

JOHN D. HEFFNER, PLLC

1920 N ST., N.W.

SUITE 800

WASHINGTON, D.C. 20036

(202) 263-4180

FAX (202) 296-3939

j.heffner@verizon.net

RECORDATION NO.

24626-K

JAN 06 '06

5-01 PM

SURFACE TRANSPORTATION BOARD

January 6, 2006

Hon. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423-0001
Attn: Equipment recordations

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 the following two documents which have been signed and notarized:

The Amended and Restated Locomotive Security Agreement dated December 27, 2005.

The names and addresses of the parties to the enclosed documents are:

Company: National Railway Equipment Co.
14400 S. Robey Street
P.O. Box 2270
Dixmoor, IL 60426

Lender: LaSalle Bank National Association
135 So. LaSalle Street
Chicago, IL 60603

A description of the railroad equipment covered by the enclosed document is:

(i) All railroad cars, locomotives, or other rolling stock or accessories used on such railroad cars, locomotives or other rolling stock, as may be further described as "Locomotive Collateral" in Schedule 1.1, to the Amended and Restated Locomotive Security Agreement; (ii) all railroad cars, locomotives, or other rolling stock, or accessories used on such railroad cars, locomotives or other rolling stock acquired by any Grantor after the date hereof; (iii) all certificates of title

and all other evidence of title with respect to the foregoing; (iv) all books, records, and files of whatever form or nature, whether or not written, stored electronically or in any other form, relating to any and all of the foregoing; and (v) all products or proceeds of all of the foregoing, including proceeds of any insurance.

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

"The Amended and Restated Loan and Security Agreement"

I am also enclosing one check for \$33 payable to the Surface Transportation Board to cover the required recordation fee.

Please date stamp and return to me one copy of the enclosed document.

Sincerely yours,



John D. Heffner

Enclosure

cc: Daniel Strzalka, Esq.
Robert Loewer, Esq.

JAN 06 '06

5-01 PM

SURFACE TRANSPORTATION BOARD

AMENDED AND RESTATED LOCOMOTIVE SECURITY AGREEMENT

THIS AMENDED AND RESTATED LOCOMOTIVE SECURITY AGREEMENT (this "Agreement") is made as of the 27th day of December, 2005, by NATIONAL RAILWAY EQUIPMENT CO., an Illinois corporation ("**NREC**"), NREC POWER SYSTEMS, INC., a Louisiana corporation ("**Power Systems**"), NRE WHEELWORKS, INC., an Illinois corporation ("**NRE Wheelworks**"), N.R.E. ACQUISITION CO., L.L.C., a Kentucky limited liability company ("**NRE Acquisition**"), NRE-ALCO LOCOMOTIVES OF CANADA, INC., an Illinois corporation ("**NRE-ALCO**"), ALCO LOCOMOTIVE COMPANY, an Illinois corporation ("**ALCO**"), NRE-ALCO LOCOMOTIVES OF CANADA CO., a Nova Scotia unlimited liability company ("**NRE Canada**") (each a "**Grantor**" and collectively, the "**Grantors**"), in favor of LASALLE BANK NATIONAL ASSOCIATION (the "**Lender**").

WHEREAS, Grantors and Lenders have entered into a Second Amended and Restated Loan and Security Agreement of even date herewith (such Second Amended and Restated Loan and Security Agreement, as the same may be amended, modified, supplemented, increased or restated from time to time hereafter is referred to as the "**Loan Agreement**") pursuant to which the Grantors have refinanced certain debt and Lender has agreed to make Loans and make other financial accommodations to the Grantors from time to time on the terms and conditions set forth therein;

WHEREAS, as a condition to such refinancing and the making of Loans and the issuance of Letters of Credit, Lender requires that each Grantor grant a security interest in its locomotive inventory in accordance with this Agreement;

WHEREAS, the parties hereto agree that the security interest granted by Grantors hereunder shall be a continuation of the security interest granted by Grantors to Lender pursuant to that certain Locomotive Security Agreement by and among NREC, NRE Wheelworks, NRE Acquisition, NRE-ALCO, ALCO, NRE CANADA and Lender dated as of September 30, 2003 (the "**Existing Locomotive Security Agreement**"); and

WHEREAS, each Grantor has determined that the execution, delivery and performance of this Agreement is in its best business and pecuniary interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties hereto, it is agreed as follows:

1. DEFINITIONS

1.1 Definitions. As used herein, the following terms shall have the meanings set forth in this Section:

"Liabilities" shall mean all of Grantors' and their Subsidiaries' liabilities, obligations and indebtedness to Lender of any and every kind and nature, whether primary, secondary, direct, absolute, contingent, fixed, or otherwise (including, without

limitation, interest, charges, expenses, reasonable attorneys' fees and other sums chargeable to Grantors or their Subsidiaries by Lender, future advances made to or for the benefit of Grantors and obligations of performance), whether arising under the Loan Agreement, under any of the Ancillary Agreements or acquired by Lender from any other source, whether previously, now or to be owing, arising, due, or payable from Grantors' or their Subsidiaries to Lender, however evidenced, created, incurred, acquired or owing and however arising, whether under written or oral agreement, operation of law, or otherwise.

"Locomotive Collateral" shall mean (i) all railroad cars, locomotives, or other rolling stock, or accessories used on such railroad cars, locomotives or other rolling stock, as described in Schedule 1.1 to this Agreement; (ii) all railroad cars, locomotives, or other rolling stock, or accessories used on such railroad cars, locomotives or other rolling stock acquired by any Grantor after the date hereof; (iii) all certificates of title and all other evidence of title with respect to the forgoing; (iv) all books, records and files of whatever type or nature, whether or not written, stored electronically or in any other form, relating to any and all of the forgoing; and (v) all products or proceeds of all of the forgoing, including proceeds of any insurance.

"UCC" shall mean the Uniform Commercial Code as enacted in the State of Illinois, as amended from time to time, provided that to the extent that the UCC is used to define any term herein, and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern.

1.2 Other Definitions. All capitalized terms used herein not specifically defined herein shall have the meaning ascribed to them in the Loan Agreement. All other terms contained in this Agreement, whether or not capitalized, which are not otherwise defined in this Agreement or the Loan Agreement shall, unless the context indicates otherwise, have the meanings provided for by the UCC in effect from time to time, to the extent the same are used or defined therein.

2. SECURITY INTEREST.

As security for the payment in full of all of the Liabilities, each Grantor hereby grants to Lender a security interest in such Grantor's right, title and interest in and to the Locomotive Collateral, whether now owned or existing or hereafter acquired or arising.

3. REPRESENTATIONS AND WARRANTIES OF GRANTOR.

Each Grantor represents and warrants to Lender that:

3.1 Authorization. The execution and performance of this Agreement have been duly authorized by all necessary action and do not and will not: (a) require any consent or approval of the shareholders of such Grantor, or the consent of any governmental entity; or (b) violate any provision of any indenture, contract, agreement or instrument to which it is a party or by which it is bound.

3.2 Title to Locomotive Collateral. Such Grantor has good and marketable title to all of the Locomotive Collateral and none of the Locomotive Collateral is subject to any security interest except for the security interest created pursuant to this Agreement or other security interests permitted by the Loan Agreement.

3.3 No Additional Locomotive Collateral. Such Grantor does not own any railroad cars, locomotives or other rolling stock other than as described on Schedule 1.1 hereto.

4. COVENANTS AND CONTINUING AGREEMENTS.

4.1 Disposition or Encumbrance of Locomotive Collateral. No Grantor will encumber, sell or otherwise transfer or dispose of the Locomotive Collateral without the prior written consent of Lender except as provided in this Agreement or in the Loan Agreement. Notwithstanding the foregoing, Grantors may sell Locomotive Collateral if such sale is in the ordinary course of such Grantor's business and provided that any such sale shall be subject to the terms of Section 3.2(C)(ii) of the Loan Agreement.

