

**THE
GREENBRIER
COMPANIES**

The Greenbrier Companies

One Centerpointe Drive Suite 200
Lake Oswego Oregon 97035
503 684 7000

September 22, 1993

3-273A033

REGISTRATION NO 18130-B FILED MBS

SEP 30 1993 -2 10 PM

INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

SEP 22 2 03 PM '93

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th and Constitution Avenues, N.W.
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are four (4) fully executed and acknowledged originals of a Mortgage and Security Agreement dated September 30, 1993, a secondary document as defined in the Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document relates to the Mortgage and Security Agreement dated as of February 24, 1993, which was filed and recorded on February 24, 1993 under Recordation Number 18130.

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

Lessor: Greenbrier Railcar, Inc.
One Centerpointe Drive, Suite 200
Lake Oswego, Oregon 97035

Lessee: Internationale Nederlanden Lease Structured Finance B.V.
Karspeldreef 14
1101 CK Amsterdam Zuidoost
P.O. Box 1971
NL-1000 BZ Amsterdam
The Netherlands

A description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 to the Mortgage and Security Agreement.

Also enclosed is a payment of \$16 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

[Handwritten signatures]

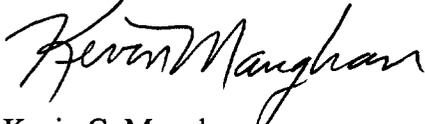
Mr. Sidney L. Strickland, Jr.
September 22, 1993
Page 2

Kindly return three (3) stamped originals of the enclosed document to either Charles T. Kappler or Robert W. Alvord at Alvord & Alvord, 918 16th Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed document to appear in the Commission's Index is:

Mortgage and Security Agreement dated as of September 30, 1993 between Greenbrier Railcar, Inc., Borrower, and Internationale Nederlanden Lease Structured Finance B.V., Secured Party, covering 376 railcars bearing SP and SSW marks and numbers and current VCY/GVSR marks and numbers.

Sincerely,



Kevin C. Maughan
Staff Attorney

KCM:sdr

Enclosure

WORD\KCMST092232

18130-13
FILED 9-30-93

SEP 30 1993 - 2 10 PM

INTERSTATE COMMERCE COMMISSION

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT dated as of September 30, 1993 (the "Security Agreement") is executed by GREENBRIER RAILCAR, INC., a Delaware corporation (the "Borrower"), in favor of INTERNATIONALE NEDERLANDEN LEASE STRUCTURED FINANCE B.V. (formerly named NMB Lease Structured Finance B.V.), a company organized under the laws of Netherlands, as Agent ("Agent") for the Lenders parties to the Loan Agreement referred to below.

R E C I T A L S:

A. Borrower, Agent, Greenbrier Leasing Corporation, a Delaware corporation (the "Guarantor") and NMB Lease Structured Finance B.V., as initial Lender, have entered into a Loan Agreement dated as of August 20, 1992, (the "Loan Agreement"), providing for the commitment of Lenders thereunder to purchase the Interim Note and the Term Note (the "Notes") of Borrower.

B. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Loan Agreement.

SECTION 1. GRANT OF SECURITY.

The Borrower in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, and to secure the payment of the Obligations does hereby convey, warrant, mortgage, assign, pledge and grant Agent, its successors and assigns, for the benefit of the Lenders, a security interest in, all and singular of Borrower's right, title and interest in and to the properties, rights, interests and privileges described in Sections 2.1, 2.2 and 2.3 hereof (all of which properties hereby mortgaged, assigned and pledged or intended so to be are hereinafter collectively referred to as the "Collateral").

SECTION 2. DESCRIPTION OF COLLATERAL.

2.1 Railcars. The Collateral includes the railroad cars described in Schedule 1 attached hereto and made a part hereof constituting the Railcars leased and delivered under the Lease Schedule or Schedules referenced on Schedule 1 attached hereto (collectively, the "Lease Schedules"); together with all accessories, equipment, parts and appurtenances appertaining or attached to any of the Railcars hereinabove described, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Railcars, together with all the rents, issues, income, profits and avails therefrom.

