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RECORDATION NO. 24753-3 FILED

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SURFACE TRANSPORTATION BOARD

MICHAEL LUSKIN
RICHARD STERN
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STEVEN GUTMAN

LORI LAPIN JONES
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SCOTT GREISSMAN
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RHANDA MOUSSA
ZACHARY H. LEVISON

December 24, 2003



Surface Transportation Board
1925 K Street Northwest
Washington, D.C. 20423

Re: AMRR Corp./Hudson United Bank

Dear Secretary:

Enclosed please find an original and two copies of the following documents to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code:

1. Memorandum of Lease Agreement between AMRR Corp. and National Railroad Passenger Corporation;
2. Assignment of Memorandum of Lease Agreement among AMRR Corp., Hudson United Bank, and National Railroad Passenger Corporation. This document is to be filed as a Secondary Document to the Memorandum of Lease Agreement so that the two documents are cross-indexed; and
3. Security Agreement between AMRR Corp. and Hudson United Bank. This document is to be filed as a Secondary Document to the Memorandum of Lease Agreement so that the two documents are cross-indexed.

The name and addresses of each party is as follows:

AMRR Corp., Lessor/Assignee
220 Juana Avenue
San Leandro, California 94577

National Railroad Passenger Corp., Lessee
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002

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Hudson United Bank, Assignee
87 Post Road East
Westport, CT 06880

Also enclosed is a check in the amount of \$90 for the filing fee. Please return the file stamped copies to me in the enclosed, self-addressed, stamped overnight return envelope. If you have any questions regarding the filing of these documents, please call me. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Candice Columbus".

Candice Columbres

Enclosures

RECORDATION NO. 24753-B FILED

DEC 30 '03 2-11 PM

SURFACE TRANSPORTATION BOARD

SECURITY AGREEMENT

between

AMRR CORP.,

as Borrower,

and

HUDSON UNITED BANK,
acting through its United Capital Division,
as Secured Party



Dated as of December 23, 2003

THIS SECURITY AGREEMENT, dated as of December 23, 2003 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and between AMRR CORP., a California corporation ("Borrower"), and HUDSON UNITED BANK, acting through its United Capital Division ("Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Borrower and Secured Party, Secured Party has agreed to make the Loan (as defined in the Loan Agreement) to Borrower; and

WHEREAS, in order to induce Secured Party to make the Loan, Borrower has agreed to grant a continuing lien on and security interest in the Collateral (as hereinafter defined) to secure the Secured Obligations (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and covenants herein contained and to induce Secured Party to make the Loan, it is agreed as follows:

Section 1. Definitions. Except as otherwise defined herein, the definitions and rules of interpretation of the Loan Agreement shall apply to this Agreement. Unless the context otherwise requires, terms defined in the New York Uniform Commercial Code shall have the same meanings when used in this Agreement.

Section 2. Security Interest. To secure the prompt payment of Borrower's Obligations under the Loan Agreement, the Note and the other Loan Documents and the performance and observance by Borrower of all the agreements and covenants herein and therein (collectively, the "Secured Obligations"), Borrower hereby grants, bargains, sells, assigns, transfers, conveys, mortgages, warrants, pledges and confirms unto Secured Party a security interest in all right, title and interest Borrower may now have or hereafter acquire in, to or under the following (the "Collateral"):

(a) the railroad and over-the-road transportation equipment including, without limitation, the mail vans, aluminum plate vans, dry van trailers, rail bogies, couplermate bogies, intermediate rail bogies and other equipment described in Schedule 1 together with (i) any and all parts, mechanisms, devices, accessories, accessions, appliances, appurtenances, components and replacements from time to time incorporated in or installed on or attached to any of such equipment and (ii) any and all additions and improvements from time to time incorporated in, installed on and attached to, and any and all substitutions made for, any such equipment (the "Equipment");

(b) All leases, use agreements, service agreements or other agreements in the nature thereof (however denominated) with respect to the Equipment under which Borrower is the lessor, the owner or other equivalent party including, without limitation, the Lease Agreement dated May 7, 1997 between Borrower and National Railroad Passenger Corporation (including any successor, "Lessee") and Schedules A, B, C, D and G thereto and the Lease Agreement dated February 12, 1999 between Borrower and Lessee and Schedules A through H thereto, as the same have been amended through the

date hereof and as the same may be further amended, restated, supplemented or otherwise modified from time to time (the "Leases");

(c) (i) All rents, issues, profits, revenues, fees, lease payments, additional rents and all other amounts due or to become due and payable to Borrower from any Person arising from or pursuant to the Leases, including all mileage allowances paid by Lessee or any railroad or other user for the use of the Equipment, (ii) all claims for damages arising out of the breach or termination of the Leases, (iii) the right, if any, to terminate the Leases, to perform thereunder and to compel performance of the terms thereof, (iv) the right to take possession of the Equipment, (v) the right to give waivers and to enter into any amendments relating to the Leases or any provision thereof, (vi) the right to take such action upon the occurrence of an Event of Default (as therein defined) under the Leases, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Leases or by law, (vii) all other rights, claims, or causes of action, if any, which Borrower may have against Lessee including the right to exercise any options or remedies under the Leases, (viii) all other proceeds (including casualty value insurance and indemnity payments) due from Lessee pursuant to a Lease, whether the result of a casualty occurrence or other damage to or destruction of any Equipment or otherwise, (ix) all chattel paper, contracts, instruments and other documents evidencing each Lease and any money due or to become due to Borrower thereunder or related thereto and (x) all payments under insurance payable by reason of any loss, tort or other claims or awards arising out of any damage to, or condemnation or requisition of, any Equipment;

(d) The Payment Account;

(e) All warranties, indemnities, claims, contracts, contract rights, rights to payment of money or similar rights including those with respect to the Purchase Documents and the Equipment, including any such rights relating to reconditioning work performed on any Equipment, tax refund claims, and policies and contracts of insurance;

(f) All rights, if any, to the identifying marks assigned to the Equipment;

(g) All guaranties, letters of credit, assigned interests held by Borrower in leases or other property of any other Person, and other property in favor of or given or granted to Borrower, including those securing or as support for the payment or performance of a Lease;

(h) All computer programs, software, hardware, source code and data processing information, books, invoices, ledgers and other writings pertaining to the Equipment and the Leases (the "Records"); and

(i) any and all cash and non-cash proceeds of any of the foregoing.

Section 3. Representations. Borrower represents and warrants that the following statements are true and correct as of the Closing Date:

(a) Borrower's principal place of business is its address for notices set forth in the Loan Agreement. The only places where it keeps or proposes to keep any Records is such address, as well as 220 Juana Avenue, San Leandro, California 94577.

(b) No financing statement, security agreement, assignment of lease or other similar document has been signed or filed covering Borrower's right, title or interest in or to any Collateral other than those naming Secured Party as secured party hereunder.

