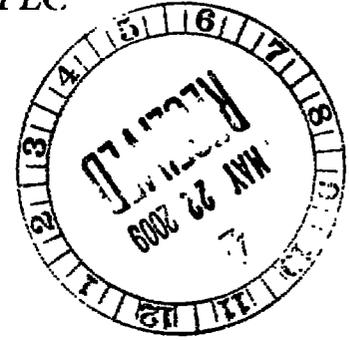


MAY 22 '09

2-09 PM

APPERSON, CRUMP & MAXWELL, PLC ~~SURFACE TRANSPORTATION BOARD~~

May 14, 2009

**VIA REGULAR U.S. MAIL**

Secretary, Surface Transportation Board
Washington, DC 20423

Dear Secretary:

I have enclosed an original and one certified, true copy of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a security agreement; a primary document, dated May 1, 2008. The names and addresses of the parties to the documents are as follows: Mortgagor/Debtor: Memphis Transportation Museum, attn: Patrick Plemons, 125 N. Rowlett, Collierville, TN 38017; and Mortgagee/Lender: Marshall W. Criss and Thomas P. Powell, III, 3315 Windemere Lane, Memphis, TN 38125.

A description of the equipment covered by the document follows, with a more specific description attached to the document: a series of eleven (11) railcars of various names and construction dates. A fee of **FORTY-ONE AND 00/100 DOLLARS (\$41.00)**, as required by 49 CFR § 1002.2(f)(83) is enclosed to cover the recording costs. Please return the original and any extra copies not needed by the Board for recordation to the undersigned at 6000 Poplar Avenue, Suite 400, Memphis, Tennessee 38119. A short summary of the document to appear in the index follows: Railcar Security Agreement by and among Memphis Transportation Museum, Mortgagor/Debtor, and Marshall W. Criss and Thomas P. Powell, III, Mortgagee/Lender, dated May 1, 2008, and covering eleven (11) railcars.

Should you have any questions, please do not hesitate to contact me at (901) 756-6300.

Very truly yours,

M. Wayne Mink, Jr.
M. Wayne Mink, Jr.

6000 Poplar Avenue
Suite 400
Memphis, TN 38119-5972

Memphis Address
PO Box 172196
Memphis, TN 38187-2196

901 756-6300
901 757 1296 fax

www.appersoncrump.com

Cary K. Smith
Robert L. Dinkelspiel
Thomas R. Buckner
Bruce M. Smith
Louis J. Miller
Richard J. Myers
Bruce M. Kahn
Robin H. Rasmussen
Jerome A. Broadhurst
Christine Worley Stepaers
Barry J. McWhorter
Amy H. Cannon
William King, Sr.

C. Philip M. Campbell
Karen M. Campbell
Janice C. Clark
Charrnanc G. Clayton
Ernie G. Elisor, III
Jeanne M. Kosciolok
Jera Ruan Kostakes
Mona Mansour
M. Wayne Mink, Jr.
Brett A. Schubert
Michelle S. Strocher
Evan W. Thompson

Of Counsel:
John B. Maxwell, Jr.
Henry I. Klein
James Thomas Lowry
Thomas M. Tweed
Charles D. Reaves

Retired:
Charles M. Calf Crump
* U.S. District Court
* Tennessee Supreme Court Rule 31
* District of Columbia
* Florida
* Mississippi
* Missouri
* New York
* Washington
* Virginia
* Florida
* Arizona
* Wyoming
* District of Columbia
* Massachusetts

MAY 22 '09

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RAILCAR SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS RAILCAR SECURITY AGREEMENT (this "Agreement") is made as of this 1st day of May, 2008, by and among **MARSHALL W. CRISS** ("Criss"); **THOMAS P. POWELL, III** ("Powell") (Criss and Powell, collectively being "Secured Party") and **MEMPHIS TRANSPORTATION MUSEUM**, a Tennessee non-profit corporation ("MTM" or "Debtor").

