

0-1434082  
Date MAY 26 1978  
Fee \$ 150  
ICC Washington, D. C.

CRAVATH, SWAINE & MOORE  
ONE CHASE MANHATTAN PLAZA  
NEW YORK, N.Y. 10005

MAURICE T. MOORE  
BRUCE BROMLEY  
ALBERT R. CONNELLY  
FRANK H. DETWEILER  
GEORGE G. TYLER  
WILLIAM B. MARSHALL  
RALPH L. McAFEE  
ROYALL VICTOR  
ALLEN H. MERRILL  
HENRY W. DE KOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIORDAN  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
FRANCIS F. RANDOLPH, JR.  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK

GEORGE T. LOWY  
ROBERT ROSENMAN  
JAMES H. DUFFY  
ALAN J. HRUSKA  
JOHN E. YOUNG  
JAMES M. EDWARDS  
DAVID G. ORMSBY  
DAVID L. SCHWARTZ  
RICHARD J. HIEGEL  
FREDERICK A. O. SCHWARZ, JR.  
CHRISTINE BESHAR  
ROBERT S. RIFKIND  
DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROUPE  
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212 HANOVER 2-3000  
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L. R. BRESLIN, JR.  
GEORGE B. TURNER  
JOHN H. MORSE  
HAROLD R. MEDINA, JR.  
CHARLES R. LINTON

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75008 PARIS, FRANCE  
TELEPHONE: 265-61-54  
TELEX: 290530

33 THROGMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 01-606-1421  
TELEX: 8814901

CABLE ADDRESSES  
CRAVATH, N.Y.  
CRAVATH, PARIS  
CRAVATH, LONDON E.C.2

RECORDATION NO. 9405 Filed & Recorded  
MAY 26 1978 - 1 12 PM  
INTERSTATE COMMERCE COMMISSION  
RECORDATION NO. 9405 - A Filed & Recorded  
MAY 26 1978 - 1 12 PM  
INTERSTATE COMMERCE COMMISSION  
RECORDATION NO. 9405 - B Filed & Recorded  
MAY 26 1978 - 1 12 PM  
INTERSTATE COMMERCE COMMISSION

May 25, 1978

The B. F. Goodrich Company  
Lease Financing Dated as of April 15, 1978

Dear Sir:

Enclosed herewith for recordation pursuant to Section 20c of the Interstate Commerce Act, on behalf of Chemical Bank, a New York banking corporation, are five counterparts of each of the following:

(1) Purchase Order Assignment dated as of April 15, 1978, among The B. F. Goodrich Company, 500 South Main Street, Akron, Ohio 44318; Chemical Bank, 55 Water Street (Suite 1822), New York, N. Y. 10041; ACF Industries Incorporated, 750 Third Avenue, New York, N. Y. 10017; Richmond Tank Car Company, 777 South Post Oak Road (Suite 777), Houston, Texas 77056; and Tank Lining Corp., Post Office Box H, Oakdale, Pennsylvania 15071;

(2) Lease of Railroad Equipment dated as of April 15, 1978, between The B. F. Goodrich Company and Chemical Bank; and

(3) Security Agreement dated as of April 15, 1978, between Chemical Bank and Provident Mutual Life Insurance Company of Philadelphia.

*Handwritten notes:*  
Waters  
Lynn  
Chemical Bank  
RECEIVED  
MAY 26 1 09 PM '78  
CERTIFICATION UNIT

2

The Equipment covered by the Agreements described above consists of 38 100-ton roller bearing-CF 5250 hopper cars, equipped with 20" hatches and pneumatic outlets, built generally to specification No. SCL-CF-SS2 bearing road numbers BFGX 1095 to BFGX 1132; 28 100-ton roller bearing-CF 5250 hopper cars, equipped with 20" hatches and pneumatic outlets, built generally to specification No. SCL-CF-SS2 bearing road numbers BFGX 1133 to BFGX 1160; and 23 16,000 gallon DOT 111A100W exterior coiled and insulated tank cars for caustic soda service bearing road numbers BFGX 7000 to BFGX 7022.

Each unit bears the legend "Ownership subject to a Security Agreement Filed under the Interstate Commerce Act, Section 20c".