(c) Borrower holds and will at all times hold all the Collateral free and clear of all Liens (other than the security interest created by this Agreement and Permitted Liens).

(d) The security interest granted to Secured Party hereunder constitutes a valid security interest under the Uniform Commercial Code, as now or hereafter in effect (the "UCC"), securing the Secured Obligations. When (i) a UCC financing statement has been filed with the UCC filing office of the California Secretary of State naming Borrower as debtor and covering the Collateral and (ii) this Agreement and the Assignments of Leases have been filed with the office of the United States Surface Transportation Board, the security interest granted to Secured Party hereunder shall constitute a perfected security interest in the Collateral to the extent that a security interest therein may be perfected by filing pursuant to (A) the UCC and (B) the Interstate Commerce Commission Termination Act of 1995, respectively. To the extent that Section 9-311(a) of the UCC may govern perfection of Secured Party's security interest in items of Equipment to which title is registered under a certificate-of-title statute or regulations promulgated thereunder, the security interest granted to Secured Party hereunder shall constitute a perfected security interest therein upon issuance by the applicable Department of Motor Vehicles of certificates of title thereto naming Borrower as owner and Secured Party as secured party.

(e) On the Closing Date, upon the funding of the Loan, Borrower will have paid or caused to be paid the full purchase price for the Equipment under the Purchase Agreement.

(f) Borrower has all necessary authority to encumber and grant a security interest in the Collateral.

(g) The Equipment is insured in accordance with the terms of the Lease Agreements.

(h) To Borrower's knowledge, the Equipment subject to the Leases is described and properly identified by serial, running or other identifying mark and number in such Leases.

(i) The original executed counterpart of each lease agreement and schedule included in the Leases that has been delivered to Secured Party by Borrower is the only original executed counterpart of such lease agreement or schedule, and Borrower is not aware of any duplicate original executed counterpart of any such lease agreement or schedule except as may be in the possession or control of Lessee.

Section 4. Covenants.

- (a) Borrower shall keep accurate records pertaining to the Collateral. At any time during business hours after at least two Business Day's notice, Secured Party or its representatives may examine and make copies of and abstracts from such records.
- (b) If Secured Party shall request a statement identifying or describing any or all Collateral, Borrower shall promptly provide an accurate and complete statement.
- (c) Borrower shall, at its own expense, defend its title to and the existence and first priority of Secured Party's security interest in the Collateral against all adverse claims.
- (d) Borrower shall, at its own expense, take any action (including the execution and delivery, or the recording, filing, rerecording or refiling with the United States Surface Transportation Board or any other filing or recording office, of any financing statements, continuation statements, or similar documents that Secured Party may reasonably request) to (i) perfect, continue, maintain, preserve and protect the security interest purported to be created hereby as a first priority security interest in all of the Collateral, (ii) enable Secured Party to exercise and enforce its rights and remedies or (iii) otherwise effect the purposes of this Agreement.
- (e) Borrower shall not change its name or its jurisdiction of incorporation unless it shall have previously notified Secured Party and duly filed in the appropriate jurisdiction a UCC financing statement or amendment covering the security interests created by this Agreement naming itself as debtor under any such new name with such address as may be required under the UCC.
- (f) If any of the Equipment is in the possession or control of any warehouseman or bailee or any of Borrower's agents or processors, Borrower shall notify such Person of Secured Party's security interest therein and cause such Person to acknowledge in writing its agreement to hold such Equipment for the account of Secured Party and subject to Secured Party's instructions.
- (g) If so requested by Secured Party, Borrower shall request, under Section 14 of the Lease Agreements, that Lessee plainly, distinctly, permanently and conspicuously place, fasten or paint upon each side of each item of rolling stock included in the Collateral a legend bearing such words as Secured Party may request indicating the Lien over and security interest in such rolling stock created hereby in letters not less than three-quarters of one inch (3/4") in height. Borrower may permit the rolling stock to be operated within the United States, but shall not permit the rolling stock to be operated outside the boundaries of the continental United States, and in Canada and Mexico (to the extent permitted under, and subject to the requirements of, the Leases).
- (h) Borrower will pay or cause to be paid when due all Taxes imposed upon the Collateral, except that, if such Taxes have not become a Lien on any of the Collateral, they shall not be required to be paid to the extent they are being contested in good faith, by appropriate proceedings diligently conducted and an adequate reserve or other

appropriate provision shall have been established therefor in accordance with generally accepted accounting principles.

(i) Borrower shall faithfully abide by, perform and discharge each and every material obligation, covenant, condition, duty and agreement which, under the terms of the Leases, is to be performed by Borrower.

Section 5. Special Provisions relating to the Collateral.

(a) After notice from Secured Party and the continued failure of Borrower to do so, but without having any obligation to do so, Secured Party may perform or pay any obligation that Borrower has agreed to perform or pay under this Agreement including the payment or discharge of Taxes or Liens levied or placed on or threatened against the Collateral. In so performing or paying, Secured Party shall determine the action to be taken and the amount necessary to discharge such obligations. Borrower shall reimburse Secured Party on demand for any amounts paid by Secured Party pursuant to this Section 5(a), which amounts shall constitute Obligations secured by the Collateral.

(b) For the purpose of protecting, preserving and enforcing the Collateral and Secured Party's rights under this Agreement, Borrower hereby appoints Secured Party, effective upon the occurrence of an Event of Default, with full power of substitution, as its attorney-in-fact, with full power and authority to do any act which Borrower is obligated to do, or Secured Party has the right to do, under this Agreement including, without limitation, any act specified in Section 6 and to exercise such rights with respect to the Collateral as Borrower might exercise. Borrower also authorizes Secured Party at any time to execute and file in Borrower's name any financing statements, supplemental security agreements, amendments and continuation statements, or similar documents necessary or desirable to perfect or continue the perfection of Secured Party's security interests in the Collateral. Borrower hereby ratifies all that Secured Party shall lawfully do or cause to be done by virtue of this appointment.

(c) The powers of attorney created in Section 5(b) are powers coupled with an interest and are irrevocable. The powers conferred on Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon Secured Party to exercise such powers. Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and in no event shall Secured Party or any of its directors, officers, employees, agents or representatives be responsible to Borrower for any act or failure to act, except for gross negligence or willful misconduct. Secured Party may exercise such powers of attorney without notice to or assent of Borrower, in the name of Borrower, or in Secured Party's own name, from time to time in Secured Party's sole discretion and at Borrower's expense.

(d) Borrower shall (i) deliver to Secured Party the original executed counterpart of each lease agreement and schedule included in the Leases, and (ii) maintain a copy of each Assignment of Lease as endorsed by the United States Surface Transportation Board to indicate the date and time such Assignment was filed and the recordation number under which it was filed.

