

# 13 -

NEW NUMBER

LAW OFFICES

ALVORD AND ALVORD

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD\*  
CARL C. DAVIS\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE\*  
GEORGE JOHN KETO\*  
MILTON C. GRACE\*  
JAMES C. MARTIN, JR.\*

200 WORLD CENTER BUILDING  
918 SIXTEENTH STREET, N.W.  
WASHINGTON, D.C.  
20006-2978

OF COUNSEL  
JESS LARSON  
JOHN L. INGOLDSBY  
URBAN A. LESTER

CABLE ADDRESS  
"ALVORD"

TELEPHONE  
AREA CODE 202  
393-2266

TELEX  
440367 A AND A

1 5660

RECORDATION NO. \_\_\_\_\_ FINE \$25

MAY 31 1988-10 45 AM

\* NOT A MEMBER OF D.C. BAR  
\* ALSO ADMITTED IN NEW YORK  
\* ALSO ADMITTED IN OHIO  
\* ALSO ADMITTED IN MARYLAND

INTERSTATE COMMERCE COMMISSION

May 31, 1988

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

8-152A033  
MAY 31 1988  
No. ....  
Date.....  
Fee \$13.00.....  
ICC Washington, D. C.  
MAY 31 10 40 AM '88  
NOTION OF CREDIT

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two fully executed copies of a Security Agreement dated as of May 27, 1988, a primary document as defined in the Commission's Rules for the Recordation of Documents.

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

Secured Party: HCFS Business Equipment Corporation  
2700 Sanders Road  
Prospect Heights, Illinois 60070

Debtor: ACF Industries, Incorporated  
3301 Rider Trail South  
Earth City, Missouri 63045

A description of the railroad equipment covered by the enclosed document is set forth in Schedule B attached hereto and made a part hereof.

Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

*Charles T. Kappler*

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
May 31, 1988  
Page Two

A short summary of the enclosed primary document to appear in the Commission's Index is:

Security Agreement dated as of May 27, 1988 between HCFS Business Equipment Corporation, Secured Party, and ACF Industries, Incorporated, Debtor, covering six hundred twenty (620) covered hopper cars and tank cars bearing ACFX marks and numbers.

Very truly yours,

  
Charles T. Kappler

Enclosures

## SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
2-4335	CENTERFLOW	C214	ACFX	64716
2-4335	CENTERFLOW	C214	ACFX	64717
2-4335	CENTERFLOW	C214	ACFX	64718
2-4335	CENTERFLOW	C214	ACFX	64719
2-4335	CENTERFLOW	C214	ACFX	64720
2-4335	CENTERFLOW	C214	ACFX	64721
2-4335	CENTERFLOW	C214	ACFX	64722
2-4335	CENTERFLOW	C214	ACFX	64723
2-4335	CENTERFLOW	C214	ACFX	64724
2-4335	CENTERFLOW	C214	ACFX	64725
2-4335	CENTERFLOW	C214	ACFX	64726
2-4335	CENTERFLOW	C214	ACFX	64727
2-4335	CENTERFLOW	C214	ACFX	64728
2-4335	CENTERFLOW	C214	ACFX	64729
2-4335	CENTERFLOW	C214	ACFX	64730
2-4335	CENTERFLOW	C214	ACFX	64731
2-4335	CENTERFLOW	C214	ACFX	64732
2-4335	CENTERFLOW	C214	ACFX	64733
2-4335	CENTERFLOW	C214	ACFX	64734
2-4335	CENTERFLOW	C214	ACFX	64735
2-4335	CENTERFLOW	C214	ACFX	64736
2-4335	CENTERFLOW	C214	ACFX	64737
2-4335	CENTERFLOW	C214	ACFX	64738
2-4335	CENTERFLOW	C214	ACFX	64739
2-4335	CENTERFLOW	C214	ACFX	64740
2-4335	CENTERFLOW	C214	ACFX	64741
2-4335	CENTERFLOW	C214	ACFX	64742
2-4335	CENTERFLOW	C214	ACFX	64743
2-4335	CENTERFLOW	C214	ACFX	64744
2-4335	CENTERFLOW	C214	ACFX	64745
2-4335	CENTERFLOW	C214	ACFX	64746
2-4335	CENTERFLOW	C214	ACFX	64747
2-4335	CENTERFLOW	C214	ACFX	64748
2-4335	CENTERFLOW	C214	ACFX	64749
2-4335	CENTERFLOW	C214	ACFX	64750
2-4335	CENTERFLOW	C214	ACFX	64751
2-4335	CENTERFLOW	C214	ACFX	64752
2-4335	CENTERFLOW	C214	ACFX	64753
2-4335	CENTERFLOW	C214	ACFX	64754
2-4335	CENTERFLOW	C214	ACFX	64755
2-4335	CENTERFLOW	C214	ACFX	64756
2-4335	CENTERFLOW	C214	ACFX	64757
2-4335	CENTERFLOW	C214	ACFX	64758
2-4335	CENTERFLOW	C214	ACFX	64759
2-4335	CENTERFLOW	C214	ACFX	64760
2-4335	CENTERFLOW	C214	ACFX	64761
2-4335	CENTERFLOW	C214	ACFX	64762
2-4335	CENTERFLOW	C214	ACFX	64763
2-4335	CENTERFLOW	C214	ACFX	64764
2-4335	CENTERFLOW	C214	ACFX	64765
2-4335	CENTERFLOW	C214	ACFX	64766
2-4335	CENTERFLOW	C214	ACFX	64767

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72183
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72184
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72185
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72186
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72187
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72188
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72189
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72190
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72191
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72192
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72193
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72194
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72195
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72196
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72197
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72198
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72199
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72200
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72201
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72202
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72203
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72204
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72205
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72206
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72207
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72208
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72209
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72210
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72211
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72212
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72213
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72214
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72215
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72216
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72217
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72218
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72219
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72220
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72221
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72222
5-4319	TANK	T105	ACFX	72049
5-4319	TANK	T105	ACFX	72050
5-4319	TANK	T105	ACFX	72051
5-4319	TANK	T105	ACFX	72052
5-4319	TANK	T105	ACFX	72053
5-4319	TANK	T105	ACFX	72054
5-4319	TANK	T105	ACFX	72055
5-4319	TANK	T105	ACFX	72056
5-4319	TANK	T105	ACFX	72057
5-4319	TANK	T105	ACFX	72058
5-4302	TANK	T108	ACFX	71857
5-4302	TANK	T108	ACFX	71858

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
5-4302	TANK	T108	ACFX	71860
5-4302	TANK	T108	ACFX	71861
5-4302	TANK	T108	ACFX	71862
5-4302	TANK	T108	ACFX	71863
5-4302	TANK	T108	ACFX	71864
C-4491	PRESSUREAIDE	C614	ACFX	51588
C-4491	PRESSUREAIDE	C614	ACFX	51589
C-4491	PRESSUREAIDE	C614	ACFX	51635
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77327
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77328
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77329
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77330
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77331
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77332
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77339
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77340
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77341
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77342
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77343
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77344
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77345
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77346
C-4369	TANK	T104	ACFX	72063
C-4369	TANK	T104	ACFX	72064
C-4369	TANK	T104	ACFX	72065
C-4369	TANK	T104	ACFX	72066
C-4369	TANK	T104	ACFX	72067
C-4369	TANK	T104	ACFX	72068
C-4369	TANK	T104	ACFX	72069
C-4369	TANK	T104	ACFX	72070
C-4369	TANK	T104	ACFX	72071
C-4369	TANK	T104	ACFX	72072
C-4369	TANK	T104	ACFX	72073
C-4369	TANK	T104	ACFX	72074
C-4369	TANK	T104	ACFX	72075
C-4369	TANK	T104	ACFX	72076
C-4369	TANK	T104	ACFX	72077
C-4369	TANK	T104	ACFX	72078
C-4369	TANK	T104	ACFX	72079
C-4369	TANK	T104	ACFX	72080
C-4369	TANK	T104	ACFX	72081
C-4369	TANK	T104	ACFX	72082
C-4369	TANK	T104	ACFX	72083
C-4369	TANK	T104	ACFX	72084
C-4369	TANK	T104	ACFX	72085
C-4369	TANK	T104	ACFX	72086
C-4369	TANK	T104	ACFX	72087
2-4335	CENTERFLOW	C214	ACFX	64711
2-4335	CENTERFLOW	C214	ACFX	64712
2-4335	CENTERFLOW	C214	ACFX	64713
2-4335	CENTERFLOW	C214	ACFX	64714
2-4335	CENTERFLOW	C214	ACFX	64715

