

0100302006

BINGHAM, DANA & GOULD

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BOSTON, MASSACHUSETTS 02110-1726

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RECORDATION NO. 18500-13 FILED 1425

JUL 7 1994 10 10 AM

INTERSTATE COMMERCE COMMISSION

WASHINGTON OFFICE
(202) 822-9320

HARTFORD OFFICE
(203) 244-3770

LONDON OFFICE
011-44-71-799-2646

July 8, 1994

BY MESSENGER

Interstate Commerce Commission
Room 2303
12 Street & Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: Ms. Mildred Lee

Re: IC Leasing Corporation III

Ladies and Gentlemen:

Enclosed for recording with the Interstate Commerce Commission pursuant to Section 11303 of Title 49 of the U.S. Code are two original fully executed, notarized documents described below.

This document is an Amended and Restated Security Agreement and Chattel Mortgage (the "Security Agreement"), a primary document dated as of July 5, 1994, by and between IC Leasing Corporation III (the "Debtor") and The First National Bank of Boston, as Agent for the Banks referred to therein (in such capacity, the "Secured Party"), covering the Debtor's rolling stock now owned or hereafter acquired and certain other properties and rights of the Debtor. Descriptions of the rolling stock are attached to the Security Agreement as Schedule 4(b), as the same may be revised from time to time, but the property covered by the Security Agreement is not limited to that listed in Schedule 4(b).

The names and addresses of the parties to the Security Agreement are as follows: the Debtor is IC Leasing Corporation III, whose chief executive office is located at 6900 Westcliff Drive, Las Vegas, Nevada 89128, and the Secured Party is The First National Bank of Boston, as Agent, whose head office is located at 100 Federal Street, Boston, Massachusetts 02110.

LICENSING BRANCH

JUL 7 10 07 AM '94

RECEIVED
OFFICE OF THE
SECRETARY

Counterparts - Le Roy Beach

BINGHAM, DANA & GOULD

Interstate Commerce Commission
July 8, 1994
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RECORDATION NO. _____ FILED 1425

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INTERSTATE COMMERCE COMMISSION

Included in the property covered by the aforesaid Security Agreement are railroad cars, locomotives and other rolling stock intended for use related to interstate commerce, or interests therein, owned and leased by the Debtor at the date of said Security Agreement or thereafter acquired by the Debtor or its successors.

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

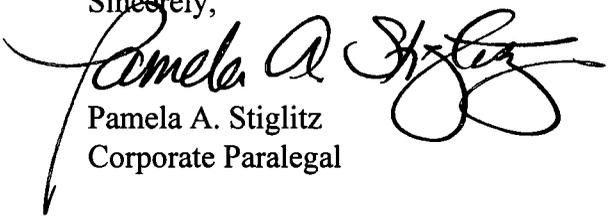
"An Amended and Restated Security Agreement and Chattel Mortgage, dated as of July 5, 1994, by and between IC Leasing Corporation III, as the debtor, and The First National Bank of Boston, as Agent, as the secured party, covering the Debtor's rolling stock and certain other properties and rights of the Debtor in each case whether now owned or hereafter acquired. Descriptions of the rolling stock are attached to the Security Agreement as Schedule 4(b)."

Also enclosed is a check in the amount of \$18.00, payable to the Interstate Commerce Commission, to cover the recording fee prescribed by the Interstate Commerce Commission in its rules and regulations.

Please acknowledge receipt of the enclosed documents at your earliest convenience by stamping and returning to the undersigned the enclosed copy of this letter together with the Security Agreement as filed.

If you have any questions with respect to the enclosed documents, please call the undersigned at (617-951-8425). Thank you for your attention to this matter.

Sincerely,


Pamela A. Stiglitz
Corporate Paralegal

Enclosures

cc: Alan W. Beloff, Esq.
Timothy J. Fallon, Esq.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

7/7/94

Pamela A. Stiglitz
Bingham, Dana & Gould
150 Federal Street
Boston, Massachusetts 02110-1726

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/7/94 at 10:10AM, and assigned recordation number(s). 18500-B

Sincerely yours,

Sidney L. Strickland, Jr.
Secretary

Enclosure(s)

18.00

\$_____ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one stamped on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine you document.

Signature

Jamie M. Fort

JUL 7 1994 - 10 10 AM

INTERSTATE COMMERCE COMMISSION

**AMENDED AND RESTATED SECURITY AGREEMENT
AND CHATTEL MORTGAGE**

This **AMENDED AND RESTATED SECURITY AGREEMENT AND CHATTEL MORTGAGE**, dated as of July 5, 1994, is between **IC LEASING CORPORATION III** (the "Borrower"), a Nevada corporation having its principal place of business and chief executive office at 6900 Westcliff Drive, Las Vegas, Nevada 89128 and **THE FIRST NATIONAL BANK OF BOSTON**, as agent (in such capacity, the "Agent") for the benefit of itself and the other lending institutions (hereinafter collectively, the "Banks") that are or may from time to time become parties to that certain Revolving Credit and Term Loan Agreement dated as of July 5, 1994, among the Borrower, the Banks and the Agent, as the same may be amended, restated, modified or supplemented from time to time (such agreement, as in effect from time to time, the "Credit Agreement"). Capitalized terms which are used herein without definition and which are defined in the Credit Agreement shall have the same meanings herein as in the Credit Agreement.