(e) It is expressly agreed by Borrower that, anything herein to the contrary notwithstanding, Borrower shall remain liable under each Lease to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms thereof. Secured Party shall have no obligation or liability under a Lease by reason of or arising out of this Agreement or the assignment of a Lease to Secured Party or the receipt by Secured Party of any payment relating to a Lease pursuant hereto, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Borrower under or pursuant to a Lease, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any performance by Lessee under a Lease, or to present or file any claim, or to take action to enforce the observance of any obligations of Lessee under a Lease.

(f) Secured Party recognizes the right of Lessee under each Lease to the quiet enjoyment of the Equipment that is subject to such Lease so long as Lessee is not in default under such Lease, and Secured Party agrees that it shall not interfere with such quiet enjoyment so long as no such default exists.

Section 6. Rights Upon Default.

(a) If an Event of Default shall occur and be continuing:

(i) Secured Party shall be entitled to all rights and remedies of a secured party under the UCC and any other applicable law;

(ii) Secured Party may, without giving Borrower any notice of intention to sell or of the time or place of sale (except that Secured Party shall give to Borrower at least fifteen days' notice of the time and place of any proposed sale or other disposition of any Collateral), all of which are hereby expressly waived to the fullest extent permitted by law, sell at public or private sale or otherwise realize upon from time to time the whole or any part of the Collateral in or upon which Secured Party shall have a security interest or lien hereunder, or any interest which Borrower may have therein, and, after deducting from the proceeds of sale or other disposition of Collateral all expenses (including all out-of-pocket expenses for legal services) as provided in Section 7, Secured Party shall apply the residue of such proceeds toward the payment of the Obligations in accordance with Section 7, Borrower remaining liable for any deficiency remaining unpaid after such application and being entitled to any surplus after such application; and

(iii) Secured Party may:

(A) enter upon the premises of Borrower, and take immediate possession of any Collateral, either personally or by means of a receiver appointed by a court therefor;

(B) at its option, use, operate, manage and control the Collateral in any lawful manner;

(C) demand, collect, receive, retain, and give acquittance for all rents, income, revenue, earnings, issues, profits, and proceeds of insurance, in each case relating to the Collateral;

(D) endorse and cash any checks, drafts or other orders for the payment of money payable to Borrower relating to the Collateral, and negotiate any other instrument or compromise any claim relating to the Collateral, in each case, if desirable, in the name of Borrower;

(E) perform or discharge any obligation or duty of Borrower under the Leases to the extent Secured Party may deem necessary or advisable to protect the security provided hereunder;

(F) maintain, repair, renovate, alter or remove any Collateral as Secured Party may reasonably determine in its discretion;

(G) file any claims or commence, prosecute or defend any action or proceeding relating to the Collateral as Secured Party may deem to be necessary or advisable, in the name of Secured Party or Borrower including, without limitation, a proceeding for the appointment of a receiver or similar official, and, to the fullest extent permitted by law, Borrower hereby waives any right to oppose such appointment;

(H) sign and endorse any storage or warehouse receipts, drafts, certificates and statements under any commercial or standby letter of credit, assignments, leases, bills of sale, or other documents relating to the Collateral, including the Records; and

(I) otherwise act in accordance with the rights, powers and interest assigned and granted to Secured Party pursuant to this Agreement.

(b) If notice of any sale or other disposition is required by law to be given to Borrower, Borrower hereby agrees that a notice given as provided in subsection (a)(ii) hereof shall be reasonable notice of such sale or other disposition. Borrower agrees to assemble the Collateral (other than Equipment subject to a Lease under which Lessee is not in default) at such place or places as Secured Party reasonably designates by notice. At any such sale or other disposition, Secured Party may itself (except in the case of a private sale), and any other Person may, to the extent permitted by applicable law, purchase the whole or any part of the Collateral free from any right of redemption on the part of Borrower, which right is hereby waived and released to the fullest extent permitted by applicable law. Borrower agrees that fifteen days' notice of the time and place of any sale of Collateral is commercially reasonable notice.

(c) Borrower agrees that a sale of any Collateral is a public sale pursuant to Section 9-610 of the UCC if (i) an offer to sell such Collateral has been advertised for at least one day in each of two consecutive weeks in a newspaper of general circulation in New York, New York and such sale is made more than ten days after the first such advertisement or (ii) such Collateral is offered to at least three *bona fide* offerees that Secured Party reasonably believes may be interested in that type of property. This shall

not constitute an admission that such offer is a public offering under any securities laws or that any other method of sale is not a public sale.

(d) In case Secured Party shall have proceeded to enforce any right under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely, then in each and every case Borrower and Secured Party shall be restored to their former positions and rights hereunder with respect to the Collateral subject to the security interest created under this Agreement.

Section 7. Application of Proceeds. Any proceeds of disposition of any Collateral shall be applied:

first, to Secured Party's expenses in enforcing its rights and remedies, including attorneys' fees and expenses,

second, to the satisfaction of the Secured Obligations, in the order and manner provided in Section 7.04 of the Loan Agreement,

third, to the payment of any other amount to Secured Party required by law, and

fourth, to Borrower.

Borrower shall remain liable for any deficiency.

Section 8. Termination; Reinstatement.

(a) This Agreement and the security interests created hereby shall terminate on the Termination Date. Upon termination, Secured Party shall take all actions necessary to release its Lien on the Collateral. Borrower shall pay all Secured Party's expenses (including attorneys' fees and expenses) in connection with such termination.

(b) Without limitation of the restrictions in the articles of incorporation of Borrower, to the extent permitted by law, this Agreement shall continue to be effective or be reinstated if at any time any amount received by Secured Party in respect of the Obligations is rescinded or must otherwise be restored or returned by Secured Party for any reason whatsoever including, without limitation, upon the occurrence or during the pendency of any bankruptcy, reorganization or other similar proceeding, or any fraudulent transfer or similar proceeding, applicable to Borrower or the assets of Borrower, or upon or during the occurrence of any dissolution, liquidation or winding up of Borrower, all as though such amount had not been received.

Section 9. Secured Party.

(a) Secured Party shall not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any revenues, cash, payments, securities, investments or other amounts deposited with or held by it;

(b) Secured Party shall be fully protected in acting on and relying upon any written notice, certificate, instruction, direction, request or other paper or document which Secured Party in good faith believes to be genuine and to have been signed or presented by the proper party or parties and may assume that any Person purporting to give such written notice, certificate, instruction, direction, request or other paper or document has been duly authorized to do so and shall be fully protected in acting on and relying upon any written notice, certificate, instruction, direction, request or other paper or document as to the due execution thereof and the validity and effectiveness of the provisions thereof and as to the truth of any information therein contained, which Secured Party in good faith believes to be genuine;

(c) Secured Party shall not be liable for any error or judgment or for any act done or step taken or omitted except in the case of its gross negligence or willful misconduct;

(d) Secured Party may consult with and obtain advice from counsel and other skilled Persons (at the expense of Borrower in the event of any dispute or question as to the construction of any provision hereof), and shall be fully protected in taking or not taking any action in good faith in reliance on such advice;

(e) Secured Party shall have no duties except those which are expressly set forth in this Agreement and, to the extent not effectively waived by Borrower herein, under the UCC;

(f) Secured Party may execute or perform any duty hereunder either directly or through its agents or nominees;

(g) Secured Party may engage or be interested in any financial or other transaction with Borrower and may act on, or as depository or trustee for, any committee or body of holders of obligations of Borrower; and

(h) Secured Party shall not be obligated to take any action which in its reasonable judgment would involve it in expense or liability unless it has been furnished with a reasonable indemnity therefor.