Enclosed is a check for \$150 for the required recordation fee. Please accept for recordation one counterpart of each of the enclosed agreements, stamp the remaining counterparts and the enclosed copy of this letter with your recordation number and return them to the delivering messenger along with your fee receipt, addressed to the undersigned.

Very truly yours,



Paul W. Voegeli

The Honorable A. G. Homme,  
Acting Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

L

BY HAND



**RICHMOND TANK CAR COMPANY**

777 SOUTH POST OAK ROAD • HOUSTON, TEXAS 77056 • 713-627-9004

April 15, 1978

Chemical Bank  
55 Water Street, Suite 1822  
New York, New York 10041

Attention: Specialized Leasing

Gentlemen:

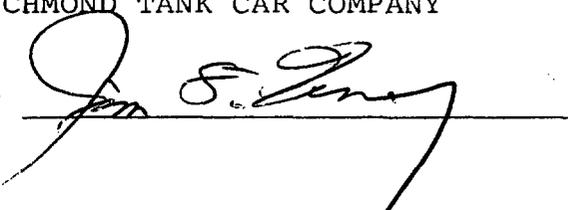
We have executed and delivered to you a Purchase Order Assignment dated as of April 15, 1978 (the "Assignment") among The B. F. Goodrich Company ("Assignor"), Chemical Bank ("Assignee"), ACF Industries Incorporated ("ACF"), Richmond Tank Car Company ("Richmond") and Tank Lining Corp. ("Tank Lining"). Our execution and delivery of the Assignment is conditioned upon the addition of the following paragraph to Schedule B of the Assignment:

"With respect to products used in the Equipment but manufactured by manufacturers other than Richmond, any warranty provided to Richmond by such other manufacturers shall be passed on to Assignee by Richmond to the extent allowed under such warranties. Assignee agrees to look only to such other manufacturers for warranties on such products, and Richmond agrees to undertake obtaining satisfaction thereunder on behalf of Assignee."

Except as set forth above, the Assignment, including the schedules thereto, is not modified or amended. Please confirm your acceptance of the foregoing by executing this letter in the space provided below.

Very truly yours,

RICHMOND TANK CAR COMPANY

By 

Agreed to and Accepted  
as of April 15, 1978.

CHEMICAL BANK

By 

9405

RECORDATION NO. .... Filed & Recorded

MAY 26 1978 - 1 12 PM

**INTERNATIONAL COMMERCE COMMISSION**

PURCHASE ORDER ASSIGNMENT dated as of April 15, 1978, among THE B. F. GOODRICH COMPANY (hereinafter called the Assignor), CHEMICAL BANK (hereinafter called the Assignee), ACF INDUSTRIES INCORPORATED (hereinafter sometimes called ACF), RICHMOND TANK CAR COMPANY (hereinafter sometimes called Richmond), and TANK LINING CORP. (hereinafter sometimes called Tank Lining; ACF, Richmond and Tank Lining being hereinafter sometimes collectively called the Manufacturers and each individually a Manufacturer).

WHEREAS the Assignor and ACF have entered into a Purchase Order dated April 26, 1978 (hereinafter called the ACF Purchase Order), pursuant to which ACF has agreed to construct and deliver to the Assignor, and the Assignor has agreed to purchase and take delivery of, certain units of railroad equipment described in the ACF Purchase Order (hereinafter called the ACF Equipment);

WHEREAS the Assignor and Richmond have entered into a Purchase Order dated April 26, 1978 (hereinafter called the Richmond Purchase Order), pursuant to which Richmond has agreed to construct and deliver to the Assignor, and the Assignor has agreed to purchase and take delivery of, certain units of railroad equipment described in the Richmond Purchase order (hereinafter called the Richmond Equipment);

WHEREAS the Assignor and Tank Lining have entered into a Purchase Order dated April 26, 1978 (hereinafter called the Tank Lining Purchase Order; hereinafter, together with the ACF Purchase Order and the Richmond Purchase Order collectively called the Purchase Orders), pursuant to which Tank Lining has agreed to line the ACF Equipment and the Assignor has agreed to pay to Tank Lining the cost of such lining;

