

#15
New Number

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N W

WASHINGTON, D.C.

20006-2973

(202) 393-2266

OF COUNSEL
URBAN A LESTER

CABLE ADDRESS
ALVORD

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ELIAS C ALVORD (1942)
ELLSWORTH C ALVORD (1964)

ROBERT W ALVORD*
CHARLES T KAPPLER
JOHN H DOYLE*
RICHARD N BAGENSTOS
JAMES C MARTIN, JR *

* ALSO ADMITTED IN NEW YORK
* ALSO ADMITTED IN MARYLAND

16872
RECORDATION NO FILED 1425

MAY 18 1990 -3 05 PM

May 18, 1990

INTERSTATE COMMERCE COMMISSION

0-138A043

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two fully executed original copies of a Collateral Assignment of Equipment Lease and Rolling Stock Security Agreement dated as of May 17, 1990, a primary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

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

Company: Wheeling & Lake Erie Railway Company
100 East First Street
Brewster, Ohio 44613

Secured Party: Bank of America National Trust
and Savings Association
1850 Gateway Boulevard
Concord, California 94520

A description of the railroad equipment covered by the enclosed document is:

All railroad rolling stock now, or subsequently, owned or leased by Wheeling and Lake Erie Railway Company, including the railroad equipment set forth in Schedule I attached hereto and made a part hereof.

MAY 18 2 57 PM '90
RECEIVED

Charles T. Kappler

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
May 18, 1990
Page Two

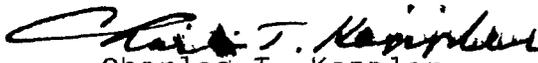
Also enclosed is a check in the amount of \$15 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

A stamped copy of the enclosed document should be returned to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

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

Collateral Assignment of Equipment Lease and Rolling Stock Security Agreement dated as of May 17, 1990 between Wheeling & Lake Erie Railway Company and Bank of America National Trust Savings Association, Secured Party, covering now, or subsequently, owned and leased railroad rolling stock.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>			
EMD Model GP-35 Locomotives	43	SOU 2645	SOU 2671	SOU 2701	
		SOU 2650	SOU 2672	SOU 2703	
		SOU 2651	SOU 2673	CG 2705	
		SOU 2652	SOU 2676	CG 2706	
		SOU 2653	SOU 2679	CG 2707	
		SOU 2654	SOU 2680	CG 2708	
		SOU 2655	SOU 2682	CG 2709	
		SOU 2656	SOU 2683	CG 2710	
		SOU 2657	SOU 2684	CG 2711	
		SOU 2659	SOU 2686	CG 2712	
		SOU 2664	SOU 2687	CG 2713	
			SOU 2695	CG 2714	
			SOU 2699	CG 2715	
			SOU 2660		
			SOU 2661		
			SOU 2662		
			SOU 2675		
	SOU 2691				
EMD Model SD-45 Locomotives	5	NW 1765			
		NW 1766			
		NW 1767			
		NW 1768			
		NW 1769			
Locomotive Slugs, Model RP-E6	2	NW 9950			
		NW 9951			
Unrehabilitated EMD Model SD-45 Locomotives	3	NW 1770			
		NW 1784			
		NW 1800			
EMD GP-35 Locomotive Hulk	1	SOU 2702			
EMD SD-45 Locomotive Hulk	1	SOU 3161			
50ft. DF Box Cars	29	NW 160427	NW 161223	NW 16425	
		NW 160470	NW 161228	NW 16442	
		NW 160687	NW 161279	NW 16442	
		NW 160800	NW 161291	NW 16442	
		NW 161106	NW 161326	NW 16448	
		NW 161193	NW 161601	NW 16452	
		NW 161220	NW 161769	NW 16453	
			NW 164190	NW 16130	
			NW 164466	NW 16140	
			NW 160934	NW 16191	
	NW 164128	NW 16411			

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>		
Cabooses	10	NW 518514	NW 518687	NW 557569
		NW 518647	NW 581693	NW 557571
		NW 518663	NW 557528	NW 557587
		NW 518670		
Covered Hopper Cars	122	NW 172000	NW 172167	NW 172434
		NW 172002	NW 172169	NW 172454
		NW 172006	NW 172172	NW 172464
		NW 172014	NW 172173	NW 172468
		NW 172015	NW 172183	NW 172472
		NW 172018	NW 172197	NW 172474
		NW 172039	NW 172203	NW 172482
		NW 172049	NW 172211	NW 172496
		NW 172052	NW 172213	NW 172501
		NW 172053	NW 172236	NW 172510
		NW 172057	NW 172245	NW 172511
		NW 172060	NW 172249	NW 172519
		NW 172061	NW 172253	NW 172522
		NW 172066	NW 172257	NW 172538
		NW 172070	NW 172264	NW 172557
		NW 172075	NW 172269	NW 172565
		NW 172077	NW 172280	NW 172572
		NW 172080	NW 172285	
		NW 172081	NW 172294	NW 172594
		NW 172091	NW 172295	NW 172599
		NW 172094	NW 172301	NW 172600
		NW 172099	NW 172302	NW 172641
		NW 172108	NW 172303	NW 172661
		NW 172120	NW 172314	NW 172663
		NW 172121	NW 172324	NW 172679
		NW 172122	NW 172326	NW 172700
		NW 172126	NW 172335	NW 172713
		NW 172127	NW 172337	NW 172716
		NW 172129	NW 172356	NW 172766
		NW 172130	NW 172367	NW 172767
		NW 172131	NW 172368	NW 172774
		NW 172132	NW 172373	NW 172775
		NW 172134	NW 172375	NW 172780
		NW 172137	NW 172376	NW 172781
		NW 172142	NW 172380	NW 172783
		NW 172144	NW 172386	NW 172784
		NW 172145		NW 172787
		NW 172154	NW 172402	NW 172791
		NW 172156	NW 172414	
		NW 172161	NW 172422	
		NW 172163	NW 172425	
				NW 172348
		NW 172587		
		NW 172028		
		NW 172090		

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>		
70-Ton Gondola Cars	365	SOU 291006	SOU 291215	SOU 314110
		SOU 291016	SOU 291217	SOU 314112
		SOU 291019	SOU 291222	SOU 314114
		SOU 291021	SOU 291231	SOU 314117
		SOU 291022	SOU 291244	SOU 314119
		SOU 291025		SOU 314121
		SOU 291038	SOU 291247	SOU 314122
		SOU 291040	SOU 291248	SOU 314123
		SOU 291043		SOU 314128
		SOU 291044	SOU 291257	SOU 314129
		SOU 291056	SOU 291258	SOU 314130
		SOU 291059	SOU 291263	SOU 314133
		SOU 291060	SOU 291264	SOU 314134
		SOU 291074	SOU 291265	SOU 314135
		SOU 291075	SOU 291266	SOU 314136
		SOU 291079	SOU 291279	SOU 314139
		SOU 291081	SOU 291295	SOU 314141
		SOU 291082	SOU 314009	SOU 314142
		SOU 291083	SOU 314010	SOU 314143
		SOU 291086	SOU 314011	SOU 314146
		SOU 291087	SOU 314012	SOU 314147
		SOU 291090	SOU 314016	SOU 314152
		SOU 291098	SOU 314017	SOU 314153
		SOU 291100	SOU 314021	SOU 314155
		SOU 291104	SOU 314023	SOU 314161
		SOU 291107		SOU 314164
		SOU 291111		SOU 314169
		SOU 291116	SOU 314035	SOU 314170
		SOU 291117	SOU 314036	SOU 314172
		SOU 291122	SOU 314037	SOU 314173
		SOU 291123	SOU 314039	SOU 314176
		SOU 291125	SOU 314048	SOU 314178
			SOU 314050	SOU 314180
		SOU 291134	SOU 314051	SOU 314182
		SOU 291139	SOU 314052	SOU 314186
		SOU 291141	SOU 314059	SOU 314188
		SOU 291144		SOU 314196
			SOU 314063	SOU 314202
		SOU 291155		SOU 314208
		SOU 291156	SOU 314071	SOU 314211
		SOU 291158	SOU 314072	SOU 314215
		SOU 291159	SOU 314075	SOU 314219
		SOU 291164	SOU 314081	SOU 314223
		SOU 291165	SOU 314082	SOU 314226
		SOU 291172	SOU 314083	SOU 314227
		SOU 291174		SOU 314229
		SOU 291178	SOU 314087	SOU 314230
		SOU 291185	SOU 314091	SOU 314231
		SOU 291189	SOU 314094	SOU 314233
		SOU 291199		SOU 314234
		SOU 291204	SOU 314107	SOU 314245
		SOU 291211	SOU 314108	SOU 314249
			SOU 328205	SOU 328473