2.2 Rental Collateral. The Collateral also includes all right, title, interest, claims and demands of Borrower as Lessor in, to and under the Lease Schedules and, to the extent they relate to the Railcars or the Lease Schedules, the Lease and the Remarketing Agreement, including all extensions of the term of the Lease, the Remarketing Agreement, and the Lease Schedules, together with all rights, powers, privileges, options and other benefits of Borrower as Lessor under the Lease, the Remarketing Agreement, and the Lease Schedules, as well as any leases and lease schedules entered into in replacement of the Lease and the Lease Schedules, including without limitation:

(a) The immediate and continuing right to receive and collect all Rent (as defined in Section 9 of the Lease), Casualty Value payments (as referenced in Section 10 of the Lease), insurance proceeds, condemnation awards and other payments, tenders and security now or hereafter payable or receivable by the Lessor under the Lease or any replacement lease or the Remarketing Agreement (to the extent such payments relate to the Railcars or the Lease Schedules) or the Lease Schedules or any replacement lease schedules pursuant thereto;

(b) the right to make all waivers and agreements and to enter into any amendments relating to the Remarketing Agreement, the Lease or any replacement lease or the Lease Schedules or any replacement lease schedules or any provision thereof; and

(c) the right, subject to Section 8.5 of the Loan Agreement, to take such action upon the occurrence of a Lease Event of Default under the Lease or any replacement lease or an event which, with the lapse of

time or the giving of notice, or both, would constitute a Lease Event of Default under the Lease or any replacement lease, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease or by law, and to do any and all other things whatsoever which Borrower or any lessor is or may be entitled to do under the Lease or any replacement lease;

it being the intent and purpose hereof that the assignment and transfer to Lender of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and Lender shall have the right, at its option, to collect and receive all Rent, Casualty Value payments, and other sums relating to the Lease Schedules or the Railcars for application in accordance with the Loan Agreement at all times after the date of this Security Agreement until the Obligations have fully paid and discharged.

2.3 Proceeds. The Collateral also includes all proceeds of the foregoing Collateral. The term "proceeds" as used in this Security Agreement includes whatever is receivable or received when Collateral or proceeds is sold, leased, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

SECTION 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Borrower represents, warrants, covenants and agrees (i) that the representations and warranties contained in Section 4 of the Loan Agreement are true and correct as of the execution of this Security Agreement and that such representations and warranties shall survive the execution and delivery of this Security Agreement, and (ii) during the term of this Security Agreement and until its performance of all obligations to Lender, Borrower will abide by all of the covenants contained in Sections 6 and 7 of the Loan Agreement.

SECTION 4. DEFAULTS AND OTHER PROVISIONS.

The term "Event of Default" for all purposes of this Security Agreement shall have the meaning given in Section 8 of the Loan Agreement. When an Event of Default has occurred and is continuing, Lender may exercise any and all rights available to it pursuant to Section 9 of the Loan Agreement.

SECTION 5. MISCELLANEOUS.

5.1 Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Security Agreement contained by or on behalf of Borrower or by or on behalf of Agent or any Lender, shall bind and inure to be benefit of the respective successors and assigns of such parties whether so expressed or not.

5.2 Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision herein contained unenforceable or invalid.

5.3 Notices. All notices provided for herein shall be deemed to have been duly given or made when delivered in compliance with Section 11.9 of the Loan Agreement.

5.4 Amendments. This Security Agreement may only be amended or supplemented by an instrument or instruments in writing executed by the parties hereto.

5.5 Governing Law. This Security Agreement shall be construed in accordance with and governed by the laws of the State of New York; provided, however, that Agent and Lenders shall be entitled to all the rights conferred by any applicable Federal statute, rule or regulation.

IN WITNESS WHEREOF, Borrower has caused this Security Agreement to be executed, as of the day and year first above written.

GREENBRIER RAILCAR, INC.

