



Secretary  
July 26, 1991  
Page 2

The Equipment and the Leases described in the Second Amended and Restated Security Agreement dated July 26, 1991 and the amendments thereto.

The Amendment amends the definition of the Collateral and amends the list of Secured Parties.

A filing fee is enclosed. I would appreciate your filing one counterpart of the foregoing three documents under the provisions of 49 U.S.C. §11303 and stamping the additional copies of each of the documents for return to the parties involved in the transaction. We would also appreciate your returning to us a stamped copy of this transmittal letter, which is enclosed.

Sincerely,



John D. Hushon

Enclosures

# Interstate Commerce Commission

Washington, D.C. 20423

7/26/91

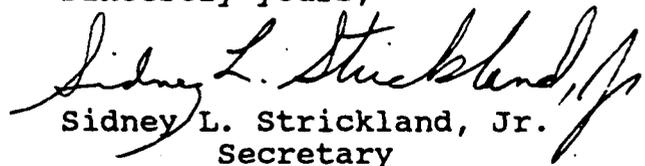
OFFICE OF THE SECRETARY

John D. Hudson  
Arent Fox Kintner Plotkin & Kahn  
1050 Connecticut Avenue N. W.  
Washington, D. C. 20036-5339

Dear      Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/26/91 at 10:55AM. , and assigned recordation number(s). 15489-J.

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

JUL 26 1991 -10 55 AM

INTERSTATE COMMERCE COMMISSION

SECOND AMENDED AND RESTATED SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED SECURITY AGREEMENT ("Agreement") dated as of July 26, 1991, is made by PLM INTERNATIONAL, INC., a Delaware corporation ("Grantor"), to SECURITY PACIFIC NATIONAL BANK, a national banking association, for itself and as agent (solely in such capacity, "Agent") for the financial institutions listed on Schedule A attached hereto and such other financial institutions as shall from time to time become parties to the Loan Agreement referred to below (such entities, together with their respective successors and assigns, being collectively referred to as the "Lenders").

RECITALS

A. Pursuant to that certain Security Agreement dated as of January 22, 1988 by and between Grantor and Security Pacific National Bank ("SPNB") and Citicorp North America, Inc. ("CitiNA") (collectively, the "Original Lenders"), Grantor granted to the Original Lenders a lien on and security interest in certain collateral to secure Grantor's obligations under that certain Loan Agreement dated as of January 15, 1988 (as amended at any time prior to the date of the Restated Loan Agreement referred to below, the "Original Loan Agreement") between Grantor and the Original Lenders. An execution original of the Security Agreement was recorded with the Interstate Commerce Commission (the "ICC") on February 1, 1988 and was assigned File No. 15489. That certain Amendment No. 1 to Security Agreement dated as of July 13, 1988 was recorded with the ICC on July 19, 1988; that certain Amendment No. 2 to Security Agreement dated as of August 26, 1988 was recorded with the ICC on September 1, 1988; that certain Amendment No. 3 to Security Agreement dated as of October 31, 1988 was recorded with the ICC on November 8, 1988; that certain Amendment No. 4 to Security Agreement dated as of December 19, 1988 was filed with the ICC on December 19, 1988; that certain Amendment No. 5 to Security Agreement dated as of December 29, 1988 was recorded with the ICC on January 3, 1989; that certain Amendment No. 6 to Security Agreement dated as of January 6, 1989, was recorded with the ICC on January 16, 1989; and that certain Amendment No. 7 to Security Agreement dated as of February 2, 1989 was recorded with the ICC on February 3, 1989, and in each case assigned to File No. 15489 (the Security Agreement, as amended by the foregoing Amendments Nos. 1 through 7 shall hereinafter be referred to as the "Original Security Agreement").

B. Pursuant to that certain Note Purchase Agreement dated as of February 2, 1989, between SPNB and CitiNA, SPNB purchased CitiNA's interest in the Original Loan Agreement and certain other related documents. In connection therewith, the Original

Lenders assigned their interest in the Original Security Agreement to SPNB, for itself and as agent.

C. Grantor and SPNB amended and restated the Original Loan Agreement pursuant to that certain Amended and Restated Loan Agreement dated as of May 17, 1989 (as amended through the date hereof, the "Restated Loan Agreement") between Grantor and SPNB, certain of the other Lenders listed on Schedule A attached hereto, and Osterreichische Landerbank ("Landerbank") (collectively, the "Prior Lenders") and SPNB, as agent for the Prior Lenders, in order, among other things, (a) to provide for the transfer by SPNB to the other Prior Lenders of undivided interests in the indebtedness of Grantor outstanding under the Original Loan Agreement and for the making of additional loans to Grantor on the terms and conditions set forth in the Restated Loan Agreement and (b) to designate SPNB as agent for the Prior Lenders with respect to the collateral securing the obligations owed, or which may be owed, by Grantor or any of its Subsidiaries to the Prior Lenders, or any of them, under the Restated Loan Agreement and the related loan and security documents.

D. In connection therewith, and as a condition to the Prior Lenders' agreement to enter into the Restated Loan Agreement, Grantor executed and delivered its Amended and Restated Security Agreement dated as of May 19, 1989 (as amended and modified through the date hereof, the "Restated Security Agreement") in favor of SPNB, for itself and as agent for the Prior Lenders, which Restated Security Agreement amended and restated in its entirety the Original Security Agreement. An execution original of the Restated Security Agreement was recorded filed with the ICC on May 19, 1989 and was assigned to File No. 15489. That certain Amendment No. 1 to Amended and Restated Security Agreement dated as of March 30, 1990 was recorded with the ICC on November 14, 1990 and assigned to File No. 15489.

E. SPNB and First Bank National Association ("First Bank") subsequently entered into that certain Assignment and Acceptance dated June 12, 1989 pursuant to which First Bank purchased from SPNB a 4.25% undivided interest in the restated Loan Agreement and the loans made to Grantor thereunder (First Bank, upon such purchase, becoming a "Prior Lender").

F. Grantor and the Prior Lenders desire to amend and restate the Restated Loan Agreement pursuant to a Second Amended and Restated Loan Agreement dated as of July 26, 1991 (as that same may hereafter from time to time be amended, modified, supplemented, restated or renewed, the "Loan Agreement") between Grantor and the Lenders and Agent, in order, among other things, (a) to provide for the purchase by the Lenders of the undivided interests of Landerbank and First Bank in the indebtedness of Grantor outstanding under the Restated Loan Agreement and for the

making, by the Lenders, of additional revolving credit loans to Grantor on the terms and conditions set forth in the Loan Agreement and (b) to designate Agent as agent for the Lenders with respect to the collateral securing the obligations owed, or which may be owed, by Grantor or any of its Subsidiaries to the Lenders, or any of them.