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>		
70-Ton Gondola Cars (Cont'd.)		SOU 314251	SOU 328262	SOU 60058
		SOU 314254	SOU 328263	SOU 60079
		SOU 314257	SOU 328266	SOU 60084
		SOU 314258	SOU 328267	SOU 60091
		SOU 314262	SOU 328280	SOU 60103
		SOU 314267	SOU 328295	SOU 60107
		SOU 314279	SOU 328304	SOU 60136
		SOU 314281		SOU 60141
		SOU 314286	SOU 328321	SOU 60176
		SOU 314287	SOU 328329	SOU 60177
		SOU 314288	SOU 328345	SOU 60182
		SOU 314289	SOU 328367	SOU 60200
		SOU 314294	SOU 328384	SOU 60202
		SOU 314296	SOU 328385	SOU 60222
		SOU 314297	SOU 328391	SOU 60234
		SOU 314299	SOU 328398	
		SOU 328010	SOU 328411	SOU 60279
		SOU 328017	SOU 328419	SOU 60280
		SOU 328019	SOU 328429	SOU 60312
		SOU 328022	SOU 328434	SOU 60324
		SOU 328024	SOU 328435	
		SOU 328025	SOU 328447	
			SOU 328451	SOU 60362
		SOU 328042	SOU 328462	SOU 60381
			SOU 328478	SOU 60392
		SOU 328053	SOU 328481	SOU 60403
		SOU 328071	SOU 328488	SOU 60409
		SOU 328073	SOU 328511	SOU 60439
		SOU 328074	SOU 328515	SOU 60478
		SOU 328083	SOU 328529	SOU 60493
		SOU 328084	SOU 328536	SOU 60503
		SOU 328087	SOU 328537	SOU 60510
		SOU 328091	SOU 328540	SOU 60535
		SOU 328112	SOU 328545	SOU 60550
		SOU 328113	SOU 328548	SOU 60580
		SOU 328126	SOU 328551	SOU 60587
		SOU 328127	SOU 328555	SOU 60589
		SOU 328132	SOU 328565	SOU 60605
		SOU 328134	SOU 328567	SOU 60615
		SOU 328138	SOU 328574	
		SOU 328150	SOU 328577	SOU 60635
		SOU 328151	SOU 328583	SOU 60645
		SOU 328158	SOU 328588	SOU 60661
		SOU 328165	SOU 328592	SOU 60676
		SOU 328167	SOU 328594	
		SOU 328169	SOU 60009	SOU 60718
		SOU 328194	SOU 60013	
		SOU 328201	SOU 60016	SOU 60745
		SOU 328203	SOU 60022	SOU 60747
		SOU 328215	SOU 60029	SOU 60754
		SOU 328255	SOU 60035	SOU 60764
			SOU 60047	SOU 60769

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>	
70-Ton Gondola Cars (Cont'd.)		SOU 60778	SOU 61258
		SOU 60779	SOU 61269
		SOU 60784	SOU 61272
		SOU 60793	SOU 61280
			SOU 61297
		SOU 60812	SOU 61308
		SOU 60816	SOU 61313
		SOU 60825	SOU 61338
		SOU 60829	SOU 61345
		SOU 60832	SOU 61350
		SOU 60834	SOU 61352
		SOU 60845	
		SOU 60854	SOU 61362
		SOU 60855	SOU 61370
		SOU 60869	SOU 61380
		SOU 60884	
		SOU 60887	SOU 61393
		SOU 60891	SOU 61405
		SOU 60907	SOU 61409
		SOU 60913	SOU 61418
		SOU 60917	SOU 61419
		SOU 60918	
		SOU 60931	
			SOU 61441
		SOU 61028	SOU 61462
		SOU 61034	SOU 61464
			SOU 61486
		SOU 61052	SOU 61494
		SOU 61061	
		SOU 61062	

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>		
70-Ton Open Top Hopper Cars	800	NKP 034352	NW 027343	NW 027774
		NKP 034404	NW 027351	NW 027780
		NKP 034412	NW 027352	NW 027781
		NW 027010	NW 027355	NW 027782
		NW 027019	NW 027369	NW 027785
		NW 027024	NW 027370	NW 027794
		NW 027026	NW 026371	NW 027804
		NW 027042	NW 027375	NW 027807
		NW 027049	NW 027381	NW 027809
		NW 027083	NW 027393	NW 027821
		NW 027085	NW 027395	NW 027828
		NW 027096	NW 027404	NW 027834
		NW 027101	NW 027406	NW 027835
		NW 027121	NW 027407	NW 027837
		NW 027125	NW 027412	NW 027846
		NW 027127	NW 027422	NW 027863
		NW 027131	NW 027425	NW 027877
		NW 027136	NW 027465	NW 027882
		NW 027138	NW 027466	NW 027883
		NW 027146	NW 027493	NW 027889
		NW 027148	NW 027512	NW 027908
		NW 027153	NW 027513	NW 027909
		NW 027157	NW 027519	NW 027919
		NW 027159	NW 027529	NW 027937
		NW 027167	NW 027537	NW 027939
		NW 027168	NW 027544	NW 027948
		NW 027172	NW 027550	
		NW 027173	NW 027551	NW 027953
		NW 027188	NW 027565	NW 027976
		NW 027192	NW 027567	NW 027977
		NW 027199	NW 027585	NW 034109
		NW 027205	NW 027599	NW 034167
		NW 027208	NW 027602	NW 034244
		NW 027213	NW 027616	NW 034370
		NW 027217	NW 027620	NW 034401
		NW 027221	NW 027640	NW 034553
		NW 027226	NW 027652	NW 034626
		NW 027229	NW 027660	NW 034654
		NW 027237	NW 027662	NW 035101
		NW 027245	NW 027670	NW 035156
		NW 027247	NW 027680	NW 035159
		NW 027252	NW 027681	NW 035190
		NW 027270	NW 027688	NW 035209
		NW 027274	NW 027693	NW 035226
		NW 027280	NW 027707	NW 035227
		NW 027289	NW 027713	NW 035284
		NW 027295	NW 027717	NW 035315
		NW 027297	NW 027726	NW 035329
		NW 027308	NW 027736	NW 035332
		NW 027328	NW 027754	NW 035419
		NW 027338	NW 027759	NW 035424
		NW 027341	NW 027763	NW 035436

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>	
70-Ton Open Top Hopper Cars (Cont'd.)		NW 037107	NW 039133
	NW 035478	NW 037118	NW 039153
	NW 035479	NW 037222	NW 039180
		NW 037248	NW 039184
	NW 035540	NW 037383	NW 039194
	NW 035542	NW 037420	
	NW 035545	NW 037428	NW 039222
	NW 035548		NW 039223
	NW 035563	NW 037464	NW 039235
	NW 035574	NW 037466	NW 039239
	NW 035621	NW 037485	NW 039249
	NW 035624	NW 037537	NW 039255
	NW 035625	NW 037591	NW 039257
	NW 035628	NW 037657	NW 039262
	NW 035636	NW 037730	NW 039268
	NW 035645	NW 037747	NW 039273
	NW 035657	NW 037791	
	NW 035706	NW 037795	NW 039281
	NW 035780	NW 037987	NW 039284
		NW 038081	NW 039285
	NW 035866	NW 038125	NW 039301
	NW 035878	NW 038129	NW 039302
	NW 036034	NW 038184	NW 039305
	NW 036039	NW 038209	NW 039322
	NW 036057	NW 038250	NW 039334
	NW 036121	NW 038303	NW 039338
	NW 036158	NW 038310	NW 039354
	NW 036228	NW 038379	NW 039374
	NW 036229	NW 038394	NW 039376
	NW 036239	NW 038403	NW 039378
	NW 036269	NW 038455	NW 039383
	NW 036275	NW 038518	NW 039385
	NW 036296	NW 038535	NW 039401
	NW 036301	NW 038541	NW 039411
	NW 036328	NW 038601	NW 039435
	NW 036467	NW 038640	NW 039437
	NW 036495	NW 038655	NW 039438
	NW 036535	NW 038669	NW 039450
	NW 036587	NW 038690	NW 039451
	NW 036606	NW 038702	NW 039459
	NW 036618	NW 038713	NW 039461
	NW 036623	NW 038733	NW 039485
	NW 036648	NW 038797	NW 039491
	NW 036649	NW 038811	NW 039498
	NW 036653	NW 038831	NW 039508
	NW 036851	NW 038837	NW 039511
	NW 036962	NW 038846	NW 039512
	NW 036973	NW 038982	NW 039519
	NW 036979	NW 038990	NW 039525
	NW 037034	NW 039018	NW 039531
	NW 037089	NW 039081	NW 039568
	NW 037090		NW 039571
		NW 039116	