4.2 Maintenance of Locomotive Collateral. To the extent it is consistent with their normal business practices, Grantors will maintain the Locomotive Collateral in good condition and repair. At the time of attachment and perfection of the security interest granted pursuant hereto and thereafter, all tangible Locomotive Collateral will be located and will be maintained only at an Eligible Collateral Location. Except as otherwise permitted by this Agreement and in the Loan Agreement, Grantors will not remove such Locomotive Collateral from such locations. Lender's security interest attaches to all of the Locomotive Collateral wherever located and Grantors' failure to inform Lender of the location of any item or items of Locomotive Collateral shall not impair Lender's security interest thereon. Grantors and Lender agree that to the extent the Locomotive Collateral is rolling stock of Grantors, such Locomotive Collateral shall be deemed to be located at an Eligible Collateral Location subject to such reasonable conditions as Lender may deem appropriate.

4.3 Protection of Locomotive Collateral. All expenses of protecting, storing, warehousing, insuring, handling and shipping of the Locomotive Collateral, all costs of keeping the Locomotive Collateral free of any liens, encumbrances and security interests prohibited by this Agreement or the Loan Agreement and of removing the same if they should arise, and any and all excise, property, sales and use taxes imposed by any state, federal or local authority on any of the Locomotive Collateral or in respect of the sale thereof ("**Taxes**"), shall be borne and paid, jointly and severally, by Grantors and if Grantors fail to promptly pay any Taxes when due, Lender may, at its option, but shall not be required to pay the same whereupon the same shall constitute Liabilities and shall bear interest at the Default Rate specified in the Loan Agreement and shall be secured by the security interest granted hereunder and under the Loan Agreement. Notwithstanding the foregoing, Grantors may dispute any such Taxes without prior payment thereof provided that Grantors shall give Lender prompt notice of such dispute and shall be diligently contesting the same in good faith and by an appropriate proceeding, the effect of which is to prevent the collection of such Taxes, and further provided that, in any event, Grantors shall pay such Taxes prior to the levy or attachment of any Locomotive Collateral.

4.4 Insurance. Grantors will procure and maintain, or cause to be procured and maintained, insurance issued by responsible insurance companies insuring the Locomotive Collateral against damage and loss by theft, fire, collision, and such other risks as are usually carried by owners of similar properties or as may be requested by Lender in an amount equal to the replacement value thereof, and, in any event, in an amount sufficient to avoid the application of any co-insurance provisions and payable, in the case of any loss in excess of \$100,000.00, to Grantors and Lender jointly. All such insurance shall contain an agreement by the insurer to provide Lender with thirty (30) days' prior notice of cancellation and an agreement that the interest of Lender shall not be impaired or invalidated by any act or neglect of Grantors nor by the occupation of the premises wherein such Locomotive Collateral is located for purposes more hazardous than are permitted by said policy. Grantors will deliver evidence of such insurance and the policies of insurance or copies thereof to Lender upon request. Unless Grantors provide Lender with evidence of the insurance coverage required by this Section, Lender may purchase, at Grantors' expense, insurance to protect Lender's interest in the Locomotive Collateral. The coverage that Lender purchases may not pay any claim that Grantors make or any claim that is made against Grantors in connection with the Locomotive Collateral. Grantors may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Grantors have obtained insurance as required by this section. If Lender purchases insurance for the Locomotive Collateral, Grantors will be responsible for the costs of the insurance, including interest and any charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Liabilities. The costs of the insurance may be more than the cost of insurance Grantors may be able to obtain itself.

4.5 Compliance with Law. Grantors will not use the Locomotive Collateral, or knowingly permit the Locomotive Collateral to be used, for any unlawful purpose or in violation of any federal, state or municipal law.

4.6 Books and Records; Access.

(a) Each Grantor will permit Lender and its representatives to examine such Grantor's books and records with respect to the Locomotive Collateral and make extracts therefrom and copies thereof at any time and from time to time, and such Grantor will furnish such information and reports to Lender and its representatives regarding the Locomotive Collateral as Lender and its representatives may from time to time request upon two (2) days prior written notice to such Grantor. Each Grantor will also permit Lender and its representatives to inspect the Locomotive Collateral at any time and from time to time as Lender and its representatives may request upon two (2) days prior written notice to such Grantor.

(b) Lender shall have authority, at any time, to place, or require each Grantor to place upon such Grantor's books and records relating to rights to payment covered by the security interest granted hereby a notation or legend stating that such rights to payment are subject to Lender's security interest.

4.7 Notice of Default. Immediately upon any officer of any Grantor becoming aware of the existence of any Default or Event of Default, such Grantor will give notice to Lender that such Default or Event of Default exists, stating the nature thereof, the period of existence thereof, and what action such Grantor proposes to take with respect thereto.

4.8 Additional Documentation. Grantors will execute, from time to time, and authorizes Lender to execute from time to time as Grantors' attorney-in-fact and/or file, such financing statements, assignments, and other documents, whether required by 49 U.S.C. §11301 (and successor provisions) and the regulations promulgated thereunder covering the Locomotive Collateral, including proceeds thereof, or as Lender may request in order to create, evidence, perfect, maintain or continue its security interest in the Locomotive Collateral (including additional Locomotive Collateral acquired by Grantors after the date hereof), and Grantors will pay the cost of filing the same in all public offices in which Lender may deem filing to be appropriate and will notify Lender promptly upon acquiring any additional Locomotive Collateral that may require an additional filing.

5. POWER OF ATTORNEY.

Each Grantor hereby appoints Lender, or any person whom Lender may from time to time designate, as such Grantor's attorney-in-fact with power, from and during the occurrence of an Event of Default, to: (a) endorse such Grantor's name on any checks, notes, acceptances, drafts or other forms of payment or security evidencing or relating to any Locomotive Collateral that may come into Lender's possession; (b) sign such Grantor's name on any invoice or bill of lading or other documents of title relating to any Locomotive Collateral; and (c) do all things necessary to carry out this Agreement. Each Grantor ratifies and approves all acts of the attorney taken within the scope of the authority granted. Neither Lender nor the attorney will be liable for any acts of commission or omission nor for any error in judgment or mistake of fact or law. This power, being coupled with an interest, is irrevocable so long as any of the Liabilities remain unpaid. Each Grantor waives presentment and protest of all instruments and notice thereof, notice of default and dishonor and all other notices to which such Grantor may otherwise be entitled.

6. ASSIGNMENT OF INSURANCE.

Grantors hereby assign to Lender, as additional security for payment of the Liabilities, any and all monies due or to become due under, and any and all other rights of Grantors with respect to, any and all policies of insurance covering the Locomotive Collateral. So long as no Event of Default has occurred and is continuing, Grantors may itself adjust and collect for any losses of up to an aggregate amount of \$75,000.00 for all occurrences during any of Grantors' fiscal years and Grantors may use the resulting insurance proceeds for the replacement, restoration or repair of the Locomotive Collateral. After the occurrence and during the continuance of a Event of Default, or after the aggregate amount of losses arising out of all occurrences during any of Grantors' fiscal years exceed \$50,000.00, Lender may (but need not) in its own name or in Grantors' name execute and deliver proofs of claim, receive such monies, and settle or litigate any claim against the issuer of any such policy and Grantors direct the issuer to pay any such monies directly to Lender and Lender, at its sole discretion and regardless of

whether Lender exercises its right to collect insurance proceeds under this Section, may apply any insurance proceeds to the payment of the Liabilities, whether due or not, in such order and manner as Lender may elect or may permit Grantors to use such insurance proceeds for the replacement, restoration or repair of the Locomotive Collateral.

7. EVENTS OF DEFAULT.

The occurrence of any Event of Default as defined in the Loan Agreement shall constitute an Event of Default hereunder.

8. RIGHTS AND REMEDIES ON DEFAULT.

Upon the occurrence of an Event of Default, and at any time thereafter until such Event of Default is cured to the satisfaction of Lender, and in addition to the rights granted to Lender under this Agreement and the Loan Agreement, Lender may exercise any one or more of the following rights and remedies:

8.1 Acceleration of Liabilities. Declare any and all Liabilities to be immediately due and payable, and the same shall thereupon become immediately due and payable without further notice or demand.