G. The Lenders are willing to so amend and restate the Restated Loan Agreement, provided that Grantor shall execute and deliver this Agreement amending and restating the Restated Security Agreement in its entirety and shall cause this Agreement to be recorded with the ICC.

H. All capitalized terms used herein without definition shall have the meanings given to them in the Loan Agreement.

#### AGREEMENT

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to enter into the Loan Agreement, Grantor and Agent hereby do amend and restate the Restated Security Agreement in its entirety as follows:

SECTION 1. Grant of Security. Grantor hereby assigns, pledges and grants to Agent, for itself and for the benefit of the Lenders, a lien on and security interest in all Grantor's right, title and interest to the following described Property:

(a) All leases, marine vessel or ship charters, management agreements (including, without limitation, Container Revenue Pooling Arrangements and Marine Revenue Pooling Arrangements), contracts, rental agreements and other agreements (collectively, the "Leases", which term shall include all "Leases" as defined in the Loan Agreement) covering aircraft of United States registry, aircraft appliances relating thereto, aircraft logs, avionics, aircraft engines and propellers and engine appliances relating thereto, railcars (including, without limitation, hopper cars, flatbeds, Ortner cars and tanker cars) and other rolling stock (as listed in Schedule B attached hereto and incorporated herein by this reference), tractors, intermodal trailers, over-the-road trailers, refrigerated trailers, chassis, generator sets, containers and marine vessels and ships and related engines, machinery, boats, tackle, outfits, spare gear, fuels, consumables, and other stores, belongings and appurtenances, whether on board or ashore, including those which may hereafter be put on board or become appurtenant to or intended to be used for such a vessel or ship if on shore (collectively the "Equipment"), all subsequent, new or renewal Leases, and all rentals thereunder and all proceeds thereof;

(b) All of the Equipment, together with all attachments, additions, accessories and accessions thereto, now existing or

hereafter acquired by Grantor, all replacements and substitutions therefor and all proceeds thereof, and any interest in any of the foregoing, including, without limitation, any beneficial interest in any trust, any partnership interest or any Residual Interest in the Equipment;

(c) All claims, rights and remedies which Grantor may now or hereafter have against any Affiliate of Grantor, including, without limitation, all such rights with respect to the maintenance and storage of the Equipment;

(d) All governmental or other approvals, permits, licenses, franchise agreements, authorities or certificates now or hereafter required or used in connection with the ownership, operation and maintenance of the Equipment; and

(e) All other personal Property of Grantor, now owned or hereafter acquired, including, without limitation, all business and farm equipment, equipment leases, deposit accounts (including, without limitation, the Lockbox Account and the Cash Collateral Account) accounts receivable, cash, instruments, documents, goods, inventory, securities (other than shares of Stock of a Special Subsidiary), chattel paper, contracts, general intangibles (including, without limitation, any interest in any joint venture (including, without limitation, JELCO) or as a partner or a limited partner in any partnership or limited partnership or any interest constituting a Residual Interest) and any beneficial interest of Grantor under any trust created with respect to the Equipment, or any of it; and

(f) All proceeds and products of the foregoing (and proceeds and products of proceeds and products) in whatever form and whether such proceeds arise before or after the commencement of any case under the Bankruptcy Code by or against Grantor, including, without limitation, all payments under insurance whether or not Agent or the Lenders is a loss payee thereof, all proceeds of any governmental taking, and any indemnity, warranty, letter of credit (including the right to draw on such letter of credit) or guaranty payable by reason of any default under, loss of, or damage to or otherwise with respect to any of the foregoing.

All of the Property described in subsections (a) through (f) above is herein collectively called the "Collateral;" provided, however, that notwithstanding anything to the contrary contained in this Section 1, there shall be excluded from such definition of "Collateral" and the grant hereunder by Grantor of a lien thereon and security interest therein in favor of Agent, any and all Property constituting "Cash Collateral", as defined in the ESOP Term Loan Agreement, to the extent of the aggregate principal amount of the Obligations outstanding at any time under the ESOP Term Loan Agreement.

SECTION 2. Security for Obligations. This Agreement secures the full and indefeasible payment and performance of the "Obligations" as defined in the Loan Agreement, and as such may arise under this Agreement, the Loan Agreement, the Note, any of the other Security Documents, any Interest Rate Protection Agreement or any other Loan Document.

SECTION 3. Liability under Leases. Anything herein to the contrary notwithstanding, (a) Grantor shall remain liable under the Leases to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Agent of any of the rights hereunder shall not release Grantor from any of its duties or obligations under the Leases and (c) neither Agent nor any Lender shall have any obligations or liability under the Leases by reason of this Agreement, nor shall Agent or any Lender be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. Grantor hereby represents, warrants and covenants to Agent, for itself and for the benefit of the Lenders, as follows:

(a) The principal place of business and chief executive office of Grantor and the office where Grantor keeps its records and files concerning the Leases and its copies of the Leases are located at the address specified for Grantor in Section 16, below. Grantor's executed copy of each of the Leases has been delivered to Agent, and all of Grantor's photocopies of the Leases have been stamped or otherwise marked conspicuously with the following legend:

THIS WRITING IS NON-NEGOTIABLE. THIS WRITING AND THE OBLIGATIONS EVIDENCED HEREBY ARE OWNED BY, OR SUBJECT TO THE SECURITY INTEREST OF, SECURITY PACIFIC NATIONAL BANK, FOR ITSELF AND AS AGENT. NO INTEREST IN THIS WRITING OR THE OBLIGATIONS EVIDENCED HEREBY MAY BE SOLD, TRANSFERRED OR ASSIGNED TO ANY OTHER PERSON WITHOUT DELIVERY OF THE EXECUTED COUNTERPART IN THE POSSESSION OF SECURITY PACIFIC NATIONAL BANK.

(b) Grantor owns the Collateral free and clear of any lien, security interest, charge or encumbrance, except for (i) the lien and security interest created by this Agreement, (ii) the interests of the lessees under the Leases, (iii) other liens, security interests, charges or other encumbrances expressly permitted under the Loan Agreement. Grantor has paid or caused to be paid all invoice prices, transportation and delivery costs, taxes and any acquisition or other fees relating to the Equipment. Grantor has all necessary authority to

encumber and grant a lien on and security interest in the Collateral.

(c) Each item of Equipment the ownership of which, under applicable law, is or should be evidenced by a certificate of title, is properly titled in the name of Grantor.

(d) All information furnished or to be furnished Agent or the Lenders by or on behalf of Grantor in connection with the Collateral and the Obligations is or will be complete and accurate. Grantor shall defend and hold harmless Agent and the Lenders, and each of them, against all Persons whomsoever claiming the Collateral or any part thereof.

