

# VEDDER PRICE

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A PARTNERSHIP INCLUDING VEDDER, PRICE, KAUFMAN & KAMMHOLZ, P.C.  
WITH OFFICES IN CHICAGO, NEW YORK CITY, AND LIVINGSTON, NEW JERSEY

June 27, 2001

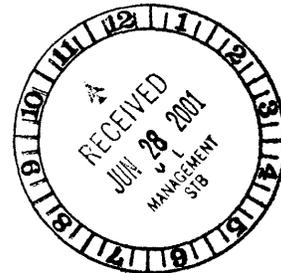
## VIA FEDERAL EXPRESS

Surface Transportation Board  
1925 K Street, NW  
Suite 714  
Washington, DC 20006

RECORDATION NO. 20174-L FILED  
JUL 2 '01 3-44 PM  
TS  
SURFACE TRANSPORTATION BOARD

Attention: Ms. Taleda Stokes

**Re: Rail Logistics Services, Inc.**  
**Client/Matter No. 31236.00.0004**



Dear Ms. Stokes:

Enclosed are two copies of each of the following documents:

1. An Amended and Restated Security Agreement dated as of May 29, 2001 by and between Rail Logistics Services, Inc. and LaSalle Bank National Association; and
2. An Amended and Restated Master Collateral Assignment of Lease dated May 29, 2001 by and between Rail Logistics Services, Inc. and LaSalle Bank National Association.

These documents amend and restate or relate to a primary document titled "Security Agreement" dated as of June 26, 1996, Recordation Number 20174, by and between Rail Logistics Services, Inc. and LaSalle Bank National Association, formerly known as LaSalle National Bank.

The names and addresses of the parties to said Amended and Restated Security Agreement and Amended and Restated Collateral Assignment of Lease are as follows: the Debtor is Rail Logistics Services, Inc., a Delaware corporation whose principal place of business is located at 53 West Jackson Boulevard, Suite 335, Chicago, Illinois 60604; the Secured Party is LaSalle Bank National Association, formerly LaSalle National Bank, a national banking association whose principal place of business is located at 135 South LaSalle Street, Chicago, Illinois 60603.

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Attention: Ms. Taleda Stokes  
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A short summary for each document to appear in the index is as follows:

An Amended and Restated Security Agreement, dated as of May 29, 2001, between Rail Logistics Services, Inc., as the debtor, and LaSalle Bank National Association, as the secured party, evidencing secured party's security interest and lien in certain locomotives known as: (i) PHL Unit 9378; (ii) PHL Unit 9381; (iii) PHL Unit 9363; (iv) PHL Unit 9358; (v) PHL Unit 9326; (vi) Model No. 6628 (Type SD-18); (vii) Model No. 6637 (Type SD-18); (viii) HBC Unit 101; (ix) Model No. 6632 (Type SD-18); (x) Model No. 6636 (Type SD-18); (xi) CNW6626 (Type SD-18); (xii) SD-20-2 locomotive (OHCR 2401); (xiii) EMD SW1200, Road Number 9321; (xiv) EMD SW1200, Road Number 9373; (xv) EMD GP16, Road Number 1607; (xvi) EMD GP16, Road Number 1608; (xvii) EMD GP16, Road Number 1609; (xviii) EMD GP16, Road Number 1610; (xix) EMD GP38-2, Road Number 220; (xx) EMD GP38-2, Road Number 221; (xxi) EMD GP38-2, Road Number 223; (xxii) Model No. IC 8716 (GP 11); (xxiii) Model No. IC 8721 (GP 11); and (xxiv) Model No. IC 8745 (GP 11).

