defined in the preamble of this Agreement, the following terms shall mean:

"Obligations" mean UPRR's Option Obligations and UPRR's obligations as Lessee under the Sublease, but only those obligations which exist after the occurrence of a "bankruptcy Event of Default" as described under Section 18(b) of the Sublease.

"Repair Account" means UPRR's account established with Chase Manhattan Bank, N.A. ("Chase") into which the funds paid by CELI on June 30, 1995 under the Services Agreement, but not yet applied to the cost of repairs to the Equipment, shall be deposited and maintained until withdrawn by UPRR at its sole discretion and applied to the cost of such repairs.

Capitalized terms used herein, but not defined herein shall have the meaning ascribed to them under the Sublease.

SECTION TWO: Security Interest. UPRR hereby grants to CELI, its successors and assigns, a security interest in (i) UPRR's 37.610% undivided interest in each Item of Equipment which is now or hereafter subject to the Sublease, as identified in Schedule A annexed hereto, or in any amendments to such schedule; (ii) the proceeds of such interest in the Equipment; and (iii) the Repair Account, to secure UPRR's performance and payment of the Obligations.

UPRR agrees that Chase may, upon notice from CELI as to the security interest, agree to be CELI's agent for the sole purpose of perfecting a possessory security interest in the Repair Account. Unless and until CELI delivers written notice to Chase and UPRR that UPRR has defaulted in one or more of its Obligations, UPRR shall have exclusive control over the Repair Account, ownership of all income earned thereon, and the right to withdraw amounts from the Repair Account at its sole discretion from time to time and at any time.

SECTION THREE: Remedies. In the event (i) UPRR fails to perform or pay any of its Option Obligations and such failure continues for thirty (30) days after UPRR receives written notice of such failure from CELI; or (ii) a bankruptcy Event of Default has occurred under Section 18(b) of the Sublease; then CELI shall have all of the remedies of a secured party and UPRR shall have all of the rights and duties of a debtor, as to the collateral specified in Section Two hereof, pursuant to the Uniform Commercial Code of Nebraska and any other applicable law. Any

sale of UPRR's interest in the Equipment after a bankruptcy Event of Default shall be governed by Section 18(b) of the Sublease, and any sale of UPRR's interest in the Equipment after a default in the Option Obligations shall be governed by the provisions of the Option Agreement as to the application of the proceeds of sale. In furtherance of its remedies concerning the Repair Account, following a default under either clause (i) or clause (ii) of this Section Three, CELI may notify Chase of the default and instruct Chase to freeze the Repair Account pending further proceedings by CELI to realize on its security interest therein.

SECTION FOUR: Perfection; Termination.

4(a) This Security Agreement shall be filed with the Interstate Commerce Commission (the "ICC") and amended filings shall be made with the ICC from time to time as additional Items of Equipment are identified. UPRR authorizes CELI to file financing statements and financing statement amendments, on UPRR's behalf, evidencing its security interests in the Equipment in any public office which CELI deems appropriate to perfect its security interests, and UPRR shall cooperate with CELI in executing such transmittals, schedules, financing statements or other similar documents as CELI reasonably requests from time to time in connection with such filings.

4(b) The security interests granted herein shall terminate and be released or discharged by CELI (i) as to the Repair Account when all funds on deposit therein have been withdrawn by UPRR or, after default and successful realization with respect to such funds, by CELI in the exercise of its remedies pursuant to this Security Agreement, and (ii) as to the Equipment, upon full and final performance by UPRR of its Option Obligations.

SECTION FIVE. Miscellaneous.

5(a) Governing Law. This Agreement shall be governed and construed in accordance with the substantive laws of the State of Nebraska, and shall be deemed to have been made in Douglas County, Nebraska regardless of the order in which it is executed.

5(b) Notice. Any notice or demand provided for herein shall be given in the manner set forth in Section 23 of the Sublease.

5(c) Severability. If any provision or remedy set forth or provided in this Agreement shall be invalid under any applicable law, such provision or remedy shall be inapplicable and deemed omitted but the remaining provisions, including the

remaining remedies, shall be given effect in accordance with the manifest intent hereof.

5(d) Amendments, Waivers and Rights. No amendment, waiver or modification of any term of this Agreement shall be valid unless in writing signed by the party to be charged and no waiver by CELI of any provision or default shall constitute a waiver of any other provision or default. The parties' rights and remedies hereunder are cumulative and not alternative and are in addition to all rights which either party may have under the Primary Lease, Sublease or Option Agreement.

5(e) Assignability. This Agreement may not be assigned by either party except for an assignment by CELI in connection with its assignment of the Sublease, as provided in Section 19(c) of the Sublease, and this Agreement shall inure to the benefit of and be enforceable by the successors of UPRR and CELI.

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

CHASE EQUIPMENT LEASING, INC.