8.2 Deal with Locomotive Collateral. In the name of Grantors or otherwise, demand, collect, receive and give receipt for, compound, compromise, settle and give acquittance for and prosecute and discontinue any suits or proceedings in respect of any or all of the Locomotive Collateral.

8.3 Realize on Locomotive Collateral. Take any action which Lender may deem reasonably necessary or desirable in order to realize on the Locomotive Collateral, including, without limitation, the power to perform any contract or to endorse in the name of Grantors any checks, drafts, notes, or other instruments or documents received in payment of or on account of the Locomotive Collateral. Lender may comply with any applicable state or federal law requirements in connection with a disposition of the Locomotive Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Locomotive Collateral. Lender may sell the Locomotive Collateral without giving any warranties as to the Locomotive Collateral. Lender may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Locomotive Collateral.

8.4 Access to Property. Enter upon and into and take possession of all or such part or parts of the properties of Grantors, including lands, plants, buildings, machinery, equipment and other property as may be necessary or appropriate in the reasonable judgment of Lender, to permit or enable Lender to store, lease, sell or otherwise dispose of or collect all or any part of the Locomotive Collateral, and use and operate said properties for such purposes and for such length of time as Lender may deem necessary or appropriate for said purposes without the payment of any compensation to Grantors therefor. Grantors shall provide Lender with all information and assistance requested by Lender to facilitate the storage, leasing, sale or other

disposition or collection of the Locomotive Collateral after an Event of Default has occurred and is continuing.

8.5 Other Rights. Exercise any and all other rights and remedies available to it by law or by agreement, including rights and remedies under the UCC as adopted in the relevant jurisdiction or any other applicable law, or under the Loan Agreement and, in connection therewith, Lender may require Grantors to assemble the Locomotive Collateral and make it available to Lender at a place to be designated by Lender, and any notice of intended disposition of any of the Locomotive Collateral required by law shall be deemed reasonable if such notice is mailed or delivered to Grantors at its address as shown on Lender's records at least ten (10) days before the date of such disposition.

8.6 Application of Proceeds. All proceeds of Locomotive Collateral shall be applied in accordance with the UCC, and such proceeds applied toward the Liabilities as set forth in the Loan Agreement.

9. MISCELLANEOUS.

9.1 No Liability on Locomotive Collateral. It is understood that Lender does not in any way assume any of Grantors' Liabilities with respect to any of the Locomotive Collateral. Grantors hereby agree to indemnify Lender against all liability arising in connection with or on account of any of the Locomotive Collateral, except for any such liabilities arising on account of Lender's negligence or willful misconduct.

9.2 No Waiver. Lender shall not be deemed to have waived any of its rights hereunder or under the Loan Agreement or any other agreement, instrument or paper signed by Grantors unless such waiver be in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

9.3 Remedies Cumulative. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall not bar or be a condition to the exercise or enforcement of any other.

9.4 Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Illinois, except to the extent that the perfection of the security interest hereunder, or the enforcement of any remedies hereunder, with respect to any particular Locomotive Collateral shall be governed by federal law or the laws of a jurisdiction other than the State of Illinois.

9.5 Expenses. Grantors agree to pay the reasonable attorneys' fees and legal expenses incurred by Lender in the exercise of any right or remedy available to it under this Agreement, whether or not suit is commenced, including, without limitation, attorneys' fees and legal expenses incurred in connection with any appeal of a lower court's order or judgment.

9.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Grantors and Lender.

9.7 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

9.8 No Obligation to Pursue Others. Lender has no obligation to attempt to satisfy the Liabilities by collecting them from any other person liable for them and Lender may release, modify or waive any Locomotive Collateral provided by any other person to secure any of the Liabilities, all without affecting Lender's rights against Grantors. Grantors waive any right Grantors may have to require Lender to pursue any third person for any of the Liabilities.

9.9 Continuation of Security Interest. Grantors agree and confirm that nothing in this Agreement shall be construed to release, cancel, terminate or otherwise adversely affect all or any part of any lien or other encumbrance granted with respect to the Existing Locomotive Security Agreement and such security shall continue to secure the Liabilities, and the parties hereto agree that, except as provided in this 9.9, the Existing Locomotive Security Agreement is superceded by this Agreement and shall have no further force and effect.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date and year first above written.

NATIONAL RAILWAY EQUIPMENT CO.,
an Illinois corporation

By: S. J. Beal
Name: _____
Title: _____

NRE WHEELWORKS, INC., an Illinois corporation

By: S. J. Beal
Name: _____
Title: _____

NRE ACQUISITION CO., L.L.C., a
Kentucky limited liability company

By: S. J. Beal
Name: _____
Title: _____

NRE-ALCO LOCOMOTIVES OF CANADA, INC., an Illinois corporation

By: S. J. Beal
Name: _____
Title: _____

ALCO LOCOMOTIVE COMPANY, an
Illinois corporation

By: S. J. Beal
Name: _____
Title: _____

NRE-ALCO LOCOMOTIVES OF CANADA CO., a Nova Scotia unlimited liability company

By: S. J. Beal
Name: _____
Title: _____

NREC POWER SYSTEMS, INC., a
Louisiana corporation

By: S. J. Beal
Name: _____
Title: _____

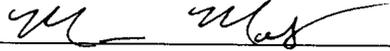
STATE OF ILLINOIS)
)ss.
COUNTY OF _____)

On this 22 day of December, 2005, before me personally appeared Lawrence Beal, to me personally known, who being by me duly sworn, says that he is the President of National Railway Equipment Co., NREC Power Systems, Inc., NRE Wheel Works, Inc., Alco Locomotive Company, NRE-ALCO Locomotives of Canada, Inc., NRE-ALCO Locomotives of Canada, Co. and the President of the sole member, National Railway Equipment, Co., of NRE Acquisition, Co., L.L.C. that the foregoing instrument was signed on behalf of said companies and limited liability company, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: Jean Chambers
My commission expires: June 13, 2006

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By:  _____

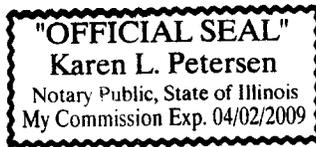
Name: Marcus Montanye

Its: First Vice President

STATE OF ILLINOIS)
)ss.
COUNTY OF ~~COOK~~ ^{Lake})

On this 27th day of December 2005, before me personally appeared Marcus Montanye, to me personally known, who being by me duly sworn, says that he is a First Vice President of LaSalle Bank National Association, that the foregoing instrument was signed on behalf of said bank and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: *K. Petersen*
My commission expires: 4-2-09



