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SECOND AMENDMENT TO
FIRST TERM AND OPEN END MORTGAGE,
SECURITY AGREEMENT AND FIXTURE FILING

This Amendment, dated this 1st day of August, 1989, is entered into by and between THE FIRST NATIONAL BANK OF CHICAGO, with an office located at Two First National Plaza, Suite 0087, Chicago, Illinois 60670-0087 ("FNBC"), THE FIRST NATIONAL BANK OF CHICAGO (CANADA), with an office located at 4256 Portage Road, Niagara Falls, Ontario, Canada M5X 1E4 ("FNBC Canada") and ABC RAIL CORPORATION, a Delaware corporation with its principal place of business and chief executive office at 200 South Michigan Avenue, Chicago, Illinois 60604 (the "Borrower").

W I T N E S S E T H :

WHEREAS, FNBC and Borrower executed a certain Loan and Security Agreement dated as of July 8, 1987 (the "First Loan Agreement"); and

WHEREAS, pursuant to the First Loan Agreement, Borrower executed and delivered to FNBC (i) that certain Fixed Asset Note (the "Fixed Asset Note") dated as of July 8, 1987 in the original principal amount of Twelve And One-half Million Dollars (\$12,500,000), (ii) that certain Bridge Loan Note (the "Original Bridge Loan Note") dated as of July 8, 1987, in the original principal amount of Six Million Dollars (\$6,000,000), and (iii) that certain Revolving Loan Note ("Original Revolving Loan Note") dated as of July 8, 1987, in the original principal amount of up to Twenty-Nine and One-half Million Dollars (\$29,500,000); and

WHEREAS, as security for the "Liabilities" (as defined in the First Loan Agreement), including, without limitation, the Liabilities evidenced by the Fixed Asset Note, the Original Bridge Loan Note and the Original Revolving Loan Note, the Borrower executed a certain First Term and Open End Mortgage, Security Agreement and Fixture Filing dated as of July 8, 1987, and recorded July 30, 1987 with the Recorder of Deeds of Cook County, Illinois as Document No. 87419656 (as amended, the "Mortgage") encumbering the property described in Exhibit A hereto; and

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vol. 617

This document prepared by and after recording return to:
Sara Elizabeth Bartlett
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

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WHEREAS, pursuant to that certain Purchase and Assignment Agreement (the "First Purchase Agreement") dated as of October 27, 1987 by and among FNBC, Sanwa Business Credit Corporation, a Delaware corporation ("Sanwa"), Borrower and ABC Rail Limited, an Ontario corporation ("ABC Limited"), (i) Sanwa purchased from FNBC, and FNBC sold to Sanwa, all of its rights under the Fixed Asset Note, (ii) FNBC assigned to Sanwa certain of its liens and security interests in Borrower's real and personal property and (iii) FNBC assigned to Sanwa certain of FNBC's rights under the First Loan Agreement; and

WHEREAS, pursuant to the First Purchase Agreement, FNBC assigned the Mortgage to Sanwa by a certain Assignment of First Term and Open End Mortgage dated as of October 27, 1987, and recorded January 11, 1988 with the Recorder of Deeds of Cook County, Illinois as Document No. 88013573; and

WHEREAS, in connection with the transactions evidenced by the First Purchase Agreement, Borrower and Sanwa executed that certain First Amendment to First Term and Open End Mortgage dated as of October 27, 1987, and recorded January 11, 1988 with the Recorder of Deeds of Cook County, Illinois as Document No. 88013572 (the "First Amendment"); and

WHEREAS, the Fixed Asset Note was amended by a Substitute Fixed Asset Note (the "Substitute Fixed Asset Note") dated as of October 27, 1987 executed by Borrower and delivered to Sanwa reevidencing the Fixed Asset Loan (as defined in the First Loan Agreement); and

WHEREAS, in connection with the transactions evidenced by the First Purchase Agreement, Borrower and FNBC executed that certain Restated and Amended Loan and Security Agreement dated as of October 27, 1987; and

WHEREAS, pursuant to that certain Purchase and Assignment Agreement ("Second Purchase Agreement") of even date herewith among FNBC, Sanwa, Borrower and ABC Limited, (i) FNBC has agreed to purchase from Sanwa, and Sanwa has agreed to sell to FNBC, the Substitute Fixed Asset Note and (ii) Sanwa has agreed to assign to FNBC its liens and security interests in Borrower's real and personal property; and

WHEREAS, pursuant to that certain Second Restated and Amended Loan and Security Agreement of even date herewith (the "Second Loan Agreement"), Borrower has agreed to execute and deliver to FNBC (1) a Bridge Loan Note (the "Bridge Loan Note") of even date herewith in the principal amount of Twenty-One Million Dollars (\$21,000,000.00) which shall evidence certain new loans made by FNBC to Borrower and shall reevidence the indebtedness of Borrower to FNBC formerly evidenced by the Substitute Fixed Asset Loan Note and (2) a Revolving Loan Note (the "Revolving Loan Note") of even date herewith in the original

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principal amount of up to Twenty-Eight Million Dollars (\$28,000,000); and

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as the same may from time to time be amended, the "Canadian Loan Agreement") between ABC Rail Limited and FNBC Canada, FNBC Canada has agreed to make revolving loans to ABC Rail Limited up to a maximum of \$2,500,000.00 (Can.) and a short term loan to ABC Rail Limited in the amount of \$1,000,000.00 (U.S.) and ABC Rail Limited has executed and delivered to FNBC Canada that certain Revolving Loan Note in the original principal amount of Two Million Five Hundred Thousand Canadian Dollars (\$2,500,000.00 (Can.)) and that certain Bridge Loan Note in the original principal amount of One Million U.S. Dollars (U.S. \$1,000,000.00) (collectively, the "Canadian Notes"); and