§1. **GRANT OF SECURITY INTEREST.** To secure the due and prompt payment and performance by the Borrower of the Obligations (as defined below), the Borrower hereby pledges, mortgages, assigns and grants to the Agent, for the benefit of the Banks and the Agent, a continuing security interest in and lien on all properties, assets and rights of the Borrower of every kind and nature, wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, whether derived from voluntary or involuntary disposition or otherwise (but excluding in each case all rights of the Borrower under the Option Agreements), including, without limiting the generality of the foregoing (but in any event excluding (i) all rights of the Borrower under and in respect of a certain lease in effect on the date hereof of real property located in Las Vegas, Nevada under which the Borrower is the lessee, and (ii) all rights of the Borrower under the Option Agreements), all goods, accounts, including all accounts receivable, contract rights, including, without limitation, all rights of the Borrower under the Acquisition Documents and all rights of the Borrower under leases of equipment (including, without limitation, all Approved Leases) and other personal property, rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, the Borrower's operating certificates from the Interstate Commerce Commission, securities, together with all income therefrom, increases thereunder and proceeds thereof, patents, trademarks, trade names, copyrights, engineering drawings, service marks, customer lists, books and records, furniture, fixtures, rolling stock of every kind and description, locomotives, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on or over real property, including railbeds, yards and maintenance areas (all such properties, assets and rights hereinafter sometimes called, collectively, the "Collateral"). Notwithstanding the foregoing grant of a security interest or anything else in this Agreement to the contrary, the Agent acknowledges that the Rolling Stock (as defined below) of the Borrower may be subject to leases entered into by the Borrower and

third party lessees from time to time, and, without prejudice to the other rights of the Agent in respect of such leases and Rolling Stock pursuant to this Agreement (including, without limitation, the rights of the Agent with respect to amounts payable under such leases) the Agent acknowledges the rights of all such third party lessees under and in respect of such leases, and the Agent agrees not to interfere with the possession, use or quiet enjoyment by such lessees of such leased Rolling Stock under the terms of such leases except to the extent that it is exercising the rights of the lessor to do so thereunder pursuant to this Agreement.

Notwithstanding the foregoing provisions of this §1, such grant of security interest shall not extend to, and the term "Collateral" shall not include, any chattel paper and general intangibles (including any leases) which are now or hereafter held by the Borrower as licensee, lessor or otherwise, to the extent that (a) such chattel paper and general intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of another applicable party thereto and (b) such consent has not been obtained; provided, however, that the foregoing grant of security interest shall extend to, and the term "Collateral" shall include, (i) any and all proceeds of such chattel paper and general intangibles to the extent that the assignment or encumbering of such proceeds is not so restricted and (ii) upon any such other applicable party's consent with respect to any such otherwise excluded chattel paper or general intangibles being obtained, thereafter such chattel paper or general intangibles as well as any and all proceeds thereof that might have theretofore have been excluded from such grant of a security interest and the term "Collateral".

§2. **OBLIGATIONS SECURED.** The Collateral hereunder constitutes and will constitute continuing security for the Obligations referred to (and as defined) in the Credit Agreement and for all obligations of the Borrower in respect of any interest rate protection arrangements from time to time entered into between the Borrower and FNBB as permitted under §9.1(i) of the Credit Agreement (collectively, the "Obligations").

§3. **PRO RATA SECURITY; APPLICATION OF PROCEEDS OF COLLATERAL.** All amounts owing with respect to the Obligations shall be secured pro rata by the Collateral without distinction as to whether some Obligations are then due and payable and other Obligations are not then due and payable. Upon any realization upon the Collateral by the Agent or any Bank, whether by receipt of insurance proceeds pursuant to §4(g) hereof or upon foreclosure and sale of all or part of the Collateral pursuant to §8 hereof or otherwise, the Borrower agrees that the proceeds thereof shall be applied in the manner provided in §13.4 of the Credit Agreement, and the Borrower shall remain liable for any deficiency in the payment of the Obligations. The Borrower agrees that all amounts received with respect to any of the Obligations, whether by realization on the Collateral or otherwise, shall be applied to the payment of the Obligations in accordance with the provisions of this §3.

§4. **REPRESENTATIONS AND COVENANTS OF THE BORROWER.**

(a) **Real Property.** The Borrower represents and warrants to the Agent and each of the Banks that the real property listed in Schedule 4(a) hereto (as updated by the Borrower from

time to time) constitutes all of the real property which the Borrower owns or leases. The Borrower agrees to notify the Agent of any other real property which the Borrower may hereafter acquire or lease. The Borrower agrees that it shall, upon request by the Agent, execute and deliver to the Agent, for the benefit of the Banks and the Agent, mortgages and other instruments, as referred to in paragraph (n) below of this §4, and file the same in the appropriate recording offices with respect to the real property listed on Schedule 4(a) hereto (as updated by the Borrower from time to time) which is material to the Borrower's business (with the exception of that certain real property presently leased by the Borrower, located in Las Vegas, Nevada and described on such Schedule 4(a) hereto) and at such times as any mortgagable right, title or interest is acquired in the future by the Borrower in any other real property which is material to the Borrower's business. All such mortgages and other instruments shall secure all of the Obligations pro rata and shall be on terms and conditions reasonably satisfactory to the Agent as evidenced by its written consent thereto.

(b) Rolling Stock. The Borrower represents and warrants to the Agent and each of the Banks, that the Rolling Stock (as defined in this §4(b)) listed on Schedule 4(b) hereto (as updated by the Borrower from time to time hereunder) constitutes all of the Rolling Stock which the Borrower owns or leases (with the exception of Rolling Stock with respect to which a Casualty Occurrence has occurred), and that the markings thereon and identifying information and designation numbers (as and to the extent required by 49 C.F.R. §1177.3(d)(4)) listed on such Schedule 4(b) (as updated by the Borrower from time to time hereunder) with respect to such Rolling Stock are accurate and complete (other than as listed on Schedule 4(b) as in effect on the date hereof, which were accurate and complete as of June 22, 1994) (except as to Rolling Stock acquired or disposed of or remarked since the date as of which the most recent Borrowing Base Report has been delivered to the Agent). The Borrower agrees to notify the Agent, on a monthly basis pursuant to a Borrowing Base Report required to be delivered pursuant to §8.4(e) of the Credit Agreement, of any other Rolling Stock which the Borrower may hereafter acquire, lease, sell or dispose of, and of any changes to any markings or identifying information or designation numbers (as and to the extent required by 49 C.F.R. §1177.3(d)(4)) on any of the Rolling Stock. The Borrower agrees that it shall execute and deliver to the Agent, for the benefit of the Banks and the Agent, promptly upon the request of the Agent, supplemental security agreements or appropriate amendments to this Agreement, and other instruments, as referred to in paragraph (i) below of this §4, and file the same in the appropriate recording offices (i) with respect to the Rolling Stock listed on Schedule 4(b) hereto (as updated by the Borrower from time to time), (ii) with respect to any assignable right, title or interest is acquired in the future by the Borrower in any other Rolling Stock and (iii) with respect to any change in one or more of the markings, identifying information or designation numbers with respect to any of the Rolling Stock listed on Schedule 4(b) hereto (as updated by the Borrower from time to time), or on any other Rolling Stock owned or leased by the Borrower. All such supplemental security agreements and other instruments shall secure all of the Obligations pro rata and shall be on terms and conditions reasonably satisfactory to the Agent as evidenced by its written consent thereto. The term "Rolling Stock" as used herein means all rolling stock of every kind and description, locomotives and all other rail cars owned by the Borrower at the time of determination. The Agent agrees that in connection with the disposition of any Rolling Stock in accordance with the provisions hereof and of the Credit Agreement, it shall deliver all such