WITNESSETH:

WHEREAS, MTM is justly indebted to Secured Party in the original principal amount of \$550,000.00) (the "Indebtedness") plus interest thereon, as evidenced by that certain Agreement (as amended, the "Agreement"), dated November 27, 2006, as amended by that certain First Amendment to Agreement, dated May 1, 2008; and

WHEREAS, MTM owns those certain railcars (the "Railcars"), more particularly described on **EXHIBIT "A"**, attached hereto and made a part hereof; and

WHEREAS, as provided in the Agreement and as an inducement for Secured Party not to demand immediate payment of the Indebtedness, MTM has granted Secured Party a security interest in the Railcars which is memorialized by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and accurate.
2. **Grant of Security Interest**. As security for the obligations specified in Section 3 hereof, MTM hereby grants to Secured Party and each of Secured Party's successors, endorsees and assignees a continuing security interest in all of its right, title and interest in and to the following described property, together with any and all proceeds, distributions, increases, substitutions, replacements, repairs, additions and accessions thereof and thereto, all of the foregoing being hereinafter collectively referred to as the "Collateral". With respect to each particular item of Collateral, the security interest herein granted shall attach immediately upon MTM's execution hereof:
 - a. **Railcars**. The Railcars owned by MTM and designated on **EXHIBIT "A"**, attached hereto and made a part hereof.
 - b. **Proceeds, Substitutions, etc.** To the extent not included in the items of Collateral set forth above, any and all proceeds, substitutions, replacements, repairs, additions and accessions to or of such items of Collateral including, without limitation, all insurance and the proceeds thereof, all condemnation proceeds or the proceeds of any other form of taking thereof and all equipment, inventory, accounts, general intangibles, contract rights, documents, instruments, chattel paper, money, deposit accounts and other tangible or intangible property received upon the sale or disposition of any of the foregoing now existing or herein arising.
3. **Security for Obligations**. This Agreement secures and the Collateral is security for, the prompt payment or performance in full and when due, whether at stated maturity, by acceleration or

otherwise, of all obligations now or hereafter arising under the Agreement or payment of fees, expenses or otherwise, and all obligations of Debtor now or hereafter arising under this Agreement (all such obligations being the "Secured Obligations").

4. **Representations and Warranties of Debtor.** Debtor hereby represents and warrants to Secured Party that:

a. **Status of Debtor.** Debtor has the requisite power and authority to own its assets and to transact the business in which it is presently engaged and in which it proposes to engage and to grant to Secured Party the security interests in the Collateral as herein provided.

b. **Binding Agreement.** This Agreement has been duly authorized and constitutes the legal, valid, and binding obligation of Debtor and is enforceable against Debtor in accordance with its terms.

c. **No Default or Required Consent.** Neither the execution and delivery of this Agreement by Debtor nor the effectuation by Secured Party of any of its rights and remedies hereunder, whether upon default or otherwise, will result in a breach of, or constitute a default under the bylaws of MTM or any agreement or instrument to which Debtor is a party or by which any of the Collateral is bound, nor violate any law or any rule or regulation of any administrative agency, or any order, writ, injunction or decree of any court or administrative agency, nor does any of the foregoing require the consent of any person, entity or governmental agency or any notice or filing with any governmental or regulatory body (except as may be required in connection with any sale or disposition of the Collateral by laws affecting the offering and sale of securities generally).

d. **Enforceability of Collateral.** Debtor's rights to the Collateral are genuine and enforceable and are not subject to any defense, offset, counterclaim or contingency whatsoever.

e. **Title to Collateral.** Except for the security interest granted herein, Debtor has, and will at all times during the term hereof have, good and marketable title to all and every part of the Collateral, free and clear of any mortgage, pledge, lien, security interest, encumbrance, adverse claim, conditional sales contract, lease or other title retention agreement.

f. **Priority.** Upon the execution and delivery of this Agreement by Debtor and the filing of appropriate financing statements with the U.S. Department of Transportation's Surface Transportation Board (the "STB") and other proper governmental agencies, or, if applicable, upon Secured Party's taking possession of the Collateral, Secured Party shall have a perfected security interest in and to the Collateral and shall have first priority for the full amount of all of the Secured Obligations.

g. **No Litigation.** There is no action, legal, administrative or other proceeding pending or threatened against Debtor's title to the Collateral or against Debtor's grant of a security interest therein hereunder, nor does Debtor know of any basis for the assertion of any such claim.