WHEREAS, pursuant to that certain Guaranty and Security Agreement of even date herewith (as the same may from time to time be amended, the "Guaranty") executed by Borrower and delivered to FNBC Canada, Borrower has guaranteed the "Liabilities" (as defined in the Canadian Loan Agreement) (the "Canadian Liabilities"), including, the Canadian Notes; and

WHEREAS, as security for the Canadian Liabilities and Borrower's obligations under the Guaranty, Borrower, FNBC and FNBC Canada have agreed to further amend the Mortgage; and

WHEREAS, the Borrower, FNBC and FNBC Canada have agreed to further amend the Mortgage, as amended by the First Amendment, to reflect the fact that the "Liabilities" (as defined in the Second Loan Agreement) including, without limitation, Borrower's obligations evidenced by the Revolving Loan Note and Bridge Loan Note, and the "Obligations" (as defined in the Guaranty) are the obligations secured by the Mortgage;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, Borrower, FNBC and FNBC Canada agree as follows:

1. All references to the Loan Agreement contained in the Mortgage shall mean and refer to the Second Loan Agreement and the Guaranty.

2. All references to the Mortgagee contained in the Mortgage shall mean and refer to FNBC and FNBC Canada.

3. All references to the Liabilities contained in the Mortgage shall mean and refer to the Liabilities as defined in the Second Loan Agreement and to the Obligations as defined in the Guaranty.

4. All references to the Loans contained in the Mortgage shall mean and refer to the Revolving loan and Bridge

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Loan, each as defined in the Second Loan Agreement and to the loans evidenced by the Canadian Notes guaranteed by the Guaranty.

5. Any reference to the maturity date of the Loans or any portion thereof shall be deemed to refer to August 1, 1996.

6. Except as amended hereby, the Mortgage is hereby ratified and confirmed and is and shall remain in full force and effect.

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

FNBC:

THE FIRST NATIONAL BANK OF CHICAGO

By: *John H. [Signature]*

Its: _____

FNBC Canada:

THE FIRST NATIONAL BANK OF CHICAGO (CANADA)

By: _____

Its: _____

Borrower:

ABC RAIL CORPORATION

By: *[Signature]*

Its: *[Signature]*

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

FNBC:

THE FIRST NATIONAL BANK OF CHICAGO

By: _____

Its: _____

FNBC Canada:

THE FIRST NATIONAL BANK OF CHICAGO (CANADA)

By: Robert S. Micklin

Its: President

Borrower:

ABC RAIL CORPORATION

By: _____

Its: _____

Property of Cook County Clerk's Office

11/11/11

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CANADA)


PROVINCE OF ONTARIO)

TO WIT:)

To whom these presents may come, be seen or known

I, JOHN FREDERICK HAMMOND, a Notary Public for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Toronto, in the said Province, do hereby certify that on this day personally appeared before me Robert S. Bucklin personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the President of THE FIRST NATIONAL BANK OF CHICAGO (CANADA), and acknowledged that he signed and delivered said Instruments as a free and voluntary act as President of said corporation and that the said instrument was signed and delivered in the name and on behalf of said corporation as the free and voluntary act and deed of said corporation.

GIVEN under my hand and notarial seal this 1st day of August, 1989.


Notary Public in and for the Province
of Ontario

(Seal)

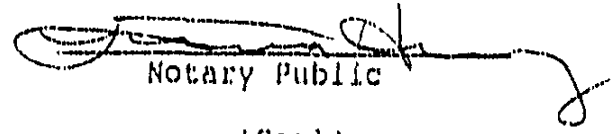
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that on this day personally appeared before me G. E. Skirson personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the ~~Chairman~~ Chairman President of ABC RAIL CORPORATION, and acknowledged that he signed and delivered said instruments as a free and voluntary act as ~~Chairman~~ Chairman President of said corporation and that the said instrument was signed and delivered in the name and on behalf of said corporation as the free and voluntary act and deed of said corporation.

GIVEN under my hand and notarial seal this 1st day of August, 1989.


Notary Public

[Seal]

My Commission expires:

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EXHIBIT A

PARCEL 1:

Lots Five (5) and Six (6) in Block Two Hundred forty (240) in Chicago Heights, a subdivision of part of the Northwest quarter and the Northeast quarter of Section Twenty one (21), and the Southeast quarter and the Southwest quarter of Section Sixteen (16), Township Thirty five (35 North, Range Fourteen (14), East of the Third Principal Meridian, as per plat thereof recorded January 11, 1907 as Document 3977359, in Cook County, Illinois.

PARCEL 2:

A strip of land Six (6) feet in width and Six Hundred Forty one (641) feet in length in the North half of the North half of Section Twenty one (21), Township Thirty five (35) North, Range Fourteen (14), East of the Third Principal Meridian, described as follows:

Beginning at a point in the Southeasterly line of Washington Avenue in the City of Chicago Heights, Twenty five (25) feet North of the South line of Lot Four (4) in Block Two Hundred Forty (240) (measured at right angles to the said South line of Lot Four (4); thence East, parallel with and twenty five (25) feet from the said South line of Lot Four (4), a distance of Six Hundred Forty one (641) feet to a point; thence South, at right angles to the last described course, Six (6) feet to a point; thence West parallel with the said South line of Lot Four (4), to the said Southeasterly line of Washington Avenue, thence Northeasterly along the said line of Washington Avenue, to the place of beginning, in Cook County, Illinois.

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COOK COUNTY RECORDER

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