An Amended and Restated Master Collateral Assignment of Lease dated as of May 29, 2001, between Rail Logistics Services, Inc., as the debtor, and LaSalle Bank National Association, as the secured party, evidencing the lease of the following locomotives which leases are pledged as collateral to the secured party: (i) PHL Unit 9378 leased to Pacific Harbor Lines, Inc.; (ii) PHL Unit 9381 leased to Pacific Harbor Lines, Inc.; (iii) PHL Unit 9363 leased to Pacific Harbor Lines, Inc.; (iv) PHL Unit 9358 leased to Pacific Harbor Lines, Inc.; (v) PHL Unit 9326 leased to Pacific Harbor Lines, Inc.; (vi) Model GP-10 Road Number NY 201 (formerly known as OHCR 7589) leased to Louisville & Indiana Railroad Company; (vii) Model No. 6628 (Type SD-18) leased to Pacific Harbor Lines, Inc.; (viii) Model 6637 (Type SD-18) leased to Pacific Harbor Lines, Inc.; (ix) Model 6632 (Type SD-18) leased to Pacific Harbor Lines, Inc.; (x) Model No. 6636 (Type SD-18) leased to Pacific Harbor Lines, Inc.; (xi) HBL Unit 101 leased to Pacific Harbor Lines, Inc.; (xii) Model No. CNW6626 (Type SD-18) leased to Pacific Harbor Lines, Inc.; (xiii) Model No. OHCR2401 (Type SD-20-2) leased to Pacific Harbor Lines, Inc.; (xiv) EMD SW1200, Road Numbers 9321 and 9373 (2 units) leased to Louisville & Indiana Railroad Company; (xv) EMD GP16, Road Numbers 1607, 1608, 1609 and 1610 (4 units) leased to Louisville & Indiana Railroad Company; (xvi) EMD GP38-2, Road Numbers 220, 221 and 223 (3 units) leased to Louisville & Indiana Railroad Company; (xvii) Model IC 8716 (Type GP 11) leased to Louisville & Indiana Railroad Company; (xviii) Model IC 8721 (Type GP 11) leased to Louisville & Indiana Railroad Company; and (xix) Model IC 8745 (Type GP 11) leased to Louisville & Indiana Railroad Company.

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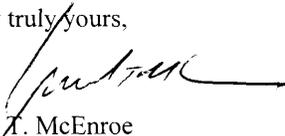
Surface Transportation Board  
Attention: Ms. Taleda Stokes  
June 27, 2001  
Page 3

Enclosed is a check in the amount of \$52.00 payable to the Surface Transportation Board to cover the recording fee prescribed by the Board in its rules and regulations. If this amount is incorrect, please contact me as your earliest convenience and I will send you a check in the correct amount.

Please acknowledge receipt of the enclosed documents by stamping and returning to me the enclosed copy of this letter together with each of (i) the Amended and Restated Security Agreement and (ii) the Amended and Restated Master Collateral Assignment of Leases, each as filed.

If you have any questions with respect to the enclosed documents, please call me collect.

Very truly yours,

  
John T. McEnroe

JTM/is  
Enclosures

RECEIVED this \_\_\_\_\_ day of June, 2001.

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5/24/01

## AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT ("Agreement"), dated as of May 29, 2001, between RAIL LOGISTICS SERVICES, INC., a Delaware corporation having its principal place of business at 53 West Jackson Boulevard, Chicago, Illinois 60604 ("Borrower") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association with its principal place of business at 135 South LaSalle Street, Chicago, Illinois 60603 ("Bank"). Capitalized terms used but not defined herein shall have the meanings assigned to them in that certain Sixth Amended and Restated Promissory Note dated as of May 29, 2001 executed by Borrower for the benefit of Bank (said Promissory Note as the same may be amended from time to time, the "Loan Agreement").

WHEREAS, Borrower's predecessor-in-interest by merger Rail Logistics Services, Inc., a California corporation, and Bank entered into a certain Security Agreement dated June 26, 1996 (said Security Agreement, as amended from time to time, the "Original Security Agreement"); and

WHEREAS, Borrower and Bank wish to amend and restate the Original Security Agreement pursuant to the terms hereof.

1. GRANT OF SECURITY INTEREST, ETC. Borrower hereby grants, pledges and assigns to Bank a continuing security interest in and lien on all Rolling Stock (as such term is defined in Paragraph 4(a) hereof), all proceeds and products thereof, including without limitation all rights of Borrower under all leases, assignments and similar arrangements regarding such Rolling Stock and all books and records related to the foregoing (all such properties, assets and rights hereinafter sometimes called, collectively, the "Collateral").

2. OBLIGATIONS SECURED. The Collateral hereunder constitutes and will constitute continuing security for all the obligations and liabilities set forth herein and in the Loan Agreement and Collateral Assignment ("Obligations") of Borrower to Bank (and any permitted assign or successor thereto).

3. APPLICATION OF PROCEEDS OF COLLATERAL. All amounts owing with respect to the Obligations shall be secured 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 Bank, whether by receipt of insurance proceeds pursuant to Paragraph 4(e) or upon foreclosure and sale of all or part of the Collateral pursuant to Paragraph 6 or otherwise, Borrower and Bank agree that, except as otherwise specifically provided in the Loan Agreement, the proceeds thereof shall be applied (i) first, to the payment of expenses incurred with respect to maintenance and protection of the Collateral pursuant to Paragraph 4 and of expenses incurred pursuant to Paragraph 10 with respect to the sale of or realization upon, any of the Collateral or the perfection, enforcement or protection of the rights of Bank (including reasonable attorneys' fees and expenses of every kind); (ii) second, to all amounts of interest, expenses and fees outstanding which constitute Obligations; (iii) third, to all amounts of principal outstanding under

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SURFACE TRANSPORTATION BOARD

the Obligations; (iv) fourth, any excess, after payment in full of all of the Obligations, shall be returned to Borrower or to any other party as required by applicable law. Borrower and Bank agree 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 Paragraph.