h. **Location of Debtor's Records.** The principal place of business of Debtor in the State of Tennessee and the place where Debtor keeps its books and records concerning the Collateral is and will remain Memphis Transportation Museum, 125 N. Rowlett*, or such other address as Debtor may designate in writing to Lender pursuant to Section 5(b). *Collierville, TN 38017

5. **Affirmative covenants:**

a. **Financing Statements; Further Documents.** Debtor shall concurrently herewith and from time to time at the request of Secured Party, whether before or after the occurrence of an Event of Default, execute and deliver to Secured Party such filings with the STB, UCC-1 financing statements, amendments thereto, continuation statements and other agreements, instruments and documents as Secured Party may request, in form and substance satisfactory to Secured Party, showing Debtor, as debtor, and Secured Party, as secured party, and Debtor shall do such other acts and things as Secured Party shall deem necessary or desirable, in order to create, perfect, continue and preserve Secured Party's security interests in the Collateral and to preserve the priority thereof. Debtor hereby authorizes Secured Party, at any time and from time to time, to file and/or record any such financing statements, amendments, continuation statements, fixture filings, agreements, instruments and documents without the signature of Debtor (where permitted by law).

b. **Protection of Security and Legal Proceedings.** Debtor shall, at its own expense, take any and all actions necessary to preserve, protect and defend the security interests of Secured Party in the Collateral and the perfection and priority thereof against all adverse claims, including appearing in and defending any and all actions and proceedings which purport to affect any of the foregoing. Debtor shall promptly reimburse Secured Party for all sums, including costs, expenses and actual attorney's fees, which Secured Party may pay or incur in defending, protecting or enforcing its security interests in the Collateral or perfection or the priority thereof.

c. **Other Documents.** Debtor shall promptly deliver to Secured Party such documents and information pertaining to the status or condition of the Partnership, the Collateral and Secured Party's security interests therein as Secured Party may request from time to time.

6. **Negative Covenants.** Debtor covenants that so long as any Secured Obligation remains outstanding, without the prior written consent of Secured Party:

a. **Sale or Hypothecation of Collateral.** Debtor shall not directly or indirectly, whether voluntarily or involuntarily, by operation of law or otherwise: (i) sell, assign, transfer, exchange, lease, lend or dispose of any of the Collateral, or any of Debtor's rights therein; nor (ii) cause suffer or permit any of the Collateral, or any of Debtor's rights therein, to be affected by any encumbrance, security interest or adverse claim of any kind or nature whatsoever, except:

- i. the security interests in favor of Secured Party;
- ii. inchoate or statutory liens for taxes which have not been assessed and which are not delinquent or, if assessed, are being contested in good faith by appropriate proceedings and provided that, in any such case, the effect of such proceedings is to stay the enforcement of such liens; and
- iii. other liens as may from time to time be expressly permitted in writing by Secured Party.

The inclusion of "proceeds" as a component of the Collateral shall not be deemed a consent by Secured Party to any sale or disposition of all or any part of the Collateral.

7. **Rights of Debtor with Respect to Collateral.**

a. **No Event of Default.** So long as no Event of Default shall have occurred:

i. Debtor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Collateral, or any part thereof, for any purpose not inconsistent with the terms of this Agreement, provided, however, that Debtor shall not exercise or refrain from exercising any such right if it would result in an Event of Default; and, provided further, that Debtor shall notify Secured Party in writing of any such proposed action at least five (5) business days prior to taking the same; and

8. **Events of Default.** The occurrence of any of the following shall constitute an event of default ("Event of Default") hereunder:

a. **Default under the Agreement, etc.** The default in the prompt and complete payment and performance of the Indebtedness pursuant to the Agreement; the default in the prompt and complete payment and performance of any term, condition or covenant in favor of Secured Party contained in this Agreement or in any other agreement or instrument delivered pursuant thereto or hereto; or the occurrence of any other event of default specified in any of the foregoing agreements or instruments; in each such case where such default is not cured within any grace period which may be granted in any such agreement or instrument with respect to such default or, if no specific grace period is granted with respect to such default, where such default is not cured within ten (10) days after written notice thereof from Secured Party or any successor in interest thereto.