WHEREAS the Assignor, the Assignee and Provident Mutual Life Insurance Company of Philadelphia (hereinafter called the Secured Party) are parties to a Participation Agreement dated as of April 15, 1978 (hereinafter called the Participation Agreement);

WHEREAS the Assignor has entered into a Lease of Railroad Equipment (hereinafter called the Lease) dated as of April 15, 1978, with the Assignee; and

WHEREAS the Assignee desires to purchase and take delivery of those units of ACF Equipment and Richmond Equipment described in Item 1 of Schedule A hereto, as are delivered and accepted pursuant to the terms hereof on or prior to December 29, 1978 (such units being hereinafter called the Assigned Equipment and such date being hereinafter called the Cutoff Date), and the Assignor desires to assign its rights to purchase and take delivery of the Assigned Equipment to the Assignee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE 1. The Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) all the right, title and interest of the Assignor in and to the Assigned Equipment; and

(b) all the right, title and interest of the Assignor in and to the Purchase Orders, in so far as the Purchase Orders relate to the Assigned Equipment;

provided, however, that so long as no Event of Default under the Lease has occurred and is continuing and so long as no event which with the giving of notice or passage of time or both would constitute an Event of Default under the Lease has occurred and is continuing, the Assignee reassigns to the Assignor all rights against each Manufacturer with respect to any warranties of any such Manufacturer and any agreements of any such Manufacturer to indemnify the Assignor against any losses.

ARTICLE 2. The Assignee hereby accepts the assignments herein contained, and hereby assumes the obligations of the Assignor under each Purchase Order to purchase the Assigned Equipment and agrees to pay the Purchase Price (as hereinafter defined) of the Assigned Equipment as provided herein, but the Assignee assumes no other duties or obligations of the Assignor under any Purchase Order whatsoever; provided, however, that the Assignor shall remain liable to each Manufacturer in respect of its duties and obligations

(except as herein assumed by the Assignee) in accordance with the respective Purchase Orders; provided, further, however, that neither ACF nor Richmond shall deliver any unit of Assigned Equipment hereunder and Tank Lining shall not line any unit of Assigned Equipment subsequent to, and the Assignee shall not have any obligation to purchase and pay for any unit of the Assigned Equipment or for the lining thereof delivered or lined subsequent to, receipt of a written notice from the Assignor or the Assignee notifying the appropriate Manufacturer of (i) the commencement of any proceedings specified in clause (D) of Section 10 of the Lease, (ii) the occurrence of any Event of Default as described in Section 10 of the Lease, or event which with the giving of notice or passage of time or both would constitute such Event of Default, or (iii) the fact that any of the conditions contained in Article 5 of this Assignment have not been met. In addition, no Manufacturer shall invoice any unit of Assigned Equipment hereunder delivered subsequent to, and the Assignee shall have no obligation to purchase and pay for any unit of Assigned Equipment or the cost of lining any Assigned Equipment delivered subsequent to, (i) the time at which the aggregate Purchase Price (as hereinafter defined) of the Assigned Equipment delivered hereunder by such Manufacturer exceeds the maximum purchase price with respect to the Equipment being manufactured by such Manufacturer set forth in Item 2 of Schedule A hereto (hereinafter called the Maximum Purchase Price) or (ii) the Cutoff Date. The Assignor affirms hereunder that it shall be solely obligated to purchase and pay for pursuant to the relevant Purchase Order any unit of the Equipment and/or the cost of lining the same which is excluded from this Assignment because (A) it is delivered after the relevant Manufacturer shall have received any notice described in the second proviso to the first sentence of this Article 2 or (B) the Maximum Purchase Price is exceeded or (C) such unit is delivered after the Cutoff Date, but the Assignor shall not have any obligation to any Manufacturer to purchase, or make payment under any Purchase Order in respect of, any unit of Assigned Equipment and/or the cost of lining the same which the Assignee is obligated to purchase hereunder and does in fact purchase and pay for. Each Manufacturer hereby consents to the terms of this Assignment and accepts all its duties hereunder, including, without limitation, its duties as to termination of deliveries. Each Manufacturer also agrees to the limitation of the obligations of the Assignee to purchase and pay for the Assigned Equipment and/or the cost of lining the same as set forth in this Assignment.