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>	
70-Ton Open-Top Hopper Cars (Cont'd.)			
		NW 039891	NW 040273
		NW 039593	NW 040280
		NW 039894	NW 040282
		NW 039605	NW 040289
		NW 039895	NW 040292
		NW 039611	NW 040302
		NW 039899	NW 040304
		NW 039620	NW 040311
		NW 039904	NW 040313
		NW 039625	NW 040323
		NW 039910	NW 040327
		NW 039632	NW 040333
		NW 039918	NW 040338
		NW 039640	NW 040340
		NW 039921	NW 040348
		NW 039643	NW 040357
		NW 039925	NW 040369
			NW 040377
		NW 039663	NW 040387
		NW 039945	NW 040401
		NW 039665	NW 040402
		NW 039955	NW 040407
		NW 039684	NW 040410
		NW 039963	NW 040411
		NW 039691	NW 040413
		NW 039976	NW 04041
		NW 039700	NW 040433
		NW 039978	NW 040438
		NW 039705	NW 040441
		NW 039990	NW 040445
		NW 039707	NW 040447
		NW 039994	NW 040450
		NW 039712	NW 040458
		NW 039995	NW 040463
		NW 039720	NW 040471
		NW 040022	NW 040472
		NW 039724	NW 040473
		NW 040023	NW 040504
		NW 039726	NW 040507
		NW 040042	NW 040513
		NW 039732	NW 040514
		NW 040045	NW 040519
		NW 039735	NW 040529
		NW 040048	NW 040542
		NW 039737	NW 040551
		NW 040071	NW 040554
		NW 039739	NW 040564
		NW 040072	NW 040565
		NW 039745	NW 040566
		NW 040077	NW 040569
		NW 039752	NW 040574
		NW 040082	NW 040577
		NW 039759	
		NW 040091	
		NW 039764	
		NW 040101	
		NW 039765	
		NW 040105	
		NW 039777	
		NW 040106	
		NW 040123	
		NW 039779	
		NW 040133	
		NW 039783	
		NW 040139	
		NW 039792	
		NW 040143	
		NW 039793	
		NW 040150	
		NW 039800	
		NW 040152	
		NW 039805	
		NW 040159	
		NW 039818	
		NW 040164	
		NW 039823	
		NW 040166	
		NW 039824	
		NW 040170	
		NW 039826	
		NW 040181	
		NW 039833	
		NW 040184	
		NW 039839	
		NW 040185	
		NW 039847	
		NW 040197	
		NW 039861	
		NW 040220	
		NW 039862	
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		NW 039863	
		NW 040240	
		NW 039872	
		NW 040246	
		NW 039875	
		NW 040260	
		NW 039890	
		NW 040265	

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>		
70-Ton Open Top Hopper Cars (Cont'd.)		NW 040581	NW 040917	NW 041439
		NW 040584	NW 040920	NW 041447
		NW 040589	NW 040947	NW 041453
		NW 040592	NW 040952	NW 041462
		NW 040594	NW 040954	NW 041474
		NW 040596	NW 040958	NW 041478
		NW 040601	NW 040960	NW 041488
		NW 040602	NW 040965	NW 041492
		NW 040604	NW 040981	NW 041494
		NW 040605	NW 040999	NW 041502
		NW 040613	NW 041000	NW 041511
		NW 040616	NW 041009	NW 041514
		NW 040618	NW 041010	NW 041518
		NW 040620	NW 041016	NW 041535
		NW 040633	NW 041024	NW 041541
		NW 040638	NW 041055	NW 041550
		NW 040651	NW 041084	NW 041554
		NW 040672	NW 041104	NW 041556
		NW 040685	NW 041106	NW 041560
		NW 040691	NW 041109	NW 041564
		NW 040711	NW 041122	NW 041568
		NW 040713	NW 041156	NW 041579
		NW 040717	NW 041163	NW 041583
		NW 040726	NW 041164	NW 041586
		NW 040727	NW 041166	NW 041602
		NW 040730	NW 041177	NW 041611
		NW 040741	NW 041198	NW 041612
		NW 040744	NW 041200	NW 041641
		NW 040757	NW 041208	NW 041645
		NW 040763	NW 041217	NW 041646
		NW 040764	NW 041219	NW 041661
		NW 040779	NW 041226	NW 041665
		NW 040782	NW 041242	NW 041668
		NW 040787	NW 041251	NW 041680
		NW 040797	NW 041270	NW 041686
		NW 040800	NW 041278	NW 041691
		NW 040809	NW 041279	NW 041696
		NW 040834	NW 041284	NW 041703
		NW 040838	NW 041293	NW 041728
		NW 040839	NW 041295	NW 041741
		NW 040841	NW 041308	NW 041743
		NW 040848	NW 041316	NW 041744
		NW 040854	NW 041337	NW 041745
	NW 040858	NW 041349	NW 041753	
	NW 040859	NW 041361	NW 041758	
	NW 040864	NW 041362	NW 041760	
	NW 040869	NW 041406	NW 041782	
	NW 040872	NW 041407	NW 041784	
	NW 040877	NW 041414	NW 041789	
	NW 040885	NW 041419	NW 041793	
	NW 040886	NW 041424	NW 041794	
	NW 040900	NW 041429	NW 041831	

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>		
70-Ton Open Top Hopper Cars (Cont'd.)		NW 041834	NW 076846	NW 104480
		NW 041835	NW 076853	NW 104481
		NW 041847	NW 076873	NW 104489
		NW 041851	NW 076887	NW 104498
		NW 041852	NW 076912	NW 104519
		NW 041867	NW 076917	NW 104541
		NW 041890	NW 076930	NW 104583
		NW 041902	NW 084005	NW 104708
		NW 041909	NW 084023	NW 104756
		NW 041917	NW 084085	NW 104802
		NW 041921	NW 084100	NW 104831
		NW 041927	NW 084113	NW 104877
		NW 041936	NW 084161	NW 104960
		NW 041942	NW 084169	NW 105009
		NW 041945	NW 084182	NW 105014
		NW 041957	NW 084194	NW 105128
		NW 041963	NW 084199	NW 105440
		NW 041964	NW 084215	NW 107793
		NW 041967	NW 084250	NW 107856
		NW 041978	NW 084251	NW 107901
		NW 041985	NW 084284	NW 107943
		NW 041995	NW 084288	SOU 071959
			NW 084304	SOU 072050
		NW 076532	NW 084313	SOU 072163
		NW 076544	NW 084332	SOU 072185
		NW 076545	NW 101156	SOU 072263
		NW 076580	NW 101224	SOU 072312
		NW 076590	NW 101235	SOU 072356
		NW 076592	NW 101427	SOU 072449
		NW 076598	NW 101582	SOU 072600
		NW 076602	NW 101734	SOU 072759
		NW 076613	NW 101829	SOU 072827
		NW 076615	NW 101865	SOU 073057
		NW 076633	NW 101930	SOU 073070
		NW 076646	NW 101958	SOU 073075
		NW 076648	NW 101997	SOU 073203
		NW 076653	NW 102111	SOU 073284
		NW 076666	NW 102184	SOU 073311
		NW 076689	NW 102266	SOU 073360
		NW 076690	NW 102444	SOU 073402
		NW 076700	NW 102479	SOU 073423
		NW 076703	NW 102487	SOU 073597
		NW 076715	NW 104430	SOU 073612
		NW 076724	NW 104433	SOU 073798
		NW 076729	NW 104439	SOU 073821
		NW 076732	NW 104444	SOU 073844
		NW 076748	NW 104449	SOU 073853
		NW 076796	NW 104458	SOU 073855
		NW 076813	NW 104459	SOU 073867
		NW 076817	NW 104468	SOU 073895
		NW 076828	NW 104473	SOU 073914
		NW 076844	NW 104478	SOU 074550

Interstate Commerce Commission
Washington, D.C. 20423

5/18/90

OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St N.W.
Washington, D.C. 20006

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 5/18/90 at 3:05pm, and assigned recordation number(s). 16872

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

COLLATERAL ASSIGNMENT OF EQUIPMENT LEASE
AND ROLLING STOCK SECURITY AGREEMENT

RECORDATION NO. 16872 FILED 1990
MAY 18 1990 - 3 05 PM
INTERSTATE COMMERCE COMMISSION

THIS COLLATERAL ASSIGNMENT OF EQUIPMENT LEASE AND ROLLING STOCK SECURITY AGREEMENT, dated as of May 17, 1990, made by Wheeling & Lake Erie Railway Company, a Delaware corporation (the "Company"), in favor of Bank of America National Trust and Savings Association, as Agent (in such capacity, the "Agent") for the banks (the "Banks") parties to the Credit Agreement, dated as of May 17, 1990 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Company, Wheeling Corporation, Wheeling Land & Development Corporation, the Banks and the Agent.