documents reasonably necessary to release or discharge its security interest as of record in any such disposed of Rolling Stock.

(c) Patents, Trademarks, Copyrights. The Borrower represents and warrants to the Agent and each of the Banks, that as of the date hereof, except as set forth on Schedule 4(c) hereto, it has no right, title or interest in any patent, trademark registrations, copyright registrations or service mark registrations, or in any pending applications for the same and agrees promptly to furnish to the Agent written notice of each such patent, trademark, copyright or service mark registrations, or any applications for same, in which it may hereafter acquire any right, title or interest. The Borrower shall, on request by the Agent, execute, acknowledge and deliver all such documents and instruments as the Agent may reasonably require to confirm the Agent's (for the benefit of the Banks and the Agent) security interest in and to any such patent, trademark or service mark registrations, or application for the same as part of the Collateral hereunder and appoints the Agent as the Borrower's attorney-in-fact to execute and file the same.

(d) Location of Chief Executive Office and Principal Place of Business. The Borrower represents and warrants to the Agent and each of the Banks that the location of its chief executive office (as such term is used in Paragraph 5(c) of the Official Comment to Section 9-103 of the UCC, as hereinafter defined) is 6900 Westcliff Drive, Las Vegas, Nevada 89128 and that the locations where its books and records are kept are either of 455 North Cityfront Plaza Drive, Chicago, Illinois 60611 or 6900 Westcliff Drive, Las Vegas, Nevada 89128 (except as such locations may be updated from time to time by written notice to the Agent pursuant to the provisions of the last sentence of this §4(d)). The Borrower further represents that attached hereto as Schedule 4(d) (as such locations listed on such Schedule 4(d)) may be updated from time to time by notice to the Agent pursuant to the provisions of the last sentence of this §4(d)) is a true and correct list of all localities where property comprising a part of the Collateral (other than interests in real property and Rolling Stock) is located. The Borrower agrees that it shall not change the location of its chief executive office or locations where books and records are kept or the location of any property comprising a part of the Collateral other than changes in the location of Rolling Stock unless it shall have (i) given the Agent at least thirty (30) days' advance written notice of such change, and (ii) filed in all necessary jurisdictions such UCC-3 financing statements or other documents as may be necessary to continue without impairment or interruption the perfection and priority of the liens on the Collateral in favor of the Agent, for the benefit of the Banks and the Agent, pursuant to the Security Documents.

(e) Ownership of Collateral.

(i) [Intentionally Omitted]

(ii) Except for Permitted Liens, the security interest herein granted, and Collateral disposed of as permitted by §9.5.2 of the Credit Agreement, the Borrower shall defend the same against all claims and demands of all persons or entities at any time claiming the same or any interest therein adverse to the Agent.

(iii) The Borrower will, immediately upon becoming aware thereof, notify the Agent in writing of any material setoff, claims (including, with respect to the real property, environmental claims), withholdings or other defenses to which any of the Collateral, or the Agent's rights with respect to the Collateral, are subject, which are not permitted by the Credit Agreement.

(f) Sale or Disposition of Collateral. The Borrower shall not sell or offer to sell or otherwise transfer the Collateral or any interest therein except as expressly permitted or contemplated by the terms of the Credit Agreement.

(g) Insurance. The Borrower shall have and maintain or cause to be maintained at all times with respect to the Collateral such insurance against risks customarily insured against by companies engaged in similar businesses to that of the Borrower, in amounts, containing such terms, in such forms, for such periods and written by such companies as are satisfactory to the Agent, such insurance to be payable to the Agent, for the benefit of the Banks and the Agent, and to the Borrower as its interests may appear, and all such property insurance to name the Agent as loss payee and additional insured. All policies of insurance shall provide for thirty (30) days' written minimum cancellation notice to the Agent. Notwithstanding the foregoing provisions of this §4(g), the Borrower shall not be required to maintain such insurance with respect to any Rolling Stock on lease to a third party lessee (except to the extent required by §8.7 of the Credit Agreement). In the event of the Borrower's failure to provide and maintain insurance as herein provided, the Agent may, at its option, provide such insurance, and the Borrower hereby promises to pay to the Agent on demand the amount of any disbursements made by the Agent for such purpose. The Borrower shall, within five (5) Business Days after the date hereof, furnish to the Agent certificates or other evidence satisfactory to the Agent of compliance with the foregoing insurance provisions. After the occurrence and during the continuance of any Event of Default, or if the Borrower fails to obtain or maintain insurance as required herein, the Agent may act as attorney for the Borrower in obtaining, adjusting, settling and canceling such insurance and endorsing any drafts; and any amounts collected or received under any such policies shall be applied by the Agent to the Obligations in accordance with the provisions of §3 hereof or, at the option of the Agent, the same may be released to the Borrower, but such application or release shall not cure or waive any default hereunder and no amount so released shall be deemed a payment on any Obligation secured hereby.