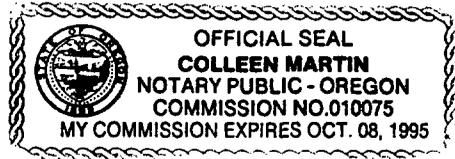
By: Norriss M. Webb
Norriss M. Webb
Vice President

STATE OF OREGON)
) ss.
COUNTY OF CLACKAMAS)

On this 18th day of August, 1993, before me personally appeared Norriss M. Webb, to me personally known, who being by me duly sworn, says that he is the Vice President of Greenbrier Railcar, Inc. that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Colleen Martin
NOTARY PUBLIC

My commission expires: 10-8-95



SCHEDULE 1

Those Lease Schedules between Borrower as Lessor, and Southern Pacific Transportation Company and St. Louis Southwestern Railway Company, (collectively "Lessee"), as described below:

Lease Schedules:

Schedule No. 8B dated as of November 5, 1991 between Borrower, as Lessor, and Lessee to the Master Lease Agreement dated as of March 14, 1991 between Borrower and Lessee (the "Master Lease") as amended February 5, 1993 by Amendment to Schedule No. 8B of the Master Lease to the extent of two (2) additional railcars that were neither described in the Mortgage and Security Agreement dated as of February 24, 1993 and filed at the Interstate Commerce Commission on February 24, 1993 and assigned Recordation Number 18130 and also deposited in the office of the Registrar General of Canada on February 24, 1993, nor described in the Mortgage and Security Agreement dated as of June 10, 1993 and filed at the Interstate Commerce Commission on June 10, 1993 and assigned Recordation Number 18130-A and also deposited in the office of the Registrar General of Canada on June 10, 1993.

Schedule No. 13C dated as of September 4, 1992 between Borrower, as Lessor, and Lessee to the Master Lease.

Schedule No. 13D dated as of September 4, 1992 between Borrower, as Lessor, and Lessee to the Master Lease to the extent of twelve (12) additional railcars that were not described in the Mortgage and Security Agreement dated as of June 10, 1993 and filed at the Interstate Commerce Commission on June 10, 1993 and assigned Recordation Number 18130-A and also deposited in the office of the Registrar General of Canada on June 10, 1993.

Schedule No. 15B dated as of October 22, 1992 between Borrower, as Lessor, and Lessee to the Master Lease as amended August 20, 1993 by Amendment to Schedule No. 15B of the Master Lease to the extent of four (4) additional railcars that were not described in the Mortgage and Security Agreement dated as of June 10, 1993 and filed at the Interstate Commerce Commission on June 10, 1993 and assigned Recordation Number 18130-A and also deposited in the office of the Registrar General of Canada on June 10, 1993.

Schedule No. 17A dated as of November 19, 1992 between Borrower, as Lessor, and Lessee to the Master Lease as amended August 20, 1993 by Amendment to Schedule No. 17A of the Master Lease.

Schedule No. 18A dated as of August 20, 1993 between Borrower, as Lessor, and Lessee to the Master Lease.

Schedule No. 19B dated as of November 19, 1992 between Borrower, as Lessor, and Lessee to the Master Lease as amended August 20, 1993 by Amendment to Schedule No. 19B of the Master Lease.

Schedule No. 19D dated as of November 19, 1992 between Borrower, as Lessor, and Lessee to the Master Lease to the extent of six (6) additional railcars that were not described in the Mortgage and Security Agreement dated as of June 10, 1993 and filed at the Interstate Commerce Commission on June 10, 1993 and assigned Recordation Number 18130-A and also deposited in the office of the Registrar General of Canada on June 10, 1993.

Schedule No. 21C dated as of August 20, 1993 between Borrower, as Lessor, and Lessee to the Master Lease.

Schedule No. 22A dated as of May 11, 1992 between Borrower, as Lessor, and Lessee to the Master Lease to the extent of twelve (12) additional railcars that were not described in the Mortgage and Security Agreement dated as of June 10, 1993 and filed at the Interstate Commerce Commission on June 10, 1993 and assigned Recordation Number 18130-A and also deposited in the office of the Registrar General of Canada on June 10, 1993.

Schedule No. 22C dated as of May 11, 1993 between Borrower, as Lessor, and Lessee to the Master Lease.

Schedule No. 26B dated as of August 20, 1993 between Borrower, as Lessor, and Lessee to the Master Lease.