Section 10. Rights Cumulative; Waivers. To the extent permitted by law, Secured Party's rights and remedies shall be cumulative. Secured Party's exercise, failure to exercise or delay in exercising any right or remedy shall not prevent it from exercising any other right or remedy or exercising such right or remedy at a later time. To the extent permitted by law, Borrower waives and agrees not to assert any appraisal, stay, moratorium, marshaling or exemption laws, rule or doctrines. Borrower acknowledges that in the event of a breach or threatened breach by Borrower of its obligations hereunder, then notwithstanding anything to the contrary contained herein, Secured Party shall be entitled, to the extent permitted by law, to obtain, from a court of Secured Party's choice on an expedited basis, an injunction restraining Borrower from such breach. Borrower acknowledges that Secured Party's rights at law are inadequate to remedy any such breach and that Secured Party shall be entitled to such injunction upon such a breach or threatened breach, notwithstanding any contrary doctrine or rule. Nothing contained herein shall be construed as prohibiting Secured Party from pursuing any other remedy

set forth herein or any other remedies available at law or equity for such breach or threatened breach of this Agreement.

Section 11. Notices. All notices, consents, directions, approvals, instructions, requests and other communications hereunder shall refer to this Agreement, shall be in writing and in English and shall be given in person, by overnight courier or telecopier (but only, in either case, if receipt shall have been acknowledged) or by registered or certified mail (postage prepaid, return receipt requested). All such communications shall be effective when received and shall be addressed as provided in the Loan Agreement.

Section 12. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the remaining provisions shall continue to be valid and enforceable and such provision shall continue to be valid and enforceable in any other jurisdiction.

Section 13. Amendment. Neither Secured Party nor Borrower shall be bound by any termination, amendment, supplement, waiver or modification of this Agreement unless such party shall have consented to it in writing.

Section 14. Headings. The headings of the sections and subsections are for convenience and shall not affect the meaning of this Agreement.

Section 15. Benefit. Secured Party may assign all or any part of its rights under this Agreement to any holder of a Secured Obligation. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

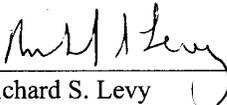
Section 16. Counterparts. The parties may sign this Agreement in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

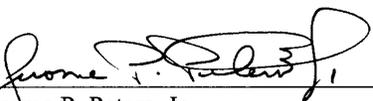
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed as of the date first written above.

AMRR CORP.