b. **Bankruptcy.** The insolvency, failure in business, or appointment of a receiver to take charge of the business or property of Debtor or the commission of an act of bankruptcy, the making of a general assignment for the benefit of creditors or the filing of any petition in bankruptcy by or against any such party or for relief under the federal bankruptcy laws, as amended, or under any other laws, whether federal or state, for the relief of debtors, now or hereafter existing, unless the same is dismissed within thirty (30) days after the filing thereof.

c. **Liens on Collateral.** The initiation of steps by any third party to obtain a lien, levy or writ of attachment or garnishment upon any or all of the Collateral or substantially all of any of the other property of Debtor or to affect any of the Collateral or any such other property by other legal process, unless the same is dismissed within thirty (30) days after the initiation thereof.

d. **Certain Transfers.** The transfer of property by Debtor under circumstances which would entitle a trustee in bankruptcy or similar fiduciary to avoid such transfer under the federal bankruptcy laws, as amended, or under any other laws, whether federal or state, for the relief of debtors, now or hereafter existing.

9. **Remedies upon Default.** If any Event of Default shall occur and be continuing:

a. **Acceleration of Indebtedness.** Secured Party may declare any or all Secured Obligations, or any part thereof, to be immediately due and payable without demand or notice and proceed to collect the same.

b. **Other Rights and Remedies.** Secured Party 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 under the Uniform Commercial Code (the "Code") in effect in the State of Tennessee at that time, and Secured Party may also, without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board, or at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Secured Party, in its sole and absolute discretion, may deem commercially reasonable. Debtor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to Debtor 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. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Debtor hereby waives any claims against Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree, and in all events such sale shall be deemed to be commercially reasonable. At any such public or private sale, Secured Party may be the purchaser of the Collateral.

c. **Application of Proceeds.** Any cash held by Secured Party as Collateral and all cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral may, in the direction of Secured Party, be held by Secured Party as collateral for, and/or then or at any time thereafter applied in whole or in part by Secured Party against, all or any part of the Secured Obligations in such order as Secured Party shall elect. Any surplus of such cash or cash proceeds held by Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive such surplus. In like manner, Debtor shall pay to Secured Party, without demand, whatever amount of the Secured Obligations remains unpaid after the Collateral has been sold and the proceeds applied as aforesaid, together with interest thereon from the date of demand at the highest rate specified in the Agreement, which interest shall also constitute a part of the Secured Obligations.

d. **Termination of Commitment.** Secured Party may terminate any agreement or commitment of Secured Party for the granting of further credit to Debtor.

e. **Rights and Remedies Cumulative.** Secured Party shall not be obligated to resort to its rights or remedies with respect to any other security for the Secured Obligations before resorting to its rights and remedies against Debtor hereunder. All rights and remedies of Secured Party shall be cumulative and not in the alternative.

10. **Secured Party May Perform.** If Debtor fails to perform any agreement contained herein, Secured Party may itself perform or cause the performance of such agreement, and the expenses of Secured Party incurred in connection therewith, plus interest at the maximum rate permitted by law from the date of such advance to the date of reimbursement, shall be payable by Debtor. However, nothing in this Agreement shall obligate Secured Party to act.

11. **Secured Party Appointed Attorney-in-Fact.** Debtor hereby appoints Secured Party Debtor's attorney-in-fact with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time, whether before or after an Event of Default, in Secured Party's sole and absolute discretion to take any action and to execute any instrument which Secured Party may deem

necessary or advisable to accomplish the purposes of this Agreement including, without limitation, to receive, indorse and collect all instruments made payable to Debtor representing any payment, dividend or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

12. **Reasonable Care.** Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which Secured Party accords its own property. It is understood that Secured Party shall not have responsibility for: (a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not Secured Party has or is deemed to have knowledge of such matters; or (b) taking any necessary steps to preserve rights against any parties with respect to any Collateral.

13. **No Partner.** Notwithstanding anything to the contrary contained herein, neither Secured Party nor any successor-in-interest shall be deemed to be a partner of MTM or Southern for any purposes.