Railcars:

(See attached pages 1 through 4)

SCHEDULE 1

LEASE SCHD	OLD CAR NUMBER	NEW CAR NUMBER	LEASE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
18A	SP 240473	VCY 764677	17A	SP 245539	GVSR 775012
18A	SP 240725	VCY 764687	17A	SP 245545	GVSR 775000
18A	SP 241026	VCY 764767	17A	SP 245570	GVSR 775002
18A	SP 241308	VCY 764723	17A	SP 245617	GVSR 775011
18A	SP 242971	VCY 767521	17A	SP 245729	GVSR 775004
18A	SP 242982	VCY 767502	17A	SP 245738	GVSR 775016
18A	SP 243017	VCY 767539	17A	SP 245741	GVSR 775001
18A	SP 243107	VCY 767507	17A	SP 245781	GVSR 778019
18A	SP 243110	VCY 767526	17A	SP 245821	GVSR 778013
18A	SP 243124	VCY 767505	17A	SP 245822	GVSR 778018
18A	SP 243152	VCY 767515	17A	SP 245846	GVSR 778009
18A	SP 243239	VCY 767511	17A	SP 245849	GVSR 778028
18A	SP 243278	VCY 767603	17A	SP 245859	GVSR 778027
18A	SP 243298	VCY 767504	17A	SP 245876	GVSR 778021
18A	SP 243302	VCY 767531	17A	SP 245914	GVSR 778016
18A	SP 243346	VCY 767500	17A	SP 245946	GVSR 778006
17A	SP 243383	GVSR 771028	17A	SP 245971	GVSR 778007
17A	SP 243384	GVSR 771026	17A	SP 245985	GVSR 778026
17A	SP 243388	GVSR 771027	22C	SP 404006	GVSR 508062
17A	SP 243408	GVSR 771030	22C	SP 404009	GVSR 508019
17A	SP 243418	GVSR 771045	22A	SP 404011	GVSR 508046
17A	SP 243434	GVSR 771006	22C	SP 404020	GVSR 508064
17A	SP 243611	GVSR 771031	22C	SP 404022	GVSR 508076
17A	SP 243658	GVSR 771002	22C	SP 404028	GVSR 508065
17A	SP 243704	GVSR 771046	22C	SP 404031	GVSR 508030
17A	SP 243804	GVSR 771010	22C	SP 404037	GVSR 508052
17A	SP 243808	GVSR 771055	22C	SP 404038	GVSR 508014
17A	SP 243834	GVSR 771003	22C	SP 404050	GVSR 513005
17A	SP 243860	GVSR 771037	22C	SP 404056	GVSR 513019
17A	SP 243867	GVSR 771056	22C	SP 404057	GVSR 513036
17A	SP 243877	GVSR 771053	22C	SP 404062	GVSR 513014
17A	SP 243917	GVSR 771039	22C	SP 404064	GVSR 513008
17A	SP 243956	GVSR 771057	22C	SP 404065	GVSR 513003
17A	SP 243980	GVSR 771013	22A	SP 404069	GVSR 513042
17A	SP 244022	GVSR 771048	22C	SP 404071	GVSR 513018
17A	SP 244077	GVSR 771012	22C	SP 404072	GVSR 513017
17A	SP 244111	GVSR 771059	22C	SP 404075	GVSR 513004
17A	SP 244121	GVSR 771004	22C	SP 404078	GVSR 513009
17A	SP 244658	GVSR 774055	22C	SP 404080	GVSR 513001
17A	SP 244673	GVSR 774012	22C	SP 404085	GVSR 513002
17A	SP 244728	GVSR 774056	22C	SP 404088	GVSR 513010
17A	SP 244732	GVSR 774043	22C	SP 404090	GVSR 513053
17A	SP 244742	GVSR 774040	22C	SP 404093	GVSR 513013
17A	SP 244796	GVSR 774035	22C	SP 404094	GVSR 513050
17A	SP 244799	GVSR 774015	22C	SP 404096	GVSR 513033
17A	SP 244910	GVSR 774017	21C	SP 496316	CRLE 512055
17A	SP 244914	GVSR 774039	21C	SP 496337	CRLE 512097
17A	SP 245154	GVSR 774037	21C	SP 496342	CRLE 512075
17A	SP 245503	GVSR 775014	21C	SP 496355	CRLE 512079
17A	SP 245515	GVSR 775017	21C	SP 496358	CRLE 512085
17A	SP 245518	GVSR 775015	21C	SP 496363	CRLE 512061