UNION PACIFIC RAILROAD COMPANY

By: *E. E. Kowalski*

By: *Charles R. Eide*

Its: *PRESIDENT*

Its: *Vice President - Purchasing*

STATE OF NEW YORK  
COUNTY OF MONROE

On this 28 day of June, 1995, before me personally appeared Edward J. Perkowski, to me personally known, who being by me duly sworn, says that he is the President of CHASE EQUIPMENT LEASING, INC., that the foregoing instrument was signed on behalf of said company by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

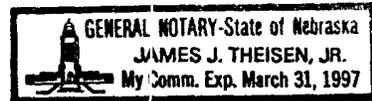
Kathleen M. Jones  
Signature of Notary Public  
My Commission expires \_\_\_\_\_

KATHLEEN M. JONES  
Notary Public in the State of New York  
Monroe County  
Commission Expires March 3, 1996

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

On this 27<sup>th</sup> day of June, 1995, before me personally appeared Charles R. Eisele, to me personally known, who being by me duly sworn, says that (s)he is the Vice President - Purchasing of UNION PACIFIC RAILROAD COMPANY, that foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]  
Signature of Notary Public  
My Commission expires \_\_\_\_\_



SCHEDULE A  
TO  
SECURITY AGREEMENT DATED  
AS OF JUNE 30, 1995

Date: June 29 1995

Description of Equipment and Car Markings and Numbers

A. Steel, 4000 to 5200 Cubic Foot Jumbo Covered Hoppers

<u>Car Markings/Numbers</u>			<u>Car Markings/Numbers</u>		
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C113	MP	716057	C113	MP	717733
C113	MP	716133	C113	MP	717753
C113	MP	716184	C113	MP	717760
C113	MP	716257	C113	MP	717776
C113	MP	716318	C113	MP	717779
C113	MP	716613	C113	MP	717784
C113	MP	716618	C113	MP	717799
C113	MP	716635	C113	MP	717807
C113	MP	716708	C113	MP	717827
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C113	MP	717065	C113	MP	718283
C113	MP	717110	C113	MP	718326
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C113	MP	717211	C113	MP	718447
C113	MP	717290	C113	MP	718449
C113	MP	717332	C113	MP	718465
C113	MP	717398	C113	MP	718501
C113	MP	717400	C113	MP	718528
C113	MP	717419	C113	MP	718604
C113	MP	717468	C113	MP	718636
C113	MP	717501	C113	MP	718674
C113	MP	717571	C113	MP	718700
C113	MP	717603	C113	MP	718707
C113	MP	717665			

Car Markings/Numbers

C113	MP	718741
C113	MP	718755
C113	MP	718777
C113	MP	718778
C113	MP	718787
C113	MP	722311
C113	MP	722420
C113	MP	722421
C113	MP	722434
C113	MP	722507
C113	MP	722627
C113	MP	722729
C113	MP	722848
C113	MP	722893
C113	MP	723051
C113	MP	723247
C113	MP	723391
C113	MP	723597
C113	MP	723677
C113	MP	740425
C113	UP	21424
C113	UP	21447
C113	UP	22211
C113	UP	22346
C113	UP	22531
C113	UP	22917
C113	UP	71025
C113	UP	71081
C113	UP	71138
C113	UP	71141
C113	UP	71152
C113	UP	71164
C113	UP	71166
C113	UP	71242
C113	UP	71264
C113	UP	71355
C113	UP	71385
C113	UP	71386
C113	UP	71480
C113	UP	71515
C113	UP	71532
C113	UP	71549
C113	UP	71579
C113	UP	71634

Car Markings/Numbers

C113	UP	71711
C113	UP	71724
C113	UP	71788
C113	UP	71887
C113	UP	71895
C113	UP	71976
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C113	UP	72101
C113	UP	72189
C113	UP	72287
C113	UP	72295
C113	UP	72349
C113	UP	72384
C113	UP	72491
C113	UP	72560
C113	UP	72561
C113	UP	72675
C113	UP	72680
C113	UP	72716
C113	UP	72768
C113	UP	72861
C113	UP	72884
C113	UP	72901
C113	UP	73109
C113	UP	73200
C113	UP	73315
C113	UP	73357
C113	UP	73386
C113	UP	73433
C113	UP	73539
C113	UP	73582
C113	UP	73602
C113	UP	73670
C113	UP	73791
C113	UP	73806
C113	UP	73820
C113	UP	74025
C113	UP	74035
C113	UP	74068
C113	UP	74111
C113	UP	74181
C113	UP	74186