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
2-4335	CENTERFLOW	C214	ACFX	64768
2-4335	CENTERFLOW	C214	ACFX	64769
2-4335	CENTERFLOW	C214	ACFX	64770
2-4335	CENTERFLOW	C214	ACFX	64771
2-4335	CENTERFLOW	C214	ACFX	64772
2-4335	CENTERFLOW	C214	ACFX	64773
2-4335	CENTERFLOW	C214	ACFX	64774
2-4335	CENTERFLOW	C214	ACFX	64775
2-4335	CENTERFLOW	C214	ACFX	64776
2-4335	CENTERFLOW	C214	ACFX	64777
2-4335	CENTERFLOW	C214	ACFX	64778
2-4335	CENTERFLOW	C214	ACFX	64779
2-4335	CENTERFLOW	C214	ACFX	64780
2-4335	CENTERFLOW	C214	ACFX	64781
2-4335	CENTERFLOW	C214	ACFX	64782
2-4335	CENTERFLOW	C214	ACFX	64783
2-4335	CENTERFLOW	C214	ACFX	64784
2-4335	CENTERFLOW	C214	ACFX	64785
2-4335	CENTERFLOW	C214	ACFX	64786
2-4335	CENTERFLOW	C214	ACFX	64787
2-4335	CENTERFLOW	C214	ACFX	64788
2-4335	CENTERFLOW	C214	ACFX	64789
2-4335	CENTERFLOW	C214	ACFX	64790
2-4335	CENTERFLOW	C214	ACFX	64791
2-4335	CENTERFLOW	C214	ACFX	64792
2-4335	CENTERFLOW	C214	ACFX	64793
2-4335	CENTERFLOW	C214	ACFX	64794
2-4335	CENTERFLOW	C214	ACFX	64795
2-4335	CENTERFLOW	C214	ACFX	64796
2-4335	CENTERFLOW	C214	ACFX	64797
2-4335	CENTERFLOW	C214	ACFX	64798
2-4335	CENTERFLOW	C214	ACFX	64799
2-4335	CENTERFLOW	C214	ACFX	64800
2-4335	CENTERFLOW	C214	ACFX	64801
2-4335	CENTERFLOW	C214	ACFX	64802
2-4335	CENTERFLOW	C214	ACFX	64803
2-4335	CENTERFLOW	C214	ACFX	64804
2-4335	CENTERFLOW	C214	ACFX	64805
2-4335	CENTERFLOW	C214	ACFX	64806
2-4335	CENTERFLOW	C214	ACFX	64807
2-4335	CENTERFLOW	C214	ACFX	64808
2-4335	CENTERFLOW	C214	ACFX	64809
2-4335	CENTERFLOW	C214	ACFX	64810
4-4331	CENTERFLOW	C214	ACFX	65091
4-4331	CENTERFLOW	C214	ACFX	65092
4-4331	CENTERFLOW	C214	ACFX	65093
4-4331	CENTERFLOW	C214	ACFX	65094
4-4331	CENTERFLOW	C214	ACFX	65095
4-4331	CENTERFLOW	C214	ACFX	65096
4-4331	CENTERFLOW	C214	ACFX	65097
4-4331	CENTERFLOW	C214	ACFX	65098
4-4331	CENTERFLOW	C214	ACFX	65099

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4331	CENTERFLOW	C214	ACFX	65100
4-4331	CENTERFLOW	C214	ACFX	65101
4-4331	CENTERFLOW	C214	ACFX	65102
4-4331	CENTERFLOW	C214	ACFX	65103
4-4331	CENTERFLOW	C214	ACFX	65104
4-4331	CENTERFLOW	C214	ACFX	65105
4-4331	CENTERFLOW	C214	ACFX	65106
4-4331	CENTERFLOW	C214	ACFX	65107
4-4331	CENTERFLOW	C214	ACFX	65108
4-4331	CENTERFLOW	C214	ACFX	65109
4-4331	CENTERFLOW	C214	ACFX	65110
4-4331	CENTERFLOW	C214	ACFX	65111
4-4331	CENTERFLOW	C214	ACFX	65112
4-4331	CENTERFLOW	C214	ACFX	65113
4-4331	CENTERFLOW	C214	ACFX	65114
4-4331	CENTERFLOW	C214	ACFX	65115
4-4331	CENTERFLOW	C214	ACFX	65116
4-4331	CENTERFLOW	C214	ACFX	65117
4-4331	CENTERFLOW	C214	ACFX	65118
4-4331	CENTERFLOW	C214	ACFX	65119
4-4331	CENTERFLOW	C214	ACFX	65120
4-4331	CENTERFLOW	C214	ACFX	65121
4-4331	CENTERFLOW	C214	ACFX	65122
4-4331	CENTERFLOW	C214	ACFX	65123
4-4331	CENTERFLOW	C214	ACFX	65124
4-4331	CENTERFLOW	C214	ACFX	65125
4-4331	CENTERFLOW	C214	ACFX	65126
4-4331	CENTERFLOW	C214	ACFX	65127
4-4331	CENTERFLOW	C214	ACFX	65128
4-4331	CENTERFLOW	C214	ACFX	65129
4-4331	CENTERFLOW	C214	ACFX	65130
3-4350	CENTERFLOW	C214	ACFX	65131
3-4350	CENTERFLOW	C214	ACFX	65132
3-4350	CENTERFLOW	C214	ACFX	65133
3-4350	CENTERFLOW	C214	ACFX	65134
3-4350	CENTERFLOW	C214	ACFX	65135
3-4350	CENTERFLOW	C214	ACFX	65136
3-4350	CENTERFLOW	C214	ACFX	65137
3-4350	CENTERFLOW	C214	ACFX	65138
3-4350	CENTERFLOW	C214	ACFX	65139
3-4350	CENTERFLOW	C214	ACFX	65140
3-4350	CENTERFLOW	C214	ACFX	65141
3-4350	CENTERFLOW	C214	ACFX	65142
3-4350	CENTERFLOW	C214	ACFX	65143
3-4350	CENTERFLOW	C214	ACFX	65144
3-4350	CENTERFLOW	C214	ACFX	65145
3-4322	PRESSUREAIDE	C614	ACFX	51494
3-4322	PRESSUREAIDE	C614	ACFX	51495
3-4322	PRESSUREAIDE	C614	ACFX	51496
3-4322	PRESSUREAIDE	C614	ACFX	51497
3-4322	PRESSUREAIDE	C614	ACFX	51498
3-4322	PRESSUREAIDE	C614	ACFX	51499

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-4322	PRESSUREAIDE	C614	ACFX	51500
3-4322	PRESSUREAIDE	C614	ACFX	51501
3-4322	PRESSUREAIDE	C614	ACFX	51502
3-4322	PRESSUREAIDE	C614	ACFX	51503
3-4322	PRESSUREAIDE	C614	ACFX	51504
3-4322	PRESSUREAIDE	C614	ACFX	51505
3-4322	PRESSUREAIDE	C614	ACFX	51506
3-4322	PRESSUREAIDE	C614	ACFX	51507
3-4322	PRESSUREAIDE	C614	ACFX	51508
3-4322	PRESSUREAIDE	C614	ACFX	51509
3-4322	PRESSUREAIDE	C614	ACFX	51510
3-4322	PRESSUREAIDE	C614	ACFX	51511
3-4322	PRESSUREAIDE	C614	ACFX	51512
3-4322	PRESSUREAIDE	C614	ACFX	51513
3-4671	PRESSUREAIDE	C614	ACFX	51461
5-4326	PRESSUREAIDE	C614	ACFX	51514
5-4326	PRESSUREAIDE	C614	ACFX	51515
5-4326	PRESSUREAIDE	C614	ACFX	51516
5-4326	PRESSUREAIDE	C614	ACFX	51517
5-4326	PRESSUREAIDE	C614	ACFX	51518
5-4326	PRESSUREAIDE	C614	ACFX	51519
5-4326	PRESSUREAIDE	C614	ACFX	51520
C-4554	PRESSUREAIDE	C614	ACFX	51636
C-4554	PRESSUREAIDE	C614	ACFX	51637
C-4554	PRESSUREAIDE	C614	ACFX	51638
C-4559	PRESSUREAIDE	C614	ACFX	51639
C-4559	PRESSUREAIDE	C614	ACFX	51640
3-4352	PRESSUREAIDE	C614	ACFX	51533
3-4352	PRESSUREAIDE	C614	ACFX	51534
3-4352	PRESSUREAIDE	C614	ACFX	51535
3-4352	PRESSUREAIDE	C614	ACFX	51536
3-4352	PRESSUREAIDE	C614	ACFX	51537
3-4352	PRESSUREAIDE	C614	ACFX	51538
3-4352	PRESSUREAIDE	C614	ACFX	51539
3-4352	PRESSUREAIDE	C614	ACFX	51540
3-4352	PRESSUREAIDE	C614	ACFX	51541
3-4381	PRESSUREAIDE	C614	ACFX	51542
3-4381	PRESSUREAIDE	C614	ACFX	51543
3-4381	PRESSUREAIDE	C614	ACFX	51544
3-4381	PRESSUREAIDE	C614	ACFX	51545
3-4381	PRESSUREAIDE	C614	ACFX	51546
3-4381	PRESSUREAIDE	C614	ACFX	51547
3-4381	PRESSUREAIDE	C614	ACFX	51548
3-4381	PRESSUREAIDE	C614	ACFX	51549
3-4381	PRESSUREAIDE	C614	ACFX	51550
3-4381	PRESSUREAIDE	C614	ACFX	51551
3-4381	PRESSUREAIDE	C614	ACFX	51552
3-4381	PRESSUREAIDE	C614	ACFX	51553
3-4381	PRESSUREAIDE	C614	ACFX	51554
3-4381	PRESSUREAIDE	C614	ACFX	51555
3-4381	PRESSUREAIDE	C614	ACFX	51556
3-4381	PRESSUREAIDE	C614	ACFX	51557