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, the Banks have severally agreed to make loans to the Company upon the terms and subject to the conditions set forth therein, to be evidenced by the Notes issued by the Company thereunder and to issue letters of credit

WHEREAS, it is a condition precedent to the obligation of the Banks to make their respective loans to the Company under the Credit Agreement that the Company shall have executed and delivered this Security Agreement to the Agent for the benefit of the Banks

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Banks to enter into the Credit Agreement and to induce the Banks to make their respective loans to the Company under the Credit Agreement, the Company hereby agrees with the Agent, for the benefit of the Banks, as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Credit Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Equipment" means all machinery, equipment and furniture, now owned or hereafter acquired by the Company or in which the Company now has or hereafter may acquire any

right, title or interest and any and all additions, substitutions and replacements thereof, wherever located, together with all attachments, components, parts, equipment and accessories installed therein or affixed thereto, including, but not limited to, all equipment as defined in Section 9-109(2) of the UCC.

"Equipment Contract" means the Equipment Lease Agreement dated as of May 17, 1990 between the Company and Norfolk Southern Corporation, as agent for Norfolk & Western Railway Company, Southern Railway Company, and NW Equipment Corporation, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of the Company to damages arising out of, or for, breach or default in respect thereof, (b) all rights of the Company to perform and to exercise all remedies thereunder and (c) all rights of the Company with respect to Rolling Stock leased thereby.

"Instrument" has the meaning assigned in Section 3-102 of the UCC.

"Obligations" means the unpaid principal amount of, and interest on, the Notes and all other obligations and liabilities of the Company to the Agent or to the Banks, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, the Notes or this Security Agreement and any other document executed and delivered in connection therewith or herewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees and disbursements of counsel to the Agent or to the Banks that are required to be paid by the Company pursuant to the terms of the Credit Agreement) or otherwise.

"Rolling Stock" means all railroad cars, engines and maintenance vehicles (including, without implied limitation, all enclosed freight cars, tank cars, coal cars, flat-bed freight cars, hoppers, cabooses, locomotives, gondolas, and auto racks) now or subsequently owned or leased by the Company or in which the Company shall now have or subsequently acquire an interest and, in any event, shall include, without limitation, the items listed on Schedule I hereto and all parts and other appurtenances to any of the foregoing.

"Security Agreement" means this Collateral Assignment of Equipment Lease and Rolling Stock Security Agreement, as amended, supplemented or otherwise modified from time to time.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Company hereby grants to the Agent for the ratable benefit of the Banks a security interest in all of the following property now owned or at any time hereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (1) the Equipment Contract;
- (2) all Equipment;
- (3) all Rolling Stock; and
- (4) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

3. Rights of Agent and Banks; Limitations on Agent's and Banks' Obligations.

(a) Company Remains Liable under Equipment Contract. Anything herein to the contrary notwithstanding, the Company shall remain liable under each of the Equipment Contract to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions of the Equipment Contract. Neither the Agent nor any Bank shall have any obligation or liability under the Equipment Contract by reason of or arising out of this Security Agreement or the receipt by the Agent or any such Banks of any payment relating to the Equipment Contract pursuant hereto, nor shall the Agent or any Banks be obligated in any manner to perform any of the obligations of the Company under or pursuant to the Equipment Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under the Equipment Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Notice to Equipment Contract Lessor. Upon the request of the Agent at any time, the Company shall notify the lessor under the Equipment Contract that the Equipment Contract has been assigned to the Agent for the ratable benefit of the Banks. The Agent may in its own name or in the name of others communicate with parties to the Equipment Contract to verify with them to its satisfaction the existence, amount and terms of the Equipment Contract.

4. Covenants. The Company covenants and agrees with the Agent and the Banks that, from and after the date of this Security Agreement until the Obligations are paid in full and the Commitments are terminated:

(a) Further Documentation; Pledge of Instruments . At any time and from time to time, upon the written request of the Agent, and at the sole expense of the Company, the Company will promptly and duly execute and deliver such further instruments and documents and take such further action as the Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or any filings with the Interstate Commerce Commission with respect to such Liens. The Company also hereby authorizes the Agent to file any such financing or continuation statement without the signature of the Company to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, such Instrument shall be immediately delivered to the Agent, duly endorsed in a manner satisfactory to the Agent, to be held as Collateral pursuant to this Security Agreement.

(b) Indemnification. The Company agrees to pay, and to save the Agent and the Banks harmless from, any and all liabilities, costs and expenses (including, without limitation, legal fees and expenses) (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any Requirement of Law applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Security Agreement. In any suit, proceeding or action brought by the Agent or any Banks under the Equipment Contract for any sum owing thereunder, or to enforce any provisions of the Equipment Contract, the Company will save, indemnify and keep the Agent and such Bank harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction or liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by the Company of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from the Company.

(c) Maintenance of Records. The Company will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Equipment Contract. The Company will mark its books and records pertaining to the Collateral to evidence this Security Agreement and the security interests granted hereby. For the further security of the Agent and the Banks the Agent, for the ratable benefit of the Banks, shall have a security interest in all of the Company's books and records pertaining to the Collateral, and the Company shall turn over any such books and records to the Agent or to its representatives during normal business hours at the request of the Agent.

(d) Compliance with Laws, etc. The Company will comply in all material respects with all Requirements of Law applicable to the Collateral or any part thereof or to the operation of the Company's business; provided, however, that the Company may contest any Requirement of Law in any reasonable manner which shall not, in the sole opinion of the Agent, adversely affect the Agent's or the Banks' rights or the priority of their Liens on the Collateral.

(e) Compliance with Terms of Equipment Contract, etc. The Company will perform and comply in all material respects with all its obligations under the Equipment Contract and all its other Contractual Obligations relating to the Collateral.

(f) Payment of Obligations. The Company will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on the Company's books in accordance with GAAP.

(g) Limitation on Liens on Collateral. The Company will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Liens created hereby and other than as permitted pursuant to the Credit Agreement, and will defend the right, title and interest of the Agent and the Banks in and to any of the Collateral against the claims and demands of all Persons whomsoever.

(h) Limitations on Dispositions of Collateral. The Company will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as permitted in the Credit Agreement, the disposition in the ordinary course of business of items of Equipment and Rolling Stock which have become worn out or obsolete or no longer are necessary for the Company's operations.

(i) Limitations on Modifications, Waivers, Extensions of Equipment Contract. The Company will not (i) amend, modify, terminate or waive any provision of the Equipment Contract, (ii) fail to exercise promptly and diligently each and every material right which it may have under each Equipment Contract (other than any right of termination) or (iii) fail to deliver to the Agent a copy of each material demand, notice or document received by it relating in any way to the Equipment Contract.

(j) Maintenance of Equipment. The Company will maintain each item of Equipment in good operating condition, ordinary wear and tear and immaterial impairments of value and damage by the elements excepted, and will provide all maintenance, service and repairs necessary for such purpose.

(k) Maintenance of Insurance. The Company will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Equipment against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Agent and (ii) insuring the Company, the Agent and the Banks against liability for personal injury and property damage relating to such Equipment, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Agent and the Banks, with losses payable to the Company, the Agent and the Banks as their respective interests may appear. All such insurance shall (i) contain a breach of warranty clause in favor of the Agent and the Banks, (ii) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least [10] [30] days after receipt by the Agent and the Banks of written notice thereof, (iii) name the Agent and the Banks as insured parties and (iv) be reasonably satisfactory in all other respects to the Agent. The Company shall deliver to the Agent and the Banks a report of a reputable insurance broker with respect to such insurance during the month of May in each calendar year and such supplemental reports with respect thereto as the Agent may from time to time reasonably request.