4. REPRESENTATIONS AND COVENANTS OF BORROWER.

(a) Rolling Stock. Borrower represents to Bank that the Rolling Stock (as defined in this Paragraph) listed on Schedule A hereto constitutes all of the Rolling Stock that Borrower owns or leases. Borrower agrees not to change any markings or serial numbers on any of the Rolling Stock listed on Schedule A until after it has given notice in writing to Bank of its intention to make such change. Borrower agrees, at Bank's request, that it will execute and deliver to Bank supplemental security agreements and other instruments, as referred to in Paragraph 4(g), (i) with respect to the Rolling Stock listed on Schedule A hereto and (ii) at such times as any change is made in one or more of the markings or serial numbers on any of the Rolling Stock listed on Schedule A hereto. All such supplemental security agreements and other instruments shall secure all of the Obligations pro rata and shall be on terms and conditions satisfactory to Bank as evidenced by its written consent thereto. The term "Rolling Stock" as used herein means those certain locomotives listed on Schedule A attached hereto.

(b) Location of Principal Place of Business, etc. Borrower represents to Bank that the location of its principal place of business and the location where the books and records of Borrower are kept is 53 West Jackson Boulevard, Chicago, Illinois 60604. Borrower agrees that it will not change the location of its principal place of business or the location where its books and records are kept without 30 days' prior written notice to Bank and will promptly advise Bank as to any change in the location of any property comprising a material part of the Collateral, except for changes in the location of Rolling Stock in the ordinary course of business.

(c) Ownership of Collateral

(i) Borrower represents that it is the owner of the Collateral free from any adverse lien, security interest or encumbrance, other than mechanic's or materialmen's liens being contested in good faith and by appropriate proceedings; provided, however, that Borrower's representations and warranties in respect to Locomotives Model No. IC 8716 (GP 11), Model No. IC 8721 (GP 11) and Model No. IC 8745 (GP 11) pursuant to Section 4(c)(i) and (ii) shall only deem to run from the date on which Borrower acquires such Locomotives.

(ii) Subject to Section 4(c)(i), Borrower shall be the owner of the Collateral free of any lien, security interest or encumbrance (other than mechanic's or materialmen's liens being contested in good faith and by appropriate proceedings) and Borrower shall defend the same against all claims and demands of all persons at any time

claiming the same or any interest therein adverse to Bank. Borrower shall not pledge, mortgage or create or suffer to exist a security interest in the Collateral in favor of any person other than Bank.

(d) Sale or Disposition of Collateral. Borrower will not sell or offer to sell or otherwise transfer the Collateral or any interest therein unless all the proceeds from any such sale or transfer (after deducting reasonable costs of sale) are delivered to Bank for application to the Obligations.

(e) Insurance. Borrower shall have and maintain at all times with respect to the Collateral such insurance as is in accordance with prudent business practices of similar companies similarly situated which insurance policies shall be collaterally assigned to Bank, pursuant to such assignments as shall be reasonably acceptable to Bank.

(f) Maintenance of Collateral. Borrower will keep the Collateral in good order and repair for its intended use and will not use the same in violation of law or any policy of insurance thereon. Subject to the provisions of the Loan Agreement, Bank may at its own expense inspect the Collateral at any reasonable time, wherever located. Borrower will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement. In its discretion, Bank may discharge taxes and other encumbrances at any time levied or placed on the Collateral which remain unpaid, make repairs thereto and pay any necessary filing fees. Borrower agrees to reimburse Bank on demand for any and all expenditures so made, and until paid the amount thereof shall be an Obligation secured by the Collateral. Bank shall have no obligation to Borrower to make any such expenditures, nor shall the making thereof relieve Borrower of any default.

(g) Further Assurances By Borrower. Borrower agrees to execute and deliver to Bank, 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 Bank may reasonably deem necessary or proper to perfect or otherwise maintain and perfect the security interest and lien created hereby.