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-4381	PRESSUREAIDE	C614	ACFX	51558
MSC-3-9675 RIDER 99	PRESSUREAIDE	C614	ACFX	51559
MSC-3-9675 RIDER 99	PRESSUREAIDE	C614	ACFX	51560
MSC-3-9675 RIDER 99	PRESSUREAIDE	C614	ACFX	51561
MSC-3-9675 RIDER 99	PRESSUREAIDE	C614	ACFX	51562
MSC-3-9675 RIDER 99	PRESSUREAIDE	C614	ACFX	51563
MSC-3-9675 RIDER 99	PRESSUREAIDE	C614	ACFX	51564
MSC-3-9675 RIDER 99	PRESSUREAIDE	C614	ACFX	51565
MSC-3-9675 RIDER 99	PRESSUREAIDE	C614	ACFX	51566
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51590
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51591
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51592
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51593
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51594
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51595
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51596
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51597
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51598
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51599
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51600
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51601
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51602
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51603
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51604
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51605
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51606
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51607
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51608
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51609
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51610
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51611
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51612
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51613
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51614
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51615
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51616
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51617
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51618
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51619
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51620
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51621
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51622
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51623
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51624
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51625
3-4382	PRESSUREAIDE	C614	ACFX	51567
3-4382	PRESSUREAIDE	C614	ACFX	51568
3-4382	PRESSUREAIDE	C614	ACFX	51569
3-4382	PRESSUREAIDE	C614	ACFX	51570
3-4524	PRESSUREAIDE	C614	ACFX	51626
3-4524	PRESSUREAIDE	C614	ACFX	51627
3-4524	PRESSUREAIDE	C614	ACFX	51628

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-4524	PRESSUREAIDE	C614	ACFX	51629
3-4524	PRESSUREAIDE	C614	ACFX	51630
5-4407	PRESSUREAIDE	C614	ACFX	51571
5-4407	PRESSUREAIDE	C614	ACFX	51572
3-4425	PRESSUREAIDE	C614	ACFX	51573
3-4425	PRESSUREAIDE	C614	ACFX	51574
3-4425	PRESSUREAIDE	C614	ACFX	51575
3-4425	PRESSUREAIDE	C614	ACFX	51576
3-4425	PRESSUREAIDE	C614	ACFX	51577
3-4425	PRESSUREAIDE	C614	ACFX	51578
3-4425	PRESSUREAIDE	C614	ACFX	51579
3-4425	PRESSUREAIDE	C614	ACFX	51580
3-4425	PRESSUREAIDE	C614	ACFX	51581
3-4425	PRESSUREAIDE	C614	ACFX	51582
3-4425	PRESSUREAIDE	C614	ACFX	51583
3-4425	PRESSUREAIDE	C614	ACFX	51584
3-4425	PRESSUREAIDE	C614	ACFX	51585
3-4425	PRESSUREAIDE	C614	ACFX	51586
3-4425	PRESSUREAIDE	C614	ACFX	51587
2-4523	PRESSUREAIDE	C614	ACFX	51631
2-4523	PRESSUREAIDE	C614	ACFX	51632
2-4523	PRESSUREAIDE	C614	ACFX	51633
2-4523	PRESSUREAIDE	C614	ACFX	51634
MSC-2-2753 RIDER 108	TANK	T105	ACFX	72088
MSC-2-2753 RIDER 108	TANK	T105	ACFX	72089
MSC-2-2753 RIDER 108	TANK	T105	ACFX	72090
MSC-2-2753 RIDER 108	TANK	T105	ACFX	72091
3-4397	TANK	T105	ACFX	72094
3-4397	TANK	T105	ACFX	72095
3-4397	TANK	T105	ACFX	72096
3-4397	TANK	T105	ACFX	72097
3-4397	TANK	T105	ACFX	72098
3-4397	TANK	T105	ACFX	72099
3-4397	TANK	T105	ACFX	72100
3-4397	TANK	T105	ACFX	72101
3-4397	TANK	T105	ACFX	72102
3-4397	TANK	T105	ACFX	72103
3-4397	TANK	T105	ACFX	72104
3-4397	TANK	T105	ACFX	72105
3-4397	TANK	T105	ACFX	72106
3-4397	TANK	T105	ACFX	72107
3-4397	TANK	T105	ACFX	72108
3-4397	TANK	T105	ACFX	72109
3-4397	TANK	T105	ACFX	72110
3-4397	TANK	T105	ACFX	72111
3-4397	TANK	T105	ACFX	72112
3-4397	TANK	T105	ACFX	72113
3-4397	TANK	T105	ACFX	72114
3-4397	TANK	T105	ACFX	72115
3-4397	TANK	T105	ACFX	72116
3-4397	TANK	T105	ACFX	72117
3-4397	TANK	T105	ACFX	72118

## SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-4397	TANK	T105	ACFX	72119
3-4397	TANK	T105	ACFX	72120
3-4397	TANK	T105	ACFX	72121
3-4397	TANK	T105	ACFX	72122
3-4397	TANK	T105	ACFX	72123
3-4397	TANK	T105	ACFX	72124
3-4397	TANK	T105	ACFX	72125
3-4397	TANK	T105	ACFX	72126
3-4397	TANK	T105	ACFX	72127
3-4397	TANK	T105	ACFX	72128
3-4397	TANK	T105	ACFX	72129
3-4397	TANK	T105	ACFX	72130
3-4397	TANK	T105	ACFX	72131
3-4397	TANK	T105	ACFX	72132
3-4397	TANK	T105	ACFX	72133
3-4475	TANK	T105	ACFX	72282
3-4475	TANK	T105	ACFX	72283
3-4475	TANK	T105	ACFX	72284
3-4475	TANK	T105	ACFX	72285
3-4475	TANK	T105	ACFX	72286
3-4475	TANK	T105	ACFX	72287
3-4475	TANK	T105	ACFX	72288
3-4475	TANK	T105	ACFX	72289
3-4475	TANK	T105	ACFX	72290
3-4475	TANK	T105	ACFX	72291
3-4475	TANK	T105	ACFX	72292
3-4475	TANK	T105	ACFX	72293
3-4475	TANK	T105	ACFX	72294
3-4475	TANK	T105	ACFX	72295
3-4475	TANK	T105	ACFX	72296
3-4475	TANK	T105	ACFX	72297
3-4475	TANK	T105	ACFX	72298
3-4475	TANK	T105	ACFX	72299
3-4475	TANK	T105	ACFX	72300
3-4475	TANK	T105	ACFX	72301
3-4475	TANK	T105	ACFX	72302
3-4475	TANK	T105	ACFX	72303
3-4475	TANK	T105	ACFX	72304
3-4475	TANK	T105	ACFX	72305
3-4475	TANK	T105	ACFX	72306
3-4475	TANK	T105	ACFX	72307
3-4475	TANK	T105	ACFX	72308
3-4475	TANK	T105	ACFX	72309
3-4475	TANK	T105	ACFX	72310
3-4475	TANK	T105	ACFX	72311
3-4475	TANK	T105	ACFX	72492
3-4475	TANK	T105	ACFX	72493
3-4475	TANK	T105	ACFX	72495
3-4475	TANK	T105	ACFX	72496
3-4475	TANK	T105	ACFX	72497
3-4398	TANK	T107	ACFX	72134
3-4398	TANK	T107	ACFX	72135

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-4398	TANK	T107	ACFX	72136
3-4398	TANK	T107	ACFX	72137
3-4398	TANK	T107	ACFX	72138
3-4398	TANK	T107	ACFX	72139
3-4398	TANK	T107	ACFX	72140
3-4398	TANK	T107	ACFX	72141
3-4398	TANK	T107	ACFX	72142
3-4398	TANK	T107	ACFX	72143
3-4479	TANK	T107	ACFX	72312
3-4479	TANK	T107	ACFX	72313
3-4479	TANK	T107	ACFX	72314
3-4479	TANK	T107	ACFX	72315
3-4479	TANK	T107	ACFX	72316
3-4479	TANK	T107	ACFX	72317
3-4479	TANK	T107	ACFX	72318
3-4479	TANK	T107	ACFX	72319
3-4479	TANK	T107	ACFX	72320
3-4479	TANK	T107	ACFX	72321
3-4479	TANK	T107	ACFX	72322
3-4479	TANK	T107	ACFX	72323
3-4479	TANK	T107	ACFX	72324
3-4479	TANK	T107	ACFX	72325
3-4479	TANK	T107	ACFX	72326
3-4479	TANK	T107	ACFX	72327
3-4479	TANK	T107	ACFX	72328
3-4479	TANK	T107	ACFX	72329
3-4479	TANK	T107	ACFX	72330
6-4411	TANK	T105	ACFX	72144
6-4411	TANK	T105	ACFX	72145
6-4411	TANK	T105	ACFX	72146
5-4300	TANK	T055	ACFX	71850
5-4300	TANK	T055	ACFX	71851
5-4300	TANK	T055	ACFX	71852
5-4300	TANK	T055	ACFX	71853
5-4300	TANK	T055	ACFX	71854
5-4300	TANK	T055	ACFX	71855
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72223
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72224
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72225
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72226
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72227
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72228
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72229
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72230
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72231
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72232
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72233
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72234
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72235
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72236
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72237
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72238