Schedule 1.1

Locomotive Collateral

SCHEDULE 1.1

LOCOMOTIVE INVENTORY							
COMBINED-1		9/30/2005					
BLD	MODEL		MARKINGS	ORIGIN	LOCATION	FRAME #	DATE RECVD
EMD	SW1	76	ISC	ISC	DIXMOOR	6215-1	11/1/1987
EMD	SW1	78	ISC	ISC	DIXMOOR	4094-1	3/11/1994
EMD	SW1	100	ETHYL	ETHYL	DIXMOOR	NO FIND	3/11/1994
EMD	NW2	100	MNNC		SILVIS	E-1181-7	2/27/2003
EMD	NW2	485	NSS	NSS	SILVIS	NO FIND	10/6/1993
EMD	NW2	1306			MTV	E-1045-39	10/1/1997
EMD	NW2	1328			MTV	E-1045-13	10/1/1997
EMD	NW2	4743	GMQ		ARKANSAS		10/1/2002
EMD	NW2	9537			MTV	E-1022-26	10/1/1997
EMD	SW8	129	HOL	HOL	HOLNAM		2/1/2000
EMD	SW9	129	ISC	ISC	DIXMOOR	NO FIND	1/3/1995
EMD	SW9	622			DIXMOOR	6328-3	10/25/1993
EMD	SW9	1241	GC	GCS	MTV		
EMD	SW9	2119	SOO	SOO	SILVIS	4156-3	1/24/1997
EMD	SW9	2295			MTV	6090-2	10/1/1997
EMD	SW900	99	RS	RS	DIXMOOR	6534-1	5/1/1992
EMD	SW900	128	HOL	HOL	HOLNAM		2/1/2000
EMD	SW900	1109	NS	NS	SILVIS	4130-1	1/24/1997
EMD	SW900	9655	USS	USS	DIXMOOR		12/4/2002
EMD	SW10	3653	BN	BN	MTV		8/20/2004
EMD	SW10	1212	UP	CP	CAPREOL		8/31/2005
EMD	SW10	1213	UP	CP	CAPREOL		8/31/2005
EMD	SW10	1217	UP	CP	CAPREOL		8/31/2005
EMD	SW10	1222	UP	CP	CAPREOL		8/31/2005
EMD	SW10	1231	UP	CP	CAPREOL		8/31/2005
EMD	SW10	1283	CP	CP	KIDD CREEK		8/31/2005
EMD	SW10	1284	CP	CP	CAPREOL		8/31/2005
EMD	SW10	1287	CP	CP	CAPREOL		8/31/2005
EMD	sw1000	203	nrex	BOKE	DIXMOOR		12/21/2004
EMD	SW1001	201	CBG	CGB	DIXMOOR	712083-1	
EMD	SW1001	202		BOKE	DIXMOOR	86-7003	3/1/2002
EMD	SW12	3525	BNSF	BNSF	DIXMOOR		12/21/2004
EMD	SW1200	1	MKT	MKT	MTV	4416-1	10/1/1997
EMD	SW1200	9	USS	USS	DIXMOOR	4307-1	
EMD	SW1200	13	USS	USS	DIXMOOR	4414-21	
EMD	SW1200	19	USS	USS	DIXMOOR	6368-9	
EMD	SW1200	21	USS	USS	DIXMOOR	6325-3	
EMD	SW1200	22	NREX		SILVIS		8/31/2003
EMD	SW1200	54	uss	USS	DIXMOOR		1/31/2005
EMD	SW1200	55	uss	USS	DIXMOOR		3/31/2005
EMD	SW1200	46	uss	USS	DIXMOOR		12/31/2004
EMD	SW1200	48	USS	USS	DIXMOOR		12/31/2004
EMD	SW1200	31	USS	USS	DIXMOOR	4404-1	
EMD	SW1200	32	USS	USS	SILVIS	6242-6	1/4/1996

LOCOMOTIVE INVENTORY							
COMBINED-1		9/30/2005					
BLD	MODEL		MARKINGS	ORIGIN	LOCATION	FRAME #	DATE RECVD
EMD	SW1200	90	ISC	ISC	DIXMOOR	4368-1	1/3/1995
EMD	SW1200	91	ISC	ISC	DIXMOOR	4368-2	1/3/1995
EMD	SW1200	94	ISC	ISC	DIXMOOR	4409-01	1/3/1995
EMD	SW1200	96	ISC	ISC	DIXMOOR	4409-3	1/3/1995
EMD	SW1200	106	USS	USS	DIXMOOR	4329-1	1/16/1995
EMD	SW1200	107	ISC	ISC	SILVIS	4460-1	11/30/1992
EMD	SW1200	108	APM	USS	MEXICO		4/1/2001
EMD	SW1200	110	MNNC		SILVIS	4257-1	2/27/2003
EMD	SW1200	111	ISC	ISC	DIXMOOR	4480-1	
EMD	SW1200	112	APM	USS	MEXICO		4/1/2001
EMD	SW1200	113	USS	USS	SILVIS	4329-8	7/4/1995
EMD	SW1200	148			MTV	535441	10/1/1997
EMD	SW1200	152	NREX		ISC		8/1/1998
EMD	SW1200	153	NREX		ISC		9/1/1998
EMD	SW1200	155	NREX		ISC		10/1/1999
EMD	SW1200	1243	USS	USS	granite city		12/31/2004
EMD	SW1200	1286	NREX		SILVIS	4491-7	2/14/1995
EMD	SW1200	2113	APM	SOO	SILVIS	4155-3	1/24/1997
EMD	SW1200	2256	IHB	IHB	IHB		1/1/1995
EMD	SW1200	2272	IHB	IHB	IHB		12/1/1994
EMD	SW1200	3500	BN	BN	SILVIS		7/18/2004
EMD	SW1200	3520	BN	BN	MTV		8/20/2004
EMD	SW1200	7709	CN	CN	DIXMOOR	NO FIND	12/16/1993
EMD	SW1200	7722	CN	CN	DIXMOOR	NO FIND	12/6/1993
EMD	SW1200	704D			MTV	6374-7	10/1/1997
EMD	SW1200	707C			MTV	6374-9	10/1/1997
EMD	SW1200	708C			MTV	6374-2	10/1/1997
EMD	SW14	1410	IC	IC	DIXMOOR	NO FIND	4/5/1995
EMD	SW14	1416	IC	IC	DIXMOOR	6008-6	5/2/1994
EMD	SW14	1430	NREX	IC	MTV		
EMD	SW14	1432	IC	IC	MTV		4/1/2000
EMD	SW14	1435	IC	IC	ispat	N/A	5/1/2000
EMD	SW14	1437	IC	IC	MTV	4184-14	11/1/1999
EMD	SW14	1442	NREX	IC	DIXMOOR	4123-16	8/7/1995
EMD	SW14	1450	IC	IC	DIXMOOR	4184-8	6/6/1997
EMD	SW14	1455	IC	IC	DIXMOOR	4093-21	6/6/1997
EMD	SW1500	1405	SP	SP	EDDYVILLE	71612-1	10/1/1999
EMD	SW1500	1509	A&S	A&S	DIXMOOR	7190-4	2/26/2001
EMD	SW1500	1514	A&S	A&S	DIXMOOR	7285-3	2/26/2001
EMD	SW1500	2459	SP	SP	MTV	N/A	5/1/2000
EMD	SW1500	2472	SP	SP	MTV	7997-10	5/1/2000
EMD	SW1500	2498	SP	SP	MTV	7109-6	5/1/2000
EMD	SW1500	2501	SP	SP	MTV	7109-9	6/1/2000
EMD	SW1500	2531	SP	SP	NAVY	4608-81	12/1/2001