(l) Further Identification of Collateral. The Company will furnish to the Agent and the Banks from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the

Collateral as the Agent may reasonably request, all in reasonable detail.

(m) Notices. The Company will advise the Agent and the Banks promptly, in reasonable detail, at their respective addresses set forth in the Credit Agreement, (i) of any Lien (other than Liens created hereby or permitted under the Credit Agreement) on, or claim asserted against, any of the Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

(n) Rolling Stock. The Company will maintain each item of Rolling Stock in good operating condition, ordinary wear and tear and immaterial impairments of value and damage by the elements excepted, and will provide all maintenance, service and repairs necessary for such purpose. With respect to any Rolling Stock acquired by the Company subsequent to the date hereof, within 30 days after the date of acquisition thereof, all filings with the Interstate Commerce Commission indicating the Agent's first priority Lien on the item of Rolling Stock covered by such certificate, and any other necessary documentation, shall be filed.

(o) Marking of Equipment and Rolling Stock. The Company will keep and maintain, or cause to be kept and maintained, at all times after May 17, 1990, plainly, distinctly, permanently and conspicuously marked on each item of Equipment and Rolling Stock in letters not less than seven-sixteenths of an inch in height:

"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT."

or other appropriate words designated by Agent with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the security interests of Agent in the Equipment, the Equipment Contract and its rights hereunder. The Company will not place any item of Equipment or Rolling Stock in operation or exercise any control or dominion over any item of Equipment or Rolling Stock after May 17, 1990 unless and until such markings have been made thereon and will replace promptly any such markings which may be removed, defaced or destroyed. The Company will cause the Equipment and Rolling Stock to be kept numbered with the respective serial, running and other identifying numbers set forth in Schedule I hereto. The Company will not (a) change or authorize to be changed such serial, running or other identifying numbers or (b) place any item of Equipment or Rolling Stock in service or otherwise exercise any control or dominion over any item of Equipment or Rolling Stock if the serial, running or other identifying number of such item of Equipment or Rolling Stock is not

contained in Schedule I hereto, unless and until an amendment to this Security Agreement shall have been filed and recorded by the Company with the Interstate Commerce Commission, and the Company shall have furnished to Agent a legal opinion to the effect that (i) such amendment has been so filed and recorded, (ii) such filing and recordation will protect Agent's security interest and chattel mortgage in the Equipment and the Equipment Contract and (iii) no other filing or recording with or to any other federal, state or local government or agency thereof is necessary to protect the security interest of Agent in the Equipment and the Equipment Contract in the United States. If the Company fails to take any action specified in the immediately preceding sentence, the Company hereby authorizes Agent to modify this Security Agreement by amending Schedule I hereto as applicable, to reflect such changes or additions to the serial, running or other identifying numbers contained therein and to record the same with the Interstate Commerce Commission.

(p) Assembly of Equipment. Upon the occurrence of an Event of Default (as defined in the Credit Agreement), Agent may designate some premises for the delivery of the Equipment and the Rolling Stock to Agent, which premises may include premises owned, leased or under the control of the Company, without any obligation to pay rent to the Company, and the Company shall, at its own expense, arrange for such Equipment and such Rolling Stock to be delivered to Agent at such premises. This agreement to deliver the Equipment and such Rolling Stock as hereinbefore provided is of the essence of the agreement between the parties, and, upon application to any court having jurisdiction in the premises, Agent shall be entitled to a decree against the Company requiring specific performance hereof. The Company further agrees to store such Equipment and such Rolling Stock, at the Company's expense, pending Agent's disposition thereof for a period not in excess of six months. The Company hereby expressly waives any and all claims against Agent or its agents for damages of whatever nature in connection with any lawful retaking of any item of Equipment or Rolling Stock pursuant to the terms hereof.

5. Agent's Appointment as Attorney-in-Fact.

(a) Powers. The Company hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Company and in the name of the Company or in its own name, from time to time in the Agent's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of

this Security Agreement, and, without limiting the generality of the foregoing, the Company hereby gives the Agent the power and right, on behalf of the Company, without notice to or assent by the Company, to do the following:

(1) at any time when any Event of Default shall have occurred and is continuing, in the name of the Company or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent for the purpose of collecting any and all such moneys due or with respect to such Collateral whenever payable;

(2) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(3) upon the occurrence and during the continuance of any Event of Default, (a) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Agent or as the Agent shall direct; (b) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (c) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (d) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (e) to defend any suit, action or proceeding brought against the Company with respect to any Collateral; (f) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as the Agent may deem appropriate; and (g) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Agent were the absolute owner thereof for all purposes, and to do, at the Agent's option and the Company's expense, at any time, or from time to time, all acts and things which the Agent deems necessary to protect, preserve or realize upon the Collateral and the

Liens of the Agent and the Banks thereon and to effect the intent of this Security Agreement, all as fully and effectively as the Company might do.

(4) at any time after the principal of the Notes has been declared immediately due and payable as provided in the Credit Agreement, to execute and deliver an assignment of the Equipment Contract to the Agent for the ratable benefit of the Banks, to an affiliate or nominee of Agent, for the ratable benefit of the Banks, or to a third party who pays consideration for such assignment to Agent for the ratable benefit of the Banks. Any such assignment shall be effective to transfer and convey all of the Company's right, title and interest in the Equipment Contract to the assignee thereunder, and in connection therewith Agent shall have a power of attorney to file such documents, make such applications and appearances, and take such other actions as are required to obtain any approval or ruling required under any Requirement of Law (including, without implied limitation, approvals or rulings by the Interstate Commerce Commission) that is necessary or prerequisite to any such assignment.

The Company hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. The Company also authorizes the Agent, at any time and from time to time, to execute, in connection with the sale provided for in Section 5(a) hereof, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on the Part of Agent or Banks. The powers conferred on the Agent and the Banks hereunder are solely to protect the interests of the Agents and the Banks in the Collateral and shall not impose any duty upon the Agent or any Bank to exercise any such powers. The Agent and the Banks shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to the Company for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

6. Performance by Agent of Company's Obligations. If the Company fails to perform or comply with any of its agreements contained herein and the Agent, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Agent incurred in connection with such performance or compliance, together with

interest thereon at the default interest rate provided in the Credit Agreement, shall be payable by the Company to the Agent on demand and shall constitute Obligations secured hereby.

7. Proceeds. It is agreed that if an Event of Default shall occur and be continuing (a) all Proceeds received by the Company consisting of cash, checks and other near-cash items shall be held by the Company in trust for the Agent and the Banks, segregated from other funds of the Company, and shall, forthwith upon receipt by the Company, be turned over to the Agent in the exact form received by the Company (duly indorsed by the Company to the Agent, if required), and (b) any and all such Proceeds received by the Agent (whether from the Company or otherwise) may, in the sole discretion of the Agent, be held by the Agent for the ratable benefit of the Banks as collateral security for, and/or then or at any time thereafter may be applied by the Agent against, the Obligations (whether matured or unmatured), such application to be in such order as the Agent shall elect. Any balance of such Proceeds remaining after the Obligations shall have been paid in full and the Commitments shall have been terminated shall be paid over to the Company or to whomsoever may be lawfully entitled to receive the same.

8. Remedies. If an Event of Default shall occur and be continuing, the Agent, on behalf of the Banks may exercise, in addition to all other rights and remedies granted to them in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC or under applicable law relating to security interests in the Rolling Stock. Without limiting the generality of the foregoing, the Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Company or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Agent or any Bank or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Agent or any Bank shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold,

free of any right or equity of redemption in the Company, which right or equity is hereby waived or released. The Company further agrees, at the Agent's request, to assemble the Collateral and make it available to the Agent at places which the Agent shall reasonably select, whether at the Company's premises or elsewhere. The Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Agent and the Banks hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Agent may elect, and only after such application and after the payment by the Agent of any other amount required by any provision of law, need the Agent account for the surplus, if any, to the Company. To the extent permitted by applicable law, the Company waives all claims, damages and demands it may acquire against the Agent or any Bank arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. The Company shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Agent or any Bank to collect such deficiency.