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72239
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72240
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72241
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72242
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72243
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72244
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72245
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72246
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72247
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72248
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72249
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72250
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72251
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72252
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72253
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72254
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72255
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72332
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72333
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72000
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72001
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72002
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72003
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72004
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72005
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72006
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72007
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72008
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72009
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72010
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72011
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72012
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72013
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72014
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72015
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72016
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72017
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72018
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72019
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72020
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72021
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72022
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72023
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72024
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72025
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72026
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72027
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72028
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72029
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72030
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72031
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72032

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72033
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72034
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72035
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72036
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72037
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72038
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72039
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72040
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72041
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72042
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72043
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72044
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72045
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72046
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72047
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72048
5-4330	TANK	T104	ACFX	72059
5-4330	TANK	T104	ACFX	72060
5-4330	TANK	T104	ACFX	72061
5-4330	TANK	T104	ACFX	72062
C-4396	TANK	T104	ACFX	72092
C-4396	TANK	T104	ACFX	72093
8-4413	TANK	T104	ACFX	72173
8-4413	TANK	T104	ACFX	72174
8-4413	TANK	T104	ACFX	72175
8-4413	TANK	T104	ACFX	72176
8-4413	TANK	T104	ACFX	72177
8-4413	TANK	T104	ACFX	72178
8-4413	TANK	T104	ACFX	72179
8-4413	TANK	T104	ACFX	72180
8-4413	TANK	T104	ACFX	72181
8-4413	TANK	T104	ACFX	72182
8-4347	TANK	T544	ACFX	77317
8-4347	TANK	T544	ACFX	77318
8-4347	TANK	T544	ACFX	77319
8-4347	TANK	T544	ACFX	77320
8-4347	TANK	T544	ACFX	77321
8-4347	TANK	T544	ACFX	77322
8-4347	TANK	T544	ACFX	77323
8-4347	TANK	T544	ACFX	77324
8-4347	TANK	T544	ACFX	77325
8-4347	TANK	T544	ACFX	77326
C-4240	TANK	T545	ACFX	71827
C-4240	TANK	T545	ACFX	71828
C-4240	TANK	T545	ACFX	71829
C-4240	TANK	T545	ACFX	71830
C-4240	TANK	T545	ACFX	71831
C-4240	TANK	T545	ACFX	71832

# Interstate Commerce Commission

Washington, D.C. 20423

?

5/31/88

OFFICE OF THE SECRETARY

Charles T. Kappler  
Alvord & Alvord  
918 16th Street N.W.  
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/31/88 at 10:45am, and assigned recordation number(s). 15660, 14863-AA, 14863-BB

Sincerely yours,



Secretary

Enclosure(s)

1 5660  
REGISTRATION NO. \_\_\_\_\_ FILED \_\_\_\_\_

MAY 31 1988-10 45 AM

INTERSTATE COMMERCE COMMISSION

---

---

**SECURITY AGREEMENT**

**BETWEEN**

**ACF INDUSTRIES, INCORPORATED  
AS DEBTOR**

**AND**

**HCFS BUSINESS EQUIPMENT CORPORATION  
AS SECURED PARTY**

**Dated as of May 27, 1988**

---

---

## **SECURITY AGREEMENT**

**THIS SECURITY AGREEMENT** is dated as of May 27, 1988 (the "Security Agreement") between ACF Industries, Incorporated, a New Jersey corporation (the "Debtor"), and HCFS Business Equipment Corporation, a Delaware corporation (the "Secured Party") parties to the Secured Loan Agreement (the "Loan Agreement") dated as of May 27, 1988, as the same may be amended, modified or supplemented from time to time.

### **RECITALS**

A. Pursuant to the provisions of the Loan Agreement and subject to the conditions therein set forth, the Secured Party has agreed to make Loans to the Debtor.

B. Secured Party is willing to make Loans to Debtor only if Debtor grants to Secured Party a security interest in certain Collateral as provided herein.

### **SECTION 1. DEFINITIONS**

1.1 As used herein, the following terms shall have the meanings herein specified unless the context otherwise requires. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Loan Agreement. Defined terms in this Security Agreement shall include in the singular number the plural and in the plural number the singular:

"Assigned Leases" shall have the meaning specified in Section 2(b) hereof.

"Assignment" shall have the meaning specified in Section 2(b) hereof.

"Collateral" shall have the meaning specified in Section 2 hereof.

"Debtor" shall mean ACF Industries, Incorporated and its successors and permitted assigns.

"Equipment" shall have the meaning specified in Section 2(a) hereof.

"ICA" shall mean the Interstate Commerce Act, as amended.

"ICC" shall mean the Interstate Commerce Commission.

"Item of Equipment" shall have the meaning specified in Section 2(a) hereof.

"Lease Payments" shall have the meaning set forth in Section 2(c) hereof.

"Lien" shall mean any mortgage, pledge, security interest, encumbrance, lease, lien or charge of any kind (including any agreement to give any of the foregoing), any conditional sale or other title retention agreement and the filing of or agreement to give any financing statement under the ICA or the UCC of any jurisdiction.

"Loan Agreement" shall mean the Secured Loan Agreement dated as of \_\_\_\_\_ between Debtor and Secured Party, as the same may be amended, or modified or supplemented from time to time.

"Permitted Liens" shall mean (a) the Lien created by this Security Agreement and the Assigned Leases; (b) the Lien of taxes, assessments or governmental charges or levies which are not at the time delinquent; (c) the Lien of taxes, assessments or governmental charges or levies which are delinquent but the validity of which is being contested in good faith by appropriate action diligently pursued, if the Debtor shall have set aside on its books such reserves (segregated to the extent required by generally accepted accounting principles) as deemed by it appropriate and adequate in accordance with generally accepted accounting principles, provided that such proceeding shall suspend the collection of such taxes, assessments or

governmental charges and the security interest in the Collateral, or any part thereof, would not, in the reasonable opinion of the Secured Party, be adversely affected or forfeited during the period of such contest.

"Secured Party" shall mean HCFS Business Equipment Corporation and its successors and assigns.

"Security Agreement" shall mean this Security Agreement as specified in the first paragraph hereof, as the same may be amended, modified or supplemented from time to time, together with any and all Assignments now or hereafter delivered to Secured Party pursuant to the Loan Agreement.

"UCC" shall mean the Uniform Commercial Code as in effect in the State of Illinois unless otherwise specified.

## **SECTION 2. GRANT OF SECURITY**

The Debtor, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Notes, and to secure the payment of all other Liabilities and the performance and observance of all covenants and conditions contained in the Loan Agreement, this Security Agreement and the Notes, does hereby transfer, convey, warranty, mortgage, deliver, pledge, assign, and grant to the Secured Party, its successors and assigns, a lien on and continuing security interest in, all and singular of the Debtor's rights, title and interest in and to the properties, rights, interests and privileges described below, whether now or hereafter existing (all of which are hereinafter collectively referred to as the "Collateral").

(a) each item of property leased by the Debtor which is (i) at any time identified on a Loan Request Schedule or an exhibit thereto at any time submitted by Debtor to Secured Party pursuant to the Loan Agreement,

or (ii) at any time covered by a Lease that is assigned by Debtor to Secured Party, or (iii) is at any time otherwise designated as being covered by and subject to the security interest granted by this Security Agreement; all parts and improvements to any such items of property and accessories and other property now or hereafter affixed thereto or used in connection therewith; and all substitutions for or replacements of any such property (any such property is herein collectively called "Equipment" and individually an "Item of Equipment");

(b) each Lease covering any property described in subsection (a) of this Section 2, including but not limited to each such Lease which is (i) at any time identified on a Loan Request Schedule or exhibit thereto submitted by Debtor to Secured Party pursuant to the Loan Agreement, or (ii) assigned to Secured Party by Debtor and specifically designated as being covered by and subject to the security interest granted by this Security Agreement by identification of such Lease in an assignment in the form of Exhibit A hereto ("Assignment") at any time executed and delivered by Debtor to Secured Party, or (iii) otherwise designated as being covered by and subject to the security interest granted by this Security Agreement (each such Lease is hereafter called an "Assigned Lease"); provided, however, that each such Assigned Lease shall be deemed to be Collateral hereunder only to the extent that it relates to Items of Equipment which are described in subsection (a) of this Section 2;

(c) all installment payments, rental payments, security deposits, advance rentals and other amounts now or hereafter made or payable in respect of the Equipment under or with respect to each Assigned Lease by any person or entity obligated with respect to such Assigned Lease,

including but not limited to any proceeds of any insurance and damages (herein collectively called the "Lease Payments");

(d) all rights, claims, powers and other benefits of the Debtor under the Assigned Leases and any extensions and renewals thereof;

(e) all rights, remedies and benefits of the Debtor under any guaranty related to an Assigned Lease;

(f) all other property and rights of any kind or nature provided or granted to the Debtor to secure the payment or performance of an Obligor's obligations under an Assigned Lease;

(g) all rights and claims of the Debtor in and to all mileage earned by any and all of the Equipment (subject to the terms of the Assigned Leases); and

(h) all products and proceeds of any of the foregoing.

