

RECORDATION NO 29584-E FILED  
June 11, 2013 11:30 AM  
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)  
ROBERT W. ALVORD (2011)

June 11, 2013

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Amended Memorandum of Guaranty and Collateral Agreement, dated as of June 11, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously filed with the Board under Recordation Number 29584.

The document covers all rail equipment of the Borrowers now owned or hereafter acquired.

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

Grantor: Chicago Freight Car Leasing Co.  
One O'Hare Center  
6250 North River Road, Suite 7000  
Rosemont, IL 60018

Administrative Agent for  
Secured Parties: Bank of America, N.A.  
231 South LaSalle Street  
Chicago IL 60697

Chief  
Section of Administration  
June 11, 2013  
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A description of the railroad equipment covered by the enclosed document is:

All railroad equipment of the Grantors, whether now owned or hereafter acquired.

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

Amended Memorandum of Guaranty and Collateral Agreement.

Also enclosed is a check in the amount of \$42.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



✓ Edward M. Luria

EML/sem  
Enclosures

**AMENDED MEMORANDUM OF GUARANTY AND COLLATERAL AGREEMENT**

Amended Memorandum of Guaranty and Collateral Agreement, made and entered into as of June 11, 2012, by and between Chicago Freight Car Leasing Co., a Delaware corporation, with its principal place of business in Schaumburg, Illinois (the "Grantor"), and Bank of America, N.A., a national banking association organized under the laws of the United States ("Bank of America"), as administrative agent for the Secured Parties (as defined in that certain Amended and Restated Credit Agreement dated as of June 11, 2013, as amended, by and among Sasser Family Holdings, Inc. ("Holdco"), the Grantor and Union Leasing, Inc., collectively as Borrowers, Bank of America, as the administrative agent and as a lender, and certain other financial institutions from time to time party thereto (the "Credit Agreement").

**WITNESETH**

The Grantor, Holdco, Union Leasing, Inc., certain subsidiaries of Holdco and Bank of America, as administrative agent, have entered into that certain Amended and Restated Guaranty and Collateral Agreement dated as of June 11, 2013, as amended (the "Collateral Agreement"), pursuant to which the Grantor has granted a security interest in all of the Grantor's right, title and interest in railroad equipment and railroad inventory (together with all accessories, additions, improvements, substitutions, replacements, attachments and accessions thereto and therefore) whether now owned or any time hereafter acquired, and wherever located, and all proceeds of each of the foregoing to Bank of America, as administrative agent (for benefit of the Secured Parties (as defined in the Credit Agreement)), in order to secure the Grantor's performance of its obligations as described in the Collateral Agreement; provided, however, that any buyer of railroad equipment or railroad inventory in the ordinary course of the Grantor's business takes free of such security interest granted to Bank of America, as administrative agent (for the benefit of the Secured Parties).

This Amended Memorandum of Guaranty and Collateral Agreement amends and supplements that certain Memorandum of Guaranty and Collateral Agreement dated as of December 23, 2010, by and between the Grantor and Bank of America and recorded with the Surface Transportation Board on December 23, 2010 as Recordation No. 29584 (as amended by that certain Amended Memorandum of Guaranty and Collateral Agreement dated as of March 16, 2012, by and between the Grantor and Bank of America, and recorded with the Surface Transportation Board on March 27, 2012 as Recordation No. 29584-A).

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date and year first above written.

**CHICAGO FREIGHT CAR LEASING CO.**

By:   
Name: LUKE LUKENS  
Title: CHIEF FINANCIAL OFFICER

**BANK OF AMERICA, N.A., as Administrative Agent**

By:   
Name: Jason E. Gassner  
Title: Vice President

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**Amended Memorandum of Guaranty and Collateral Agreement  
Signature Page**

STATE OF ILLINOIS

)

) ss.

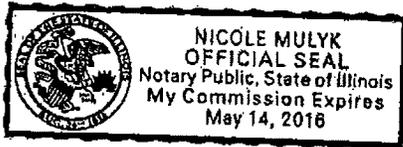
COUNTY OF COOK

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On this 11<sup>th</sup> day of June, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Luke Lukens, to me known personally, and who, being by me duly sworn, deposes and says that he is the Chief Financial Officer of Chicago Freight Car Leasing Co. (the "Company") and that the foregoing instrument was signed and sealed on behalf of the Company by authority of its Board of Directors, and said Chief Financial Officer acknowledged the execution of the foregoing instrument to be the free act and deed of the Company.

[NOTARY SEAL]

  
\_\_\_\_\_  
Notary Public  
My commission expires: *May 14, 2016*



STATE OF ILLINOIS

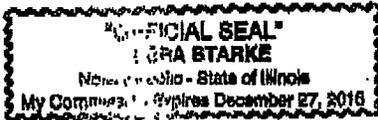
)  
) ss.  
)

COUNTY OF COOK

On this 11<sup>th</sup> day of June, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jason E. Guerra, to me known personally, and who, being by me duly sworn, deposes and says that he/she is a Vice President of BANK OF AMERICA, N.A., a national banking association (the "Bank"), and that the foregoing instrument was signed and sealed on behalf of the Bank by authority of its Board of Directors, and said Vice President acknowledged the execution of the foregoing instrument to be the free act and deed of the Bank.

[NOTARY SEAL]

Denra Starke  
Notary Public  
My commission expires:



CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 6/11/13

Edward M Luria  
Edward M. Luria