(e) This Agreement creates in favor of Agent, for itself and for the benefit of the Lenders, a valid lien on and security interest in the Collateral (subject to the liens, security interests, charges and other encumbrances expressly referred to in Section 4(b)) securing the payment of the Obligations, and all filings and other actions necessary to perfect and protect such lien and security interest have been duly taken, including, without limitation, the proper notation on each certificate of title covering Equipment of the lien and security interest of Agent, for itself and for the benefit of the Lenders, and the making of all filings against the lessees under the Leases necessary to perfect Grantor's interest in such Equipment.

(f) No consent, authorization, approval or other action by, and no notice to or filing with, any Governmental Agency, regulatory body, lessee or other person or entity, other than such as have been obtained, is required either (i) for the grant by Grantor of the lien and security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor or (ii) for the perfection or exercise by Agent of its rights and remedies hereunder.

(g) The Leases constitute valid and enforceable obligations of the respective lessees thereunder, enforceable against such lessees in accordance with their terms, except as the enforceability thereof may be subject to or limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors and by general principles of equity. Each item of Equipment subject to any Lease has been delivered to, and accepted by, the lessee under the respective Lease. No event of default or termination, and no event which with the giving of notice or lapse of time, or both, would constitute such an event, has occurred on the part of any party under any of the Leases (except such events which, in the aggregate, do not constitute an Event of Default or Potential Event of Default). There does not exist in respect of any Lease any claim, offset, defense or other

right on the part of the lessee thereunder to reduce in any manner the amounts payable under such Lease.

SECTION 5. Documentation.

(a) Grantor shall from time to time, at the expense of Grantor, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Agent may reasonably request, in order to perfect with first priority and otherwise protect the lien and security interest granted or purported to be granted hereby (subject to the liens, security interests, charges or other encumbrances expressly referred to in Section 4(b), above) or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Grantor shall, except with respect to Rental Yard Trailers, in respect of which Grantor shall, upon Agent's request: (i) promptly after the execution thereof, deliver to Agent the original execution copies of every new or renewal Lease or other agreement included in the Leases, (ii) mark conspicuously each of its copies of every new or renewal Lease or other agreement included in the Leases and each of its records pertaining thereto with the legend set forth in Section 4(a), above, or another legend in form and substance satisfactory to Agent, (iii) duly note the lien and security interest of Agent, for itself and for the benefit of the Lenders, on each certificate of title covering any of the Equipment and on any registration without certification of title covering any of the Equipment, (iv) file an executed counterpart of this Agreement with the ICC in order to perfect Agent's lien on the rolling stock forming part of the Collateral under the provisions of 49 U.S.C.A. § 11303 (1979) (formerly Section 20c of the Interstate Commerce Act), and (v) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, and make such recordings, as may be necessary or desirable, or as Agent may request, in order to perfect and preserve the lien and security interest granted or purported to be granted hereby, including, without limitation, execution and filing of such instruments and recordings as may be necessary under federal law relating to the creation and perfection of a security interest in any of the Equipment.

(b) Grantor shall, subject to Section 6.1 of the Loan Agreement, to the best of its ability, furnish to Agent from time to time statements and schedules further identifying and describing the Collateral (including, without limitation, the locations and condition thereof) and such other reports in connection with the Collateral as Agent may reasonably request, all in reasonable detail.

SECTION 6. Equipment. Grantor shall:

(a) Cause the Equipment to be kept in jurisdictions where all action required by Section 5, above, has been taken with respect to the Equipment; provided, however, that a lessee under a Lease may use or keep Equipment in such other locations as are permitted under the Lease and the Estoppel Agreement delivered by such lessee to Agent.

(b) Cause each lessee under the Leases to maintain and preserve the Equipment covered by its Lease strictly in accordance with the terms and provisions thereof and otherwise to perform in a timely manner all obligations of the lessee under its Lease. Without limitation of the foregoing, Grantor shall cause the Equipment to be maintained and preserved, by the lessee or otherwise, in the same condition, repair and working order as when delivered to the lessee, ordinary wear and tear excepted, and in accordance with any manufacturer's manual and shall forthwith, or in the case of any loss or damage to any of the Equipment as quickly as practicable after the occurrence thereof, make or cause to be made, by the lessee or otherwise, all repairs, replacements and other improvements in connection therewith which are necessary or desirable to such end. Grantor shall promptly furnish to Agent a statement respecting any loss or damage to any of the Equipment.

(c) Pay promptly when due, or cause to be so paid in accordance with the Leases, all property and other taxes, fees, assessments and governmental charges or levies imposed upon or in respect of the Equipment or this Agreement and all claims, including claims for labor, materials and supplies, against the Equipment.

(d) Perform in a timely manner all obligations of Grantor under the Leases.

(e) Mark each car of the rolling stock forming part of the Collateral appropriately to show Grantor's ownership and with its assigned reporting mark and number in accordance with the rules and regulations of the American Association of Railroads, and maintain and cause such rolling stock to be always so marked while this Agreement remains in effect and not cause or allow such rolling stock to be marked so as to indicate ownership in any other party or to be renumbered without the prior written consent of Agent, nor allow such rolling stock to be marked so as to indicate a lien thereon allegedly held by any parties other than Agent, for itself and for the benefit of the Lenders.

(f) At the request of Agent, at Grantor's own cost and expense, cause each item of the Equipment (if not prevented by applicable law or regulations or governmental authority, and if it will not adversely affect the proper use thereof) to be legibly marked in a reasonably prominent location with such a plate, disk or other marking of customary size, and bearing such

a legend, as shall be appropriate or desirable to evidence the fact that it is subject to the lien and security interest of Agent hereunder. Grantor shall not remove or deface, or permit to be removed or defaced, any such plate, disk, or other marking or the identifying manufacturer's serial number, and, in the event of such removal, defacement or other disappearance thereof, Grantor shall promptly cause such plate, disk or other marking or serial number to be promptly replaced.

(g) If any trailer or rolling stock forming part of the Collateral is used in, leased in, or permitted to be used in Canada (or any province or territory thereof) or in Mexico (or in any state or Federal District thereof), take all necessary action to protect the right, title and interest of Agent in the Collateral and furnish Agent, upon its request, with an opinion of Canadian or Mexican counsel, as the case may be, satisfactory to Agent to the effect that the action taken by Grantor is all that is necessary to protect the right, title and interest of Agent in such Equipment.