5. POWER OF ATTORNEY. Borrower hereby irrevocably authorizes Bank, or its designees, at Borrower's expense, to file such financing statements with respect to the Collateral, with or, if Borrower fails upon request to sign such financing statements, without Borrower's signature, as Bank may reasonably deem appropriate, and irrevocably appoints Bank as Borrower's attorney in fact to execute such financing statements upon Borrower's unreasonable refusal to execute the same. Borrower agrees that an original notarized copy of this Agreement may be recorded with the Surface Transportation Board, and, at the election of Bank upon Borrower's unreasonable refusal to execute such financing statements, a photocopy of this Agreement may be filed with any appropriate filing office as a UCC-1 financing statement.

6. REMEDIES. Upon the occurrence and during the continuation of any Event of Default as defined in the Loan Agreement (whether or not any acceleration of the maturity of the

amounts due in respect of any of the Obligations shall have occurred), to the fullest extent permitted by applicable law:

(a) Bank 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, including without limitation, the Loan Agreement and otherwise allowed by law, the rights of a secured party under the Uniform Commercial Code as in effect in the State of Illinois, and the rights and remedies of a secured party holding a security interest in collateral pursuant to the Interstate Commerce Act of 1887, as amended.

(b) Furthermore, without limiting the generality of any of the rights and remedies conferred upon Bank under Paragraph 6(a) hereof, Bank may, to the fullest extent permitted by law, enter upon the premises of Borrower and exclude Borrower therefrom in order to 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 Bank may determine in its discretion, and any such monies so collected or received by Bank shall be applied to, or may be accumulated for application upon, the Obligations in accordance with Paragraph 3 of this Agreement.

7. **MARSHALLING.** Bank shall not 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 Bank's 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, 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 Bank's 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, Borrower hereby irrevocably waives the benefits of all such laws.

8. **BORROWER'S OBLIGATIONS NOT AFFECTED.** To the extent permitted by law, the obligations of Borrower under this 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 Borrower, to the extent permitted by law; (b) any exercise or nonexercise, or any waiver, by Bank of any right, remedy, power or privilege under or in respect of any of the Obligations or any security therefor (including this Agreement) except to the extent so waived in writing; (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 (except to the extent so amended); (d) any amendment to or modification of any instrument or agreement (other than this Agreement) securing any of the Obligations except to the extent so released, discharged or terminated pursuant to a written instrument or document; 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 Borrower shall have notice or knowledge of any of the foregoing.

9. NO WAIVER. No failure on the part of Bank 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 Bank 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 Bank or allowed to it by law or other agreement, including, without limitation, the Loan Agreement shall be cumulative and not exclusive of any other, and, subject to the provisions of this Agreement, may be exercised by Bank (or any permitted assign or successor thereto).

10. EXPENSES. Borrower agrees to pay, in accordance with the provisions of the Loan Agreement, all reasonable costs and expenses (including reasonable attorneys' fees and expenses for legal services of every kind) of Bank incidental to the sale of, or realization upon, any of the Collateral or in any way relating to the perfection, enforcement or protection of the rights of Bank hereunder; and Bank may at any time apply to the payment of all such costs and expenses all monies in Bank's possession of Borrower or other proceeds arising from its possession or disposition of all or any portion of the Collateral.

11. CONSENTS, AMENDMENTS, WAIVERS, ETC. Any term of this Agreement may be amended, and the performance or observance by 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 Borrower and Bank.

12. GOVERNING LAW. Except as otherwise required by the laws of any jurisdiction in which any Collateral is located, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

13. 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 permitted assigns of the parties hereto including without limitation, any institutional lender who becomes a participant in any of the Obligations, by amendment to the Loan Agreement or otherwise, provided that Borrower may not assign or transfer its rights hereunder without the prior written consent of Bank and Bank may not assign or transfer its rights hereunder unless the assignee confirms in writing its agreement to be bound by the provisions of this Agreement.

14. 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.

15. TERMINATION. Upon payment in full of the Obligations in accordance with their terms, this Agreement shall terminate, Bank shall provide Borrower with an executed lawful release of its security interest in and lien on the Collateral and Borrower shall be entitled to the prompt

return, at Borrower's expense, of such Collateral in the possession or control of Bank as has not theretofore been disposed of pursuant to the provisions hereof. Bank shall use reasonable care in the care and custody of any Collateral within its possession.