LOCOMOTIVE INVENTORY							
COMBINED-1		9/30/2005					
BLD	MODEL		MARKINGS	ORIGIN	LOCATION	FRAME #	DATE RECVD
EMD	SW1500	2543			BORDER		4/1/2001
EMD	SW1500	2601	SP	SP	MTV		
EMD	F40C	610	METRA	METRA	DIXMOOR		9/2/2004
EMD	F9B	1018	CP	CP	SILVIS	NO FIND	8/28/1999
EMD	F9B	1019	CP	CP	SILVIS	NO FIND	8/28/1999
EMD	F9	9164	CN	CN	SILVIS	NO FIND	1/2/1991
EMD	F9	9177	CN	CN	DIXMOOR	NO FIND	12/1/1990
EMD	F59PH-AC	450	AMTRAK	AMTRAK	MTV	876023-1	7/1/2000
EMD	F59PH-AC	451	AMTRAK	AMTRAK	MTV	876023-2	7/1/2000
EMD	CF7	2632	NREX	ATSF	SILVIS		1/1/1998
EMD	CF7	7012	MS	MS	SILVIS	NO FIND	9/30/1994
EMD	GP7	100	MKT	MKT	DIXMOOR	5049-1	
EMD	GP7	1437	BNSF	BNSF	SILVIS		12/21/2004
EMD	GP7	101	MKT	MKT	DIXMOOR	5049-2	
EMD	GP7	104	MKT	MKT	DIXMOOR	5049-5	
EMD	GP7	113	RA	RA	DIXMOOR		5/1/2000
EMD	GP7	1369	BNSF	BNSF	SILVIS		4/1/2005
EMD	GP7 F/CAR	400	MINC	MINC	SILVIS	5068-3	8/28/1999
EMD	GP7 F/CAR	401	MINC	MINC	SILVIS	5068	8/28/1999
EMD	GP7	1367	BN	BN	SILVIS		10/13/2004
EMD	GMD1	1901	CN	CN	CAP		
EMD	GMD1	1905	CN	CN	SILVIS	NO FIND	8/15/1998
EMD	GMD1	1907	CN	CN	SILVIS	NO FIND	8/15/1998
EMD	GMD1	1915	CN	CN	SILVIS	NO FIND	8/15/1998
EMD	GP7	2024	ATSF	ATSF	DIXMOOR	6522-12	
EMD	GP7	3825	BN	BN	SILVIS		10/13/2004
EMD	GP7	4328			MTV	5089-1	10/1/2001
EMD	GP7	151	sctr		SILVIS		9/30/2005
EMD	GP7	152	sctr		SILVIS		9/30/2005
EMD	GP7	1601	trw		SILVIS		9/30/2005
EMD	GP7	1602	trw		SILVIS		9/30/2005
EMD	GP8	7915	IC	IC	SILVIS	6168-1	11/11/1994
EMD	GP9	201	RRRR	RRRR	SILVIS		8/6/2004
EMD	GP9	202	SO	SO	SILVIS	5398-10	12/20/1996
EMD	GP9	1407			ww southern		7/31/2005
EMD	GP9	1610	BN	BN	SILVIS	5240-1	11/25/1994
EMD	GP9	3344	SP	SP	DIXMOOR	5377-11	5/20/1997
EMD	GP9	3417	SP	SP	DIXMOOR	5436-55	5/20/1997
EMD	GP9	3421	SP	SP	SILVIS	3436-4	10/23/1997
EMD	GP9	3835	SP	SP	SILVIS	5395-36	12/13/1995
EMD	GP10	911	WSOR	WSOR	SILVIS	5580-3	9/1/2002
EMD	GP10	1029	MS	MS	SILVIS	5409-35	6/21/1994
EMD	GP10	1063	MS	MS	SILVIS	5517-13	6/21/1994
EMD	GP10	1402	BN	BN	SILVIS		4/1/2005

LOCOMOTIVE INVENTORY							
COMBINED-1		9/30/2005					
BLD	MODEL		MARKINGS	ORIGIN	LOCATION	FRAME #	DATE RECVD
EMD	GP10	1403	BN	BN	MTV		5/27/2002
EMD	GP10	1413	BN	BN	SILVIS		7/18/2002
EMD	GP10	1788			MTV	5480-1	5/1/2000
EMD	GP10	8093	CCP	IC	DIXMOOR	5378-26	1/12/2000
EMD	GP10	1414	BN	BN	SILVIS		12/21/2004
EMD	GP10	1419	BN	BN	SILVIS		12/21/2004
EMD	GP10	1436	BN	BN	SILVIS		12/21/2004
EMD	GP10	8134	IC	IC	BNSF	5409-17	11/1/2000
EMD	GP10	8171	IC	IC	DIXMOOR	5490-54	1/24/2000
EMD	GP10	8219	IC	IC	BNSF	509-8	
EMD	GP10	8258	CCP	IC	SILVIS	6496-8	5/14/1997
EMD	GP10	8308	IC	IC	SILVIS	5321-36	4/14/1994
EMD	GP10	8402	IC	IC	MTV	N/A	5/1/2000
EMD	GP10	8410		DVG	SILVIS		3/6/2002
EMD	GP10	8413	IC	IC	SILVIS	5480-27	1/24/2000
EMD	GP10	8442	IC	IC	SILVIS	5426-26	4/21/1994
EMD	GP11	8725	IC	IC	DIXMOOR	5305-7	3/1/2001
EMD	GP11	8738	IC	IC	SILVIS	5980-24	11/18/1998
EMD	GP11	8740	IC	IC	SILVIS	5480-37	11/18/1998
EMD	GP11	8748	IC	IC	SILVIS	5553-13	11/18/1998
EMD	GP11	8749	STL	STL	SILVIS		6/1/1990
EMD	GP16	1792	CSXT	CSXT	SILVIS	5141-8	12/29/1992
EMD	GP16	1852	CSXT	CSXT	SILVIS	NO FIND	4/27/1993
EMD	GP18	1801	MS	MS	SILVIS	5651-5	6/21/1994
EMD	GP18	9408	CCP	CCP	SILVIS	5614-9	11/26/1996
EMD	GP18	9413	IC	IC	SILVIS	5614-14	11/26/1996
EMD	GP18	9428	IC	IC	SILVIS	5651-14	11/26/1996
EMD	GP20	973	CCP	CCP	SILVIS	5428-4	2/4/1997
EMD	GP20 F/CAR	977	CCP	CCP	SILVIS	5353-4	2/13/1997
EMD	GP28	8418	IC	IC	SILVIS	5659-11	11/18/1998
EMD	GP28	9438	IC	IC	DIXMOOR	5659-10	1/24/2000
EMD	GP30	3008	DRGW	DRGW	SILVIS	7618-8	9/3/1997
EMD	GP30	2251					9/9/2005
EMD	GP35	829	CNW	CNW	SILVIS	7709-4	11/29/1991
EMD	GP35	2621	BNSF	BNSF	SILVIS		4/1/2005
EMD	GP35	5007	FWWW	FWWW	MTV		8/15/2002
EMD	GP35	1001	PRSX		MTV		7/31/2005
EMD	GP35	1002	PRSX		MTV		7/31/2005
EMD	GP35	1003	PRSX		MTV		7/31/2005
EMD	GP35	1004	PRSX		MTV		7/31/2005
EMD	GP35	1005	PRSX		MTV		7/31/2005
EMD	GP35	1006	PRSX		MTV		7/31/2005
EMD	GP35	1007	PRSX		MTV		7/31/2005
EMD	GP35	1008	PRSX		MTV		7/31/2005

LOCOMOTIVE INVENTORY							
COMBINED-1		9/30/2005					
BLD	MODEL		MARKINGS	ORIGIN	LOCATION	FRAME #	DATE RECVD
EMD	GP35	1009	PRSX		MTV		7/31/2005
EMD	GP38	1980	UP	UP	SILVIS		3/18/2002
EMD	GP38	1981	UP	UP	SILVIS		7/15/2002
EMD	GP38	1985	UP	UP	SILVIS		8/31/2003
EMD	GP38	1989	UP	UP	JAMAICA		4/11/2002
EMD	GP38	2045	CSXT	CSXT	DIXMOOR	7064-46	10/3/2001
EMD	GP38	2064	CSXT	CSXT	DIXMOOR	7060-65	4/30/2001
EMD	GP38	2721	NS	NS	MTV	7189-6	7/1/2001
EMD	GP38	2760	NS	NS	DIXMOOR	7240-8	7/25/2001
EMD	GP38	2790	NS	NS	DIXMOOR	7240-38	7/25/2001
EMD	GP38	3075	DRGW	DRGW	SILVIS		8/31/2003
EMD	GP38-2	3067	CP	CP	DIXMOOR	NO FIND	4/9/1999
EMD	GP39-2	7040			MTV		3/1/2005
EMD	GP39-2	7042			MTV		3/1/2005
EMD	GP40	648	WP	WP	DIXMOOR	NO FIND	12/17/2001
EMD	GP40	676	UP	UP	SILVIS	7127-16	1/28/2002
EMD	GP40	1379			VMV		4/30/2005
EMD	GP40	1385			VMV		4/30/2005
EMD	GP40	1362			MTV		6/30/2005
EMD	GP40	1369			MTV		6/30/2005
EMD	GP40	3060	DRGW	DRGW	SILVIS		4/15/2002
EMD	GP40	3071	DRGW	DRGW	SILVIS		4/24/2002
EMD	GP40	3084	DRGW	DRGW	SILVIS		4/15/2002
EMD	GP40	3141	DRGW	UP	SILVIS		3/21/2002
EMD	GP40	5510			MTV		6/30/2005
EMD	GP40	6523	CSXT	CSXT	SILVIS	7275-8	7/18/2001
EMD	GP40	6615	UTAH	CSXT	UTAH		8/1/2001
EMD	GP40	6621	UTAH	CSXT	UTAH		8/1/2001
EMD	GP40	7250	SP	SP	PCN		12/31/2003
EMD	GP40	9703	CSXT	CSXT	DIXMOOR	7944-2	6/1/2002
EMD	GP40	9731	CSXT	CSXT	DIXMOOR	7944-6	6/1/2002
EMD	GP40	9961	UP	UP	SILVIS		2/19/2002
EMD	GP40	9962	UP	UP	DIXMOOR	NO FIND	10/3/2001
EMD	GP40	9965	UP	UP	SILVIS		3/27/2002
EMD	GP40	9966	UP	UP	SILVIS		2/19/2002
EMD	GP40	9967	UP	UP	MTV		10/3/2001
EMD	GP40M-2	638	WP	WP	cattron		9/30/2005
EMD	GP40M-2	5517	CNW	CNW	SILVIS		1/28/2002
EMD	GP40M-2	5534	CNW	CNW	SILVIS	7851-11	1/28/2002
EMD	GP40M-2	9968	UP	UP	SILVIS	7831-17	1/28/2002
EMD	GP40M-2	9980	UP	UP	SILVIS	7831-1	4/24/2002
EMD	SD9	1836	CSXT	CSXT	DIXMOOR	NO FIND	
EMD	SD9	6107	BN	BN	SILVIS		12/21/2004
EMD	SD9	6109	BN	BN	SILVIS		12/21/2004