9. Limitation on Duties Regarding Preservation of Collateral. The Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as the Agent deals with similar property for its own account. Neither the Agent, any Bank, nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Company or otherwise.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such

prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver; Cumulative Remedies. Neither the Agent nor any Bank shall by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Agent or any Bank, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Agent or any Bank of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent or such Bank would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns; Governing Law. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Company and the Agent, provided that any provision of this Security Agreement may be waived by the Agent in a written letter or agreement executed by the Agent or by telex or facsimile transmission from the Agent. This Security Agreement shall be binding upon the successors and assigns of the Company and shall inure to the benefit of the Agent and the Banks and their respective successors and assigns. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

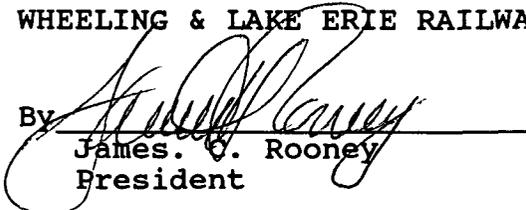
15. Notices. Notices hereunder may be given by mail, by telex or by facsimile transmission, addressed or transmitted to the Person to which it is being given at such Person's address or transmission number set forth in the Credit Agreement and shall be effective (a) in the case of mail, 2 days after deposit in the postal system, first class postage pre-paid and (b) in the case of telex or facsimile notices, when sent. The Company may change its address and transmission number by written notice to the Agent, and the Agent or any Bank may change its address and transmission

number by written notice to the Company and, in the case of a Bank, to the Agent.

16. Authority of Agent. The Company acknowledges that the rights and responsibilities of the Agent under this Security Agreement with respect to any action taken by the Agent or the exercise or non-exercise by the Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Security Agreement shall, as between the Agent and the Banks, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Agent and the Company, the Agent shall be conclusively presumed to be acting as agent for the Banks with full and valid authority so to act or refrain from acting, and the Company shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be duly executed and delivered as of the date first above written.

WHEELING & LAKE ERIE RAILWAY COMPANY

By 

James C. Rooney
President

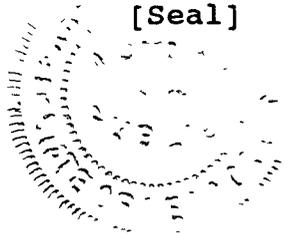
Address for Notices:

100 East First Street
Brewster, Ohio 44613

State of New York
County of New York ss:

On this 17th day of May, 1990 before me personally appeared, James C. Rooney, to me personally known, who being by me duly sworn, says that he is the President of Wheeling & Lake Erie Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation 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 corporation.

[Seal]



Terrence Lee Dugan

TERRENCE LEE DUGAN
NOTARY PUBLIC, State of New York
No 31-4959894
Qualified in New York County
Commission Expires December 18, 1991

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>			
EMD Model GP-35 Locomotives	43	SOU 2645	SOU 2671	SOU 2701	
		SOU 2650	SOU 2672	SOU 2703	
		SOU 2651	SOU 2673	CG 2705	
		SOU 2652	SOU 2676	CG 2706	
		SOU 2653	SOU 2679	CG 2707	
		SOU 2654	SOU 2680	CG 2708	
		SOU 2655	SOU 2682	CG 2709	
		SOU 2656	SOU 2683	CG 2710	
		SOU 2657	SOU 2684	CG 2711	
		SOU 2659	SOU 2686	CG 2712	
		SOU 2664	SOU 2687	CG 2713	
			SOU 2695	CG 2714	
			SOU 2666	SOU 2699	CG 2715
			SOU 2660		
			SOU 2661		
			SOU 2662		
			SOU 2675		
	SOU 2691				
EMD Model SD-45 Locomotives	5	NW 1765			
		NW 1766			
		NW 1767			
		NW 1768			
		NW 1769			
Locomotive Slugs, Model RP-E6	2	NW 9950			
		NW 9951			
Unrehabilitated EMD Model SD-45 Locomotives	3	NW 1770			
		NW 1784			
		NW 1800			
EMD GP-35 Locomotive Hulk	1	SOU 2702			
EMD SD-45 Locomotive Hulk	1	SOU 3161			
50ft. DF Box Cars	29	NW 160427	NW 161223	NW 164257	
		NW 160470	NW 161228	NW 164420	
		NW 160687	NW 161279	NW 164426	
		NW 160800	NW 161291	NW 164429	
		NW 161106	NW 161326	NW 164488	
		NW 161193	NW 161601	NW 164522	
		NW 161220	NW 161769	NW 164537	
			NW 164190	NW 161309	
			NW 164466	NW 161408	
			NW 160934	NW 161913	
			NW 164128	NW 164115	

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>		
Cabooses	10	NW 518514	NW 518687	NW 557569
		NW 518647	NW 581693	NW 557571
		NW 518663	NW 557528	NW 557587
		NW 518670		
Covered Hopper Cars	122	NW 172000	NW 172167	NW 172434
		NW 172002	NW 172169	NW 172454
		NW 172006	NW 172172	NW 172464
		NW 172014	NW 172173	NW 172468
		NW 172015	NW 172183	NW 172472
		NW 172018	NW 172197	NW 172474
		NW 172039	NW 172203	NW 172482
		NW 172049	NW 172211	NW 172496
		NW 172052	NW 172213	NW 172501
		NW 172053	NW 172236	NW 172510
		NW 172057	NW 172245	NW 172511
		NW 172060	NW 172249	NW 172519
		NW 172061	NW 172253	NW 172522
		NW 172066	NW 172257	NW 172538
		NW 172070	NW 172264	NW 172557
		NW 172075	NW 172269	NW 172565
		NW 172077	NW 172280	NW 172572
		NW 172080	NW 172285	
		NW 172081	NW 172294	NW 172594
		NW 172091	NW 172295	NW 172599
		NW 172094	NW 172301	NW 172600
		NW 172099	NW 172302	NW 172641
		NW 172108	NW 172303	NW 172661
		NW 172120	NW 172314	NW 172663
		NW 172121	NW 172324	NW 172679
		NW 172122	NW 172326	NW 172700
		NW 172126	NW 172335	NW 172713
		NW 172127	NW 172337	NW 172716
		NW 172129	NW 172356	NW 172766
		NW 172130	NW 172367	NW 172767
		NW 172131	NW 172368	NW 172774
		NW 172132	NW 172373	NW 172775
		NW 172134	NW 172375	NW 172780
		NW 172137	NW 172376	NW 172781
		NW 172142	NW 172380	NW 172783
		NW 172144	NW 172386	NW 172784
		NW 172145		NW 172787
		NW 172154	NW 172402	NW 172791
		NW 172156	NW 172414	
		NW 172161	NW 172422	
		NW 172163	NW 172425	
				NW 172348
		NW 172587		
		NW 172028		
		NW 172090		

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>		
70-Ton Gondola Cars	365	SOU 291006	SOU 291215	SOU 314110
		SOU 291016	SOU 291217	SOU 314112
		SOU 291019	SOU 291222	SOU 314114
		SOU 291021	SOU 291231	SOU 314117
		SOU 291022	SOU 291244	SOU 314119
		SOU 291025		SOU 314121
		SOU 291038	SOU 291247	SOU 314122
		SOU 291040	SOU 291248	SOU 314123
		SOU 291043		SOU 314128
		SOU 291044	SOU 291257	SOU 314129
		SOU 291056	SOU 291258	SOU 314130
		SOU 291059	SOU 291263	SOU 314133
		SOU 291060	SOU 291264	SOU 314134
		SOU 291074	SOU 291265	SOU 314135
		SOU 291075	SOU 291266	SOU 314136
		SOU 291079	SOU 291279	SOU 314139
		SOU 291081	SOU 291295	SOU 314141
		SOU 291082	SOU 314009	SOU 314142
		SOU 291083	SOU 314010	SOU 314143
		SOU 291086	SOU 314011	SOU 314146
		SOU 291087	SOU 314012	SOU 314147
		SOU 291090	SOU 314016	SOU 314152
		SOU 291098	SOU 314017	SOU 314153
		SOU 291100	SOU 314021	SOU 314155
		SOU 291104	SOU 314023	SOU 314161
		SOU 291107		SOU 314164
		SOU 291111		SOU 314169
		SOU 291116	SOU 314035	SOU 314170
		SOU 291117	SOU 314036	SOU 314172
		SOU 291122	SOU 314037	SOU 314173
		SOU 291123	SOU 314039	SOU 314176
		SOU 291125	SOU 314048	SOU 314178
			SOU 314050	SOU 314180
		SOU 291134	SOU 314051	SOU 314182
		SOU 291139	SOU 314052	SOU 314186
		SOU 291141	SOU 314059	SOU 314188
		SOU 291144		SOU 314196
			SOU 314063	SOU 314202
		SOU 291155		SOU 314208
		SOU 291156	SOU 314071	SOU 314211
		SOU 291158	SOU 314072	SOU 314215
		SOU 291159	SOU 314075	SOU 314219
		SOU 291164	SOU 314081	SOU 314223
		SOU 291165	SOU 314082	SOU 314226
		SOU 291172	SOU 314083	SOU 314227
		SOU 291174		SOU 314229
		SOU 291178	SOU 314087	SOU 314230
		SOU 291185	SOU 314091	SOU 314231
		SOU 291189	SOU 314094	SOU 314233
		SOU 291199		SOU 314234
		SOU 291204	SOU 314107	SOU 314245
		SOU 291211	SOU 314108	SOU 314249
			SOU 328205	SOU 328473