(h) Maintenance of Collateral. The Borrower shall, or shall require any lessee of Rolling Stock under the terms of the applicable lease to, keep the Collateral or shall cause the Collateral to be kept in good order and repair (with the exception of ordinary wear and tear and with the exception of Rolling Stock with respect to which any Casualty Occurrence shall have occurred) and shall not use the Collateral in violation of law or any policy of insurance thereon. The Borrower shall not, and shall require any lessees of Rolling Stock to agree that they will not, use any Rolling Stock outside of the United States of America (with the exception of temporary or incidental use in Canada or Mexico). The Banks may, through the Agent or through the Banks' other designated representatives, at any reasonable time, upon written notice to the Borrower inspect the Collateral, wherever located, subject to the rights of lessees and other users thereof as described in §1 hereof. In its discretion, after the occurrence and during the

continuance of any Event of Default, if the Borrower fails to discharge or cause to be discharged unpaid taxes or encumbrances or pay or cause to be paid filing fees, the Agent may make repairs of the Collateral, discharge taxes and other encumbrances at any time levied or placed on the Collateral which remain unpaid in violation of this Agreement and pay any necessary filing fees. The Borrower agrees to reimburse the Agent on demand for any and all expenditures so made and, until paid, the amount thereof shall be an Obligation secured by the Collateral. The Agent shall have no obligation to the Borrower to make any such expenditures, nor shall the making thereof relieve the Borrower of any default.

(i) Creation and Perfection of Lien. The Borrower represents and warrants to the Agent and each of the Banks, and covenants with the Agent and each of the Banks, that this Agreement creates a valid security interest in the Collateral as security for the payment and performance of the Obligations. Upon the filing and recording of this Agreement with the Interstate Commerce Commission (the "ICC") in accordance with §11303 of Title 49 of the United States Code and the rules and regulations thereunder, and upon the filing of UCC-1 financing statements in the form attached hereto as Exhibit A (the "Financing Statements") under the Uniform Commercial Code as the same may be in effect from time to time in the States of Illinois and Nevada, or in any other jurisdiction whose Uniform Commercial Code would govern the perfection or priority of security interests in the Collateral (the "UCC"), naming the Borrower as debtor and the Agent as secured party, such security interest shall be perfected under the UCC and, to the extent it pertains to Rolling Stock intended for a use related to interstate commerce, the Interstate Commerce Act of 1887, as amended ("ICA"), and such security interest shall be prior to all other liens (except Permitted Liens entitled to priority under applicable law). To the best of the Borrower's knowledge, after due inquiry, no further filings, recordings or other actions are or will be necessary to maintain the priority of such security interest other than the filing of UCC continuation statements within six months prior to the expiration of a period of five years after the original filing. This Agreement and all documents to be filed herewith are in appropriate form for filing with the ICC.

(j) No Further Actions. Except for the filings referred to in paragraph (i) above (and except with respect to any Rolling Stock located outside of the United States), no authorization, approval or other action by, and no notice of filing with, any governmental authority or regulatory body or other person or entity that has not been received, taken or made is required (i) for the granting by the Borrower of the security interest granted hereby or for the execution, delivery or performance of this Agreement by the Borrower, (ii) for the maintenance of the security interest hereunder (including, to the best of the Borrower's knowledge, after due inquiry, the first priority nature (subject to Permitted Liens entitled to priority under applicable law) of such security interest subject to the rights of any lessees of Rolling Stock as described in §1 hereof), or (iii) for the exercise by any of the Agent and the Banks of its rights or the remedies with respect to the Collateral pursuant to this Agreement (subject to such rights of lessees of Rolling Stock as described in §1 hereof).

(k) Accounts Receivable. The Borrower shall keep or cause to be kept separate records of accounts receivable, which such records shall be complete and accurate in all material respects and, from time to time upon the request of the Agent, shall deliver to the Agent with

respect to each account receivable lists setting forth the name, address, face value, and date of invoice of each debtor obligated on such account receivable.

(l) Government Contracts. The Borrower agrees that from time to time at the Agent's request, it shall execute all such documents, and take all such actions, as the Agent may reasonably deem necessary or proper to perfect the Agent's, for the benefit of the Banks and the Agent, security interest in any Collateral consisting of the Borrower's rights to monies due or to become due under any contracts or agreements with or orders from the United States government or any agency or department thereof.

(m) Securities. The Borrower agrees that it shall forthwith deliver and pledge to the Agent, for the benefit of the Banks and the Agent, hereunder, all certificates representing securities which the Borrower shall acquire, whether by purchase, stock dividend, distribution of capital or otherwise, along with stock powers or other appropriate instruments of assignment with respect thereto, duly executed in blank.

(n) Further Assurances By the Borrower. The Borrower agrees to execute and deliver to the Agent from time to time at its request all documents and instruments, including financing statements, supplemental security agreements, notices of assignments under the United States Assignment of Claims Act and under similar or local statutes and regulations, and to take all action as the Agent may reasonably deem necessary or proper to perfect the security interest and lien created hereby. Without in any way limiting the foregoing, the Borrower agrees, from time to time at the request of the Agent, to forthwith assign and deliver to the Agent, for the benefit of the Banks and the Agent, all originals of each of the leases entered into by the Borrower with respect to Rolling Stock of the Borrower, together with such appropriate instruments of transfer or assignment duly executed in blank as the Agent may specify. In any event the Borrower at all times will stamp all such original leases with respect to Rolling Stock to clearly indicate that the same is subject to a security interest in favor of the Agent, and the Agent shall have the right from time to time to inspect, during the Borrower's normal business hours, all of such original leases, on reasonable prior notice to the Borrower, in order to determine the Borrower's compliance with the foregoing.

§5. **POWER OF ATTORNEY**. (a) The Borrower acknowledges the Agent's right, to the extent permitted by applicable law, singly to execute and file financing or continuation statements and similar notices required by applicable law, and amendments thereto, concerning the Collateral without execution by the Borrower. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(b) The Borrower hereby irrevocably appoints the Agent as its attorney-in-fact, effective at all times subsequent to the occurrence and during the continuance of any Event of Default and during the continuance thereof, with full authority in the place and stead of the Borrower and in the name of the Borrower or otherwise, to take any action and to execute any instrument which the Agent may reasonably deem necessary or advisable to protect its security interest, including,

without limitation, the power and right (i) to endorse the Borrower's name on any checks, notes, acceptances, money orders, drafts, filings or other forms of payment or security that may come into the Agent's possession and (ii) to do all other things which the Agent then reasonably determines to be necessary to protect its security interest. The power conferred on the Agent hereunder is solely to protect the Agent's and the Banks interests in the Collateral and shall not impose any duty upon the Agent to exercise such power.