By: 
Richard S. Levy
Vice President

HUDSON UNITED BANK,
acting through its United Capital Division

By: 
Jerome P. Peters, Jr.
Senior Vice President

SCHEDULE 1

DESCRIPTION OF ITEMS OF EQUIPMENT

Schedule 1

Equipment Subject to Lease Dated February 12, 1999

	Equipment Type	Model	Lease	Amtrak	
		Year	Schedule	Serial Number	Unit Number
1	RoadRailer Mark V Mail Van	1999	A	1JJV482W6XL619907	AMTZ 410035
2	RoadRailer Mark V Mail Van	1999	A	1JJV482W6XL619908	AMTZ 410036
3	RoadRailer Mark V Mail Van	1999	A	1JJV482WXXL619909	AMTZ 410037
4	RoadRailer Mark V Mail Van	1999	A	1JJV482W6XL619910	AMTZ 410038
5	RoadRailer Mark V Mail Van	1999	A	1JJV482W6XL619911	AMTZ 410039
6	RoadRailer Mark V Mail Van	1999	A	1JJV482WXXL619912	AMTZ 410040
7	RoadRailer Mark V Mail Van	1999	A	1JJV482W1XL619913	AMTZ 410041
8	RoadRailer Mark V Mail Van	1999	A	1JJV482W3XL619914	AMTZ 410042
9	RoadRailer Mark V Mail Van	1999	A	1JJV482W5XL619915	AMTZ 410043
10	RoadRailer Mark V Mail Van	1999	A	1JJV482W7XL619916	AMTZ 410044
11	RoadRailer Mark V Mail Van	1999	A	1JJV482W9XL619917	AMTZ 410045
12	RoadRailer Mark V Mail Van	1999	A	1JJV482W0XL619918	AMTZ 410046
13	RoadRailer Mark V Mail Van	1999	A	1JJV482W2XL619919	AMTZ 410047
14	RoadRailer Mark V Mail Van	1999	A	1JJV482W9XL619920	AMTZ 410048
15	RoadRailer Mark V Mail Van	1999	A	1JJV482W0XL619921	AMTZ 410049
16	RoadRailer Mark V Mail Van	1999	A	1JJV482W2XL619922	AMTZ 410050
17	RoadRailer Mark V Mail Van	1999	A	1JJV482W4XL619923	AMTZ 410051
18	RoadRailer Mark V Mail Van	1999	A	1JJV482W6XL619924	AMTZ 410052
19	RoadRailer Mark V Mail Van	1999	A	1JJV482W8XL619925	AMTZ 410053
20	RoadRailer Mark V Mail Van	1999	A	1JJV482WXXL619926	AMTZ 410054
21	RoadRailer Mark V Mail Van	1999	A	1JJV482W1XL619927	AMTZ 410055
22	RoadRailer Mark V Mail Van	1999	A	1JJV482W3XL619928	AMTZ 410056
23	RoadRailer Mark V Mail Van	1999	A	1JJV482W5XL619929	AMTZ 410057
24	RoadRailer Mark V Mail Van	1999	A	1JJV482W1XL619930	AMTZ 410058
25	RoadRailer Mark V Mail Van	1999	A	1JJV482W3XL619931	AMTZ 410059
26	RoadRailer Mark V Mail Van	1999	A	1JJV482W5XL619932	AMTZ 410060
27	RoadRailer Mark V Mail Van	1999	A	1JJV482W7XL619933	AMTZ 410061
28	RoadRailer Mark V Mail Van	1999	A	1JJV482W9XL619934	AMTZ 410062
29	RoadRailer Mark V Mail Van	1999	A	1JJV482W0XL619935	AMTZ 410063
30	RoadRailer Mark V Mail Van	1999	A	1JJV482W2XL619936	AMTZ 410064
31	RoadRailer Mark V Mail Van	1999	A	1JJV482W4XL619937	AMTZ 410065
32	RoadRailer Mark V Mail Van	1999	A	1JJV482W6XL619938	AMTZ 410066
33	RoadRailer Mark V Mail Van	1999	A	1JJV482W8XL619939	AMTZ 410067
34	RoadRailer Mark V Mail Van	1999	A	1JJV482W4XL619940	AMTZ 410068
35	RoadRailer Mark V Mail Van	1999	A	1JJV482W6XL619941	AMTZ 410069
36	RoadRailer Mark V Mail Van	1999	A	1JJV482W8XL619942	AMTZ 410070
37	RoadRailer Mark V Mail Van	1999	A	1JJV482WXXL619943	AMTZ 410071
38	RoadRailer Mark V Mail Van	1999	A	1JJV482W1XL619944	AMTZ 410072
39	RoadRailer Mark V Mail Van	1999	A	1JJV482W3XL619945	AMTZ 410073
40	RoadRailer Mark V Mail Van	1999	A	1JJV482W5XL619946	AMTZ 410074
41	RoadRailer Mark V Mail Van	1999	A	1JJV482W7XL619947	AMTZ 410075
42	RoadRailer Mark V Mail Van	1999	A	1JJV482W9XL619948	AMTZ 410076
43	RoadRailer Mark V Mail Van	1999	A	1JJV482W1XL620074	AMTZ 410033
44	RoadRailer Mark V Mail Van	1999	A	1JJV482W3XL620075	AMTZ 410034
45	RoadRailer Mark V Mail Van	2000	A	1JJV482W5YL653127	AMTZ 410077
46	RoadRailer Mark V Mail Van	2000	A	1JJV82W7L653128	AMTZ 410078
47	RoadRailer Mark V Mail Van	2000	A	1JJV482W9YL653129	AMTZ 410079
48	RoadRailer Mark V Mail Van	2000	A	1JJV482W5YL653130	AMTZ 410080
49	RoadRailer Mark V Mail Van	2000	A	1JJV482W7YL653131	AMTZ 410081
50	RoadRailer Mark V Mail Van	2000	A	1JJV482W9YL653132	AMTZ 410082
51	RoadRailer Mark V Mail Van	2000	A	1JJV482W0YL653133	AMTZ 410083
52	RoadRailer Mark V Mail Van	2000	A	1JJV482W2YL653134	AMTZ 410084
53	RoadRailer Mark V Mail Van	2000	A	1JJV482W4YL653135	AMTZ 410085
54	RoadRailer Mark V Mail Van	2000	A	1JJV482W6YL653136	AMTZ 410086
55	RoadRailer Mark V Mail Van	2000	A	1JJV482W8YL653137	AMTZ 410087
56	RoadRailer Mark V Mail Van	2000	A	1JJV482WXXYL653138	AMTZ 410088
57	RoadRailer Mark V Mail Van	2000	A	1JJV482W1YL653139	AMTZ 410089
58	RoadRailer Mark V Mail Van	2000	A	1JJV482W3YL653140	AMTZ 410090
59	RoadRailer Mark V Mail Van	2000	A	1JJV482W5YL653141	AMTZ 410091
60	RoadRailer Mark V Mail Van	2000	A	1JJV482W7YL653142	AMTZ 410092
61	RoadRailer Mark V Mail Van	2000	A	1JJV482W9YL653143	AMTZ 410093
62	RoadRailer Mark V Mail Van	2000	A	1JJV482W0YL653144	AMTZ 410094
63	RoadRailer Mark V Mail Van	2000	A	1JJV482W2YL653145	AMTZ 410095
64	RoadRailer Mark V Mail Van	2000	A	1JJV482W4YL653146	AMTZ 410096
65	RoadRailer Mark V Mail Van	2000	A	1JJV482W6YL653147	AMTZ 410097
66	RoadRailer Mark V Mail Van	2000	A	1JJV482W8YL653148	AMTZ 410098
67	RoadRailer Mark V Mail Van	2000	A	1JJV482W4YL653149	AMTZ 410099
68	RoadRailer Mark V Mail Van	2000	A	1JJV482W0YL653150	AMTZ 410100
69	RoadRailer Mark V Mail Van	2000	A	1JJV482W2YL653151	AMTZ 410101
70	RoadRailer Mark V Mail Van	2000	A	1JJV482W4YL653152	AMTZ 410102
71	RoadRailer Mark V Mail Van	2000	A	1JJV482W6YL653153	AMTZ 410103
72	RoadRailer Mark V Mail Van	2000	A	1JJV482W8YL653154	AMTZ 410104
73	RoadRailer Mark V Mail Van	2000	A	1JJV482WXXYL653155	AMTZ 410105
74	RoadRailer Mark V Mail Van	2000	A	1JJV482W1YL653156	AMTZ 410106
75	RoadRailer Mark V Mail Van	2000	A	1JJV482W3YL653157	AMTZ 410107
76	RoadRailer Mark V Mail Van	2000	A	1JJV482W5YL653158	AMTZ 410108
77	RoadRailer Mark V Mail Van	2000	A	1JJV482W7YL653159	AMTZ 410109
78	RoadRailer Mark V Mail Van	2000	A	1JJV482W9YL653160	AMTZ 410110
79	RoadRailer Mark V Mail Van	2000	A	1JJV482W5YL653161	AMTZ 410111
80	RoadRailer Mark V Mail Van	2000	A	1JJV482W7YL653162	AMTZ 410112
81	RoadRailer Mark V Mail Van	2000	A	1JJV482W9YL653163	AMTZ 410113
82	RoadRailer Mark V Mail Van	2000	A	1JJV482W0YL653164	AMTZ 410114
83	RoadRailer Mark V Mail Van	2000	A	1JJV482W2YL653165	AMTZ 410115