LOCOMOTIVE INVENTORY							
COMBINED-1		9/30/2005					
BLD	MODEL		MARKINGS	ORIGIN	LOCATION	FRAME #	DATE RECVD
EMD	SD9	6179	BN	BN	SILVIS		7/18/2004
EMD	SD9	6134	BN	BN	SILVIS		4/14/2005
EMD	SD9	6142	BN	BN	SILVIS		9/14/2005
EMD	SD10	534	CP	CP	SILVIS		9/30/2004
EMD	SD10	543	SOO	CP	MTV		9/30/2004
EMD	SD18	6625	WSOR	WSOR	SILVIS		6/7/2002
EMD	SD20	2025	NREX	IC	SILVIS	5606-46	12/17/1999
EMD	SD20	2026	NREX	IC	california		11/6/2000
EMD	SD20	2029	NREX	IC	SILVIS	5606-11	1/4/2000
EMD	SD20	2030	NREX	IC	SILVIS	5244-4	1/4/2000
EMD	SD20	2032	NREX	IC	california	5277-1	12/30/1999
EMD	SD20	2034	NREC	IC	fermosa TX	5244-6	2/2/1998
EMD	SD20	2036	NREX	IC	california	5606-20	12/21/1999
EMD	SD20	2038	IC	IC	SILVIS	5602-41	1/20/1995
EMD	SD20	2038	IAIS	IC	SILVIS		
EMD	SD20	2039	NREX	IC	SILVIS	7828-3	12/20/1999
EMD	SD20	2041	NREX	IC	SILVIS	7828-1	6/3/1997
EMD	SD28	9450	NREX	IC	SILVIS	5693-1	6/3/1998
EMD	SD35	413			MTV	7733-14	10/1/1997
EMD	SD38-2	3862	IHB	IHB	IHB		9/1/2001
EMD	SD40	745	CP	CP	BNSF		
EMD	SD40	3065	TU	TU	WA		6/1/1999
EMD	SD40	3178			MTV	7308-9	
EMD	SD40	3188			MTV	7375-3	
EMD	SD40	6409	CP	CP	SILVIS		9/30/2004
EMD	SD40	6497	NREX		BNSF		9/30/2004
EMD	SD40	7510	NREX		BNSF		9/30/2004
EMD	SD40	8511	FNM		MTV		
EMD	SD40-2	2001	VMV	VMV	BNSF		3/31/2004
EMD	SD40-2	3928	NREX		NS		8/31/2004
EMD	SD40-2	3941	UP	UP	MTV		10/1/2004
EMD	SD40-2	4231	UP	UP	MTV		10/1/2004
EMD	SD40-2B	4279	UP	UP	SILVIS	786178-14	1/28/2002
EMD	SD40-2B	4297	UP	UP	SILVIS	786182-6	12/21/2001
EMD	SD40-2B	4311	UP	UP	SILVIS		12/21/2001
EMD	SD40-2	770	NREX	CP	BNSF		3/31/2005
EMD	SD40-2	783	NREX	CP	BNSF		4/30/2005
EMD	SD40-2	784	NREX	CP	BNSF		3/31/2005
EMD	SD40-2	9273	NREX		BNSF		3/31/2005
EMD	SD40-2	6411	NREX		BNSF		3/31/2005
EMD	SD40-2	231	NREX	IC E	BNSF		3/31/2005
EMD	SD40-2	232	NREX	IC E	BNSF		3/31/2005
EMD	SD40-2	6406	NREX		BNSF		3/31/2005
EMD	SD40-2	5812	NREX		BNSF		3/31/2005

LOCOMOTIVE INVENTORY							
COMBINED-1		9/30/2005					
BLD	MODEL		MARKINGS	ORIGIN	LOCATION	FRAME #	DATE RECVD
EMD	SD40-2	7378	SP	SP	NS	7861-21	12/1/2000
EMD	SD40-2	7482			SILVIS		6/30/2005
EMD	SD40-2	8250	NREX		NS		9/30/2004
EMD	SD40-2	8251	NREX		NS		7/31/2004
EMD	SD40-2	8387	NREX		NS		7/31/2004
EMD	SD40-2	4294	NREX	up	BNSF		6/30/2005
EMD	SD40-2	7880		up	waycross		6/30/2005
EMD	SD40-2	3934		wp	in transit		6/30/2005
EMD	SD40-2	8822		up	lrc		6/30/2005
EMD	SD40-2	8850		up	MTV		6/30/2005
EMD	SD40-2	3808		wp	MTV		6/30/2005
EMD	SD40-T2	3083		up	waycross		6/30/2005
EMD	SD40-T2	3589		up	MTV		6/30/2005
EMD	SD40-T2	3272		up	MTV		6/30/2005
EMD	SD40-T2	8865			BNSF		7/18/2005
EMD	SD40-2	8974	UP	UP	SILVIS	786178-8	1/28/2002
EMD	SD40-2TM	9294	SP	CIT	NS	72625-31	4/30/2004
EMD	SD40-2TM	9308	NREX	CIT	NS		8/31/2004
EMD	SD40-2TM	9385	NREX	CIT	NS		
EMD	SD40-2TM	9402	NREX	SP	NS		8/31/2004
EMD	SD40-2	9903	nrex	UP	BNSF		5/31/2005
EMD	SD40-2	9926	UP	UP	BNSF		12/19/2001
EMD	SD40-2	9931	NREX		BNSF		9/30/2004
EMD	SD45	6403	BN	BN	BNSF		9/30/2003
EMD	SD45	6404	BN	BN	BNSF		9/30/2003
EMD	SD45	6407	BN	BN	BNSF		4/21/2004
EMD	SD45	6408	BN	BN	BNSF		9/30/2003
EMD	SD45	6410	BN	BN	BNSF		9/30/2003
EMD	SD45	6414	BN	BN	BNSF		12/5/2003
EMD	SD45	6415	BN	BN	BNSF		9/30/2003
EMD	SD45	6416	BN	BN	BNSF		3/16/2004
EMD	SD45	6417	BN	BN	BNSF		12/5/2003
EMD	SD45	6418	BN	BN	BNSF		3/16/2004
EMD	SD45	6451	BN	BN	BNSF		3/16/2004
EMD	SD45	6486	BN	BN	SILVIS		4/1/2005
EMD	SD45-2	6452	BN	BN	BNSF		11/14/2003
EMD	SD45-2	6487			BNSF		10/31/2004
EMD	SD45-2	6490	BN	BN	BNSF		5/3/2004
EMD	SD45-2	6498	BN	BN	BNSF		11/14/2003
EMD	SD45-2	6499	BN	BN	BNSF		9/30/2005
EMD	SD45-2	6503	BN	BN	BNSF		11/14/2003
EMD	SD45-2	6506	BN	BN	SILVIS		11/14/2003
EMD	SD45-2	6513	BN	BN	BNSF		6/30/2004
EMD	SD45-2	6817	BN	BN	MTV		