<u>Car Markings/Numbers</u>		
C113	UP	74197
C113	UP	74204
C113	UP	74215
C113	UP	74259
C113	UP	74364
C113	UP	74406
C113	UP	74441
C113	UP	74460
C113	UP	74526
C113	UP	74601
C113	UP	74621
C113	UP	74632
C113	UP	74725
C113	UP	74741
C113	UP	74750
C113	UP	74801
C113	UP	74818
C113	UP	74878
C113	UP	74945
C113	UP	74952
C113	UP	74970
C113	UP	75051
C113	UP	75065
C113	UP	75120
C113	UP	75130
C113	UP	75154
C113	UP	75175
C113	UP	75179
C113	UP	75210
C113	UP	75216
C113	UP	75225
C113	UP	75366
C113	UP	75367
C113	UP	75445
C113	UP	75489
C113	UP	75682
C113	UP	75741
C113	UP	75753
C113	UP	75754
C113	UP	75812
C113	UP	75828
C113	UP	75836
C113	UP	75841
C113	UP	75930

<u>Car Markings/Numbers</u>		
C113	UP	75931
C113	UP	76000
C113	UP	76038
C113	UP	76050
C113	UP	76232
C113	UP	76299
C113	UP	76329
C113	UP	76341
C113	UP	76352
C113	UP	76359
C113	UP	76385
C113	UP	76386
C113	UP	76409
C113	UP	76410
C113	UP	76416
C113	UP	76436
C113	UP	76515
C113	UP	76529
C113	UP	76603
C113	UP	76862
C113	UP	76945
C113	UP	77027
C113	UP	77153
C113	UP	77160
C113	UP	77176
C113	UP	77206
C113	UP	77219
C113	UP	77272
C113	UP	77273
C113	UP	77307
C113	UP	77336
C113	UP	78150
C113	UP	78183
C113	UP	78192
C113	UP	78274
C113	UP	78291
C113	UP	78365
C113	UP	78524
C113	UP	78527
C113	UP	78546
C113	UP	79153
C113	UP	79308
C113	UP	79387
C113	UP	79474

Car Markings/Numbers

C113	UP	79512
C113	UP	79746
C113	UP	79758
C113	UP	79810
C113	UP	79819
C113	UP	83061
C113	UP	87050
C313	UP	14535
C313	UP	14567
C313	UP	14588
C313	UP	21418
C313	UP	21455
C313	UP	21506
C313	UP	21516
C313	UP	21603
C313	UP	22053
C313	UP	22105
C313	UP	22272
C313	UP	22426
C313	UP	22703
C313	UP	23305
C313	UP	83802
C313	UP	220133
C313	WP	11956
Subtotal	271	

B. Steel, 3000 to 4000 Cubic Foot Small Cube Covered Hoppers

<u>Car Markings/Numbers</u>			<u>Car Markings/Numbers</u>		
C111	MKT	411	C111	UP	219782
C111	MP	706003	C111	UP	219788
C111	MP	706030	C111	UP	219800
C111	MP	706053	C112	MP	705324
C111	MP	706058	C112	MP	705334
C111	MP	706095	C112	MP	706100
C111	MP	706098	C112	MP	706126
C111	MP	706309	C112	MP	706140
C111	MP	706324	C112	MP	706143
C111	MP	706326	C112	MP	706204
C111	MP	706336	C112	MP	706206
C111	MP	706350	C112	MP	706215
C111	MP	706362	C112	MP	706218
C111	MP	706369	C112	MP	706221
C111	MP	706371	C112	MP	706232
C111	MP	706378	C112	MP	706245
C111	MP	706397	C112	MP	706255
C111	MP	706421	C112	MP	706258
C111	MP	706458	C112	MP	706259
C111	MP	706467	C112	MP	706277
C111	MP	706497	C112	UP	218030
C111	MP	706511	C112	UP	218064
C111	MP	706619	C112	UP	218198
C111	MP	706630	C112	UP	218210
C111	MP	706734	C112	UP	218300
C111	MP	706740	C112	UP	218301
C111	MP	706800	C112	UP	218351
C111	MP	706865	C112	UP	218369
C111	MP	706871			
C111	MP	706893	Subtotal	70	
C111	MP	706938			
C111	MP	706940			
C111	UP	219322			
C111	UP	219439			
C111	UP	219467			
C111	UP	219469			
C111	UP	219584			
C111	UP	219604			
C111	UP	219675			
C111	UP	219743			
C111	UP	219752			
C111	UP	219770			