#### SECTION 7. Insurance.

(a) Grantor shall cause the lessees under the Leases to maintain insurance on the Equipment strictly in accordance with the terms and provisions of the Leases. Without limitation of the foregoing, Grantor shall at its own expense maintain such additional insurance with respect to the Equipment in such amounts, against such risks, in such form and with such insurers as shall be requested by Agent from time to time. Each policy, whether obtained in accordance with the terms and provisions of a Lease or in accordance with this Section 7(a), shall (i) if for liability insurance, provide for all losses to be paid on behalf of Agent, for itself and for the benefit of the Lenders, and Grantor as their respective interests may appear and (ii) if for property damage insurance, provide for all losses to be paid directly to Agent. Each such policy shall in addition (A) name Agent and the Lenders, as insured parties, and Agent as loss payee thereunder, without any representation or warranty by or obligation upon Agent or any Lender, as their interests may appear; (B) contain an agreement by the insurer that any loss thereunder shall be payable to Agent notwithstanding any action, inaction or breach of representation or warranty by the Grantor or any lessee under the Leases; (C) provide that there shall be no recourse against Agent or any Lender for payment of premiums or other amounts with respect thereto; and (D) provide that at least thirty (30) days' prior written notice of cancellation or lapse shall be given the Agent by the insurer. Grantor shall, if so requested by Agent, deliver to Agent original or duplicate policies of such insurance and, as often as provided under the Loan Agreement, a report of a reputable insurance broker with respect to such insurance. Further, Grantor shall, at the request of Agent, duly execute and deliver confirmatory

instruments of assignment of such insurance policies to comply with the requirements of Section 5, above, and cause the respective insurers to acknowledge notice of such assignment.

(b) Reimbursement under any liability insurance maintained pursuant to this Section 7 may be paid directly to the person who incurred liability covered by such insurance. In case of any loss involving damage to Equipment when Section 7(c), above, is not applicable, Grantor shall make or cause to be made, by the lessee or otherwise, the necessary repairs to or replacements of such Equipment, and any proceeds of insurance maintained pursuant to this Section 7 shall be paid to Grantor, the lessee or otherwise, as the case may be, as reimbursement for the costs of such repairs or replacements.

(c) (i) Upon the occurrence and during the continuance of any event of default (including, without limitation, any Event of Default) under any document or instrument evidencing or relating to any of the Obligations or (ii) upon the actual or constructive total loss of any Equipment, all insurance payments in respect of such Equipment shall be paid to and applied by Agent as specified in Section 13(d), below, except, with respect only to clause (i) insofar as the Lease covering such Equipment provides for the insurance payments to be paid to the lessee for purposes of repairing the Equipment.

#### SECTION 8. Leases.

(a) Grantor shall keep its principal place of business and chief executive office and the office where it keeps its records and files concerning the Leases (including its copies of the Leases) and, to the extent reasonably appropriate, the Equipment and other Collateral at the location specified in Section 16, below, or, upon thirty (30) days' prior written notice to Agent, at another location in a jurisdiction where all action required by Section 5, above, shall have been taken with respect to the Leases or such Equipment and other Collateral. Grantor shall hold and preserve such records and files concerning the Leases and shall permit representatives of Agent at any time during normal business hours to inspect and make abstracts from such records and files.

(b) Except as otherwise provided in this Section 8(b), Grantor shall continue to collect, at its own expense, all amounts due or to become due Grantor under the Leases. In connection with such collections Grantor may take, and at Agent's direction shall take, such action as Grantor or Agent may deem necessary or advisable to enforce collection of the Leases. If an Event of Default shall have occurred and be continuing, Agent shall have the right at any time, upon written notice to Grantor of its intention to do so, (i) to direct the lessees under the Leases to make payment of all amounts due or to become due

thereunder directly to Agent and, upon such direction and at the expense of Grantor, to enforce collection of any of the Leases in the same manner and to the same extent as Grantor might have done and (ii) to require that all amounts received by Grantor in respect of the Leases be received in trust for the benefit of Agent and the Lenders hereunder and be segregated from other funds of Grantor. Any amounts so segregated shall, at Agent's request, be forthwith paid over to Agent to be held as cash collateral and either (A) released to Grantor after the full and indefeasible payment of all Obligations, or (B) if any event of default (including, without limitation, any Event of Default) shall have occurred and be continuing under any document or instrument evidencing or relating to any of the Obligations, applied as provided in Section 13(d), below. If Agent notifies Grantor of Agent's intention to direct lessees to make Lease payments directly to Agent or to require Grantor to segregate and hold such payments in trust, Grantor shall enter into written agreements satisfactory to Agent to implement such intention.

(c) Grantor shall accept no prepayment from any lessee of amounts due under any of the Leases without obtaining the prior written consent of Agent, except such amounts as are required under any Lease to be paid in advance (including, without limitation, a security deposit or a maintenance reserve account).

**SECTION 9. Transfers and Other Liens.** Grantor shall not:

(a) Except as expressly permitted by the Loan Agreement, or except as may be provided in a writing executed in accordance with the provisions of the Loan Agreement, sell, assign (by operation of law or otherwise), lease, charter or otherwise dispose of any of the Collateral without the prior written consent of Agent.

(b) Create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral, except for the liens, security interests or other charges referred to in Section 4(b), above, for so long as the same are permitted by the provisions of this Agreement.

**SECTION 10. Attorney-in-Fact.** Grantor hereby irrevocably appoints Agent as the Grantor's attorney-in-fact (which appointment is coupled with an interest), with full authority in the place and stead of Grantor and in the name of Grantor, Agent, or otherwise, from time to time in Agent's discretion, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement (subject to the rights of Grantor under Section 8, above), including, without limitation:

(a) to obtain and adjust insurance required to be paid to Agent, for itself and for the benefit of the Lenders, pursuant to Section 7, above;

(b) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) to receive, indorse and collect any drafts or other instruments and documents in connection with clauses (a) and (b), above;

(d) to file claims or take any action or institute any proceedings which Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Agent with respect to any of the Collateral; and

(e) to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor where permitted by law.

SECTION 11. Agent May Perform. If Grantor fails to perform any agreement contained herein, then Agent may perform, or cause performance of, such agreement, and the expenses of the Agent incurred in connection therewith shall be payable by Grantor under Section 14(b), below.

SECTION 12. Agent's Duties. The powers conferred on Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

SECTION 13. Remedies. If any Event of Default shall have occurred and be continuing, in addition to all other rights and remedies as may be granted or available to Agent or the Lenders under this Agreement, the Loan Agreement or any of the other loan Documents:

(a) Agent, in lieu of or in addition to exercising any other power hereby granted, may without notice, demand or declaration of default, which are hereby waived by Grantor, proceed by an action or actions in equity or at law for the seizure and sale of the Collateral or any part thereof, for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, for the foreclosure or sale of the Collateral or any part thereof under the judgment or decree of any court of competent

jurisdiction, for the appointment of a receiver pending any foreclosure hereunder or the sale of the Collateral or any part thereof or for the enforcement of any other appropriate equitable or legal remedy; and upon the commencement of judicial proceedings by Agent to enforce any right under this Agreement, Agent shall be entitled as a matter of right against Grantor to such appointment of a receiver, without regard to the adequacy of the security by virtue of this Agreement or any other collateral or to the solvency of Grantor.