The term Purchase Price as used herein means with respect to each unit of the Assigned Equipment the base price for such unit or for the cost of lining the same set forth in Item 1 of Schedule A hereto as increased or decreased by agreement between the relevant Manufacturer or Manufacturers, the Assignor and the Assignee, plus freight and storage charges, if any, and any applicable sales taxes, all as set forth in the invoice of the relevant Manufacturer or Manufacturers for such unit or for the cost of lining the same, which invoice shall have endorsed thereon the certification of the Assignor as to the correctness of the price stated therein.

ARTICLE 3. The Assignor represents and warrants that:

(a) each Purchase Order is in full force and effect and is enforceable in accordance with its terms, and, as of the date hereof, neither any Manufacturer nor the Assignor is in default thereunder;

(b) in so far as each Purchase Order relates to the Assigned Equipment, the Assignor is the lawful owner of its rights under such Purchase Order, free from all claims, liens, security interests and other encumbrances, and the Assignor has the right to sell and assign each Purchase Order as set forth herein and the Assignor will warrant and defend this Assignment against the lawful claims and demands of all persons;

(c) as of the date hereof none of the units of the Assigned Equipment has been delivered to the Assignor by any Manufacturer or accepted by the Assignor under the Lease and no payment has been made in respect thereof to any Manufacturer; and

(d) at the time each unit of Assigned Equipment is delivered to and accepted by the Assignor under the Lease, such unit will be covered by all insurance required to be maintained by Assignor in accordance with Section 7 of the Lease.

ARTICLE 4. The units of Assigned Equipment shall be settled for pursuant to the terms hereof on the closing date or dates specified in Item 1 of Schedule A hereto or on such other later date or dates as shall be agreed to by the relevant Manufacturer or Manufacturers and the Assignor and as to which the Assignee shall have received five business days' prior written notice or telephonic notice promptly confirmed in writing (each such date being hereinafter called

a Closing Date) (the units of Equipment settled for on a Closing Date being hereinafter called a Group), provided, however, that each Closing Date for a Group manufactured by ACF shall also be the Closing Date for the payment to Tank Lining of the cost of lining the units in such Group. Risk of loss as to any unit of Assigned Equipment shall not pass to Assignee prior to, and shall pass at, the time of delivery of such unit to Assignee and acceptance thereof by the Lessee under the Lease.

In the event that after a Manufacturer has delivered a portion of the units in one of the three groups of units of Equipment described in Item 1 of Schedule A hereto, it shall for a period of 30 consecutive days be prevented from making further deliveries as a result of acts of God, fires, explosions, riots, civil commotion, strikes or labor disputes, then the units delivered prior to such 30 day period shall be settled for as a separate Group on a Closing Date fixed as provided in the immediately preceding paragraph of this Article 4.

ARTICLE 5. With respect to any Group of Equipment, on the Closing Date in respect of such Group the Assignee shall pay or cause to be paid to the appropriate Manufacturer or Manufacturers the Purchase Price for and if appropriate the cost of lining the units of Assigned Equipment in such Group, provided that there shall have been delivered to the Assignee on or prior to the first delivery date of any unit of Assigned Equipment under any Purchase Order the documents required to be delivered to the Assignee pursuant to Paragraph 7 of the Participation Agreement.

Each of the Manufacturers and Tank Lining agrees that on the Closing Date in respect of each Group, on or prior to such Closing Date, it shall deliver the following documents in such number of counterparts or copies as may reasonably be requested in form and substance satisfactory to the Assignee:

(i) a certificate of an officer of the Manufacturer which shall have manufactured the units in such Group dated such Closing Date representing and warranting on behalf of such Manufacturer that (A) the Assigned Equipment described and specified therein by numbers has been delivered and accepted on or prior to such

Closing Date and has been marked with the following legend:

"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20c"

or such other words as shall be approved by the Assignee and (B) such Assigned Equipment is new equipment first put into service not earlier than the date of delivery and acceptance thereof by or on behalf of the Assignee;