84	RoadRailer Mark V Mail Van	2000	A	1JJV482W4YL653166	AMTZ	410116
85	RoadRailer Mark V Mail Van	2000	A	1JJV482W6YL653167	AMTZ	410117
86	RoadRailer Mark V Mail Van	2000	A	1JJV482W8YL653168	AMTZ	410118
87	RoadRailer Mark V Mail Van	2000	A	1JJV482WXYL653169	AMTZ	410119
88	RoadRailer Mark V Mail Van	2000	A	1JJV482W8YL653171	AMTZ	410121
89	RoadRailer Mark V Mail Van	2000	A	1JJV482WXYL653172	AMTZ	410122
90	RoadRailer Mark V Mail Van	2000	A	1JJV482W1YL653173	AMTZ	410123
91	RoadRailer Mark V Mail Van	2000	A	1JJV482W3YL653174	AMTZ	410124
92	RoadRailer Mark V Mail Van	2000	A	1JJV482W5YL653175	AMTZ	410125
93	RoadRailer Mark V Mail Van	2000	A	1JJV482W7YL653176	AMTZ	410126
94	RoadRailer Mark V Mail Van	2000	A	1JJV482W9YL653177	AMTZ	410127
95	RoadRailer Mark V Mail Van	2000	A	1JJV482W0YL653178	AMTZ	410128
96	RoadRailer Mark V Mail Van	2000	A	1JJV482W2YL653179	AMTZ	410129
97	RoadRailer Mark V Mail Van	2000	A	1JJV482W6YL653180	AMTZ	410130
98	RoadRailer Mark V Mail Van	2000	A	1JJV482W0YL653181	AMTZ	410131
99	RoadRailer Mark V Mail Van	2000	A	1JJV482W2YL653182	AMTZ	410132
100	RoadRailer Mark V Mail Van	2000	A	1JJV482W4YL653183	AMTZ	410133
101	RoadRailer Mark V Mail Van	2000	A	1JJV482W6YL653184	AMTZ	410134
102	RoadRailer Mark V Mail Van	2000	A	1JJV482W8YL653185	AMTZ	410135
103	RoadRailer Mark V Mail Van	2000	A	1JJV482WXYL653186	AMTZ	410136
104	RoadRailer Mark V Mail Van	2000	A	1JJV482W1YL653187	AMTZ	410137
105	RoadRailer Mark V Mail Van	2000	A	1JJV482W3YL653188	AMTZ	410138
106	RoadRailer Mark V Mail Van	2000	A	1JJV482W5YL653189	AMTZ	410139
107	RoadRailer Mark V Mail Van	2000	A	1JJV482W1YL653190	AMTZ	410140
108	RoadRailer Mark V Mail Van	2000	A	1JJV482W3YL653191	AMTZ	410141
109	RoadRailer Mark V Mail Van	2000	A	1JJV482W5YL653192	AMTZ	410142
110	RoadRailer Mark V Mail Van	2000	A	1JJV482W7YL653193	AMTZ	410143
111	RoadRailer Mark V Mail Van	2000	A	1JJV482W9YL653194	AMTZ	410144
112	RoadRailer Mark V Mail Van	2000	A	1JJV482W0YL653195	AMTZ	410145
113	RoadRailer Mark V Mail Van	2000	A	1JJV482W2YL653196	AMTZ	410146
114	RoadRailer Mark V Mail Van	2000	A	1JJV482W4YL653197	AMTZ	410147
115	RoadRailer Mark V Mail Van	2000	A	1JJV482W6YL653198	AMTZ	410148
116	RoadRailer Mark V Mail Van	2000	A	1JJV482W8YL653199	AMTZ	410149
117	RoadRailer Mark V Mail Van	2000	A	1JJV482W0YL653200	AMTZ	410150
118	RoadRailer Mark V Mail Van	2000	A	1JJV482W2YL653201	AMTZ	410151
119	RoadRailer Mark V Mail Van	2000	A	1JJV482W4YL653202	AMTZ	410152
120	RoadRailer Mark V Mail Van	2000	A	1JJV482W6YL653203	AMTZ	410153
121	RoadRailer Mark V Mail Van	2000	A	1JJV482W8YL653204	AMTZ	410154
122	RoadRailer Mark V Mail Van	2000	A	1JJV482WXYL653205	AMTZ	410155
123	RoadRailer Mark V Mail Van	2000	A	1JJV482W1YL653206	AMTZ	410156
124	RoadRailer Mark V Mail Van	2000	A	1JJV482W3YL653207	AMTZ	410157
125	RoadRailer Mark V Mail Van	2000	A	1JJV482W5YL653208	AMTZ	410158
126	RoadRailer Mark V Mail Van	2000	A	1JJV482W7YL653209	AMTZ	410159
127	RoadRailer Mark V Mail Van	2000	A	1JJV482W9YL653210	AMTZ	410160
128	RoadRailer Mark V Mail Van	2000	A	1JJV482W5YL653211	AMTZ	410161
129	RoadRailer Mark V Mail Van	2000	A	1JJV482W7YL653212	AMTZ	410162
130	RoadRailer Mark V Mail Van	2000	A	1JJV482W9YL653213	AMTZ	410163
131	RoadRailer Mark V Mail Van	2000	A	1JJV482W0YL653214	AMTZ	410164
132	RoadRailer Mark V Mail Van	2000	A	1JJV482W2YL653215	AMTZ	410165

16 dRailer Mark V Bi-directional Coupler Mate Bogie (Mailmate 5000 Se	1999	D	620035	AMTK 5040
17 dRailer Mark V Bi-directional Coupler Mate Bogie (Mailmate 5000 Se	1999	D	620036	AMTK 5041
18 dRailer Mark V Bi-directional Coupler Mate Bogie (Mailmate 5000 Se	1999	D	620037	AMTK 5042
19 dRailer Mark V Bi-directional Coupler Mate Bogie (Mailmate 5000 Se	1999	D	620038	AMTK 5043
20 dRailer Mark V Bi-directional Coupler Mate Bogie (Mailmate 5000 Se	1999	D	620039	AMTK 5044
21 dRailer Mark V Bi-directional Coupler Mate Bogie (Mailmate 5000 Se	1999	D	620040	AMTK 5045
22 dRailer Mark V Bi-directional Coupler Mate Bogie (Mailmate 5000 Se	1999	D	620041	AMTK 5046
23 dRailer Mark V Bi-directional Coupler Mate Bogie (Mailmate 5000 Se	1999	D	620042	AMTK 5047

<u>Equipment Type</u>	<u>Model</u>	<u>Lease</u>	<u>Serial Number</u>	<u>Amtrak</u>
	<u>Year</u>	<u>Schedule</u>		<u>Unit Number</u>
1 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653333	AMTK 5230
2 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653334	AMTK 5231
3 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653335	AMTK 5232
4 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653336	AMTK 5233
5 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653337	AMTK 5234
6 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653338	AMTK 5235
7 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653339	AMTK 5236
8 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653340	AMTK 5237
9 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653341	AMTK 5238
10 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653342	AMTK 5239
11 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653343	AMTK 5240
12 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653344	AMTK 5241
13 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653345	AMTK 5242
14 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653346	AMTK 5243
15 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653347	AMTK 5244
16 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653348	AMTK 5245
17 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653349	AMTK 5246
18 ailer Mark V Uni-directional Coupler Mate Bogie (Expressmate 5200	1999	E	653350	AMTK 5247