(b) Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code as adopted in the State of California, whether or not the Uniform Commercial Code applies to the affected Collateral, and also may (i) require Grantor to, and Grantor hereby agrees that at its expense and upon request of Agent it shall forthwith, assemble all or part of the Collateral as directed by Agent and make it available to Agent at such places reasonably convenient to all parties as Agent may designate and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more sales at public or private sales, at any of Agent's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Agent may deem commercially reasonable. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Agent may adjourn any public or private sale from time to time by public announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to be which it was so adjourned.

(c) All cash proceeds received by Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral shall be applied as follows:

(i) First, to the payment of all costs and expenses incident to the enforcement of this Agreement, including but not limited to compensation to the agents, contractors and attorneys of Agent;

(ii) Second, to the payment of all other Obligations;  
and

(iii) Third, the remainder, if any, to Grantor or to whomever may be lawfully entitled to receive such remainder; provided, however, that Grantor shall remain liable to Agent and the Lenders, as applicable, for any deficiency in the Obligations

remaining after the application of such proceeds as provided in this Section 13(d); and, provided further, that nothing herein contained shall in any way limit or restrict the Lenders' rights to proceed directly against Grantor without first causing Agent to exhaust, or in any manner to exercise its rights in respect of, the Collateral.

(d) The Lenders, or any of them, shall have the right to become the purchaser at any public sale made pursuant to the provisions of this Section 13 and shall have the right to credit against the amount of the bid made therefor the amount payable to the purchasing Lender or Lenders out of the net proceeds of such sale. Recitals contained in any conveyance to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including, without limitation, nonpayment of the Obligations and advertisement and conduct of such sale in the manner provided herein. Grantor does hereby ratify and confirm all legal acts that Agent may do in carrying out the provisions of this Agreement.

(e) Any sale of the Collateral or any part thereof pursuant to the provisions of this Section 13 shall operate to divest all right, title, interest, claim and demand of Grantor in and to the Property sold and shall be a perpetual bar against Grantor. Nevertheless, if requested by Agent so to do, Grantor shall join in the execution, acknowledgement and delivery of all proper conveyances, assignments and transfers of the Property so sold. It shall not be necessary for Agent to have physically present or constructively in its possession any of the Collateral at any such sale, and Grantor shall deliver all of the Collateral to the purchaser at such sale on the date of sale and, if it should be impossible or impracticable then to take actual delivery of the Collateral, the title and right of possession to the Collateral shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered. Grantor agrees that if Grantor retains possession of the Property or any part thereof subsequent to such sale, Grantor shall be considered a tenant at sufferance of the purchaser and shall, if Grantor remains in possession after demand to remove, be guilty of forceful detainer and be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason thereof are hereby expressly waived by Grantor.

(f) Subject to any requirements of applicable law, Grantor agrees that neither Grantor nor any of its Affiliates under its control shall at any time have or assert any right, under any law pertaining to the marshalling of assets, the sale of Property in the inverse order of alienation, the administration of estates of decedents, appraisement, valuation, stay, extension or redemption now or hereafter in force in order to prevent or hinder the rights of Agent or any purchaser of the Collateral or any part

thereof under this Agreement, and Grantor, to the extent permitted by applicable law, hereby waives the benefit of all such laws.

(g) Upon any sale made under the powers of sale herein granted and conferred, the receipt of Agent shall be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and the heirs, devisees, personal representatives, successors and assigns thereof shall not, after paying such purchase money and receiving such receipt of Agent, be obliged to see to the application thereof or be in anywise answerable for any loss, misapplication or nonapplication thereof.

(h) Each and every right, power or remedy hereby granted to Agent or the Lenders is in addition to, and not in derogation of, any right, power or remedy granted by the Loan Agreement or any of the other Loan Documents and shall be cumulative and not exclusive, and each and every right, power or remedy, whether specifically hereby granted or otherwise existing, may be exercised from time to time and as often and in such order as may be deemed expedient by Agent, and the exercise of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by Agent or the Lenders in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing. Any and all covenants in this instrument may from time to time, by an instrument in writing executed in accordance with the provisions of the Loan Agreement, be waived to such extent and in such manner as set forth in such written instrument, but no such waiver shall ever affect or impair Agent's or any Lender's rights hereunder, except to the extent specifically stated in such written instrument.

(i) Notwithstanding the foregoing, Agent and the Lenders agree not to interfere with a lessee's quiet enjoyment of Equipment under a Lease approved by the Lenders, so long, but only so long, as no event of default or termination, and no event which with the giving of notice or lapse of time, or both, would constitute such an event, has occurred under such Lease.

#### SECTION 14. Indemnity and Expenses.

(a) Grantor agrees to indemnify Agent and the Lenders, and each of them, from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from such Person's gross negligence or willful misconduct.

(b) Grantor shall upon demand pay to Agent or any Lender, as the case may be, the amount of any and all reasonable expenses, including the reasonable fees and disbursements of their counsel and or any experts and agents, which the Agent or such Lender may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, sale of, collection from or other realization upon any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Agent hereunder or (iv) the failure by Grantor to perform or observe any of the provisions hereof.

SECTION 15. Amendments; Etc. No amendment or waiver of any provision of this Agreement, nor consent to any departure by Grantor herefrom, shall in any event be effective unless the same shall be in writing and executed in accordance with the Loan Agreement, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 16. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopied or telex communication) and mailed or telegraphed or telecopied or delivered: if to Grantor, at its address at One Market Plaza, Steuart Street Tower, Suite 900, San Francisco, California 94111, Attention: General Counsel (teletype no. (415) 905-7256); and if to Agent, at the Agent's address at Security Pacific Plaza, 50 California Street, 13th Floor San Francisco, California 94111, Attention: California Commercial Group, San Francisco Corporate Office (teletype no. (415) 445-4738) or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this section. All such notices and communications shall, when mailed, telegraphed or telecopied, be effective on receipt or, if sent by telex, when the telex is sent and the appropriate answerback is received.