16. NOTICE. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by another, or whenever any of the parties desire to give or serve upon another any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing, shall be delivered in person (by personal delivery, delivery service or overnight courier service) with receipt acknowledged, or telecopied with receipt acknowledged, or sent by certified mail, return receipt requested, postage prepaid, addressed as hereafter set forth, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows and in each case with a copy addressed as follows:

(A) If to Bank: LaSalle Bank National Association  
135 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Terri Maurer  
Telecopier No.: (312) 904.2903

With a copy to: Vedder, Price, Kaufman & Kammholz  
222 North LaSalle Street  
Suite 2600  
Chicago, Illinois 60601  
Attention: John T. McEnroe  
Telecopier No.: (312) 609-5005

(B) If to Borrower: Rail Logistics Services, Inc.  
405 Lexington Avenue  
50th Floor  
New York, New York 10174  
Attention: Bruce A. Lieberman  
Telecopier No.: (212) 687-9501

With a copy to: Weiner Brodsky Sidman Kider PC  
1300 19th Street, NW  
Fifth Floor  
Washington, D.C. 20036  
Attention: Mark H. Sidman  
Telecopier No.: (202) 628-2011

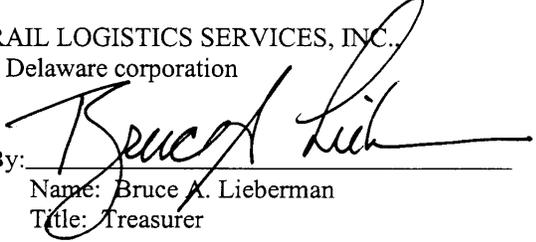
17. CONFLICT OF TERMS. Except as otherwise provided in this Agreement, if any provision contained in this Agreement is in conflict with, or inconsistent with, any provision in the

Loan Agreement, the provision in the Loan Agreement shall govern and control to the extent of such conflict or inconsistency, unless the provision of the Loan Agreement is unenforceable.

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.

RAIL LOGISTICS SERVICES, INC.,  
a Delaware corporation

By: \_\_\_\_\_

  
Name: Bruce A. Lieberman  
Title: Treasurer

LASALLE BANK NATIONAL  
CORPORATION, a national banking  
association

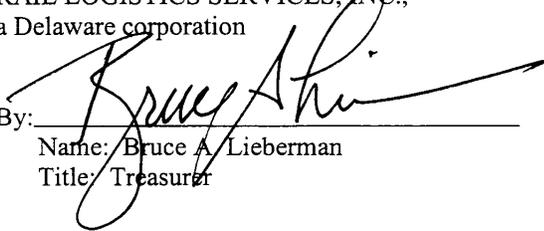
By: \_\_\_\_\_

Name: Terri Maurer  
Title: First Vice-President

Loan Agreement, the provision in the Loan Agreement shall govern and control to the extent of such conflict or inconsistency, unless the provision of the Loan Agreement is unenforceable.

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.

RAIL LOGISTICS SERVICES, INC.,  
a Delaware corporation

By: 

Name: Bruce A. Lieberman  
Title: Treasurer

LASALLE BANK NATIONAL  
CORPORATION, a national banking  
association

By: 

Name: Terri Maurer  
Title: First Vice-President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this 29 day of May, 2001, before me personally appeared Bruce A. Lieberman, to me personally known, who, being by me duly sworn, says that he is the Treasurer of Rail Logistics Services, Inc., a Delaware corporation, and that the said 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.

Linda Cooper  
Notary Public

My commission expires Linda Cooper  
**Commissioner of Deeds**  
**City of New York # 2-11969**  
**Certificate Filed in NY County**  
**Commission Expires on Mar 23, 2003**

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this 29 day of May, 2001, before me personally appeared Terri Maurer, to me personally known, who, being by me duly sworn, says that he is a First Vice President of LaSalle Bank National Association, a national banking association, and that she is duly authorized to sign the foregoing instrument on behalf of said banking association, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said banking association.

Wonda E. Binns  
Notary Public

My commission expires: 7-29-02



**Schedule 1**  
**Identification of Leases**  
**Rail Logistics Services, Inc., as Lessor**

<b>Locomotive Identification</b>	<b>Lessee</b>
PHL Unit 9378	Pacific Harbor Lines, Inc.
PHL Unit 9381	Pacific Harbor Lines, Inc.
PHL Unit 9363	Pacific Harbor Lines, Inc.
PHL Unit 9358	Pacific Harbor Lines, Inc.
PHL Unit 9326	Pacific Harbor Lines, Inc.
Model GP-10 Road Number NY 201 (formerly known as OHCR 7589)	Louisville & Indiana Railroad Company
Model No. 6628 (Type SD-18)	Pacific Harbor Lines, Inc.
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Model IC 8721 (Type GP 11)	Louisville & Indiana Railroad Company
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