Equipment Subject to Lease Dated May 7, 1997

	<u>Equipment Type</u>	<u>Model Year</u>	<u>Lease Schedule</u>	<u>Serial Number</u>	<u>Amtrak Unit Number</u>
1	Road Railer Mark V Mail Van	1997	A	1JV482W9WL435446	410013
2	Road Railer Mark V Mail Van	1997	A	1JV482W0WL435447	410014
3	Road Railer Mark V Mail Van	1997	A	1JV482W2WL435448	410015
4	Road Railer Mark V Mail Van	1997	A	1JV482W4WL435449	410016
5	Road Railer Mark V Mail Van	1997	A	1JV482W0WL435450	410017
6	Road Railer Mark V Mail Van	1997	A	1JV482W2WL435451	410018
7	Road Railer Mark V Mail Van	1997	A	1JV482W4WL435452	410019
8	Road Railer Mark V Mail Van	1997	A	1JV482W6WL435453	410020
9	Road Railer Mark V Mail Van	1997	A	1JV482W8WL435454	410021
10	Road Railer Mark V Mail Van	1997	A	1JV482WXWL435455	410022
11	Road Railer Mark V Mail Van	1997	A	1JV482W1WL435456	410023
12	Road Railer Mark V Mail Van	1997	A	1JV482W3WL435457	410024
13	Road Railer Mark V Mail Van	1997	A	1JV482W5WL435458	410025
14	Road Railer Mark V Mail Van	1997	A	1JV482W7WL435459	410026
15	Road Railer Mark V Mail Van	1997	A	1JV482W3WL435460	410027
16	Road Railer Mark V Mail Van	1997	A	1JV482W5WL435461	410028
17	Road Railer Mark V Mail Van	1997	A	1JV482W7WL435462	410029
18	Road Railer Mark V Mail Van	1997	A	1JV482W9WL435463	410030
19	Road Railer Mark V Mail Van	1997	A	1JV482W0WL435464	410031
20	Road Railer Mark V Mail Van	1997	A	1JV482W2WL435465	410032

	<u>Equipment Type</u>	<u>Model Year</u>	<u>Lease Schedule</u>	<u>Serial Number</u>	<u>Amtrak Unit Number</u>
1	RoadRailer Mark V Intermediate Bogie	1997	B	430821	5502
2	RoadRailer Mark V Intermediate Bogie	1997	B	430822	5503
3	RoadRailer Mark V Intermediate Bogie	1997	B	430824	5505
4	RoadRailer Mark V Intermediate Bogie	1997	B	430825	5506
5	RoadRailer Mark V Intermediate Bogie	1997	B	430826	5507
6	RoadRailer Mark V Intermediate Bogie	1997	B	430827	5508
7	RoadRailer Mark V Intermediate Bogie	1997	B	430828	5509
8	RoadRailer Mark V Intermediate Bogie	1997	B	430829	5510
9	RoadRailer Mark V Intermediate Bogie	1997	B	430830	5511
10	RoadRailer Mark V Intermediate Bogie	1997	B	430831	5512
11	RoadRailer Mark V Intermediate Bogie	1997	B	430832	5513
12	RoadRailer Mark V Intermediate Bogie	1997	B	430833	5514
13	RoadRailer Mark V Intermediate Bogie	1997	B	430834	5515
14	RoadRailer Mark V Intermediate Bogie	1997	B	430836	5517
15	RoadRailer Mark V Intermediate Bogie	1997	B	430837	5518
16	RoadRailer Mark V Intermediate Bogie	1997	B	430838	5519
17	RoadRailer Mark V Intermediate Bogie	1997	B	430839	5520
18	RoadRailer Mark V Intermediate Bogie	1997	B	430840	5521
19	RoadRailer Mark V Intermediate Bogie	1997	B	430841	5522
20	RoadRailer Mark V Intermediate Bogie	1997	B	430842	5523
21	RoadRailer Mark V Intermediate Bogie	1997	B	430844	5525
22	RoadRailer Mark V Intermediate Bogie	1997	B	441090	5526
23	RoadRailer Mark V Intermediate Bogie	1997	B	441091	5527
24	RoadRailer Mark V Intermediate Bogie	1997	B	441092	5528
25	RoadRailer Mark V Intermediate Bogie	1997	B	441093	5529
26	RoadRailer Mark V Intermediate Bogie	1997	B	441094	5530
27	RoadRailer Mark V Intermediate Bogie	1997	B	441095	5531
28	RoadRailer Mark V Intermediate Bogie	1997	B	441096	5532
29	RoadRailer Mark V Intermediate Bogie	1997	B	441097	5533
30	RoadRailer Mark V Intermediate Bogie	1997	B	441098	5534
31	RoadRailer Mark V Intermediate Bogie	1997	B	441100	5536
32	RoadRailer Mark V Intermediate Bogie	1997	B	441101	5537
33	RoadRailer Mark V Intermediate Bogie	1997	B	441102	5538
34	RoadRailer Mark V Intermediate Bogie	1997	B	441104	5540
35	RoadRailer Mark V Intermediate Bogie	1997	B	441105	5541
36	RoadRailer Mark V Intermediate Bogie	1997	B	441106	5542
37	RoadRailer Mark V Intermediate Bogie	1997	B	441107	5543
38	RoadRailer Mark V Intermediate Bogie	1997	B	441108	5544
39	RoadRailer Mark V Intermediate Bogie	1997	B	441110	5546
40	RoadRailer Mark V Intermediate Bogie	1997	B	441111	5547
41	RoadRailer Mark V Intermediate Bogie	1997	B	441112	5548
42	RoadRailer Mark V Intermediate Bogie	1997	B	441113	5549
43	RoadRailer Mark V Intermediate Bogie	1997	B	441115	5551
44	RoadRailer Mark V Intermediate Bogie	1997	B	441116	5552
45	RoadRailer Mark V Intermediate Bogie	1997	B	441117	5553
46	RoadRailer Mark V Intermediate Bogie	1997	B	441118	5554
47	RoadRailer Mark V Intermediate Bogie	1997	B	441119	5555
48	RoadRailer Mark V Intermediate Bogie	1997	B	441120	5556
49	RoadRailer Mark V Intermediate Bogie	1997	B	441121	5557
50	RoadRailer Mark V Intermediate Bogie	1997	B	441122	5558
51	RoadRailer Mark V Intermediate Bogie	1997	B	441123	5559
52	RoadRailer Mark V Intermediate Bogie	1997	B	441124	5560
53	RoadRailer Mark V Intermediate Bogie	1997	B	441125	5561
54	RoadRailer Mark V Intermediate Bogie	1997	B	441126	5562
55	RoadRailer Mark V Intermediate Bogie	1997	B	441127	5563
56	RoadRailer Mark V Intermediate Bogie	1997	B	441128	5564
57	RoadRailer Mark V Intermediate Bogie	1997	B	441129	5565
58	RoadRailer Mark V Intermediate Bogie	1997	B	441130	5566
59	RoadRailer Mark V Intermediate Bogie	1997	B	441131	5567
60	RoadRailer Mark V Intermediate Bogie	1997	B	441132	5568
61	RoadRailer Mark V Intermediate Bogie	1997	B	441133	5569