SECTION 17. Continuing Security Interest; Etc. This Agreement shall create a continuing lien and security interest on and in the Collateral and shall (a) remain in full force and effect until the full and indefeasible payment of the Obligations and performance in full of all of Grantor's obligations hereunder and under any documents or instruments evidencing or relating to any of the Obligations; (ii) be binding upon Grantor, its successors and assigns; provided, however, that Grantor shall not have the right to assign its rights or obligations hereunder or any interest herein except as provided in a writing executed in accordance with the Loan Agreement; and (iii) inure to the benefit of Agent and the Lenders and their respective successors, transferees and assigns. Upon full and indefeasible payment of the Obligations and performance in full of all of Grantor's obligations hereunder and under any documents or

instruments evidencing or relating to any of the Obligations, the lien and security interest granted hereby shall terminate and all rights to the Collateral shall revert to Grantor. Upon any such termination, Agent shall, at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

SECTION 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of California, as applied to contracts entered into by California residents and to be performed entirely within California, except to the extent that the validity or perfection of the security interest hereunder or remedies hereunder in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of California, including federal law. Unless otherwise defined herein, terms used in Division 9 of the Uniform Commercial Code as adopted in the State of California are used herein as therein defined.

SECTION 19. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

SECTION 20. Releases. No release from the lien of this Agreement of any part of the Collateral by Agent or the Lenders shall in anywise alter, vary or diminish the force, effect or lien of this Agreement on the balance of the Collateral.

SECTION 21. Subrogation. This Agreement is made with full substitution and subrogation of Agent, for the benefit of itself and the other Lenders, in and to all covenants and warranties by others heretofore given or made in respect of the Collateral or any part thereof.

SECTION 22. Nature of Agreement. This Agreement will be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, or security agreement, and from time to time as any one or more thereof as is appropriate under applicable State law.

SECTION 23. Counterparts. This Agreement may be signed in any number of counterparts, and by different parties hereto in separate counterparts, with the same effect as if the signatures to each such counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

SECTION 24. Headings. The section headings used in this Agreement are intended principally for convenience and shall not, by themselves, determine the rights and obligations of the parties to this Agreement.

SECTION 25. Entire Agreement. This Agreement, the Loan Agreement, the Note, the other Loan Documents and all documents or instruments delivered or to be delivered to Agent or the Lenders, hereunder or thereunder, as the case may be, contain all of the terms and conditions agreed upon by the parties relating to the subject matter of this Agreement and supersede any and all prior and contemporaneous agreements, negotiations, correspondence, understandings and communications of the parties, whether oral or written, respecting that subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

PLM INTERNATIONAL, INC.

By:   
Printed Name: \_\_\_\_\_  
Title: VP

SECURITY PACIFIC NATIONAL BANK, for  
itself and as Agent for the benefit  
of the Lenders

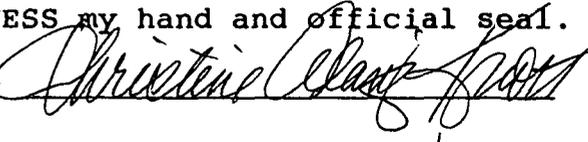
By:   
Printed Name: \_\_\_\_\_  
Title: VP

State of California )  
City and County of )  
San Francisco )

On July 24, 1991, before me, CHRISTINE ALANIZ KNOTT,  
personally appeared STEPHEN POCHOS  
~~personally known to me~~ (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed  
to the within instrument and acknowledged to me that his  
authorized capacity, and that by his signature on the instrument  
the person, or the entity upon behalf of which the person acted,  
executed the instrument.

WITNESS my hand and official seal.

Signature



(Seal)

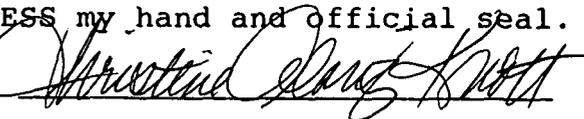


State of California )  
City and County of )  
San Francisco )

On July 24, 1991, before me, CHRISTINE ALANIZ KNOTT,  
personally appeared MARC L. HYMAN  
personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed  
to the within instrument and acknowledged to me that his  
authorized capacity, and that by his signature on the instrument  
the person, or the entity upon behalf of which the person acted,  
executed the instrument.

WITNESS my hand and official seal.

Signature



(Seal)



SCHEDULE A

Second Amended and Restated  
Security Agreement

(Lenders)

Security Pacific National Bank

Bank of America, NT & SA

CIBC, Inc.

Harris Trust and Savings Bank

Manufacturers Hanover Trust Company

# SCHEDULE...*β*...

07/22/91

## LIST OF CARS IN 950

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PLMX	488356	CONSOLIDATED GRAIN	1
PLMX	488357	CONSOLIDATED GRAIN	1
PLMX	488358	CONSOLIDATED GRAIN	1
PLMX	488359	CONSOLIDATED GRAIN	1
PLMX	488360	CONSOLIDATED GRAIN	1
PLMX	488361	CONSOLIDATED GRAIN	1
PLMX	488362	CONSOLIDATED GRAIN	1
PLMX	488363	CONSOLIDATED GRAIN	1
PLMX	488364	CONSOLIDATED GRAIN	1
PLMX	488365	CONSOLIDATED GRAIN	1
PLMX	488366	CONSOLIDATED GRAIN	1
PLMX	490029	CONTINENTAL GRAIN	1
PLMX	490045	CONTINENTAL GRAIN	1
PLMX	490049	CONTINENTAL GRAIN	1
PLMX	11336	CP RAIL	1
PLMX	6231	DOW CHEMICAL COMPANY	1
PLMX	6232	DOW CHEMICAL COMPANY	1
PLMX	6235	DOW CHEMICAL COMPANY	1
PLMX	6241	DOW CHEMICAL COMPANY	1
PLMX	6224	GE PLASTICS INC	1
PLMX	6226	GE PLASTICS INC	1
PLMX	6242	GE PLASTICS INC	1
PLMX	6247	GE PLASTICS INC	1
SP	513350	GREENBRIER LEASING	1
SP	513351	GREENBRIER LEASING	1
SP	513352	GREENBRIER LEASING	1
SP	513353	GREENBRIER LEASING	1
SP	513354	GREENBRIER LEASING	1
SP	513355	GREENBRIER LEASING	1
SP	513356	GREENBRIER LEASING	1
SP	513357	GREENBRIER LEASING	1
SP	513358	GREENBRIER LEASING	1
SP	513359	GREENBRIER LEASING	1
SP	513360	GREENBRIER LEASING	1
PLMX	490027	JOSEPH E SEAGRAMS	1
PLMX	490044	JOSEPH E SEAGRAMS	1
PLMX	490051	JOSEPH E SEAGRAMS	1
PLMX	490052	JOSEPH E SEAGRAMS	1
PLMX	490066	JOSEPH E SEAGRAMS	1
PLMX	490070	JOSEPH E SEAGRAMS	1
PLMX	490072	JOSEPH E SEAGRAMS	1
PLMX	15005	KOPPERS COMPANY INC	1
SLC	11155	SAN LUIS CENTRAL	1
SLC	11156	SAN LUIS CENTRAL	1
SLC	11157	SAN LUIS CENTRAL	1
SLC	11158	SAN LUIS CENTRAL	1