### **SECTION 3. COVENANTS AND WARRANTIES OF THE DEBTOR**

The Debtor covenants, warrants, represents and agrees as follows:

3.1 **Debtor's Duties.** The Debtor covenants and agrees to perform, abide by and to be governed and restricted by each and all of the terms, provisions, restrictions, covenants and agreements set forth in this Security Agreement, the Loan Agreement and the Notes and in each and every supplement thereto or amendment thereof which may at any time or from time to time to be executed and delivered by the parties thereto or their successors and assigns, to the same extent as though each and all of such terms, provisions, restrictions, covenants, amendments or supplements to the Loan Agreement were fully set out in an amendment or supplement to this Security Agreement.

### **3.2 Maintenance; Insurance**

(a) The Debtor at its own cost and expense will maintain and keep or caused to be maintained and kept each Item of Equipment in good operating condition, ordinary wear and tear excepted, free of misuse, abuse, waste or deterioration.

(b) The Debtor will, at its own expense, maintain or cause to be maintained with responsible insurance companies, such insurance on such of its properties, in such amounts and against such risks as is customarily maintained by similar businesses in the exercise of prudent business judgment, and in any event, in an amount not less than the full fair insurable value of all of such assets and properties. For the purpose of this Section 3.2(b), insurance shall include self-insurance, provided the Debtor maintains or causes to be maintained adequate reserves to cover the risks not otherwise insured.

**3.3 Warranty of Title.** The Debtor has the right, power and authority to grant a valid first priority lien on and security interest in the Collateral to the Secured Party as herein set forth; no Lien currently attaches to the Collateral and the Debtor will warrant and defend the title to the Collateral against all claims and demands of all third persons. The Debtor will not create, assume or suffer to exist any Lien on the Collateral other than Permitted Liens.

**3.4 Further Assurances.** The Debtor will, at its expense, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the perfection of the security interest with the ICC and the Registrar General of Canada being herein provided for in the Collateral, whether now owned or hereafter acquired.

3.5 Recordation and Filing. The Debtor will cause this Security Agreement, any supplements hereto and the Assignments, and all financing and continuation statements and similar notices required by applicable law, at all times to be kept, recorded and filed, as appropriate, at no expense to the Secured Party, with the ICC, the Registrar General of Canada, St. Louis County Recorder and the Secretary of State of Missouri in order to fully preserve and protect the rights of the Secured Party hereunder, and will at its own expense furnish to the Secured Party promptly after the execution and delivery of any supplement to this Security Agreement such opinions of counsel for the Debtor as are reasonably requested by Secured Party. The Debtor agrees that this Security Agreement shall suffice as a financing statement under the UCC and may be filed by Secured Party as such.

3.6 Originals. Debtor's counterpart of each Assigned Lease is the only "Original" and is the only assignable counterpart. Debtor has taken steps, including making a notation in the appropriate files, to indicate to third parties that the Assigned Leases are subject to the security interest of Secured Party. Debtor shall hold the Originals of the Leases in trust for Secured Party, and upon the occurrence of an Event of Default, shall immediately deliver them to Secured Party.

3.7 Chief Executive Office; Corporate Name Records. The chief executive office of Debtor is located at 3301 Rider Trail South, Earth City, Missouri 63045. Debtor will not change its name or the location of its chief executive office without providing Secured Party with 30 days' prior notice thereof and with evidence satisfactory to it that all steps necessary to continue Secured Party's first perfected security interest in the Collateral have been taken.

**SECTION 4. SPECIAL PROVISIONS CONCERNING LEASES AND EQUIPMENT**

**4.1 Covenants as to Leases and Equipment.** With respect to each Assigned Lease and Item of Equipment allocated to a Loan, Debtor covenants to:

(a) Make or cause to be made all filings in respect of, and pay or cause to be paid when due, all taxes, assessments, fines, fees and other liabilities in respect of such Lease and Equipment, except and so long as contested in good faith by appropriate proceedings and for which adequate reserves under generally accepted accounting principles are being maintained, provided that such proceedings do not involve the danger of sale, forfeiture or loss of any of the Collateral or any interest therein. Debtor will comply with all laws, statutes, regulations, and ordinances pertaining to the Collateral. At Secured Party's reasonable request, Debtor will furnish to Secured Party proof of compliance with this Section 4.1(a).

(b) Perform and comply with all its obligations and requirements arising under each Assigned Lease or imposed by applicable law with respect to the Assigned Lease and the Equipment covered thereby, including but not limited to maintenance and servicing of Equipment.

(c) Not, without the prior written consent of Secured Party (which shall not be unreasonably withheld), receive or collect or permit the receipt or collection of any Lease Payment prior to the due date therefor except as permitted herein.

(d) Not, without the prior written consent of Secured Party (i) declare a default under such Assigned Lease or (ii) exercise remedies thereunder, unless Debtor has made the prepayments or substituted Equipment as required by Section 6.2(a) of the Loan Agreement by virtue of such

Obligor Default.

(e) Not, without the prior written consent of Secured Party, assign, transfer or hypothecate to anyone other than Secured Party any Lease Payment due or to become due thereunder.

(f) Not materially amend, modify, supplement or waive any provision of any Assigned Lease without the prior written consent of Secured Party.

(g) Send Secured Party, promptly upon receipt, a copy of each notice or other written communication received from or sent to the Obligors under Assigned Leases which relate to payment terms, default, or bankruptcy of the Obligor.

(h) Record on all Debtor's pertinent records and books of account a notation clearly setting forth those Leases which have been assigned to Secured Party.

**4.2 Administration of Assigned Leases.**

(a) Prior to the occurrence and continuance of an Event of Default with respect to an Assigned Lease, Debtor, at its expense, shall be responsible for collecting, when due and payable, all Lease Payments due under or with respect to each Assigned Lease from any Obligor thereunder.

(b) Upon the occurrence and continuance of an Event of Default:

(i) Secured Party shall have the right to enforce all of Debtor's rights under or with respect to any of the Collateral, including but not limited to the taking of all action necessary to collect Lease Payments and other amounts due with respect to any of the Collateral, and Debtor will, at its expense, take such actions with respect to such collection as Secured Party shall request;

(ii) Secured Party may notify each Obligor to make payments to Secured Party of the Lease Payments and any other amounts due or to become due under the Assigned Lease or arising therefrom, and enforce collection of any of the Collateral by suit or otherwise, and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness or other obligation under the Assigned Lease or evidenced thereby. Upon request of Secured Party, Debtor will, at its own expense, notify each Obligor to make payments to Secured Party of the Lease Payments and all other amounts due or to become due under the Assigned Lease or arising therefrom;

(iii) Debtor will (except as Secured Party may otherwise consent in writing) forthwith, upon receipt, deliver to Secured Party, in the form received and properly endorsed where required, any of the Lease Payments and all other cash, checks, drafts, instruments, or writings for the payment of money which may be received by Debtor at any time in full or partial payment or otherwise as proceeds of the Collateral. Except as Secured Party may otherwise consent in writing, any of the Lease Payments and such other items which may be received by Debtor will not become mingled with any of its other funds or property, and will be held separate and apart and upon express trust for Secured Party until delivery is made to Secured Party. Debtor will comply with all terms and conditions of any consent given by Secured Party pursuant to the provisions of this paragraph. Secured Party is authorized to endorse, in the name of Debtor, any of the Lease Payments and such other items which may be received by Secured Party. Any of the Lease Payments and such other items which are

received by Secured Party pursuant to this Security Agreement (to the extent that they represent collected funds) shall be applied toward payment of the Liabilities, whether or not then due, in such order of application as Secured Party may determine; and

(iv) Secured Party may exercise such rights, powers and remedies of Debtor as lessor under the Assigned Lease as Secured Party may, in its sole discretion, deem appropriate.

**4.3 Rights of Secured Party.** Subject to Section 4.2 hereof, Debtor does hereby irrevocably constitute and appoint Secured Party its true and lawful attorney in fact with full power of substitution for it and its name, place and stead, to ask, demand, collect, receive, give a receipt for, sue for, compound and give acquittance for any Lease Payments or other accounts due or to become due under or with respect to the Collateral or arising therefrom, with full power to settle, adjust or compromise any claim thereunder as fully as Debtor could itself do, and to endorse the name of Debtor on all instruments or other documents given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceeding, either in its own name or in the name of Debtor or otherwise, which Secured Party may deem necessary or appropriate to collect any and all sums which may be or become due or payable under the Assigned Leases or any Obligor Guaranty, or with respect to any other Collateral, or which may be necessary or appropriate to protect and preserve the right, title and interest of Secured Party in and to such sums and the security intended to be afforded hereby.