SCHEDULE 1

LEASE SCHD	OLD CAR NUMBER	NEW CAR NUMBER	LEASE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
21C	SP 496368	CRLE 512059	15B	SP 664265	VCY 144080
21C	SP 496387	CRLE 512101	15B	SP 664268	VCY 144083
21C	SP 496391	CRLE 512083	15B	SP 664274	VCY 144081
21C	SP 496405	CRLE 512087	19D	SP 694630	GVSr 768115
21C	SP 496425	CRLE 512093	19D	SP 694648	GVSr 768052
21C	SP 496440	CRLE 512063	19B	SP 694651	GVSr 768055
21C	SP 496446	CRLE 512099	19B	SP 694657	GVSr 768065
21C	SP 496448	CRLE 512081	19B	SP 694682	GVSr 768123
21C	SP 496449	CRLE 512077	19B	SP 694690	GVSr 768059
13C	SP 605016	GVSr 132113	19B	SP 694694	GVSr 768131
13C	SP 605050	GVSr 132112	19B	SP 694732	GVSr 768129
13C	SP 605054	GVSr 132108	19D	SP 694777	GVSr 768113
13C	SP 605072	GVSr 132104	19B	SP 694780	GVSr 768126
13C	SP 605093	GVSr 132107	19B	SP 694785	GVSr 768124
13C	SP 605100	GVSr 132102	19B	SP 694789	GVSr 768111
13C	SP 605113	GVSr 132116	19B	SP 694799	GVSr 768104
13D	SP 605116	GVSr 132125	19B	SP 697109	GVSr 766125
13C	SP 605122	GVSr 132106	19B	SP 697136	GVSr 766007
13C	SP 605144	GVSr 132097	19B	SP 697142	GVSr 766020
13D	SP 605155	GVSr 132098	19B	SP 697182	GVSr 766134
13C	SP 605156	GVSr 132110	19B	SP 697205	GVSr 766018
13C	SP 605160	GVSr 132093	19B	SP 697224	GVSr 766008
13C	SP 605171	GVSr 132101	19B	SP 697226	GVSr 766017
13D	SP 605180	GVSr 132082	19B	SP 697251	GVSr 766023
13C	SP 605199	GVSr 132115	19B	SP 697256	GVSr 766065
13C	SP 605209	GVSr 132118	19B	SP 697265	GVSr 766021
13C	SP 605215	GVSr 132100	19B	SP 697272	GVSr 766022
13C	SP 605222	GVSr 132099	19B	SP 697276	GVSr 766012
13D	SP 605237	GVSr 132121	19B	SP 697304	GVSr 766030
13C	SP 605239	GVSr 132117	19B	SP 697305	GVSr 766108
13C	SP 605259	GVSr 132114	19B	SP 697318	GVSr 766086
13C	SP 605275	GVSr 132092	19B	SP 697324	GVSr 766015
13D	SP 605276	GVSr 132120	19B	SP 697325	GVSr 766205
13D	SP 605289	GVSr 132124	19B	SP 697351	GVSr 766135
13C	SP 605305	GVSr 134068	19B	SP 697358	GVSr 766131
13C	SP 605307	GVSr 134070	19B	SP 697375	GVSr 766016
13C	SP 605309	GVSr 134069	19B	SP 697384	GVSr 766044
13C	SP 605330	GVSr 134072	19B	SP 697398	GVSr 766045
13C	SP 605362	GVSr 134078	19B	SP 697409	GVSr 766049
13C	SP 605365	GVSr 134091	19B	SP 697411	GVSr 766127
13C	SP 605400	GVSr 134071	19B	SP 697458	GVSr 766215
13D	SP 605405	GVSr 134081	19B	SP 697461	GVSr 766201
13D	SP 605406	GVSr 134065	19D	SP 697479	GVSr 766260
13C	SP 605407	GVSr 134076	19B	SSW 023265	GVSr 766087
13C	SP 605422	GVSr 134079	19B	SSW 023274	GVSr 766070
13D	SP 605436	GVSr 134082	19B	SSW 023278	GVSr 766075
13D	SP 605437	GVSr 134086	19B	SSW 023281	GVSr 766082
13C	SP 605452	GVSr 134073	19B	SSW 023290	GVSr 766083
13D	SP 605485	GVSr 134089	19B	SSW 023309	GVSr 766110
13D	SP 605494	GVSr 134084	19B	SSW 023320	GVSr 766148
15B	SP 664229	VCY 144079	19B	SSW 023327	GVSr 766146