SLC	11159	SAN LUIS CENTRAL	1
SLC	11160	SAN LUIS CENTRAL	1
SLC	11161	SAN LUIS CENTRAL	1
SLC	11162	SAN LUIS CENTRAL	1
SLC	11163	SAN LUIS CENTRAL	1
SLC	11164	SAN LUIS CENTRAL	1
SLC	11680	SAN LUIS CENTRAL	1
PLMX	12085	SAN LUIS CENTRAL	1
PLMX	12086	SAN LUIS CENTRAL	1
PLMX	12087	SAN LUIS CENTRAL	1
PLMX	12088	SAN LUIS CENTRAL	1
PLMX	12089	SAN LUIS CENTRAL	1
PLMX	12091	SAN LUIS CENTRAL	1
PLMX	12092	SAN LUIS CENTRAL	1
PLMX	12093	SAN LUIS CENTRAL	1
PLMX	12094	SAN LUIS CENTRAL	1
PLMX	12096	SAN LUIS CENTRAL	1
PLMX	12097	SAN LUIS CENTRAL	1
PLMX	12098	SAN LUIS CENTRAL	1
PLMX	12099	SAN LUIS CENTRAL	1
PLMX	12100	SAN LUIS CENTRAL	1
PLMX	12101	SAN LUIS CENTRAL	1
PLMX	12102	SAN LUIS CENTRAL	1
PLMX	12104	SAN LUIS CENTRAL	1
PLMX	12105	SAN LUIS CENTRAL	1
PLMX	12106	SAN LUIS CENTRAL	1
PLMX	12107	SAN LUIS CENTRAL	1
PLMX	12108	SAN LUIS CENTRAL	1
PLMX	12109	SAN LUIS CENTRAL	1
PLMX	12113	SAN LUIS CENTRAL	1
PLMX	12114	SAN LUIS CENTRAL	1
PLMX	12115	SAN LUIS CENTRAL	1
PLMX	12630	SAN LUIS CENTRAL	1
PLMX	12641	SAN LUIS CENTRAL	1
PLMX	12700	SAN LUIS CENTRAL	1
PLMX	12701	SAN LUIS CENTRAL	1
PLMX	12703	SAN LUIS CENTRAL	1
PLMX	12704	SAN LUIS CENTRAL	1
PLMX	12705	SAN LUIS CENTRAL	1
PLMX	12706	SAN LUIS CENTRAL	1
PLMX	12707	SAN LUIS CENTRAL	1
PLMX	12712	SAN LUIS CENTRAL	1
PLMX	12713	SAN LUIS CENTRAL	1
PLMX	12714	SAN LUIS CENTRAL	1
PLMX	12715	SAN LUIS CENTRAL	1
PLMX	512042	SAN LUIS CENTRAL	1
PLMX	512044	SAN LUIS CENTRAL	1
PLMX	512046	SAN LUIS CENTRAL	1
PLMX	512047	SAN LUIS CENTRAL	1
PLMX	512050	SAN LUIS CENTRAL	1
PLMX	512051	SAN LUIS CENTRAL	1
PLMX	512052	SAN LUIS CENTRAL	1
PLMX	512058	SAN LUIS CENTRAL	1
PLMX	512059	SAN LUIS CENTRAL	1
PLMX	512065	SAN LUIS CENTRAL	1
PLMX	512066	SAN LUIS CENTRAL	1
PLMX	70229	SANTEE COOPER/SO.C.	1
PLMX	70231	SANTEE COOPER/SO.C.	1
PLMX	70232	SANTEE COOPER/SO.C.	1
PLMX	70233	SANTEE COOPER/SO.C.	1

PLMX	70234	SANTEE COOPER/SO.C.	1
PLMX	70235	SANTEE COOPER/SO.C.	1
PLMX	70236	SANTEE COOPER/SO.C.	1
PLMX	70238	SANTEE COOPER/SO.C.	1
PLMX	70239	SANTEE COOPER/SO.C.	1
PLMX	490038	SOO LINE RR	1
TGSX	11131	TEXASGULF INC	1
TGSX	11133	TEXASGULF INC	1
TGSX	12318	TEXASGULF INC	1
TGSX	12592	TEXASGULF INC	1
TGSX	12601	TEXASGULF INC	1
PLMX	11045	Tg SODA ASH INC	1
PLMX	11079	Tg SODA ASH INC	1
PLMX	12095	Tg SODA ASH INC	1
PLMX	12103	Tg SODA ASH INC	1
FLMX	12110	Tg SODA ASH INC	1
PLMX	12111	Tg SODA ASH INC	1
FLMX	12112	Tg SODA ASH INC	1
PLMX	12629	Tg SODA ASH INC	1
FLMX	12639	Tg SODA ASH INC	1
FLMX	12642	Tg SODA ASH INC	1
FLMX	12702	Tg SODA ASH INC	1
FLMX	12708	Tg SODA ASH INC	1
FLMX	12709	Tg SODA ASH INC	1
PLMX	12710	Tg SODA ASH INC	1
FLMX	12711	Tg SODA ASH INC	1
PLMX	12716	Tg SODA ASH INC	1
FLMX	12717	Tg SODA ASH INC	1
PLMX	12718	Tg SODA ASH INC	1
FLMX	17000	Tg SODA ASH INC	1
PLMX	17001	Tg SODA ASH INC	1
FLMX	17002	Tg SODA ASH INC	1
FLMX	17003	Tg SODA ASH INC	1
FLMX	17004	Tg SODA ASH INC	1
FLMX	17005	Tg SODA ASH INC	1
FLMX	17006	Tg SODA ASH INC	1
FLMX	17007	Tg SODA ASH INC	1
FLMX	17008	Tg SODA ASH INC	1
PLMX	17009	Tg SODA ASH INC	1
PLMX	17010	Tg SODA ASH INC	1
PLMX	17011	Tg SODA ASH INC	1
PLMX	17012	Tg SODA ASH INC	1
FLMX	17013	Tg SODA ASH INC	1
FLMX	17014	Tg SODA ASH INC	1
FLMX	490000	Tg SODA ASH INC	1
FLMX	490001	Tg SODA ASH INC	1
FLMX	490002	Tg SODA ASH INC	1
FLMX	490003	Tg SODA ASH INC	1
FLMX	490004	Tg SODA ASH INC	1
PLMX	490005	Tg SODA ASH INC	1
PLMX	490006	Tg SODA ASH INC	1
FLMX	490007	Tg SODA ASH INC	1
PLMX	490008	Tg SODA ASH INC	1
FLMX	490009	Tg SODA ASH INC	1
FLMX	490010	Tg SODA ASH INC	1
FLMX	490011	Tg SODA ASH INC	1
FLMX	490012	Tg SODA ASH INC	1
PLMX	490013	Tg SODA ASH INC	1
PLMX	490014	Tg SODA ASH INC	1
PLMX	490015	Tg SODA ASH INC	1

