

STATE OF ILLINOIS  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

REORDER FROM  
MODERN LAW FORMS  
ITASCA, IL  
(708) 875-1122

Cook Co IL

INSTRUCTIONS:

FIXTURE FILING

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer  
(Date, Time, Number, and Filing Office)

Debtor(s) (Last Name First) and address(es)  
 MotivePower Industries, Inc.  
 1200 Reeddale Street  
 Pittsburgh, PA 15233  
 FEIN: 82-0461010

Secured Party(ies) and address(es)  
 Bank of America National Trust and  
 Savings Association, Individually  
 and as Agent for Lenders  
 231 S. LaSalle St., Chicago, IL 60607-0114  
 Attn: Leveraged Finance Group

97141340

DEBT-01 RECORDING \$31.50  
 TRAN 1218 03/04/97 11:21:00  
 JW \*-97-141340

1. This financing statement covers the following type(s) (or items) of property: FEIN: 94-1687665.

COOK COUNTY RECORDER  
 ASSIGNEE OF SECURED PARTY  
 3150

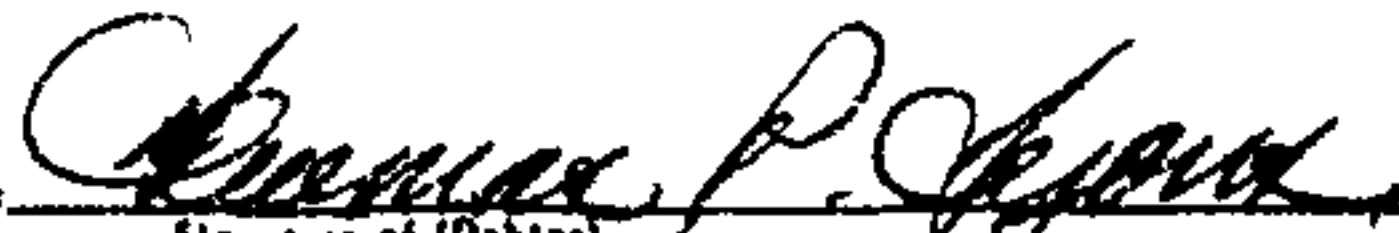
See Exhibit A attached hereto and made a part hereof.  
 See Exhibit B (Legal Description) attached hereto  
 and made a part hereof.

Return to:  
 LEXIS DOCUMENT SERVICES  
 135 S. LaSalle, Suite 2260

1255505-3

2.  Products of Collateral are also covered.

5 Additional sheets presented.  
 Filed with Office of Secretary of State of Illinois, Cook County Real Estate Records  
 Debtor is a transmitting utility as defined in UCC § 9-105.

By:   
 Signature of (Debtor) (Secured Party)\*

\* Signature of Debtor Required in Most Cases;  
 Signature of Secured Party in Cases Covered by UCC § 9-402 (2)

FILING OFFICER COPY - ALPHABETICAL

This form of financing statement is approved by the Secretary of State.

97141340

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A  
TO FINANCING STATEMENT EXECUTED BY  
MOTIVEPOWER INDUSTRIES, INC., AS DEBTOR,  
IN FAVOR OF BANK OF AMERICA NATIONAL TRUST AND  
SAVINGS ASSOCIATION,  
INDIVIDUALLY AND AS AGENT FOR LENDERS,  
AS SECURED PARTY

**Debtor:**

MotivePower Industries, Inc.  
1200 Reedsdale Street  
Pittsburgh, PA 15233  
FEIN No. 82-0461010

**Secured Party:**

97141340

Bank of America National  
Trust and Savings Association,  
Individually and as Agent for  
Lenders  
231 South LaSalle Street  
Chicago, Illinois 60697  
FEIN No. 94-1687665

This Financing Statement covers all of Debtor's right, title and interest in the personal property, whether now owned or existing or hereafter acquired or arising and regardless of where located described below, including, without limitation, all accounts, chattel paper, contracts, deposit accounts, documents, equipment, fixtures, general intangibles, goods, instruments, inventory, machinery, motor vehicles, locomotives, money, cash or cash equivalent, and proceeds and products of all or any of the foregoing, as more fully described below:

(i) all "accounts" as such term is defined in the UCC, now or hereafter acquired by Debtor, and in any event including, without limitation, all Accounts;

(ii) all "inventory" as such term is defined in the UCC, now or hereafter acquired by Debtor, and in any event including, without limitation, all Inventory;

(iii) all contract rights, letters of credit, chattel paper, instruments, notes, documents, and documents of title as such terms are defined in the UCC and all Assigned Contracts;

(iv) all "general intangibles" as such term is defined in the UCC, now or hereafter acquired by Debtor, and in any event including, without limitation, all General Intangibles;

(v) all "equipment" as such term is defined in the UCC, now or hereafter acquired by Debtor, and in any event including, without limitation, all Equipment;

(vi) all money, securities and other property of any kind of Debtor in the possession or under the control of the Agent or any Lender, any assignee of or participant in the Secured

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Obligations, or a bailee of any such party or such party's affiliates;

(vii) all cash deposit accounts, credits and balances with and other claims against the Agent or any Lender or any of its affiliates or any other financial institution in which the Debtor maintains deposits;

(viii) all books, records and other property related to or referring to any of the foregoing, including, without limitation, books, records, account ledgers, data processing records, computer software and other property and General Intangibles at any time evidencing or relating to any of the foregoing; and

(ix) all accessions to, substitutions for and replacements, products and proceeds of any of the foregoing, including, but not limited to, proceeds of any insurance policies, claims against third parties, and condemnation or requisition payments with respect to all or any of the foregoing.