14. **Liability and Indemnification.** Secured Party shall not be liable to Debtor for any act or omission by Secured Party unless Secured Party's conduct constitutes willful misconduct or gross negligence. Debtor agrees to indemnify and hold Secured Party harmless from and against all losses, liabilities, claims, damages, costs and expenses (including actual attorney's fees and disbursements) with respect to: (a) any action taken or any omission by Secured Party with respect to this Agreement, provided that Secured Party's conduct does not constitute willful misconduct or gross negligence; and (b) any claims arising out of Debtor's ownership of the Collateral or Secured Party's security interest therein.

15. **Continuing Security Interest; Assignment of Obligations.** This Agreement shall create a continuing security interest in the Collateral and shall: (a) remain in full force and effect until payment in full of the Secured Obligations; (b) be binding upon Debtor, its successors and assigns; (c) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and its successors, transferees and assigns; (d) constitute, along with the Agreement and other related written documents, the entire agreement between Debtor and Secured Party; and (e) be severable in the event that one or more of the provisions herein is determined to be illegal or unenforceable. Without limiting the generality of the foregoing clause (c), Secured Party may assign or otherwise transfer any Secured Obligation to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to Secured Party herein or otherwise. Upon the payment in full of the Secured Obligations, Debtor shall be entitled to the return, upon its request and at its expense, of such of the Collateral as was not sold or otherwise applied pursuant to the terms hereof.

16. **Expenses.** Debtor shall upon demand, pay to Secured Party the amount of any and all expenses, including the fees and expenses of its counsel and of any experts and agents, which Secured Party may incur in connection with: (a) the administration of this Agreement; (b) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral; (c) the exercise or enforcement of any of the rights of Secured Party hereunder; and (d) the failure by Debtor to perform or observe any of the provisions hereof.

17. **Security Interest Absolute.** All rights of Secured Party and security interests hereunder, and all Secured Obligations of Debtor hereunder, shall be absolute and unconditional irrespective of:

- a. any lack of validity or enforceability of the Agreement or any other agreement or instrument relating thereto;

- b. any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of, or any consent to any departure from, the Agreement or any other agreement or instrument relating thereto;
- c. any exchange, release or non-perfection of any other collateral; or
- d. any other circumstance which might otherwise constitute a defense available to, or a discharge of, Debtor or a third party pledgor.

18. **Amendments; Waiver.** No amendment or waiver of any provision of this Agreement nor consent to any departure by Debtor herefrom shall in any event be effective unless the same shall be in writing and signed by Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

19. **Notices.** All notices, demands and requests of any kind which either party may be required or desires to serve upon the other hereunder shall be in writing.

20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. **Return of Collateral.** Subject to any duty imposed by law or otherwise to the holder of any subordinate lien on the Collateral known to Secured Party, and subject to the direction of a court of competent jurisdiction, upon payment in full of the Secured Obligations, Debtor shall be entitled to return of the Collateral in the possession of Secured Party; provided, however, that Secured Party shall not be obligated to return to Debtor or deliver to the holder of any subordinate lien any such Collateral until it is satisfied that all amounts with respect to the Secured Obligations are no longer subject to being recaptured under applicable bankruptcy or insolvency laws or otherwise. The return of Collateral, however effected, shall be without recourse to Secured Party, and Secured Party shall be entitled to receive appropriate documentation to such effect. The return of Collateral shall be affected without representation or warranty and shall not entitle Debtor to any right to any endorsement.

22. **Governing Law; Terms.** This Agreement is to be governed by and construed in accordance with the laws of the State of Tennessee. Unless otherwise defined herein or in the Purchase Agreement, terms defined in the Code are used herein as therein defined.

[THE FOLLOWING PAGES ARE THE SIGNATURE PAGES]

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

MTM:

MEMPHIS TRANSPORTATION MUSUEM,
a Tennessee non-profit corporation

By: [Signature]
Pat Plemons, President

SECURED PARTY:

[Signature]
Thomas P. Powell, III

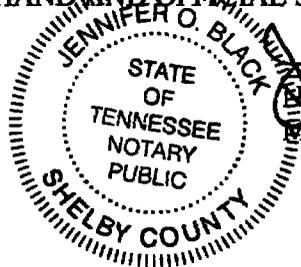
[Signature]
Marshall W. Criss

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for the state and county mentioned, personally appeared Pat Plemons, President of Memphis Transportation Museum, a Tennessee non-profit, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be President of Memphis Transportation Museum, a Tennessee non-profit, the within named bargainor, a corporation, and that such he as such President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its President.