(ii) a bill or bills of sale from the Manufacturer which shall have manufactured the units in such Group transferring all right, title and interest of such Manufacturer in and to the Assigned Equipment in such Group to the Assignee, warranting to the Assignee and the Assignor that at the time of delivery of such Assigned Equipment to the Assignee, such Manufacturer had legal title to such Assigned Equipment described therein and good and lawful right to sell such Assigned Equipment and that title to such Assigned Equipment was, at the time of such delivery, free from all claims, liens, security interests and other encumbrances of any nature except as created by this Assignment and except for the rights of the Assignor under the Lease, and of the Secured Party under the Security Agreement dated as of April 15, 1978 (hereinafter called the Security Agreement), between the Assignee and the Secured Party and covenanting to defend the title to such Assigned Equipment against the demands of all persons whomsoever based on claims originating prior to the delivery of such Assigned Equipment by such Manufacturer under this Agreement;

(iii) an opinion of counsel for the Manufacturer which shall have manufactured the units in such Group and, in the case of a Group manufactured by ACF, an opinion of counsel for Tank Lining as to the matters referred to in clause (A) of this subparagraph (iii) only, to the effect that (A) the Manufacturer represented by such counsel is a duly organized and existing corporation in good standing under the laws of the state of its incorporation, (B) the units of Assigned Equipment then being settled for, at the time of delivery thereof, were free of all claims, liens, security interests and other encumbrances of any nature except as created by this Assignment, the Lease and the Security Agreement and (C) such bill or bills of sale have been duly authorized, executed and delivered by such Manu-

facturer and are valid and effective to transfer to the Assignee all right, title and interest of the Manufacturer in and to such Assigned Equipment, free of all claims, liens, security interests or other encumbrances of any nature of or arising from, through or under such Manufacturer, except as created by this Assignment and the Lease;

(iv) an invoice or invoices with respect to the units of Assigned Equipment then being settled for from the appropriate Manufacturer or Manufacturers to the Assignee describing the units of Assigned Equipment, having endorsed thereon the certification of the Assignor as to the correctness of the prices stated therein; and

(v) Certificates of Acceptance (as defined in the Lease) covering such Assigned Equipment.

The Assignor shall furnish the Assignee at least five business days' prior written notice or telephonic notice promptly confirmed in writing of the first delivery date referred to above.

ARTICLE 6. The agreements of the parties relating to the Manufacturers' warranties of material and workmanship are set forth in Schedule B hereto, which Schedule B is by this reference made a part hereof.

ARTICLE 7. Except in case of articles and materials specified by the Assignor and not manufactured by a Manufacturer, and in cases of designs, systems, processes, formulae or combinations specified by the Assignor and not developed or purported to be developed by a Manufacturer, each Manufacturer, severally and not jointly, agrees to indemnify, protect and hold harmless the Assignor and the Assignee and their respective assigns from and against any and all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignor, the Assignee, its or their assigns or the users of the Equipment manufactured by such Manufacturer, as the case may be, because of the use in or about the construction or operation of such Equipment, or any unit thereof, of any design, system, process, combination, formula, article or material infringing or claimed to infringe on any patent or other right. The Assignor likewise will indemnify, protect and hold harmless each Manufacturer, the Assignee, its or their assigns, from and against any and all

liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against any Manufacturer or the Assignee or their respective assigns, or the users of the Equipment, as the case may be, because of the use in or about the construction or operation of the Equipment, or any unit thereof, of any design, system, process, formula or combination specified by the Assignor and not developed or purported to be developed by the related Manufacturer, or article or material specified by the Assignor and not manufactured by the related Manufacturer, which infringes or is claimed to infringe on any patent or other right. Each Manufacturer agrees to and hereby does, to the extent legally possible without impairing any claim, right or cause of action hereinafter referred to, transfer, assign, set over and deliver to the Assignor every claim, right and cause of action which such Manufacturer has or hereafter shall have against the originator or seller or sellers of any design, system, process, formula, combination, article or material specified by the Assignor and used by such Manufacturer in or about the construction or operation of the Equipment manufactured by such Manufacturer, or any unit thereof, on the ground that any such design, system, process, formula, combination, article or material or operation thereof infringes or is claimed to infringe on any patent or other right, and such Manufacturer further agrees to execute and deliver to the Assignor all and every such further assurances as may be reasonably requested by the Assignor more fully to effectuate the assignment, transfer and delivery of every such claim, right and cause of action. Such covenants of indemnity shall continue in full force and effect notwithstanding the full payment of all sums due under this Assignment or the satisfaction and discharge of this Assignment. Each Manufacturer will give notice to the Assignor of any claim known to such Manufacturer from which liability may be charged against the Assignor hereunder and the Assignee and the Assignor, respectively, will give notice to the appropriate Manufacturer of any claim known to the Assignee or the Assignor, as the case may be, on the basis of which liability may be charged against such Manufacturer hereunder.