For purposes of this Financing Statement the following definitions shall apply:

"Agent" means Bank of American National Trust and Savings Association, solely in its capacity as agent for the Lenders, and shall include any successor agent.

"Accounts" means all of Debtor's now owned or hereafter acquired or arising accounts, and any other rights to payment for the sale or lease of goods or rendition of services, whether or not they have been earned by performance.

"Assigned Contracts" means, collectively, all of the Debtor's rights and remedies under, and all moneys and claims for money due or to become due to the Debtor under any contracts, including, without limitation, all lease agreements entered into by Debtor providing for the lease of any locomotive held by Debtor to any third party intended for use in any manner; and with respect to everything above any and all amendments, supplements, extensions, and renewals thereof including, without limitation, all rights and claims of the Debtor now or hereafter existing: (i) under any insurance, indemnities, warranties, and guarantees provided for or arising out of or in connection with any of the foregoing agreements; (ii) for any damages arising out of or for breach or default under or in connection with any of the foregoing contracts; (iii) to all other amounts from time to time paid or payable under or in connection with any of the foregoing agreements; or (iv) to exercise or enforce any and all covenants, remedies, powers and privileges thereunder.

"Credit Agreement" means that certain Second Amended

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Restated Credit Agreement among MotivePower Industries, Inc., the several financial institutions from time to time party thereto (the "Lenders") and the Agent, as amended, modified, supplemented or refinanced from time to time.

"Equipment" means all of the Debtor's now owned and hereafter acquired machinery, equipment, furniture, furnishings, fixtures, and other tangible personal property (except Inventory), including motor vehicles with respect to which a certificate of title has been issued, locomotives, rolling stock, aircraft, dies, tools, jigs, and office equipment, as well as all of such types of personal property leased by the Debtor and all of the Debtor's rights and interests with respect thereto under such leases (including, without limitation, options to purchase); together with all present and future additions and accessions thereto, replacements therefor, component and auxiliary parts and supplies used or to be used in connection therewith, and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto; wherever any of the foregoing is located.

"General Intangibles" means all of the Debtor's now owned or hereafter acquired general intangibles, choses in action and causes of action and all other intangible personal property of the Debtor of every kind and nature (other than Accounts), including, without limitation, all contract rights, Proprietary Rights, corporate or other business records, inventions, designs, blueprints, plans, specifications, patents, patent applications, trademarks, service marks, trade names, trade secrets, goodwill, copyrights, computer software, customer lists, registrations, licenses, franchises, tax refund claims, any funds which may become due to the Debtor in connection with the termination of any Plan or other employee benefit plan or any rights thereto and any other amounts payable to the Debtor from any Plan or other employee benefit plan, rights and claims against carriers and shippers, rights to indemnification, business interruption insurance and proceeds thereof, property, casualty or any similar type of insurance and any proceeds thereof, proceeds of insurance covering the lives of key employees on which the Debtor is beneficiary, and any letter of credit, guarantee, claim, security interest or other security held by or granted to the Debtor to secure payment by an account debtor of any of the Accounts.

"Inventory" means all of the Debtor's now owned and hereafter acquired inventory, goods, merchandise, and other personal property, wherever located, to be furnished under any contract of service or held for sale or lease, including locomotives and rolling stock under lease or held for lease, all returned goods, raw materials, other materials and supplies of any kind, nature or description which are or might be consumed in the Debtor's business or used in connection with the packing, shipping, advertising, selling or finishing of such goods, merchandise and

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such other personal property, and all documents of title or other documents representing them.

"Lender" and "Lenders" means the financial institutions listed on the signature pages to the Credit Agreement from time to time and their respective successors and assigns.

"Secured Obligations" means all Obligations of the Debtor under or in connection with the Credit Agreement and each other Loan Document to which the Debtor is or may become a party, whether for principal, interest, costs, fees, expenses, indemnities or otherwise, in each case whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined.

"Person" means any individual, partnership, corporation, limited liability company, business, joint stock company, trust, unincorporated association, joint venture or government authority.

"Plan" means an employee benefit plan (as defined in Section 3(3) of ERISA) which the Debtor sponsors or maintains or to which the Debtor makes, is making, or is obligated to make contributions and includes any pension plan.

"Proprietary Rights" means all of the Debtor's now owned and hereafter arising or acquired: licenses, franchises, permits, patents, patent rights, copyrights, works which are the subject matter of copyrights, trademarks, service marks, trade names, trade styles, patent, trademark and service mark applications, and all licenses and rights related to any of the foregoing, and all other rights under any of the foregoing, all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing, and all rights to sue for past, present and future infringement of any of the foregoing.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Illinois; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interest of Agent (or any party for which Agent is agent) in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Illinois, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

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EXHIBIT 9 (Legal Description)

PIN 08-34-404-011

Volume #050

LOT 133 IN CENTEX INDUSTRIAL PARK UNIT 98, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

(AKA 1325 Pratt Boulevard)

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