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>		
70-Ton Gondola Cars (Cont'd.)		SOU 314251	SOU 328262	SOU 60058
		SOU 314254	SOU 328263	SOU 60079
		SOU 314257	SOU 328266	SOU 60084
		SOU 314258	SOU 328267	SOU 60091
		SOU 314262	SOU 328280	SOU 60103
		SOU 314267	SOU 328295	SOU 60107
		SOU 314279	SOU 328304	SOU 60136
		SOU 314281		SOU 60141
		SOU 314286	SOU 328321	SOU 60176
		SOU 314287	SOU 328329	SOU 60177
		SOU 314288	SOU 328345	SOU 60182
		SOU 314289	SOU 328367	SOU 60200
		SOU 314294	SOU 328384	SOU 60202
		SOU 314296	SOU 328385	SOU 60222
		SOU 314297	SOU 328391	SOU 60234
		SOU 314299	SOU 328398	
		SOU 328010	SOU 328411	SOU 60279
		SOU 328017	SOU 328419	SOU 60280
		SOU 328019	SOU 328429	SOU 60312
		SOU 328022	SOU 328434	SOU 60324
		SOU 328024	SOU 328435	
		SOU 328025	SOU 328447	
			SOU 328451	SOU 60362
		SOU 328042	SOU 328462	SOU 60381
			SOU 328478	SOU 60392
		SOU 328053	SOU 328481	SOU 60403
		SOU 328071	SOU 328488	SOU 60409
		SOU 328073	SOU 328511	SOU 60439
		SOU 328074	SOU 328515	SOU 60478
		SOU 328083	SOU 328529	SOU 60493
		SOU 328084	SOU 328536	SOU 60503
		SOU 328087	SOU 328537	SOU 60510
		SOU 328091	SOU 328540	SOU 60535
		SOU 328112	SOU 328545	SOU 60550
		SOU 328113	SOU 328548	SOU 60580
		SOU 328126	SOU 328551	SOU 60587
		SOU 328127	SOU 328555	SOU 60589
		SOU 328132	SOU 328565	SOU 60605
		SOU 328134	SOU 328567	SOU 60615
		SOU 328138	SOU 328574	
		SOU 328150	SOU 328577	SOU 60635
		SOU 328151	SOU 328583	SOU 60645
		SOU 328158	SOU 328588	SOU 60661
		SOU 328165	SOU 328592	SOU 60676
		SOU 328167	SOU 328594	
		SOU 328169	SOU 60009	SOU 60718
		SOU 328194	SOU 60013	
		SOU 328201	SOU 60016	SOU 60745
		SOU 328203	SOU 60022	SOU 60747
		SOU 328215	SOU 60029	SOU 60754
		SOU 328255	SOU 60035	SOU 60764
			SOU 60047	SOU 60769

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>	
70-Ton Gondola Cars (Cont'd.)		SOU 60778	SOU 61258
		SOU 60779	SOU 61269
		SOU 60784	SOU 61272
		SOU 60793	SOU 61280
			SOU 61297
		SOU 60812	SOU 61308
		SOU 60816	SOU 61313
		SOU 60825	SOU 61338
		SOU 60829	SOU 61345
		SOU 60832	SOU 61350
		SOU 60834	SOU 61352
		SOU 60845	
		SOU 60854	SOU 61362
		SOU 60855	SOU 61370
		SOU 60869	SOU 61380
		SOU 60884	
		SOU 60887	SOU 61393
		SOU 60891	SOU 61405
		SOU 60907	SOU 61409
		SOU 60913	SOU 61418
		SOU 60917	SOU 61419
		SOU 60918	
		SOU 60931	
			SOU 61441
		SOU 61028	SOU 61462
		SOU 61034	SOU 61464
			SOU 61486
		SOU 61052	SOU 61494
		SOU 61061	
		SOU 61062	

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>		
70-Ton Open Top Hopper Cars	800	NKP 034352	NW 027343	NW 027774
		NKP 034404	NW 027351	NW 027780
		NKP 034412	NW 027352	NW 027781
		NW 027010	NW 027355	NW 027782
		NW 027019	NW 027369	NW 027785
		NW 027024	NW 027370	NW 027794
		NW 027026	NW 026371	NW 027804
		NW 027042	NW 027375	NW 027807
		NW 027049	NW 027381	NW 027809
		NW 027083	NW 027393	NW 027821
		NW 027085	NW 027395	NW 027828
		NW 027096	NW 027404	NW 027834
		NW 027101	NW 027406	NW 027835
		NW 027121	NW 027407	NW 027837
		NW 027125	NW 027412	NW 027846
		NW 027127	NW 027422	NW 027863
		NW 027131	NW 027425	NW 027877
		NW 027136	NW 027465	NW 027882
		NW 027138	NW 027466	NW 027883
		NW 027146	NW 027493	NW 027889
		NW 027148	NW 027512	NW 027908
		NW 027153	NW 027513	NW 027909
		NW 027157	NW 027519	NW 027919
		NW 027159	NW 027529	NW 027937
		NW 027167	NW 027537	NW 027939
		NW 027168	NW 027544	NW 027948
		NW 027172	NW 027550	
		NW 027173	NW 027551	NW 027953
		NW 027188	NW 027565	NW 027976
		NW 027192	NW 027567	NW 027977
		NW 027199	NW 027585	NW 034109
		NW 027205	NW 027599	NW 034167
		NW 027208	NW 027602	NW 034244
		NW 027213	NW 027616	NW 034370
		NW 027217	NW 027620	NW 034401
		NW 027221	NW 027640	NW 034553
		NW 027226	NW 027652	NW 034626
		NW 027229	NW 027660	NW 034654
		NW 027237	NW 027662	NW 035101
		NW 027245	NW 027670	NW 035156
		NW 027247	NW 027680	NW 035159
		NW 027252	NW 027681	NW 035190
		NW 027270	NW 027688	NW 035209
		NW 027274	NW 027693	NW 035226
		NW 027280	NW 027707	NW 035227
		NW 027289	NW 027713	NW 035284
		NW 027295	NW 027717	NW 035315
		NW 027297	NW 027726	NW 035329
		NW 027308	NW 027736	NW 035332
		NW 027328	NW 027754	NW 035419
		NW 027338	NW 027759	NW 035424
		NW 027341	NW 027763	NW 035436