**SECTION 5. POSSESSION AND USE OF EQUIPMENT**

So long as there is no Event of Default or Default continuing, the Debtor and Obligor under an Assigned Lease shall be suffered and permitted

to remain in full possession, enjoyment and control of the Collateral, including each Assigned Lease, and to manage, operate and use the Equipment and each part thereto with the rights and franchises appertaining thereto.

**SECTION 6. SECURED PARTY'S RIGHTS**

**6.1 The Secured Party's Rights.** The Debtor agrees that when any Event of Default as defined in the Loan Agreement has occurred and is continuing, the Secured Party shall have the rights, options, duties and remedies of a secured party, and the Debtor shall have the rights and duties of a debtor, under the ICA and under the UCC (regardless of whether such UCC or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted), as applicable, and the Secured Party shall have the following rights and remedies:

(a) Upon the occurrence of any Event of Default and during the existence thereof, the Secured Party shall have all the rights of a secured party under the ICA or the UCC to enforce the assignments and security interests contained herein.

(b) The Secured Party personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Debtor, with or without notice, demand, process of law or legal procedure, if this can be done without breach of the peace, and search for, take possession, remove, keep and store the Collateral, or use and operate or lease the Collateral until sold.

(c) Any Collateral repossessed by the Secured Party under or pursuant to this Section 6.1 may be sold, leased or otherwise disposed of

under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Secured Party may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable. Any of the Collateral may be sold, leased or otherwise disposed of, in the condition in which the same existed when taken by the Secured Party or after any overhaul or repair which the Secured Party shall determine to be commercially reasonable. Debtor hereby waives to the extent permitted by law, any and all notices, advertisements, hearings or process of law in connection with the exercise by Secured Party of its remedies. If any notification of intended disposition of the Collateral is required by law, Debtor hereby agrees that notice mailed to it 10 days prior to such disposition shall meet such requirement. To the extent permitted by any such requirement of law, the Secured Party may itself bid for and become the purchaser of the Collateral or any item thereof, offered for sale in accordance with this Section without accountability to Debtor and free from any right of redemption of the Debtor, which right is hereby waived. In the payment of the purchase price therefor, the Secured Party shall be entitled to have credit on account of the purchase price thereof of amounts owing to the Secured Party on account of the Liabilities and the Secured Party may deliver the claims for interest on or principal of the Loan or other Liabilities hereby secured in lieu of cash up to the amount which would, upon distribution of the net proceeds of such sale, be payable thereon. If, under mandatory requirements of applicable law, the Secured Party shall be required to make disposition of the Collateral within a period of time which does not permit the giving of notice to Debtor as

hereinabove specified, the Secured Party need give Debtor only such notice of disposition as shall be reasonably practicable in view of such mandatory requirements of applicable law.

(d) The Secured Party may proceed to protect and enforce this Security Agreement by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral or any part thereof, for the recovery of judgment for the Liabilities or for the enforcement of any other legal or equitable remedy available under applicable law.

**6.2 Effect of Sale.** Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Debtor in and to the property sold and shall be a perpetual bar, both at law and in equity, against the Debtor, its successors and assigns, and against any and all persons claiming the property sold, or any part thereof under, by or through the Debtor, its successors or assigns.

**6.3 Application of Sale Proceeds.** The proceeds and/or avails of any sale of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder shall be paid to and applied as follows:

(a) First, to the payment of costs and expenses of foreclosure or suit, if any, and of such sale, and of all expenses, liability and advances, including, without limitation, legal expenses, reasonable attorneys' fees and costs of overhaul or repair, incurred or made hereunder by the Secured Party, and of all taxes, assessments or liens superior to

the lien of these presents, except any taxes, assessments or other superior lien subject to which said sale may have been made;

(b) Second, to the payment of the amount then owing or unpaid on the Loans for principal and interest and any other Liabilities in such order of application as Secured Party may elect; and

(c) Third, to the payment of the surplus, if any, to the Debtor, its successors and assigns, or to whosoever may be lawfully entitled to receive the same it being understood that Debtor shall remain liable to the Secured Party to the extent of any deficiency between the amount of the proceeds of such disposition and the aggregate amount of the sums referred to in clauses (a) and (b) of this Section 6.3.

6.4. Discontinuance of Remedies. In case the Secured Party shall have proceeded to enforce any right under this Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then, and in every such case, the Debtor and Secured Party shall be restored to their former rights and obligations hereunder with respect to the property subject to the security interest created under this Security Agreement.

6.5. Cumulative Remedies. No delay or omission of the Secured Party to exercise any right or power arising from any default on the part of the Debtor, shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Secured Party of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. The Secured Party may exercise any one or more or all of the remedies hereunder

and no remedy is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing now or hereafter at law or in equity; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Secured Party be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

**6.6 Indemnity.** The Debtor agrees to indemnify, protect and hold harmless the Secured Party from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof (except arising from the willful misconduct or gross negligence of the Secured Party), and expenses in connection therewith, including, but not limited to, reasonable counsel fees and expenses, penalties and interest, arising out of or as the result of the entering into or the performance of this Security Agreement, the retention by the Secured Party of a security interest in the Collateral, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or repossession of any of the Equipment, any accident, in connection with the operation, use, condition, possession, storage or repossession of any of the Collateral resulting in damage to property or injury or death to any person. The terms of this Section shall survive the termination of this Agreement.

**6.7 Substitute Performance.** Upon default by Debtor in any of its agreements set forth in Section 3 or 4 hereof, Secured Party may, but shall not be obligated to, (i) effect any such insurance and repairs and pay all

or any part of the premiums therefor and the costs thereof, and (ii) pay and discharge any taxes, licenses, liens, and encumbrances on the Collateral. All sums so advanced or paid by Secured Party shall be payable by Debtor to Secured Party with interest at the Default Rate set forth in the applicable Note or the highest rate permitted by law, whichever is less, and shall be secured hereunder.

**SECTION 7. MISCELLANEOUS**

**7.1 Successors and Assigns.** Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Security Agreement by or on behalf of the Debtor or by or on behalf of the Secured Party, shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not; provided, however, that Debtor cannot assign this Agreement without the prior written consent of the Secured Party.

**7.2 Assignments.** Any Assignment hereafter executed and delivered by Debtor to Secured Party shall be a part of and subject to the terms hereof, and all Collateral described therein or in any schedule or exhibit thereto, and all Collateral delivered to Secured Party in connection therewith, shall be subject to the security interest granted to Secured Party hereunder.

**7.3 Partial Invalidity.** The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

**7.4 Communications.** All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when

delivered personally or when deposited in the United States certified mails, first class, postage prepaid, addressed as set forth in Section 14.3 of the Loan Agreement.

7.5 Release. At the request and expense of the Debtor, the Secured Party shall release Items of Equipment from the lien of this Security Agreement upon payment in full of the amounts pursuant to Section 6.2(a) or 6.2(c) of the Loan Agreement with respect to such Items of Equipment or upon payment in full of the Note to which such Items of Equipment are allocated.

7.6 Governing Law. This Security Agreement shall be construed in accordance with and governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. Section 11303 and such additional rights, arising out of the filing, recording or deposit hereof, if any.

7.7 Counterparts. This Security Agreement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together constituting only one Security Agreement.

7.8 Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Security Agreement nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Security Agreement as of the day and year first above written.

(CORPORATE SEAL)

Attest:

*Joseph Muller*

ACF INDUSTRIES, INCORPORATED

By: *Vincent Choksi*

Title: *Assistant Treasurer*

HCFS BUSINESS EQUIPMENT  
CORPORATION

By: *Robert P. Pickett*

Title: *PRESIDENT*

STATE OF ILLINOIS )  
                          ) SS:  
COUNTY OF COOK )

On this 27th day of May, 1988, before me, personally appeared Umesh Choksi to me personally known, who being by me duly sworn, says that he resides at 2031 Schoettler Valley Drive, Chesterfield, MO 63017 and is Assistant Treasurer of ACF Industries, Incorporated, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors on May 27, 1988; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Angela Todd*  
Notary Public  
" OFFICIAL SEAL "  
ANGELA TODD  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/12/90

(SEAL)

STATE OF ILLINOIS )  
                          ) SS:  
COUNTY OF COOK )

On this 27th day of May, 1988, before me, personally appeared Robert E. Walsh to me personally known, who being by me duly sworn, says that he resides at 635 Washington Avenue, Glencoe, Illinois 60022 and is President of HCFS Business Equipment Corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors on May 24, 1988; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Angela Todd*  
Notary Public  
" OFFICIAL SEAL "  
ANGELA TODD  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/12/90

(SEAL)

**EXHIBIT A**

**ASSIGNMENT**

Pursuant to that certain Security Agreement dated as of \_\_\_\_\_ (the "Agreement") between HCFS Business Equipment Corporation ("HCFS") and the undersigned, as security for payment or performance by the undersigned of all of its Liabilities (as defined in the Agreement), the undersigned hereby assigns to HCFS, and grants to HCFS a continuing first priority security interest in all of the rights, title, and interest of the undersigned in and to the following property:

See Attached Schedule B

The terms and conditions of this Assignment are subject to the Security Agreement, which is hereby incorporated by reference and to which reference is hereby made for a statement thereof. Terms used herein and capitalized which are defined in the Agreement and not defined shall have the same meaning herein as in the Agreement.