C. Covered Gondolas

<u>Car Markings/Numbers</u>			<u>Car Markings/Numbers</u>		
E241	MP	950104	E541	UP	97499
E531	UP	97243	E541	UP	97509
E531	UP	97525	E541	UP	97517
E531	UP	97530	E541	UP	97531
E531	UP	97601	E541	UP	97533
E531	UP	97660	E541	UP	97540
E540	UP	97001	E541	UP	97546
E540	UP	97003	E541	UP	97554
E540	UP	97004	E541	UP	97560
E540	UP	97006	E541	UP	97579
E540	UP	97008	E541	UP	97597
E540	UP	97049	E541	UP	97628
E541	UP	97201	E541	UP	97636
E541	UP	97222	E541	UP	97641
E541	UP	97226	E541	UP	97644
E541	UP	97227	E541	UP	97650
E541	UP	97229	E541	UP	97653
E541	UP	97234	E541	UP	97657
E541	UP	97242	E541	UP	97664
E541	UP	97244	E541	UP	97685
E541	UP	97246	E640	UP	97035
E541	UP	97268	F311	MKT	14030
E541	UP	97280	F311	MKT	14038
E541	UP	97282	F311	MKT	14039
E541	UP	97292	Subtotal	66	
E541	UP	97325			
E541	UP	97330			
E541	UP	97337			
E541	UP	97352			
E541	UP	97355			
E541	UP	97376			
E541	UP	97403			
E541	UP	97410			
E541	UP	97414			
E541	UP	97418			
E541	UP	97427			
E541	UP	97428			
E541	UP	97451			
E541	UP	97460			
E541	UP	97465			
E541	UP	97481			
E541	UP	97489			

D. 60 Foot Equipped Box Cars

<u>Car Markings/Numbers</u>			<u>Car Markings/Numbers</u>		
A606	MP	267378	A636	MP	267772
A636	MP	267376	A636	MP	267774
A636	MP	267397	A636	MP	267779
A636	MP	267408	A636	MP	267814
A636	MP	267419	A636	MP	267835
A636	MP	267436	A636	MP	267840
A636	MP	267442	A636	MP	267842
A636	MP	267450	A636	MP	267843
A636	MP	267451	A636	MP	267848
A636	MP	267464	A636	MP	267852
A636	MP	267470	B637	MP	267367
A636	MP	267482	Subtotal	52	
A636	MP	267490			
A636	MP	267521			
A636	MP	267542			
A636	MP	267552			
A636	MP	267566			
A636	MP	267568			
A636	MP	267571			
A636	MP	267580			
A636	MP	267586			
A636	MP	267610			
A636	MP	267628			
A636	MP	267638			
A636	MP	267649			
A636	MP	267651			
A636	MP	267661			
A636	MP	267668			
A636	MP	267670			
A636	MP	267677			
A636	MP	267679			
A636	MP	267680			
A636	MP	267689			
A636	MP	267704			
A636	MP	267709			
A636	MP	267714			
A636	MP	267719			
A636	MP	267720			
A636	MP	267735			
A636	MP	267744			
A636	MP	267770			

E. Steel Rotary Open Top Hoppers

Car Markings/Numbers

H351	UP	44728
H351	UP	44782
H351	UP	44876
H351	UP	44890
H351	UP	44899
H351	UP	45078
H351	UP	45391
H351	UP	45438
H351	UP	45569
H351	UP	45718
Subtotal	10	

SCHEDULE A

Date: June 29 1995

Description of Equipment and Car Markings and Numbers

A. Steel, 4000 to 5200 Cubic Foot Jumbo Covered Hoppers

<u>Car Markings/Numbers</u>			<u>Car Markings/Numbers</u>		
C113	MKT	4100	C113	MP	717680
C113	MKT	4145	C113	MP	717700
C113	MP	712257	C113	MP	717701
C113	MP	716057	C113	MP	717733
C113	MP	716133	C113	MP	717753
C113	MP	716184	C113	MP	717760
C113	MP	716257	C113	MP	717776
C113	MP	716318	C113	MP	717779
C113	MP	716613	C113	MP	717784
C113	MP	716618	C113	MP	717799
C113	MP	716635	C113	MP	717807
C113	MP	716708	C113	MP	717827
C113	MP	716761	C113	MP	717834
C113	MP	716771	C113	MP	717916
C113	MP	716806	C113	MP	717975
C113	MP	716842	C113	MP	718058
C113	MP	716880	C113	MP	718132
C113	MP	716957	C113	MP	718182
C113	MP	716960	C113	MP	718197
C113	MP	717003	C113	MP	718216
C113	MP	717061	C113	MP	718232
C113	MP	717065	C113	MP	718283
C113	MP	717110	C113	MP	718326
C113	MP	717129	C113	MP	718361
C113	MP	717197	C113	MP	718409
C113	MP	717211	C113	MP	718447
C113	MP	717290	C113	MP	718449
C113	MP	717332	C113	MP	718465
C113	MP	717398	C113	MP	718501
C113	MP	717400	C113	MP	718528
C113	MP	717419	C113	MP	718604
C113	MP	717468	C113	MP	718636
C113	MP	717501	C113	MP	718674
C113	MP	717571	C113	MP	718700
C113	MP	717603	C113	MP	718707
C113	MP	717665			