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>	
70-Ton Open Top Hopper Cars (Cont'd.)		NW 037107	NW 039133
	NW 035478	NW 037118	NW 039153
	NW 035479	NW 037222	NW 039180
		NW 037248	NW 039184
	NW 035540	NW 037383	NW 039194
	NW 035542	NW 037420	
	NW 035545	NW 037428	NW 039222
	NW 035548		NW 039223
	NW 035563	NW 037464	NW 039235
	NW 035574	NW 037466	NW 039239
	NW 035621	NW 037485	NW 039249
	NW 035624	NW 037537	NW 039255
	NW 035625	NW 037591	NW 039257
	NW 035628	NW 037657	NW 039262
	NW 035636	NW 037730	NW 039268
	NW 035645	NW 037747	NW 039273
	NW 035657	NW 037791	
	NW 035706	NW 037795	NW 039281
	NW 035780	NW 037987	NW 039284
		NW 038081	NW 039285
	NW 035866	NW 038125	NW 039301
	NW 035878	NW 038129	NW 039302
	NW 036034	NW 038184	NW 039305
	NW 036039	NW 038209	NW 039322
	NW 036057	NW 038250	NW 039334
	NW 036121	NW 038303	NW 039338
	NW 036158	NW 038310	NW 039354
	NW 036228	NW 038379	NW 039374
	NW 036229	NW 038394	NW 039376
	NW 036239	NW 038403	NW 039378
	NW 036269	NW 038455	NW 039383
	NW 036275	NW 038518	NW 039385
	NW 036296	NW 038535	NW 039401
	NW 036301	NW 038541	NW 039411
	NW 036328	NW 038601	NW 039435
	NW 036467	NW 038640	NW 039437
	NW 036495	NW 038655	NW 039438
	NW 036535	NW 038669	NW 039450
	NW 036587	NW 038690	NW 039451
	NW 036606	NW 038702	NW 039459
	NW 036618	NW 038713	NW 039461
	NW 036623	NW 038733	NW 039485
	NW 036648	NW 038797	NW 039491
	NW 036649	NW 038811	NW 039498
	NW 036653	NW 038831	NW 039508
	NW 036851	NW 038837	NW 039511
	NW 036962	NW 038846	NW 039512
	NW 036973	NW 038982	NW 039519
	NW 036979	NW 038990	NW 039525
	NW 037034	NW 039018	NW 039531
	NW 037089	NW 039081	NW 039568
	NW 037090		NW 039571
	NW 039116		

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>	
70-Ton Open Top Hopper Cars (Cont'd.)		NW 039891	NW 040273
		NW 039593	NW 040280
		NW 039605	NW 040282
		NW 039611	NW 040289
		NW 039620	NW 040292
		NW 039625	NW 040302
		NW 039632	NW 040304
		NW 039640	NW 040311
		NW 039643	NW 040313
		NW 039663	NW 040323
		NW 039665	NW 040327
		NW 039684	NW 040333
		NW 039691	NW 040338
		NW 039700	NW 040340
		NW 039705	NW 040348
		NW 039707	NW 040357
		NW 039712	NW 040369
		NW 039720	NW 040377
		NW 039724	NW 040387
		NW 039726	NW 040401
		NW 039732	NW 040402
		NW 039735	NW 040407
		NW 039737	NW 040410
		NW 039739	NW 040411
		NW 039745	NW 040413
		NW 039752	NW 0404
		NW 039759	NW 040433
		NW 039764	NW 040438
		NW 039765	NW 040441
		NW 040105	NW 040445
		NW 039777	NW 040447
		NW 040123	NW 040450
		NW 039779	NW 040458
		NW 039783	NW 040463
		NW 039792	NW 040471
		NW 039793	NW 040472
		NW 039800	NW 040473
		NW 039805	NW 040504
		NW 040159	NW 040507
		NW 039818	NW 040513
		NW 039823	NW 040514
		NW 039824	NW 040519
		NW 039826	NW 040529
		NW 039833	NW 040542
		NW 039839	NW 040551
		NW 039847	NW 040554
		NW 039861	NW 040564
		NW 039862	NW 040565
		NW 039863	NW 040566
		NW 039872	NW 040569
		NW 039875	NW 040574
		NW 039890	NW 040577

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>		
70-Ton Open Top Hopper Cars (Cont'd.)		NW 040581	NW 040917	NW 041439
		NW 040584	NW 040920	NW 041447
		NW 040589	NW 040947	NW 041453
		NW 040592	NW 040952	NW 041462
		NW 040594	NW 040954	NW 041474
		NW 040596	NW 040958	NW 041478
		NW 040601	NW 040960	NW 041488
		NW 040602	NW 040965	NW 041492
		NW 040604	NW 040981	NW 041494
		NW 040605	NW 040999	NW 041502
		NW 040613	NW 041000	NW 041511
		NW 040616	NW 041009	NW 041514
		NW 040618	NW 041010	NW 041518
		NW 040620	NW 041016	NW 041535
		NW 040633	NW 041024	NW 041541
		NW 040638	NW 041055	NW 041550
		NW 040651	NW 041084	NW 041554
		NW 040672	NW 041104	NW 041556
		NW 040685	NW 041106	NW 041560
		NW 040691	NW 041109	NW 041564
		NW 040711	NW 041122	NW 041568
		NW 040713	NW 041156	NW 041579
		NW 040717	NW 041163	NW 041583
		NW 040726	NW 041164	NW 041586
		NW 040727	NW 041166	NW 041602
		NW 040730	NW 041177	NW 041611
		NW 040741	NW 041198	NW 041612
		NW 040744	NW 041200	NW 041641
		NW 040757	NW 041208	NW 041645
		NW 040763	NW 041217	NW 041646
		NW 040764	NW 041219	NW 041661
		NW 040779	NW 041226	NW 041665
		NW 040782	NW 041242	NW 041668
		NW 040787	NW 041251	NW 041680
		NW 040797	NW 041270	NW 041686
		NW 040800	NW 041278	NW 041691
		NW 040809	NW 041279	NW 041696
		NW 040834	NW 041284	NW 041703
		NW 040838	NW 041293	NW 041728
		NW 040839	NW 041295	NW 041741
		NW 040841	NW 041308	NW 041743
		NW 040848	NW 041316	NW 041744
		NW 040854	NW 041337	NW 041745
		NW 040858	NW 041349	NW 041753
		NW 040859	NW 041361	NW 041758
		NW 040864	NW 041362	NW 041760
		NW 040869	NW 041406	NW 041782
		NW 040872	NW 041407	NW 041784
		NW 040877	NW 041414	NW 041789
		NW 040885	NW 041419	NW 041793
		NW 040886	NW 041424	NW 041794
		NW 040900	NW 041429	NW 041831

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>		
70-Ton Open Top Hopper Cars (Cont'd.)		NW 041834	NW 076846	NW 104480
		NW 041835	NW 076853	NW 104481
		NW 041847	NW 076873	NW 104489
		NW 041851	NW 076887	NW 104498
		NW 041852	NW 076912	NW 104519
		NW 041867	NW 076917	NW 104541
		NW 041890	NW 076930	NW 104583
		NW 041902	NW 084005	NW 104708
		NW 041909	NW 084023	NW 104756
		NW 041917	NW 084085	NW 104802
		NW 041921	NW 084100	NW 104831
		NW 041927	NW 084113	NW 104877
		NW 041936	NW 084161	NW 104960
		NW 041942	NW 084169	NW 105009
		NW 041945	NW 084182	NW 105014
		NW 041957	NW 084194	NW 105128
		NW 041963	NW 084199	NW 105440
		NW 041964	NW 084215	NW 107793
		NW 041967	NW 084250	NW 107856
		NW 041978	NW 084251	NW 107901
		NW 041985	NW 084284	NW 107943
		NW 041995	NW 084288	SOU 071959
			NW 084304	SOU 072050
		NW 076532	NW 084313	SOU 072163
		NW 076544	NW 084332	SOU 072185
		NW 076545	NW 101156	SOU 072263
		NW 076580	NW 101224	SOU 072312
		NW 076590	NW 101235	SOU 072356
		NW 076592	NW 101427	SOU 072449
		NW 076598	NW 101582	SOU 072600
		NW 076602	NW 101734	SOU 072759
		NW 076613	NW 101829	SOU 072827
		NW 076615	NW 101865	SOU 073057
		NW 076633	NW 101930	SOU 073070
		NW 076646	NW 101958	SOU 073075
		NW 076648	NW 101997	SOU 073203
		NW 076653	NW 102111	SOU 073284
		NW 076666	NW 102184	SOU 073311
		NW 076689	NW 102266	SOU 073360
		NW 076690	NW 102444	SOU 073402
		NW 076700	NW 102479	SOU 073423
		NW 076703	NW 102487	SOU 073597
		NW 076715	NW 104430	SOU 073612
		NW 076724	NW 104433	SOU 073798
		NW 076729	NW 104439	SOU 073821
		NW 076732	NW 104444	SOU 073844
		NW 076748	NW 104449	SOU 073853
		NW 076796	NW 104458	SOU 073855
		NW 076813	NW 104459	SOU 073867
		NW 076817	NW 104468	SOU 073895
		NW 076828	NW 104473	SOU 073914
		NW 076844	NW 104478	SOU 074550