WITNESS MY HAND AND OFFICIAL SEAL at office, as of this 1st day of May, 2008.

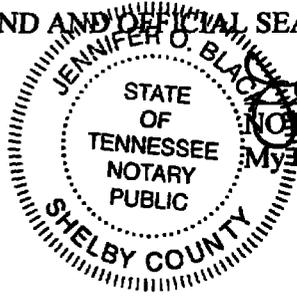
Jennifer O. Black
NOTARY PUBLIC
My Commission Expires: Feb. 28, 2013



STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Thomas P. Powell, III, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 1st day of May, 2008.

The seal is circular with a double-line border. The outer ring contains the text "JENNIFER O. BLACK" at the top and "SHELBY COUNTY" at the bottom. The inner circle contains the text "STATE OF TENNESSEE" at the top, "NOTARY PUBLIC" at the bottom, and "NOTARY PUBLIC" in the center.
Jennifer O. Black
NOTARY PUBLIC
My Commission Expires: Feb. 28, 2013

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Marshall W. Criss to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 1st day of May, 2008.

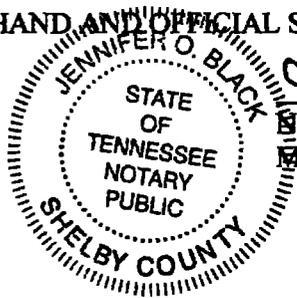
The seal is circular with a double-line border. The outer ring contains the text "JENNIFER O. BLACK" at the top and "SHELBY COUNTY" at the bottom. The inner circle contains the text "STATE OF TENNESSEE" at the top, "NOTARY PUBLIC" at the bottom, and "NOTARY PUBLIC" in the center.
Jennifer O. Black
NOTARY PUBLIC
My Commission Expires: Feb. 28, 2013

EXHIBIT "A"
THE RAILCARS

<u>MTM CAR NO</u>	<u>AMTRAK NO.</u>	<u>PRESENT CAR TYPE</u>	<u>PRESENT CAR NAME</u>	<u>PREVIOUS OWNER & NO</u>	<u>PREVIOUS CAR NAME</u>	<u>BUILDER AND DATE</u>
2606		sleeper	City of Newport News	C&O 2606	City of Newport News	P-S, 1950
3380		diner Dormitory	Dyersburg	AT&SF 1372	Picuris	Budd, 1937
5461		prep kitchen formerly coach		ACL 239 SCL 5461 AMT 5461		P-S, 1949
6404		coach		NYC3131 PC 3606 AMT 6404		P-S, 1946

**EXHIBIT "A"
THE RAILCARS**

<u>MTM CAR NO</u>	<u>AMTRAK NO.</u>	<u>PRESENT CAR TYPE</u>	<u>PRESENT CAR NAME</u>	<u>PREVIOUS OWNER & NO</u>	<u>PREVIOUS CAR NAME</u>	<u>BUILDER AND DATE</u>
769	800260	Diner	Ruth Pidgeon	DL&W 469 EL 769		Budd, 1949
1600	800088	bar/lounge	Everett Pidgeon	WAB 1600 N&W 1600		ACF, 1947
2084	800074	sleeper	Dolly Wurtzburger	NYC1088 CN2084 VIA 2084	St Francis River Riviere Raquette	P-S, 1949
2351	800261	sleeper	Regal Inn	AT&SF 1821 AMT 2351	Regal Inn Regal Inn	P-S, 1950
2361	800331	sleeper	Winston Hoover	AT&SF 1806 AMT 2361	Regal City Regal City	P-S, 1948
2365	800262	sleeper	Rose Orgel	AT&SF 1818 AMT 2365	Regal Hill Regal Hill	P-S, 1947
2367	800200	sleeper	Joseph S. Signalgo	AT&SF 1829 AMT 2367	Regal River Regal River	P-S, 1947