§6. **SECURITIES AS COLLATERAL.** (a) Upon the occurrence and during the continuance of any Event of Default, the Agent may, at any time, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Obligations. If the Agent so elects to exercise its right herein and gives notice of such election or direction (a "Stock Notice") to the Borrower during the continuance of any Event of Default, the Agent may vote any or all of the securities constituting Collateral possessing voting rights (whether or not the same shall have been transferred into its name or the name of its nominee or nominees) and give all consents, waivers and ratifications in respect of the securities constituting Collateral and otherwise act with respect thereto as though it were the outright owner thereof, the Borrower hereby irrevocably constituting and appointing the Agent the proxy and attorney-in-fact of the Borrower, with full power of substitution, to do so. So long as no Event of Default has occurred and is continuing, the Borrower shall be entitled to receive all cash dividends paid in respect of the securities and so long as no such Stock Notice has been given, to vote the securities and to give consents, waivers and ratifications in respect of the securities. A Stock Notice may only be given during the continuance of an Event of Default.

(b) Any sums paid upon or in respect of any of the securities, upon the liquidation or dissolution of the issuer thereof, shall be paid over to the Agent, for the benefit of the Banks and the Agent, to be held by it as security for the Obligations; and in case any distribution of capital or property shall be made on or in respect of any of the securities pursuant to the recapitalization or reclassification of the capital of the issuer thereof or pursuant to the reorganization of such issuer, the property so distributed shall be delivered to the Agent, for the benefit of the Banks and the Agent, to be held by it as security for the Obligations. All sums of money paid and property distributed in respect of the securities upon such a liquidation, dissolution, recapitalization or reclassification which are received by the Borrower shall, until paid or delivered to the Agent, be held in trust for the Agent as security for the Obligations.

§7. **ACCOUNTS RECEIVABLE.** So long as no Event of Default has occurred and is continuing, but subject, however, to the applicable requirements of the Credit Agreement, the Borrower shall continue to collect payment from debtors on accounts receivable of the Borrower, obligors on accounts, chattel paper and general intangibles of the Borrower, obligors on instruments for which the Borrower is an obligee and lessees and conditional vendees of the Borrower under agreements governing the leasing or selling by conditional sale of Collateral by the Borrower. After the occurrence and during the continuance of any Event of Default, the Agent may require the Borrower to notify such debtors, obligors, lessees or conditional vendees of the Agent's security interest. Upon the making of such a request by the Agent, the Borrower shall hold, as trustee for the Agent, the proceeds received from such collection and shall turn the

same over to the Agent, or to such other bank as may be approved by the Agent, immediately upon receipt of such proceeds and in the identical form received. After the occurrence and during the continuance of any Event of Default, the Agent may require the Borrower to notify such account debtors and obligors that payment thereof is to be made directly to the Agent, and, if the Borrower does not promptly so notify such account debtors and obligors, the Agent may itself without further notice to or demand upon the Borrower, so notify such account debtors or obligors. The making of such a request or the giving of any such notification shall not affect the duties of the Borrower described above with respect to proceeds received by the Borrower. The Agent shall apply the proceeds of such collection received by the Agent to the Obligations in accordance with §3 of this Agreement. The application of the proceeds of such collection shall be conditional upon final payment in cash or solvent credits of the items giving rise to them. If any item is not so paid, the Agent in its discretion, whether or not such item is returned, may either reverse any credit given for the item or charge it to any deposit account maintained by the Borrower with the Agent.

§8. **REMEDIES.** Upon the occurrence and during the continuance of any Event of Default, to the fullest extent permitted by applicable law, in addition to the remedies set forth elsewhere in this Agreement:

(a) The Agent shall have, in addition to all other rights and remedies given it by any instrument or other agreement evidencing, or executed and delivered in connection with, any of the Obligations and otherwise allowed by law, the rights and remedies of a secured party under the UCC and the rights and remedies of a secured party holding a security interest in collateral pursuant to the ICA, and, without limiting the generality of the foregoing, the Agent may, without (to the fullest extent permitted by law) demand of performance or advertisement or notice of intention to sell or of time or place of sale or of redemption or other notice or demand whatsoever, (except that the Agent shall give to the Borrower at least ten (10) days' notice of the time and place of any proposed sale or other disposition), all of which are hereby expressly waived to the fullest extent permitted by law, sell at public or private sale or otherwise realize upon, in the City of Boston, Massachusetts, or elsewhere, the whole or from time to time any part of the Collateral in or upon which the Agent shall have a security interest or lien hereunder, or any interest which the Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for legal services and disbursements) as provided in §12 hereof, shall apply the residue of such proceeds toward the payment of the Obligations in accordance with §3 of this Security Agreement (without duplication for any expenses paid in accordance with the previous sentence hereof), the Borrower remaining liable for any deficiency remaining unpaid after such application. If notice of any sale or other disposition is required by law to be given to the Borrower or the Agent, the Borrower and the Agent hereby agree that a notice given as hereinbefore provided shall be reasonable notice of such sale or other disposition. The Borrower also agrees to assemble the Collateral at such place or places as the Agent reasonably shall designate by written notice. At any such sale or other disposition the Agent may itself, and any of the Banks and any other person or entity owed any Obligation may itself, purchase the whole or any

part of the Collateral sold, free from any right of redemption on the part of the Borrower, which right is hereby waived and released to the fullest extent permitted by law.

(b) Furthermore, without limiting the generality of any of the rights and remedies conferred upon the Agent under §8(a) hereof, the Agent to the fullest extent permitted by law may enter upon the premises of the Borrower, exclude the Borrower therefrom and take immediate possession of the Collateral, either personally or by means of a receiver appointed by a court therefor, using all necessary force to do so, and may, at its option, use, operate, manage and control the Collateral in any lawful manner and may collect and receive all rents, income, revenue, earnings, issues and profits therefrom, and may maintain, repair, renovate, alter or remove the Collateral as the Agent may determine in its discretion, and any such monies so collected or received by the Agent shall be applied to, or may be accumulated for application upon, the Obligations in accordance with §3 of this Agreement.