This Assignment shall be binding upon and inure to the benefit of the undersigned and HCFS and their respective successors and assigns.

ACF INDUSTRIES, INCORPORATED

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**SCHEDULE B  
TO  
ASSIGNMENT**

<b>Company's Lease <u>Number</u></b>	<b>Car <u>Type</u></b>	<b>AAR <u>Designation</u></b>	<b>Car <u>Initials</u></b>	<b>Car <u>Number</u></b>
--	----------------------------	-----------------------------------	--------------------------------	------------------------------

## ASSIGNMENT

Pursuant to that certain Security Agreement dated as of May 27, 1988 (herein, as from time to time amended, called the "Agreement") between HCFS Business Equipment Corporation ("HCFS") and the undersigned, as security for payment or performance by the undersigned of all of its Liabilities (as defined in the Agreement), the undersigned hereby assigns to HCFS, and grants to HCFS a continuing first priority security interest in all of the rights, title, and interest of the undersigned in and to the following property:

See Attached Schedule B

The terms and conditions of this Assignment are subject to the Security Agreement, which is hereby incorporated by reference and to which reference is hereby made for a statement thereof. Terms used herein and capitalized which are defined in the Agreement and not defined herein shall have the same meaning herein as in the Agreement.

This Assignment shall be binding upon and inure to the benefit of the undersigned and HCFS and their respective successors and assigns.

ACF INDUSTRIES, INCORPORATED

By: Manish Chohri

Title: Assistant Treasurer

Dated: 5/27/88

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
2-4335	CENTERFLOW	C214	ACFX	64716
2-4335	CENTERFLOW	C214	ACFX	64717
2-4335	CENTERFLOW	C214	ACFX	64718
2-4335	CENTERFLOW	C214	ACFX	64719
2-4335	CENTERFLOW	C214	ACFX	64720
2-4335	CENTERFLOW	C214	ACFX	64721
2-4335	CENTERFLOW	C214	ACFX	64722
2-4335	CENTERFLOW	C214	ACFX	64723
2-4335	CENTERFLOW	C214	ACFX	64724
2-4335	CENTERFLOW	C214	ACFX	64725
2-4335	CENTERFLOW	C214	ACFX	64726
2-4335	CENTERFLOW	C214	ACFX	64727
2-4335	CENTERFLOW	C214	ACFX	64728
2-4335	CENTERFLOW	C214	ACFX	64729
2-4335	CENTERFLOW	C214	ACFX	64730
2-4335	CENTERFLOW	C214	ACFX	64731
2-4335	CENTERFLOW	C214	ACFX	64732
2-4335	CENTERFLOW	C214	ACFX	64733
2-4335	CENTERFLOW	C214	ACFX	64734
2-4335	CENTERFLOW	C214	ACFX	64735
2-4335	CENTERFLOW	C214	ACFX	64736
2-4335	CENTERFLOW	C214	ACFX	64737
2-4335	CENTERFLOW	C214	ACFX	64738
2-4335	CENTERFLOW	C214	ACFX	64739
2-4335	CENTERFLOW	C214	ACFX	64740
2-4335	CENTERFLOW	C214	ACFX	64741
2-4335	CENTERFLOW	C214	ACFX	64742
2-4335	CENTERFLOW	C214	ACFX	64743
2-4335	CENTERFLOW	C214	ACFX	64744
2-4335	CENTERFLOW	C214	ACFX	64745
2-4335	CENTERFLOW	C214	ACFX	64746
2-4335	CENTERFLOW	C214	ACFX	64747
2-4335	CENTERFLOW	C214	ACFX	64748
2-4335	CENTERFLOW	C214	ACFX	64749
2-4335	CENTERFLOW	C214	ACFX	64750
2-4335	CENTERFLOW	C214	ACFX	64751
2-4335	CENTERFLOW	C214	ACFX	64752
2-4335	CENTERFLOW	C214	ACFX	64753
2-4335	CENTERFLOW	C214	ACFX	64754
2-4335	CENTERFLOW	C214	ACFX	64755
2-4335	CENTERFLOW	C214	ACFX	64756
2-4335	CENTERFLOW	C214	ACFX	64757
2-4335	CENTERFLOW	C214	ACFX	64758
2-4335	CENTERFLOW	C214	ACFX	64759
2-4335	CENTERFLOW	C214	ACFX	64760
2-4335	CENTERFLOW	C214	ACFX	64761
2-4335	CENTERFLOW	C214	ACFX	64762
2-4335	CENTERFLOW	C214	ACFX	64763
2-4335	CENTERFLOW	C214	ACFX	64764
2-4335	CENTERFLOW	C214	ACFX	64765
2-4335	CENTERFLOW	C214	ACFX	64766
2-4335	CENTERFLOW	C214	ACFX	64767

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72183
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72184
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72185
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72186
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72187
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72188
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72189
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72190
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72191
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72192
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72193
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72194
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72195
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72196
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72197
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72198
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72199
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72200
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72201
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72202
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72203
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72204
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72205
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72206
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72207
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72208
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72209
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72210
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72211
MSC-3-1522 RIDER 76	TANK	T105	ACFX	72212
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72213
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72214
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72215
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72216
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72217
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72218
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72219
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72220
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72221
MSC-3-9966 RIDER 125	TANK	T105	ACFX	72222
5-4319	TANK	T105	ACFX	72049
5-4319	TANK	T105	ACFX	72050
5-4319	TANK	T105	ACFX	72051
5-4319	TANK	T105	ACFX	72052
5-4319	TANK	T105	ACFX	72053
5-4319	TANK	T105	ACFX	72054
5-4319	TANK	T105	ACFX	72055
5-4319	TANK	T105	ACFX	72056
5-4319	TANK	T105	ACFX	72057
5-4319	TANK	T105	ACFX	72058
5-4302	TANK	T108	ACFX	71857
5-4302	TANK	T108	ACFX	71858

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
5-4302	TANK	T108	ACFX	71860
5-4302	TANK	T108	ACFX	71861
5-4302	TANK	T108	ACFX	71862
5-4302	TANK	T108	ACFX	71863
5-4302	TANK	T108	ACFX	71864
C-4491	PRESSUREAIDE	C614	ACFX	51588
C-4491	PRESSUREAIDE	C614	ACFX	51589
C-4491	PRESSUREAIDE	C614	ACFX	51635
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77327
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77328
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77329
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77330
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77331
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77332
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77339
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77340
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77341
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77342
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77343
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77344
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77345
MSC-C-3729 RIDER 063	TANK	T866	ACFX	77346
C-4369	TANK	T104	ACFX	72063
C-4369	TANK	T104	ACFX	72064
C-4369	TANK	T104	ACFX	72065
C-4369	TANK	T104	ACFX	72066
C-4369	TANK	T104	ACFX	72067
C-4369	TANK	T104	ACFX	72068
C-4369	TANK	T104	ACFX	72069
C-4369	TANK	T104	ACFX	72070
C-4369	TANK	T104	ACFX	72071
C-4369	TANK	T104	ACFX	72072
C-4369	TANK	T104	ACFX	72073
C-4369	TANK	T104	ACFX	72074
C-4369	TANK	T104	ACFX	72075
C-4369	TANK	T104	ACFX	72076
C-4369	TANK	T104	ACFX	72077
C-4369	TANK	T104	ACFX	72078
C-4369	TANK	T104	ACFX	72079
C-4369	TANK	T104	ACFX	72080
C-4369	TANK	T104	ACFX	72081
C-4369	TANK	T104	ACFX	72082
C-4369	TANK	T104	ACFX	72083
C-4369	TANK	T104	ACFX	72084
C-4369	TANK	T104	ACFX	72085
C-4369	TANK	T104	ACFX	72086
C-4369	TANK	T104	ACFX	72087
2-4335	CENTERFLOW	C214	ACFX	64711
2-4335	CENTERFLOW	C214	ACFX	64712
2-4335	CENTERFLOW	C214	ACFX	64713
2-4335	CENTERFLOW	C214	ACFX	64714
2-4335	CENTERFLOW	C214	ACFX	64715