62	RoadRailer Mark V Intermediate Bogie	1997	B	441134	5570
63	RoadRailer Mark V Intermediate Bogie	1997	B	441135	5571
64	RoadRailer Mark V Intermediate Bogie	1997	B	441136	5572
65	RoadRailer Mark V Intermediate Bogie	1997	B	441137	5573
66	RoadRailer Mark V Intermediate Bogie	1997	B	441138	5574
67	RoadRailer Mark V Intermediate Bogie	1997	B	441139	5575
68	RoadRailer Mark V Intermediate Bogie	1997	B	441140	5576
69	RoadRailer Mark V Intermediate Bogie	1997	B	441141	5577
70	RoadRailer Mark V Intermediate Bogie	1997	B	441142	5578
71	RoadRailer Mark V Intermediate Bogie	1997	B	441144	5580
72	RoadRailer Mark V Intermediate Bogie	1997	B	441145	5581
73	RoadRailer Mark V Intermediate Bogie	1997	B	441146	5582
74	RoadRailer Mark V Intermediate Bogie	1997	B	441147	5583
75	RoadRailer Mark V Intermediate Bogie	1997	B	441148	5584
76	RoadRailer Mark V Intermediate Bogie	1997	B	441150	5586
77	RoadRailer Mark V Intermediate Bogie	1997	B	441151	5587
78	RoadRailer Mark V Intermediate Bogie	1997	B	441152	5588
79	RoadRailer Mark V Intermediate Bogie	1997	B	441153	5589
80	RoadRailer Mark V Intermediate Bogie	1997	B	441154	5590
81	RoadRailer Mark V Intermediate Bogie	1997	B	441155	5591
82	RoadRailer Mark V Intermediate Bogie	1997	B	441157	5593
83	RoadRailer Mark V Intermediate Bogie	1997	B	441158	5594
84	RoadRailer Mark V Intermediate Bogie	1997	B	441159	5595

	<u>Equipment Type</u>	<u>Model Year</u>	<u>Lease Schedule</u>	<u>Serial Number</u>	<u>Amtrak Unit Number</u>
1	RoadRailer Mark V Uni-directional Coupler Mate Bogie	1997	C	430845	5200
2	RoadRailer Mark V Uni-directional Coupler Mate Bogie	1997	C	430846	5201
3	RoadRailer Mark V Uni-directional Coupler Mate Bogie	1997	C	430847	5202
4	RoadRailer Mark V Uni-directional Coupler Mate Bogie	1997	C	430848	5203
5	RoadRailer Mark V Uni-directional Coupler Mate Bogie	1997	C	441166	5204
6	RoadRailer Mark V Uni-directional Coupler Mate Bogie	1997	C	441167	5205
7	RoadRailer Mark V Uni-directional Coupler Mate Bogie	1997	C	441168	5206
8	RoadRailer Mark V Uni-directional Coupler Mate Bogie	1997	C	441169	5207
9	RoadRailer Mark V Uni-directional Coupler Mate Bogie	1997	C	441178	5208
10	RoadRailer Mark V Uni-directional Coupler Mate Bogie	1997	C	441179	5209
11	RoadRailer Mark V Uni-directional Coupler Mate Bogie	1997	C	490579	5210
12	RoadRailer Mark V Uni-directional Coupler Mate Bogie	1997	C	490580	5211
13	RoadRailer Mark V Uni-directional Coupler Mate Bogie	1997	C	490581	5212
14	RoadRailer Mark V Uni-directional Coupler Mate Bogie	1997	C	490582	5213
15	RoadRailer Mark V Uni-directional Coupler Mate Bogie	1997	C	490583	5214
16	RoadRailer Mark V Uni-directional Coupler Mate Bogie	1997	C	490584	5215

	<u>Equipment Type</u>	<u>Model Year</u>	<u>Lease Schedule</u>	<u>Serial Number</u>	<u>Amtrak Unit Number</u>
1	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y2SL281210	460000
2	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y1SL281229	460001
3	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532T4SL281276	460002
4	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532X0SL281388	460003
5	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y3SL281393	460004
6	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y7SL281400	460005
7	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y6SL281405	460006
8	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y8SL281406	460007
9	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532YXSL281407	460008
10	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y1SL281408	460009
11	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y3SL281412	460010
12	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y6SL281422	460011
13	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y5SL281427	460012
14	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y4SL281435	460013
15	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y7SL281445	460014
16	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y9SL281446	460015
17	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y2SL281448	460016
18	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y4SL281449	460017
19	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y6SL281453	460018
20	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y8SL281454	460019
21	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532YXSL281455	460020
22	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y3SL281457	460021
23	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y5SL281458	460022
24	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y7SL281459	460023
25	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y3SL281460	460024
26	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y5SL281461	460025
27	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y7SL281462	460026
28	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y6SL281467	460027
29	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y8SL281468	460028
30	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532YXSL281469	460029
31	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y6SL281470	460030
32	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532YXSL281472	460031
33	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y5SL281475	460032
34	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y0SL281478	460033
35	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y2SL281479	460034
36	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y9SL281480	460035
37	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y2SL281482	460036
38	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y8SL281485	460037
39	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532YXSL281486	460038
40	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y1SL281487	460039
41	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y3SL281488	460040
42	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y1SL281490	460041
43	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y3SL281491	460042
44	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y5SL281492	460043

134	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y6SL281596	460133
135	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y8SL281597	460134
136	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532YXSL281598	460135
137	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y1SL281599	460136
138	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y6SL281601	460137
139	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y8SL281602	460138
140	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532YXSL281603	460139
141	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y5SL281606	460140
142	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y7SL281607*	460141
<i>*This item was a casualty loss in 1/2002 and entitles Transfee to a purchase price adjustment pursuant to section 3.02 of</i>					
143	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y9SL281608	460142
144	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y0SL281609	460143
145	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y9SL281611	460144
146	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y2SL281613	460145
147	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y4SL281614	460146
148	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y6SL281615	460147
149	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y1SL281618	460148
150	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y3SL281619	460149
151	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y1SL281621	460150
152	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y3SL281622	460151
153	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y5SL281623	460152
154	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y7SL281624	460153
155	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y9SL281625	460154
156	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y0SL281626	460155
157	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y2SL281627	460156
158	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y6SL281629	460157
159	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y2SL281630	460158
160	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y4SL281631	460159
161	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y6SL281632	460160
162	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y8SL281633	460161
163	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532YXSL281634	460162
164	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y1SL281635	460163
165	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y3SL281636	460164
166	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y5SL281637	460165
167	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y7SL281638	460166
168	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y9SL281639	460167
169	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y5SL281640	460168
170	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y9SL281642	460169
171	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y0SL281643	460170
172	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y4SL281645	460171
173	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532YXSL281648	460172
174	RoadRailer Mark V Aluminum Plate Van	1995	D	1JJR532Y1SL281649	460173