(c) The Agent agrees that it will give notice to the Borrower of any enforcement action taken by it pursuant to this §8 promptly after commencing such action.

(d) The Borrower recognizes that the Agent may be unable to effect a public sale of the securities by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers consistent with all applicable laws. The Borrower agrees that any such private sales may be at prices and other terms less favorable to the Borrower than if sold at public sales and that such private sales shall not by reason thereof be deemed not to have been made in a commercially reasonable manner. The Agent shall be under no obligation to delay a sale of any of the securities for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act of 1933, as amended, even if the issuer would agree to do so.

§9. **MARSHALLING.** None of the Agent or the Banks shall be required to marshal any present or future security for (including but not limited to this Agreement and the Collateral subject to the security interest created hereby), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of their rights hereunder and in respect of such securities and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Borrower hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of any of the Agent's and the Banks' rights under this Agreement or under any other instrument evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or guaranteed and, to the extent that it lawfully may, the Borrower hereby irrevocably waives the benefits of all such laws. Except as otherwise provided by applicable law, the Agent shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of

rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof.

§10. **BORROWER'S OBLIGATIONS NOT AFFECTED.** To the extent permitted by law, the obligations of the Borrower under this Security Agreement shall remain in full force and effect without regard to, and shall not be impaired by (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Borrower, to the extent permitted by law; (b) any exercise or nonexercise, or any waiver, by any of the Agent and the Banks of any right, remedy, power or privilege under or in respect of any of the Obligations or any security therefor (including this Agreement); (c) any amendment to or modification of this Agreement or any instrument evidencing any of the Obligations or pursuant to which any of them were issued, other than in the specific instance and for the specific purpose for which such amendment or modification was given; (d) any amendment to or modification of any instrument or agreement (other than this Agreement) securing any of the Obligations; or (e) the taking of additional security for or any guaranty of any of the Obligations or the release or discharge or termination of any security or guaranty for any of the Obligations; and whether or not the Borrower shall have notice or knowledge of any of the foregoing.

§11. **NO WAIVER.** No failure on the part of any of the Agent and the Banks to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by any of the Agent and the Banks of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power hereby granted to any of the Agent and the Banks or the future holders of any of the Obligations or allowed to any of them by law or other agreement, including, without limitation, the Credit Agreement or any other Security Document, shall be cumulative and not exclusive of any other, and, subject to the provisions of this Agreement, may be exercised by any of the Agent, the Banks or the future holders of any of the Obligations from time to time.

§12. **EXPENSES.** The Borrower agrees to pay, on demand, all reasonable costs and expenses of the Agent as (and to the extent) set forth in §§13.4 and 16 of the Credit Agreement.

§13. **CONSENTS, AMENDMENTS, WAIVERS.** Any term of this Agreement may be amended, and the performance or observance by the Borrower of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument signed by the Borrower and the Agent.

§14. **GOVERNING LAW.** Except as otherwise required by the laws of any jurisdiction in which any Collateral is located, this Agreement shall be deemed to be a contract under seal and shall for all purposes be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

§15. **PARTIES IN INTEREST.** All terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties

hereto, provided that the Borrower may not assign or transfer its rights hereunder without the prior written consent of the Agent.

§16. **COUNTERPARTS.** This Agreement and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

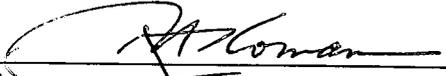
§17. **TERMINATION.** Upon the indefeasible payment in full of the Obligations, this Agreement shall terminate and the Borrower shall be entitled to the return, at the Borrower's expense, of such Collateral in the possession or control of the Agent as has not theretofore been disposed of pursuant to the provisions hereof.

§18. **NOTICES.** Except as otherwise expressly provided herein, all notices and other communications made or required to be given pursuant to this Agreement shall be given in accordance with §20 of the Credit Agreement.

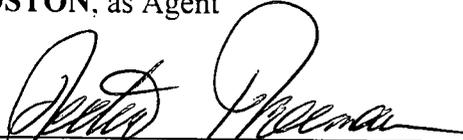
§19. **PRIOR AGREEMENT SUPERSEDED.** This Agreement shall, on and as of the date hereof, amend and restate in its entirety that Security Agreement dated as of December 3, 1993 (as amended, modified or supplemented from time to time, the "Prior Security Agreement"), between the Borrower and FNBB. On and after the date hereof, the rights and obligations of the parties under the Prior Security Agreement shall be subsumed within and governed by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as an instrument under seal by their authorized representatives as of the date first written above.

IC LEASING CORPORATION III

By: 
Title: 

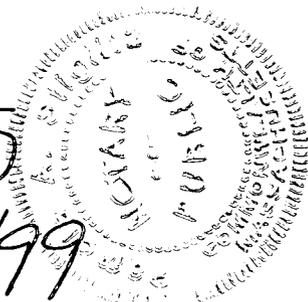
**THE FIRST NATIONAL BANK OF
BOSTON, as Agent**

By: 
Title: 

Commonwealth of Massachusetts)
) ss.
County of Suffolk)

On this 5th day of July, 1994, before me personally appeared Douglas A. Koman, to me personally known, who, being by me duly sworn, says that he is Treasurer of IC Leasing Corporation III, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

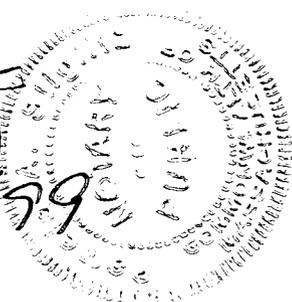
Pamela A. Street
Notary Public
My commission expires: *7/29/99*



Commonwealth of Massachusetts)
) ss.
County of Suffolk)

On this 5th day of July, 1994, before me personally appeared Dexter Freeman, to me personally known, who, being by me duly sworn, says that he is Vice President of The First National Bank of Boston, and that he is duly authorized to sign the foregoing instrument on behalf of said banking association, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said banking association.