ARTICLE 8. No variation or modification of any Purchase Order, except as in this Assignment provided (including Schedules A and B hereto), and no waiver of any of its provisions or conditions shall be valid with respect to any unit of the Assigned Equipment unless in writing and signed by a duly authorized signatory for the Assignee.

ARTICLE 9. The Assignee hereby appoints the Assignor its agent to inspect and accept delivery of the units of Assigned Equipment.

ARTICLE 10. Any notice hereunder to any party designated below shall be deemed to be properly given if delivered or mailed to it at the following specified addresses:

(a) to the Assignee, at 55 Water Street, Suite 1822, New York N. Y. 10041, attention of Specialized Leasing,

(b) to the Assignor, at 500 South Main Street, Akron, Ohio 44318, attention of Treasurer,

(c) to ACF, at 750 Third Avenue, New York, N. Y. 10017, attention of Secretary's Department,

(d) to Richmond at 777 South Post Oak Road, Suite 777, Houston, Texas 77056, attention of Vice President-Finance,

(e) to Tank Lining at P.O. Box H, Oakdale, Pennsylvania 15071, attention of Vice President-Sales,

or at such other addresses as may have been furnished in writing by such party to the other parties to this Assignment.

ARTICLE 11. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of New York.

ARTICLE 12. Each Manufacturer represents that it is not entering into this Assignment, or into any other transaction contemplated hereby, directly or indirectly in connection with any arrangement or understanding in any way involving any employee benefit plan (other than a governmental plan) with respect to which it, or to such Manufacturer's knowledge the Assignor or the Assignee, is a party in interest, all within the meaning of the Employee Retirement Income Security Act of 1974.

ARTICLE 13. This Assignment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall

be sufficiently evidenced by any such original counterpart. Although this Assignment is dated for convenience as of the date specified in the introductory paragraph of this Assignment, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

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

THE B. F. GOODRICH COMPANY,

by

[Corporate Seal]

\_\_\_\_\_  
Treasurer

Attest:

\_\_\_\_\_  
Assistant Secretary

CHEMICAL BANK,

by

[Corporate Seal]

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

ACF INDUSTRIES INCORPORATED,

by

[Corporate Seal]

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

RICHMOND TANK CAR COMPANY,

by

\_\_\_\_\_  
Vice President-Finance

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

TANK LINING CORP.

by

*[Handwritten Signature]*  
\_\_\_\_\_  
Vice President-Sales

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

*Margaret K. Schaffer*  
*Comp. Secretary*



STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this            day of May 1978, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is a Vice President of ACF INDUSTRIES INCORPORATED, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[NOTARIAL SEAL]

My Commission Expires

STATE OF TEXAS, )  
 ) ss.:  
COUNTY OF HARRIS, )

On this            day of May 1978, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is a Vice President-Finance of RICHMOND TANK CAR COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[NOTARIAL SEAL]

My Commission Expires



SCHEDULE A  
to Purchase Order Assignment

ITEM 1: Assigned Equipment

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time of Delivery</u>
<u>ACF Equipment:</u>					
100-ton roller bearing- CF 5250 hopper cars, equipped with 20" hatches and pneumatic outlets, built gener- ally to specification No. SCL-CF-SS2	38	BFGX 1095 to BFGX 1132	approx- imately \$37,400*	approx- imately \$1,421,200	May and June 1978
100-ton roller bearing- CF 5250 hopper cars, equipped with 20" hatches and pneumatic outlets, built gener- ally to specification No. SCL-CF-SS2	28	BFGX 1133 to BFGX 1160	approx- imately \$40,000*	approx- imately \$1,120,000	October and November 1978
<u>Richmond Equipment:</u>					
16,000 gallon DOT 111A100W exterior coiled and insulated tank cars for caustic soda service	23	BFGX 7000 to BFGX 7022	approx- imately \$44,000**	approx- imately \$1,012,000	September and October 1978

ITEM 2: Maximum Purchase Price: ACF Equipment: \$2,541,200.†

Richmond Equipment: \$1,012,000.