PLMX	490016	Tg SODA ASH INC	1
PLMX	490018	Tg SODA ASH INC	1
PLMX	490019	Tg SODA ASH INC	1
PLMX	490022	Tg SODA ASH INC	1
PLMX	490023	Tg SODA ASH INC	1
PLMX	490024	Tg SODA ASH INC	1
PLMX	512043	Tg SODA ASH INC	1
PLMX	512045	Tg SODA ASH INC	1
PLMX	512048	Tg SODA ASH INC	1
PLMX	512049	Tg SODA ASH INC	1
PLMX	512053	Tg SODA ASH INC	1
PLMX	512055	Tg SODA ASH INC	1
PLMX	512056	Tg SODA ASH INC	1
PLMX	512057	Tg SODA ASH INC	1
PLMX	512062	Tg SODA ASH INC	1
PLMX	6225	TRANSPORTATION EQUIP	1
PLMX	6227	TRANSPORTATION EQUIP	1
PLMX	6229	TRANSPORTATION EQUIP	1
PLMX	6230	TRANSPORTATION EQUIP	1
PLMX	6233	TRANSPORTATION EQUIP	1
PLMX	6234	TRANSPORTATION EQUIP	1
PLMX	6236	TRANSPORTATION EQUIP	1
PLMX	6237	TRANSPORTATION EQUIP	1
PLMX	6238	TRANSPORTATION EQUIP	1
PLMX	6239	TRANSPORTATION EQUIP	1
PLMX	6240	TRANSPORTATION EQUIP	1
PLMX	6244	TRANSPORTATION EQUIP	1
PLMX	6245	TRANSPORTATION EQUIP	1
PLMX	6246	TRANSPORTATION EQUIP	1
PLMX	6248	TRANSPORTATION EQUIP	1
PLMX	65666	TRANSPORTATION EQUIP	1
PLMX	65669	TRANSPORTATION EQUIP	1
PLMX	65674	TRANSPORTATION EQUIP	1
PLMX	5001	UNION PACIFIC RR	1
PLMX	5002	UNION PACIFIC RR	1
PLMX	5003	UNION PACIFIC RR	1
PLMX	5004	UNION PACIFIC RR	1
PLMX	5006	UNION PACIFIC RR	1
PLMX	5008	UNION PACIFIC RR	1
PLMX	5009	UNION PACIFIC RR	1
PLMX	5010	UNION PACIFIC RR	1
PLMX	5037	UNION PACIFIC RR	1
PLMX	5038	UNION PACIFIC RR	1
PLMX	5039	UNION PACIFIC RR	1
PLMX	5042	UNION PACIFIC RR	1
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PLMX	5048	UNION PACIFIC RR	1
PLMX	5057	UNION PACIFIC RR	1
PLMX	5059	UNION PACIFIC RR	1
PLMX	5062	UNION PACIFIC RR	1
PLMX	5063	UNION PACIFIC RR	1
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PLMX	5065	UNION PACIFIC RR	1
PLMX	5066	UNION PACIFIC RR	1
PLMX	5069	UNION PACIFIC RR	1
PLMX	5070	UNION PACIFIC RR	1
PLMX	5071	UNION PACIFIC RR	1

PLMX	5072	UNION PACIFIC RR	1
PLMX	5073	UNION PACIFIC RR	1
PLMX	5074	UNION PACIFIC RR	1
PLMX	5075	UNION PACIFIC RR	1
PLMX	5076	UNION PACIFIC RR	1
PLMX	5078	UNION PACIFIC RR	1
PLMX	5079	UNION PACIFIC RR	1
PLMX	5080	UNION PACIFIC RR	1
PLMX	5082	UNION PACIFIC RR	1
PLMX	5085	UNION PACIFIC RR	1
PLMX	5086	UNION PACIFIC RR	1
PLMX	5089	UNION PACIFIC RR	1
PLMX	5090	UNION PACIFIC RR	1
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PLMX	5096	UNION PACIFIC RR	1
PLMX	5102	UNION PACIFIC RR	1
PLMX	5103	UNION PACIFIC RR	1
PLMX	5104	UNION PACIFIC RR	1
PLMX	11081	UNION PACIFIC RR	1
PLMX	11337	UNION PACIFIC RR	1
PLMX	11816	UNION PACIFIC RR	1
PLMX	12270	UNION PACIFIC RR	1
PLMX	12349	UNION PACIFIC RR	1
PLMX	12374	UNION PACIFIC RR	1
PLMX	12602	UNION PACIFIC RR	1
PLMX	12622	UNION PACIFIC RR	1
PLMX	487037	UNION PACIFIC RR	1
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PLMX	488343	UNION PACIFIC RR	1
PLMX	488344	UNION PACIFIC RR	1
PLMX	488345	UNION PACIFIC RR	1
PLMX	488346	UNION PACIFIC RR	1
UTLX	65665	UNION TANK CAR CO	1
UTLX	65667	UNION TANK CAR CO	1
UTLX	65668	UNION TANK CAR CO	1
UTLX	65670	UNION TANK CAR CO	1
UTLX	65671	UNION TANK CAR CO	1
UTLX	65672	UNION TANK CAR CO	1
UTLX	65673	UNION TANK CAR CO	1
PLMX	490047	ZSHOP-TRAN/OELW	1
PLMX	5005	ZSTRG-CNW/STORAG	1

PLMX	5040	ZSTRG-CNW/STORAG	1
PLMX	5043	ZSTRG-CNW/STORAG	1
PLMX	5058	ZSTRG-CNW/STORAG	1
PLMX	5060	ZSTRG-CNW/STORAG	1
PLMX	5061	ZSTRG-CNW/STORAG	1
PLMX	5091	ZSTRG-CNW/STORAG	1
PLMX	12626	ZSTRG-GLENCO/NE	1
PLMX	12627	ZSTRG-GLENCO/NE	1
PLMX	12628	ZSTRG-TRAN/OELW	1
PLMX	12631	ZSTRG-TRAN/OELW	1
PLMX	12640	ZSTRG-TRAN/OELW	1
PLMX	12644	ZSTRG-TRAN/OELW	1
PLMX	12646	ZSTRG-TRAN/OELW	1
PLMX	12651	ZSTRG-TRAN/OELW	1
PLMX	12655	ZSTRG-TRAN/OELW	1
TOTAL NUMBER OF CARS			614