Pamela A. Street
Notary Public
My commission expires: *7/29/99*



Schedule 4(a) to Security Agreement

REAL PROPERTY

NONE

Schedule 4(b) to Security Agreement

ROLLING STOCK

See Attached

Car_init	Car_no	Car_init	Car_no
CAGY	005010	IC	504491
CAGY	005013	IC	504575
CAGY	005022	IC	504576
CAGY	005028	IC	504577
CAGY	005032	IC	504578
CAGY	719037	IC	504660
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DVS	005619	IC	504662
DVS	005620	IC	504663
DVS	005621	IC	504664
DVS	100233	IC	504665
DVS	101558	IC	504666
DVS	719000	IC	504668
DVS	719017	IC	504669
DVS	719018	IC	504670
DVS	719020	IC	504671
DVS	719022	IC	504672
DVS	719025	IC	504673
DVS	719040	IC	504674
DVS	719046	IC	504675
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DVS	719051	IC	504678
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IC	504474	IC	504684
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IC	504478	IC	604667
IC	504479	IC	604676
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MPA	037675	MPA	039717	MPA	142090	SLR	142134

Car_init	Car_no	Car_init	Car_no	Car_init	Car_no	Car_init	Car_no
SLR	142136	WLO	502718	WLO	502767	WLO	502883
SLR	142137	WLO	502719	WLO	502768	WLO	502886
SLR	142138	WLO	502720	WLO	502769	WLO	502887
SLR	142139	WLO	502721	WLO	502770	WLO	502888
SLR	142140	WLO	502722	WLO	502771	WLO	502889
SLR	142141	WLO	502723	WLO	502772	WLO	502890
SLR	142142	WLO	502724	WLO	502773	WLO	502891
SLR	142143	WLO	502725	WLO	502774	WLO	502892
WLO	502650	WLO	502726	WLO	502775	WLO	502893
WLO	502652	WLO	502727	WLO	502776	WLO	502945
WLO	502657	WLO	502728	WLO	502778	WLO	502964
WLO	502667	WLO	502729	WLO	502813	WLO	502988
WLO	502672	WLO	502730	WLO	502814	WLO	504460
WLO	502675	WLO	502732	WLO	502815	WLO	504500
WLO	502677	WLO	502733	WLO	502816	WLO	504501
WLO	502678	WLO	502734	WLO	502817	WLO	504502
WLO	502684	WLO	502735	WLO	502818	WLO	504503
WLO	502685	WLO	502736	WLO	502819	WLO	504504
WLO	502687	WLO	502737	WLO	502820	WLO	504505
WLO	502688	WLO	502738	WLO	502821	WLO	504506
WLO	502689	WLO	502739	WLO	502822	WLO	504507
WLO	502690	WLO	502740	WLO	502823	WLO	504508
WLO	502691	WLO	502741	WLO	502824	WLO	504509
WLO	502692	WLO	502742	WLO	502830	WLO	504510
WLO	502693	WLO	502743	WLO	502831	WLO	504520
WLO	502694	WLO	502744	WLO	502832	WLO	504521
WLO	502695	WLO	502745	WLO	502833	WLO	504522
WLO	502696	WLO	502746	WLO	502834	WLO	504523
WLO	502697	WLO	502747	WLO	502835	WLO	504524
WLO	502698	WLO	502748	WLO	502836	WLO	504525
WLO	502699	WLO	502749	WLO	502837	WLO	504526
WLO	502700	WLO	502750	WLO	502838	WLO	504527
WLO	502701	WLO	502751	WLO	502839	WLO	504528
WLO	502702	WLO	502752	WLO	502840	WLO	504529
WLO	502704	WLO	502753	WLO	502842	WLO	504530
WLO	502705	WLO	502754	WLO	502843	WLO	504531
WLO	502706	WLO	502755	WLO	502844	WLO	504532
WLO	502707	WLO	502756	WLO	502845	WLO	504533
WLO	502708	WLO	502757	WLO	502849	WLO	504534
WLO	502709	WLO	502758	WLO	502850	WLO	504535
WLO	502710	WLO	502759	WLO	502851	WLO	504536
WLO	502711	WLO	502760	WLO	502853	WLO	504537
WLO	502712	WLO	502761	WLO	502854	WLO	504538
WLO	502713	WLO	502762	WLO	502855	WLO	504539
WLO	502714	WLO	502763	WLO	502856	WLO	504540
WLO	502715	WLO	502764	WLO	502866	WLO	504541
WLO	502716	WLO	502765	WLO	502869	WLO	504542
WLO	502717	WLO	502766	WLO	502882	WLO	504543

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WLO	504545	WLO	504718	WLO	528038	WLO	528089
WLO	504546	WLO	504719	WLO	528039	WLO	528090
WLO	504547	WLO	504720	WLO	528040	WLO	528091
WLO	504548	WLO	504721	WLO	528041	WLO	528092
WLO	504553	WLO	504722	WLO	528042	WLO	528093
WLO	504554	WLO	504723	WLO	528043	WLO	528094
WLO	504555	WLO	504724	WLO	528044	WLO	528095
WLO	504556	WLO	504725	WLO	528045	WLO	528096
WLO	504557	WLO	504726	WLO	528046	WLO	528097
WLO	504558	WLO	504727	WLO	528047	WLO	528098
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WLO	504559	WLO	528000	WLO	528049	WLO	528100
WLO	504560	WLO	528001	WLO	528050	WLO	528101
WLO	504580	WLO	528002	WLO	528051	WLO	528102
WLO	504581	WLO	528003	WLO	528052	WLO	528103
WLO	504582	WLO	528004	WLO	528053	WLO	528104
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WLO	504584	WLO	528006	WLO	528055	WLO	528106
WLO	504585	WLO	528007	WLO	528056	WLO	528107
WLO	504586	WLO	528008	WLO	528057	WLO	528108
WLO	504587	WLO	528009	WLO	528058	WLO	528109
WLO	504589	WLO	528010	WLO	528059	WLO	528110
WLO	504590	WLO	528011	WLO	528060	WLO	528111
WLO	504591	WLO	528012	WLO	528061	WLO	528112
WLO	504592	WLO	528013	WLO	528062	WLO	528113
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WLO	504594	WLO	528016	WLO	528064	WLO	528116
WLO	504595	WLO	528017	WLO	528065	WLO	528117
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WLO	504597	WLO	528019	WLO	528067	WLO	528119
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WLO	504600	WLO	528021	WLO	528071	WLO	528121
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WLO	504602	WLO	528023	WLO	528073	WLO	528123
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WLO	504608	WLO	528029	WLO	528079	WLO	528129
WLO	504710	WLO	528030	WLO	528080	WLO	528130
WLO	504711	WLO	528031	WLO	528081	WLO	528132
WLO	504712	WLO	528032	WLO	528082	WLO	528133
WLO	504713	WLO	528033	WLO	528083	WLO	528134
WLO	504714	WLO	528034	WLO	528084	WLO	528135
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WLO	504716	WLO	528036	WLO	528087	WLO	528137