SCHEDULE 1

LEASE SCHD	OLD CAR NUMBER	NEW CAR NUMBER	LEASE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
19B	SSW 023340	GVSR 766084	21C	SSW 070654	CRLE 512095
19B	SSW 023359	GVSR 766095	21C	SSW 070665	CRLE 512069
19B	SSW 023374	GVSR 766142	21C	SSW 070666	CRLE 512089
19B	SSW 023377	GVSR 766172	21C	SSW 070667	CRLE 512091
19B	SSW 023409	GVSR 766263	21C	SSW 070668	CRLE 512067
19D	SSW 023411	GVSR 766212	21C	SSW 070673	CRLE 512071
19B	SSW 023417	GVSR 766211	21C	SSW 070686	CRLE 512053
19D	SSW 023427	GVSR 766213	21C	SSW 070743	CRLE 518121
19B	SSW 023432	GVSR 766217	21C	SSW 070744	CRLE 518073
19B	SSW 023453	GVSR 768109	21C	SSW 070750	CRLE 518081
19B	SSW 023458	GVSR 768127	21C	SSW 070765	CRLE 518093
19B	SSW 023472	GVSR 768108	21C	SSW 070777	CRLE 518075
19B	SSW 023585	GVSR 768063	21C	SSW 071513	CRLE 518087
19B	SSW 023600	GVSR 768069	21C	SSW 071516	CRLE 518095
19B	SSW 023678	GVSR 768070	21C	SSW 071517	CRLE 518069
18A	SSW 060847	VCY 763503	21C	SSW 071518	CRLE 518115
18A	SSW 066071	VCY 767503	21C	SSW 071532	CRLE 518103
18A	SSW 066183	VCY 767523	21C	SSW 071534	CRLE 518085
18A	SSW 066207	VCY 767519	21C	SSW 071537	CRLE 518091
18A	SSW 066222	VCY 767530	21C	SSW 071552	CRLE 518079
18A	SSW 066266	VCY 767742	21C	SSW 071565	CRLE 518097
18A	SSW 066274	VCY 767547	21C	SSW 071592	CRLE 518113
18A	SSW 066304	VCY 767529	21C	SSW 071593	CRLE 518109
18A	SSW 066317	VCY 767506	21C	SSW 071594	CRLE 518089
18A	SSW 066506	VCY 767549	21C	SSW 071597	CRLE 518107
17A	SSW 066530	GVSR 769017	21C	SSW 071616	CRLE 518111
17A	SSW 066541	GVSR 769007	21C	SSW 071647	CRLE 518077
17A	SSW 066547	GVSR 769011	21C	SSW 071650	CRLE 518083
17A	SSW 066621	GVSR 769018	21C	SSW 071652	CRLE 518105
17A	SSW 066648	GVSR 769001	21C	SSW 071657	CRLE 518117
17A	SSW 066653	GVSR 769025	21C	SSW 071662	CRLE 518099
17A	SSW 066717	GVSR 769012	21C	SSW 073673	CRLE 527063
17A	SSW 066721	GVSR 769015	26B	SSW 073997	CRLE 527517
17A	SSW 066733	GVSR 769014	21C	SSW 074502	CRLE 530136
17A	SSW 066749	GVSR 769029	21C	SSW 074606	CRLE 530128
17A	SSW 066921	GVSR 769028	21C	SSW 074650	CRLE 530129
17A	SSW 067055	GVSR 769013	21C	SSW 074664	CRLE 530164
17A	SSW 067111	GVSR 769024	21C	SSW 074677	CRLE 530144
17A	SSW 067173	GVSR 769039	21C	SSW 074678	CRLE 530132
17A	SSW 067457	GVSR 774030	21C	SSW 074710	CRLE 530149
17A	SSW 067461	GVSR 774058	21C	SSW 074722	CRLE 530115
17A	SSW 067550	GVSR 774013	21C	SSW 074739	CRLE 530119
17A	SSW 067559	GVSR 774005	21C	SSW 074835	CRLE 530141
17A	SSW 067608	GVSR 774018	21C	SSW 074836	CRLE 530120
17A	SSW 067695	GVSR 774042	21C	SSW 074841	CRLE 530139
17A	SSW 067698	GVSR 774046	21C	SSW 074844	CRLE 530152
17A	SSW 067700	GVSR 774011	21C	SSW 074847	CRLE 530122
17A	SSW 067707	GVSR 774016	21C	SSW 074880	CRLE 530147
17A	SSW 067717	GVSR 774029	21C	SSW 074881	CRLE 530142
21C	SSW 070641	CRLE 512065	21C	SSW 074883	CRLE 530126
21C	SSW 070648	CRLE 512073	21C	SSW 074887	CRLE 530158