LOCOMOTIVE INVENTORY									
COMBINED-1		9/30/2005							
BLD	MODEL		MARKINGS	ORIGIN	LOCATION	FRAME #	DATE RECVD	LO INVEN	
EMD	SD45-T2	6811	SP	SP	BNSF	82625-32	12/1/2000		
EMD	SD45-T2	6876	SP	SP	BNSF	73630-27	12/1/2000		
EMD	SD45-2	7376	SP	SP	BNSF	7861-34	12/1/2000		
EMD	SD45-2	7401	SP	SP	BNSF		1/25/2002		
EMD	SD45-2	7485			SILVIS		7/27/2005		
EMD	SD45-2	7509	NREX	BN	BNSF		7/31/2005		
EMD	SD45-2	7511	NREX	BN	BNSF		7/31/2004		
EMD	SD45-2	7526	UP	UP	BNSF	7170-16	12/19/2001		
EMD	SD45-T2	9194	CEFX	CIT	SILVIS	7336-29	4/30/2004		
EMD	SD45-T2	9243	CEFX	CIT	BNSF	72601-35	4/30/2004		
EMD	SD45-T2	9270	SP	SP	BNSF	2625-10	12/1/2000		
EMD	SD45-T2	9300	CEFX	CIT	BNSF	72625-40	4/30/2004		
EMD	SD45-T2	9323	SP	SP	BNSF	73630-9	2/1/1998		
EMD	SD45-T2	9328	CEFX	CIT	BNSF	73630-14	4/30/2004		
EMD	SD45-T2	9337	CEFX	CIT	BNSF	73630-23	4/30/2004		
EMD	SD50	5004	UP	UP	SILVIS	847008-5	1/28/2002		
EMD	SD50M	5010	UP	UP	SILVIS	847008-11	1/28/2002		
EMD	SD50M	5015	UP	UP	SILVIS	847008-16	1/28/2002		
EMD	SD50	5023	UP	UP	SILVIS	847008-24	1/28/2002		
EMD	SD50	5024	UP	UP	SILVIS	847008-25	1/28/2002		
EMD	SD50	5041	UP	UP	SILVIS	847008-42	12/31/2001		
EMD	SD50M	5054	UP	UP	SILVIS	837008-55	1/28/2002		
EMD	SD50	5062	UP	UP	BNSF		8/1/2003		
EMD	SD50	5063	UP	UP	BNSF		8/1/2003		
EMD	SD50	5066	UP	UP	BNSF		8/1/2003		
EMD	SD50	5067	UP	UP	BNSF		8/1/2003		
EMD	SD50	5070	UP	UP	BNSF		8/1/2003		
EMD	SD50	5071	UP	UP	BNSF		8/1/2003		
EMD	SD50	5074	UP	UP	BNSF		8/1/2003		
EMD	SD50	5076	UP	UP	BNSF		8/1/2003		
EMD	SD50	5078	UP	UP	BNSF		8/1/2003		
EMD	SD50	5080	UP	UP	BNSF		8/1/2003		
EMD	SD50	5081	UP	UP	BNSF		8/1/2003		
EMD	SD50	5082	UP	UP	BNSF		8/1/2003		
EMD	SD50	5087	UP	UP	BNSF		8/1/2003		
EMD	SD50	5090	UP	UP	BNSF		8/1/2003		
EMD	SD50	5094	UP	UP	BNSF		8/1/2003		
EMD	SD50	5449			SILVIS		12/31/2003		
EMD	SD50	5462			MTV		12/31/2003		
EMD	SD50	5463			SILVIS		12/31/2003		
EMD	SD50	5468			SILVIS		12/31/2003		
EMD	SD50	6524	NS	NS	SILVIS		4/26/2004		
EMD	SD50	7009	UP	UP	BNSF		8/1/2003		
EMD	SD50	8679			SILVIS		12/31/2003		

LOCOMOTIVE INVENTORY								
COMBINED-1		9/30/2005						
BLD	MODEL		MARKINGS	ORIGIN	LOCATION	FRAME #	DATE	INV
							RECVD	
EMD	SD50	8680	NREX		NS		9/30/2004	
EMD	SD50	8681			SILVIS		12/31/2003	
EMD	SD50	8683			SILVIS		12/31/2003	
EMD	SD50	8685	NREX		NS		9/30/2004	
EMD	SD50	8695	NREX		NS		9/30/2004	
EMD	SD50	9842	UP	UP	SILVIS		4/1/2005	
EMD	SLUG	50	IC	IC	DIXMOOR	NO FIND	10/1/1989	
EMD	SLUG	58	IC	IC	MTV	4784-10	10/1/1997	
EMD	SLUG	500	MKT	MKT	DIXMOOR	NO FIND	8/1/1989	
EMD	SLUG	1302	IC	IC	DIXMOOR	NO FIND	8/10/1994	
EMD	SLUG	1600	UP	UP	MTV		10/1/2001	
EMD	SLUG	704B			MTV	6253-2	10/1/1997	
EMD	SLUG	704C			MTV	6253-1	10/1/1997	
EMD X	G8	251			ISREAL		7/31/2005	
EMD X	G12C	1500	NZ	NZ	NZ		12/1/2001	
EMD X	G12C	1501	NZ	NZ	NZ		12/1/2001	
EMD X	G12C	1502	NZ	NZ	NZ		12/1/2001	
EMD X	G12C	1503	NZ	NZ	NZ		12/1/2001	
EMD X	G12C	1504	NZ	NZ	NZ		12/1/2001	
EMD X	G12C	1510	NZ	NZ	NZ		12/1/2001	
EMD X	G12C	2027	NZ	NZ	NZ		12/1/2001	
EMD X	G12C	2079	NZ	NZ	NZ		12/1/2001	
EMD X	G12C	2085	NZ	NZ	NZ		12/1/2001	
EMD X	G12	127			ISREAL		7/31/2005	
EMD X	G12	128			ISREAL		7/31/2005	
EMD X	G12	129			ISREAL		7/31/2005	
EMD X	G12	4301	KNR	KNR	MTV	6720-11	11/1/2001	
EMD X	G12	5837	FNM	FNM	MTV		8/1/2000	
EMD X	G12	5864	FNM	FNM	MTV		8/1/2000	
EMD X	G12	5870	FNM	FNM	MTV		8/1/2000	
EMD X	G12	5886	FNM	FNM	MTV		8/1/2000	
EMD X	G12	5889	FNM	FNM	MTV		8/1/2000	
EMD X	GR22W	1	CBG	CBG	MTV		7/1/2000	
EMD X	GR22W	3	CBG	CBG	MTV		11/1/1998	
GE	GE 45 TON	9			ST. LOUIS		12/1/2001	
GE	GE 45 TON	15			ST. LOUIS		12/1/2001	
GE	GE 45 TON	17			ST. LOUIS		12/1/2001	
GE	SLUG	1601	UP	UP	MTV		10/1/2001	
GE	SLUG	1608	UP	UP	MTV		10/1/2001	
GE	SLUG	1609	UP	UP	MTV		10/1/2001	
GE	SLUG	1613	UP	UP	MTV		10/1/2001	
GE	SLUG	2078	TTI	TTI	SILVIS	NO FIND	6/12/1994	
GE	SLUG	5213	CSXT	CSXT	DIXMOOR	NO FIND	10/1/1993	
GE	B23-7	22			MTV			