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WLO	528140	WLO	528189	WLO	528238	WLO	528289
WLO	528141	WLO	528190	WLO	528239	WLO	528290
WLO	528143	WLO	528191	WLO	528240	WLO	528291
WLO	528144	WLO	528192	WLO	528241	WLO	528292
WLO	528145	WLO	528193	WLO	528242	WLO	528293
WLO	528146	WLO	528194	WLO	528243	WLO	528294
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WLO	528149	WLO	528197	WLO	528246	WLO	528297
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WLO	528153	WLO	528201	WLO	528250	WLO	528301
WLO	528154	WLO	528202	WLO	528251	WLO	528302
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WLO	528162	WLO	528210	WLO	528259	WLO	528310
WLO	528163	WLO	528212	WLO	528260	WLO	528311
WLO	528164	WLO	528213	WLO	528261	WLO	528312
WLO	528165	WLO	528214	WLO	528262	WLO	528313
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WLO	528167	WLO	528216	WLO	528264	WLO	528316
WLO	528168	WLO	528217	WLO	528265	WLO	528317
WLO	528169	WLO	528218	WLO	528266	WLO	528318
WLO	528170	WLO	528219	WLO	528267	WLO	528319
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WLO	528172	WLO	528221	WLO	528269	WLO	528321
WLO	528173	WLO	528222	WLO	528270	WLO	528322
WLO	528174	WLO	528223	WLO	528271	WLO	528323
WLO	528175	WLO	528224	WLO	528272	WLO	528324
WLO	528176	WLO	528225	WLO	528273	WLO	528325
WLO	528177	WLO	528226	WLO	528274	WLO	528326
WLO	528178	WLO	528227	WLO	528275	WLO	528327
WLO	528179	WLO	528228	WLO	528276	WLO	528328
WLO	528180	WLO	528229	WLO	528277	WLO	528329
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WLO	528182	WLO	528231	WLO	528279	WLO	528331
WLO	528183	WLO	528232	WLO	528280	WLO	528332
WLO	528184	WLO	528233	WLO	528281	WLO	528333
WLO	528185	WLO	528234	WLO	528282	WLO	528334
WLO	528186	WLO	528235	WLO	528284	WLO	528335

Car_init	Car_no	Car_init	Car_no	Car_init	Car_no	Car_init	Car_no
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WLO	528340	WLO	528391	WLO	528442	WLO	528494
WLO	528341	WLO	528392	WLO	528443	WLO	528495
WLO	528342	WLO	528393	WLO	528445	WLO	528496
WLO	528343	WLO	528395	WLO	528446	WLO	528498
WLO	528344	WLO	528396	WLO	528447	WLO	528499
WLO	528345	WLO	528397	WLO	528448	WLO	528711
WLO	528346	WLO	528398	WLO	528450	WLO	528712
WLO	528347	WLO	528399	WLO	528451	WLO	528713
WLO	528349	WLO	528400	WLO	528452	WLO	528714
WLO	528350	WLO	528401	WLO	528453	WLO	528722
WLO	528351	WLO	528402	WLO	528455	WLO	528726
WLO	528352	WLO	528403	WLO	528456	WLO	528728
WLO	528353	WLO	528404	WLO	528457	WLO	528729
WLO	528354	WLO	528405	WLO	528458	WLO	528730
WLO	528355	WLO	528406	WLO	528459	WLO	528731
WLO	528356	WLO	528407	WLO	528460	WLO	528734
WLO	528357	WLO	528408	WLO	528461	WLO	528735
WLO	528358	WLO	528409	WLO	528462	WLO	528736
WLO	528359	WLO	528410	WLO	528463	WLO	528737
WLO	528360	WLO	528413	WLO	528464	WLO	528738
WLO	528361	WLO	528414	WLO	528465	WLO	528739
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WLO	528363	WLO	528416	WLO	528467	WLO	528741
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WLO	528370	WLO	528423	WLO	528474	WLO	528751
WLO	528372	WLO	528424	WLO	528475	WLO	528752
WLO	528373	WLO	528425	WLO	528476	WLO	528955
WLO	528374	WLO	528426	WLO	528477	WLO	528956
WLO	528375	WLO	528427	WLO	528478	WLO	528957
WLO	528376	WLO	528428	WLO	528479	WLO	528958
WLO	528377	WLO	528429	WLO	528480	WLO	528959
WLO	528378	WLO	528430	WLO	528481	WLO	528960
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WLO	528380	WLO	528432	WLO	528484	WLO	528962
WLO	528381	WLO	528433	WLO	528485	WLO	528963
WLO	528382	WLO	528434	WLO	528486	WLO	528964
WLO	528383	WLO	528435	WLO	528487	WLO	528965
WLO	528384	WLO	528436	WLO	528488	WLO	528966
WLO	528386	WLO	528437	WLO	528489	WLO	528967

Car_init Car_no

WLO	528968
WLO	528969
WLO	528970
WLO	528971
WLO	528972
WLO	528973

Schedule 4(c) to Security Agreement

PATENTS, TRADEMARKS AND COPYRIGHTS

NONE

Schedule 4(d) to Security Agreement

LOCATIONS OF COLLATERAL

State of Illinois

State of Nevada