SCHEDULE 1

LEASE SCHD	OLD CAR NUMBER	NEW CAR NUMBER	LEASE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
21C	SSW 074925	CRLE 530140	22C	SSW 079742	GVSR 508071
21C	SSW 074933	CRLE 530135	22C	SSW 079746	GVSR 508073
21C	SSW 074939	CRLE 530118	22C	SSW 079750	GVSR 508069
21C	SSW 074973	CRLE 530130	22C	SSW 079751	GVSR 508078
21C	SSW 074975	CRLE 530150	22A	SSW 079752	GVSR 508033
21C	SSW 074980	CRLE 530154	22A	SSW 079759	GVSR 508048
21C	SSW 074986	CRLE 530125	22C	SSW 079760	GVSR 508068
21C	SSW 074987	CRLE 530172	22C	SSW 079761	GVSR 508074
21C	SSW 074993	CRLE 530148	22C	SSW 079773	GVSR 508050
08B	SSW 076265	GVSR 525059	22A	SSW 079775	GVSR 513035
26B	SSW 076942	CRLE 526537	22C	SSW 079776	GVSR 513052
21C	SSW 077214	CRLE 524135	22A	SSW 079781	GVSR 513031
21C	SSW 077219	CRLE 524139	22A	SSW 079784	GVSR 513034
21C	SSW 077230	CRLE 524133	22C	SSW 079786	GVSR 513049
08B	SSW 077278	GVSR 524127	22C	SSW 079788	GVSR 513037
21C	SSW 077370	CRLE 524143	22C	SSW 079794	GVSR 513029
21C	SSW 077409	CRLE 524149	22C	SSW 079796	GVSR 513058
21C	SSW 077462	CRLE 524137	22C	SSW 079799	GVSR 513057
21C	SSW 077527	CRLE 524141	21C	SSW 079859	CRLE 518071
21C	SSW 077554	CRLE 524145			
21C	SSW 077611	CRLE 524131			
26B	SSW 077651	CRLE 524513	TOTAL CARS:		376
26B	SSW 077654	CRLE 524525			
26B	SSW 077655	CRLE 524507			
26B	SSW 077656	CRLE 524521			
26B	SSW 077660	CRLE 524511			
26B	SSW 077668	CRLE 524503			
26B	SSW 077672	CRLE 524509			
26B	SSW 077679	CRLE 524523			
26B	SSW 077681	CRLE 524501			
26B	SSW 077682	CRLE 524515			
26B	SSW 077693	CRLE 524505			
21C	SSW 077981	CRLE 521023			
22C	SSW 079701	GVSR 508023			
22C	SSW 079702	GVSR 508067			
22C	SSW 079706	GVSR 508057			
22A	SSW 079708	GVSR 508043			
22A	SSW 079709	GVSR 508040			
22C	SSW 079713	GVSR 508060			
22A	SSW 079715	GVSR 508054			
22A	SSW 079717	GVSR 508039			
22C	SSW 079718	GVSR 508049			
22C	SSW 079719	GVSR 508058			
22C	SSW 079723	GVSR 508075			
22C	SSW 079725	GVSR 508070			
22A	SSW 079732	GVSR 508059			
22C	SSW 079733	GVSR 508063			
22C	SSW 079734	GVSR 508061			
22C	SSW 079736	GVSR 508079			
22C	SSW 079737	GVSR 508053			
22C	SSW 079739	GVSR 508055			