\* The Unit Base Price for the ACF Equipment includes an estimated \$1,700 per Unit payable directly to Tank Lining for the cost of lining such Units.

\*\* The Unit Base Price of the Richmond Equipment includes an estimated \$1,900 per Unit payable to Richmond for the cost of lining such Units.

† The Maximum Purchase Price for the ACF Equipment represents a maximum amount of \$2,429,000 payable to ACF for such Units plus a maximum of \$112,200 payable to Tank Lining for lining such Units. A Unit of ACF Equipment shall be accepted only if it has been lined by Tank Lining and only if payment of the Unit Base Price of such Unit would cause neither of the aforesaid amounts of \$2,429,000 and \$112,200 payable to ACF and Tank Lining, respectively, to be exceeded.

## SCHEDULE B

### Manufacturers' Warranties of Materials and Workmanship

#### ACF and Richmond Warranty

Each of ACF and Richmond warrants that the Equipment manufactured by it will be built in accordance with the Specifications as identified in the Purchase Order and the standards and requirements set forth in Schedule A to the Purchase Order Assignment to which this Schedule B is attached (hereinafter called the Assignment) and warrants that the Equipment manufactured by it will be free from defects in material and workmanship under normal use and service, such Manufacturer's obligation under this Schedule B and its said warranties being limited to making good at its plant any part or parts of any unit of the Equipment manufactured by it which shall, within one year after the delivery of such unit to the Assignor, be returned to such Manufacturer with transportation charges prepaid and which such Manufacturer's examination shall disclose to its satisfaction to have been thus defective. Neither Manufacturer shall be liable for any indirect or consequential damages of whatever nature.

THE FOREGOING WARRANTY OF EACH MANUFACTURER IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SUCH MANUFACTURER, EXCEPT FOR ITS OBLIGATIONS UNDER SECTION 7 OF THE ASSIGNMENT, AND NEITHER MANUFACTURER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE CONSTRUCTION AND DELIVERY OF THE EQUIPMENT, EXCEPT AS AFORESAID.

Each of ACF and Richmond further agrees with the Assignor that neither the inspection referred to in the Assignment, nor any examination, nor the acceptance of any units of the Equipment as provided in the Assignment shall be deemed a waiver or a modification by the Assignor of any of its rights under this Schedule B.

#### Tank Lining Warranty

Tank Lining warrants that its work in connection with the ACF Equipment will be in accordance with the Speci-

fications as identified in the Tank Lining Purchase Order referred to in the Purchase Order Assignment to which this Schedule B is attached (hereinafter called the Assignment) and warrants that said work will be Amercord 320 lining in accordance with the recommendations and specifications of the coating manufacturer and using the best techniques and procedures of the industry; such work will be free from defects in material and workmanship under normal use and service; in the event of the premature failure or lessening of service life of any Unit caused or encouraged by improper surface preparation, application or curing of any lining installed by Tank Lining, Tank Lining will replace or repair such lining without charge at its plant upon return of the relevant Unit to Tank Lining with transportation charges prepaid. Tank Lining shall not be liable for any indirect or consequential damages of whatever nature.

THE FOREGOING WARRANTY OF TANK LINING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TANK LINING EXCEPT FOR ITS OBLIGATIONS UNDER SECTION 7 OF THE ASSIGNMENT, AND TANK LINING DOES NOT ASSUME OR AUTHORIZE ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS WORK IN CONNECTION WITH THE ACF EQUIPMENT, EXCEPT AS AFORESAID.

Tank Lining further agrees with the Assignor that neither the inspection referred to in the Assignment, nor any examination, nor the acceptance of any units of the Equipment as provided in the Assignment shall be deemed a waiver or a modification by the Assignor of any of its rights under this Schedule B.