LOCOMOTIVE INVENTORY								
COMBINED-1		9/30/2005						
BLD	MODEL		MARKINGS	ORIGIN	LOCATION	FRAME #	DATE RECVD	LOCC INVENTC
GE	B23-7	1967	CR	CR	SILVIS		7/26/1999	
GE	B23-7	3136	CSXT	CSXT	SILVIS		4/16/1999	4
GE	B23-7	4200	BN	BN	SILVIS		10/13/2004	
GE	B30-7A	3503			SILVIS		3/30/2004	
GE	B30-7A	3504			SILVIS		3/30/2004	
GE	B30-7A	3505			SILVIS		3/30/2004	
GE	B30-7A	3509			SILVIS		3/30/2004	
GE	B30-7A	3512			SILVIS		3/30/2004	
GE	B30-7A	3513			SILVIS		3/30/2004	
GE	B30-7A	4002			SILVIS		12/31/2003	
GE	B30-7A	4003			SILVIS		12/31/2003	
GE	B30-7A	4007			SILVIS		12/31/2003	
GE	B30-7A	4010			SILVIS		12/31/2003	
GE	B30-7A	4013			SILVIS		12/31/2003	
GE	B30-7A	4015			SILVIS		12/31/2003	
GE	B30-7A	4023			SILVIS		12/31/2003	
GE	B30-7A	4024			SILVIS		12/31/2003	
GE	B30-7A	4026			SILVIS		12/31/2003	
GE	B30-7A	4031			SILVIS		12/31/2003	
GE	B30-7A	4032			SILVIS		12/31/2003	
GE	B30-7A	4034			SILVIS		12/31/2003	
GE	B30-7A	4036			SILVIS		12/31/2003	
GE	B30-7A	4050			SILVIS		12/31/2003	
GE	B30-7A	4052			SILVIS		12/31/2003	
GE	B30-7	5489	BN	BN	SILVIS		4/27/1997	
GE	B36-7	5806	CSXT	CSXT	SILVIS		3/30/2004	
GE	B36-7	5876	CSXT	CSXT	SILVIS		3/30/2004	
GE	B36-7	5924	CSXT	CSXT	SILVIS		3/30/2004	
GE	C30-7	5338	BNSF	BNSF	SILVIS		4/1/2005	
GE	C30-7	8162	BNSF	BNSF	SILVIS		4/1/2005	
GE	C30-7	5071			PARSONS		12/31/2003	
GE	C30-7	5112	BNSF	BNSF	SILVIS		3/16/2004	
GE	C30-7	5133	BN	BN	SILVIS		4/21/2004	6
GE	C30-7	5144	BN	BN	SILVIS		7/13/2004	15
GE	C30-7	5170	BN	BN	SILVIS		5/3/2004	
GE	C30-7	5507			PARSONS		12/31/2003	
GE	C30-7	5534	ATGX	ATGX	SILVIS		8/14/2003	14
GE	C30-7	8158	ATSF	ATSF	SILVIS		4/21/2004	
GE	C39-8	8640	NS	NS	DIXMOOR		9/27/2001	
GE	C39-8	8586			SILVIS		9/14/2005	50
GE	C39-8	8633			SILVIS		9/14/2005	50
GE	C39-8	8658			SILVIS		9/14/2005	50
ALCO X	DL532BM	3212	KNR	KNR	DIXMOOR	NO FIND	11/20/2001	30
ALCO	DL532bm	3240	KNR	KNR	DIXMOOR		3/1/2002	1

LEASED EQUIPMENT
COMBINED-1

1	20-645 MP45 GEN SET	67K11138
2	20-645 MP45 GEN SET	805013-1
3	20-645 MP45 GEN SET	76G11011
4	16 CLY DETROIT ENG.	149
5	20-645 MP REWORK	76G11011

**RAIL CARS
COMBINED-1**

<u>CAR #</u>	<u>TYPE</u>
1	100046 SULF ACID
2	100047 SULF ACID
3	100048 SULF ACID
4	100049 SULF ACID
5	100050 SULF ACID
6	100053 SULF ACID
7	100055 SULF ACID
8	100063 SULF ACID
9	100067 SULF ACID
10	100070 SULF ACID
11	100071 SULF ACID
12	100072 SULF ACID
13	100073 SULF ACID
14	100074 SULF ACID
15	100076 SULF ACID
16	100077 SULF ACID
17	100078 SULF ACID
18	100080 SULF ACID
19	100081 SULF ACID
20	100083 SULF ACID
21	100085 SULF ACID
22	100087 SULF ACID
23	100088 SULF ACID
24	100090 SULF ACID
25	100092 SULF ACID
26	100093 SULF ACID
27	100094 SULF ACID
28	100095 SULF ACID
29	100097 SULF ACID
30	100098 SULF ACID
31	100099 SULF ACID
32	100101 SULF ACID
33	100103 SULF ACID
34	100104 SULF ACID
35	100105 SULF ACID
36	100106 SULF ACID
37	100107 SULF ACID
38	100119 SULF ACID
39	100127 SULF ACID
40	100135 SULF ACID
41	100136 SULF ACID
42	100139 SULF ACID
43	100141 SULF ACID
44	100143 SULF ACID
45	100149 SULF ACID
46	100151 SULF ACID
47	100152 SULF ACID

**RAIL CARS
COMBINED-1**

<u>CAR #</u>	<u>TYPE</u>
48	100153 SULF ACID
49	100154 SULF ACID
50	100158 SULF ACID
51	100160 SULF ACID
52	100161 SULF ACID
53	100163 SULF ACID
54	4341 CORN SYRP
55	4343 CORN SYRP
56	4346 CORN SYRP
57	4347 CORN SYRP
58	4351 CORN SYRP
59	4353 CORN SYRP
60	4354 CORN SYRP
61	4355 CORN SYRP
62	4360 CORN SYRP
63	4365 CORN SYRP
64	4369 CORN SYRP
65	4373 CORN SYRP
66	4374 CORN SYRP
67	4375 CORN SYRP
68	4378 CORN SYRP
69	4380 CORN SYRP
70	4384 CORN SYRP
71	4396 CORN SYRP
72	4398 CORN SYRP
73	4399 CORN SYRP
74	4400 CORN SYRP
75	4401 CORN SYRP
76	4408 CORN SYRP
77	4414 CORN SYRP
78	4415 CORN SYRP
79	4416 CORN SYRP
80	4417 CORN SYRP
81	4418 CORN SYRP
82	4421 CORN SYRP
83	4422 CORN SYRP
84	4423 CORN SYRP
85	4424 CORN SYRP
86	4425 CORN SYRP
87	4426 CORN SYRP
88	4427 CORN SYRP
89	4429 CORN SYRP
90	4431 CORN SYRP
91	4432 CORN SYRP
92	4433 CORN SYRP
93	4434 CORN SYRP
94	4435 CORN SYRP

**RAIL CARS
COMBINED-1**

<u>CAR #</u>	<u>TYPE</u>
95	4437 CORN SY
96	4440 CORN SY
97	4441 CORN SY
98	4442 CORN SY
99	4443 CORN SY
100	4444 CORN SY
101	4445 CORN SY
102	4452 CORN SY
103	4455 CORN SY
104	4456 CORN SY
105	4458 CORN SY
106	4460 CORN SY
107	4462 CORN SY
108	4463 CORN SY
109	4464 CORN SY
110	4465 CORN SY
111	4468 CORN SY
112	4469 CORN SY
113	4470 CORN SY
114	4471 CORN SY
115	4474 CORN SY
116	4476 CORN SY
117	4483 CORN SY
118	4486 CORN SY
119	4493 CORN SY
120	4496 CORN SY
121	4497 CORN SY
122	4499 CORN SY
123	4500 CORN SY
124	4503 CORN SY
125	4507 CORN SY
126	4508 CORN SY
127	4512 CORN SY
128	4515 CORN SY