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
2-4335	CENTERFLOW	C214	ACFX	64768
2-4335	CENTERFLOW	C214	ACFX	64769
2-4335	CENTERFLOW	C214	ACFX	64770
2-4335	CENTERFLOW	C214	ACFX	64771
2-4335	CENTERFLOW	C214	ACFX	64772
2-4335	CENTERFLOW	C214	ACFX	64773
2-4335	CENTERFLOW	C214	ACFX	64774
2-4335	CENTERFLOW	C214	ACFX	64775
2-4335	CENTERFLOW	C214	ACFX	64776
2-4335	CENTERFLOW	C214	ACFX	64777
2-4335	CENTERFLOW	C214	ACFX	64778
2-4335	CENTERFLOW	C214	ACFX	64779
2-4335	CENTERFLOW	C214	ACFX	64780
2-4335	CENTERFLOW	C214	ACFX	64781
2-4335	CENTERFLOW	C214	ACFX	64782
2-4335	CENTERFLOW	C214	ACFX	64783
2-4335	CENTERFLOW	C214	ACFX	64784
2-4335	CENTERFLOW	C214	ACFX	64785
2-4335	CENTERFLOW	C214	ACFX	64786
2-4335	CENTERFLOW	C214	ACFX	64787
2-4335	CENTERFLOW	C214	ACFX	64788
2-4335	CENTERFLOW	C214	ACFX	64789
2-4335	CENTERFLOW	C214	ACFX	64790
2-4335	CENTERFLOW	C214	ACFX	64791
2-4335	CENTERFLOW	C214	ACFX	64792
2-4335	CENTERFLOW	C214	ACFX	64793
2-4335	CENTERFLOW	C214	ACFX	64794
2-4335	CENTERFLOW	C214	ACFX	64795
2-4335	CENTERFLOW	C214	ACFX	64796
2-4335	CENTERFLOW	C214	ACFX	64797
2-4335	CENTERFLOW	C214	ACFX	64798
2-4335	CENTERFLOW	C214	ACFX	64799
2-4335	CENTERFLOW	C214	ACFX	64800
2-4335	CENTERFLOW	C214	ACFX	64801
2-4335	CENTERFLOW	C214	ACFX	64802
2-4335	CENTERFLOW	C214	ACFX	64803
2-4335	CENTERFLOW	C214	ACFX	64804
2-4335	CENTERFLOW	C214	ACFX	64805
2-4335	CENTERFLOW	C214	ACFX	64806
2-4335	CENTERFLOW	C214	ACFX	64807
2-4335	CENTERFLOW	C214	ACFX	64808
2-4335	CENTERFLOW	C214	ACFX	64809
2-4335	CENTERFLOW	C214	ACFX	64810
4-4331	CENTERFLOW	C214	ACFX	65091
4-4331	CENTERFLOW	C214	ACFX	65092
4-4331	CENTERFLOW	C214	ACFX	65093
4-4331	CENTERFLOW	C214	ACFX	65094
4-4331	CENTERFLOW	C214	ACFX	65095
4-4331	CENTERFLOW	C214	ACFX	65096
4-4331	CENTERFLOW	C214	ACFX	65097
4-4331	CENTERFLOW	C214	ACFX	65098
4-4331	CENTERFLOW	C214	ACFX	65099

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4331	CENTERFLOW	C214	ACFX	65100
4-4331	CENTERFLOW	C214	ACFX	65101
4-4331	CENTERFLOW	C214	ACFX	65102
4-4331	CENTERFLOW	C214	ACFX	65103
4-4331	CENTERFLOW	C214	ACFX	65104
4-4331	CENTERFLOW	C214	ACFX	65105
4-4331	CENTERFLOW	C214	ACFX	65106
4-4331	CENTERFLOW	C214	ACFX	65107
4-4331	CENTERFLOW	C214	ACFX	65108
4-4331	CENTERFLOW	C214	ACFX	65109
4-4331	CENTERFLOW	C214	ACFX	65110
4-4331	CENTERFLOW	C214	ACFX	65111
4-4331	CENTERFLOW	C214	ACFX	65112
4-4331	CENTERFLOW	C214	ACFX	65113
4-4331	CENTERFLOW	C214	ACFX	65114
4-4331	CENTERFLOW	C214	ACFX	65115
4-4331	CENTERFLOW	C214	ACFX	65116
4-4331	CENTERFLOW	C214	ACFX	65117
4-4331	CENTERFLOW	C214	ACFX	65118
4-4331	CENTERFLOW	C214	ACFX	65119
4-4331	CENTERFLOW	C214	ACFX	65120
4-4331	CENTERFLOW	C214	ACFX	65121
4-4331	CENTERFLOW	C214	ACFX	65122
4-4331	CENTERFLOW	C214	ACFX	65123
4-4331	CENTERFLOW	C214	ACFX	65124
4-4331	CENTERFLOW	C214	ACFX	65125
4-4331	CENTERFLOW	C214	ACFX	65126
4-4331	CENTERFLOW	C214	ACFX	65127
4-4331	CENTERFLOW	C214	ACFX	65128
4-4331	CENTERFLOW	C214	ACFX	65129
4-4331	CENTERFLOW	C214	ACFX	65130
3-4350	CENTERFLOW	C214	ACFX	65131
3-4350	CENTERFLOW	C214	ACFX	65132
3-4350	CENTERFLOW	C214	ACFX	65133
3-4350	CENTERFLOW	C214	ACFX	65134
3-4350	CENTERFLOW	C214	ACFX	65135
3-4350	CENTERFLOW	C214	ACFX	65136
3-4350	CENTERFLOW	C214	ACFX	65137
3-4350	CENTERFLOW	C214	ACFX	65138
3-4350	CENTERFLOW	C214	ACFX	65139
3-4350	CENTERFLOW	C214	ACFX	65140
3-4350	CENTERFLOW	C214	ACFX	65141
3-4350	CENTERFLOW	C214	ACFX	65142
3-4350	CENTERFLOW	C214	ACFX	65143
3-4350	CENTERFLOW	C214	ACFX	65144
3-4350	CENTERFLOW	C214	ACFX	65145
3-4322	PRESSUREAIDE	C614	ACFX	51494
3-4322	PRESSUREAIDE	C614	ACFX	51495
3-4322	PRESSUREAIDE	C614	ACFX	51496
3-4322	PRESSUREAIDE	C614	ACFX	51497
3-4322	PRESSUREAIDE	C614	ACFX	51498
3-4322	PRESSUREAIDE	C614	ACFX	51499

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-4322	PRESSUREAIDE	C614	ACFX	51500
3-4322	PRESSUREAIDE	C614	ACFX	51501
3-4322	PRESSUREAIDE	C614	ACFX	51502
3-4322	PRESSUREAIDE	C614	ACFX	51503
3-4322	PRESSUREAIDE	C614	ACFX	51504
3-4322	PRESSUREAIDE	C614	ACFX	51505
3-4322	PRESSUREAIDE	C614	ACFX	51506
3-4322	PRESSUREAIDE	C614	ACFX	51507
3-4322	PRESSUREAIDE	C614	ACFX	51508
3-4322	PRESSUREAIDE	C614	ACFX	51509
3-4322	PRESSUREAIDE	C614	ACFX	51510
3-4322	PRESSUREAIDE	C614	ACFX	51511
3-4322	PRESSUREAIDE	C614	ACFX	51512
3-4322	PRESSUREAIDE	C614	ACFX	51513
3-4671	PRESSUREAIDE	C614	ACFX	51461
5-4326	PRESSUREAIDE	C614	ACFX	51514
5-4326	PRESSUREAIDE	C614	ACFX	51515
5-4326	PRESSUREAIDE	C614	ACFX	51516
5-4326	PRESSUREAIDE	C614	ACFX	51517
5-4326	PRESSUREAIDE	C614	ACFX	51518
5-4326	PRESSUREAIDE	C614	ACFX	51519
5-4326	PRESSUREAIDE	C614	ACFX	51520
C-4554	PRESSUREAIDE	C614	ACFX	51636
C-4554	PRESSUREAIDE	C614	ACFX	51637
C-4554	PRESSUREAIDE	C614	ACFX	51638
C-4559	PRESSUREAIDE	C614	ACFX	51639
C-4559	PRESSUREAIDE	C614	ACFX	51640
3-4352	PRESSUREAIDE	C614	ACFX	51533
3-4352	PRESSUREAIDE	C614	ACFX	51534
3-4352	PRESSUREAIDE	C614	ACFX	51535
3-4352	PRESSUREAIDE	C614	ACFX	51536
3-4352	PRESSUREAIDE	C614	ACFX	51537
3-4352	PRESSUREAIDE	C614	ACFX	51538
3-4352	PRESSUREAIDE	C614	ACFX	51539
3-4352	PRESSUREAIDE	C614	ACFX	51540
3-4352	PRESSUREAIDE	C614	ACFX	51541
3-4381	PRESSUREAIDE	C614	ACFX	51542
3-4381	PRESSUREAIDE	C614	ACFX	51543
3-4381	PRESSUREAIDE	C614	ACFX	51544
3-4381	PRESSUREAIDE	C614	ACFX	51545
3-4381	PRESSUREAIDE	C614	ACFX	51546
3-4381	PRESSUREAIDE	C614	ACFX	51547
3-4381	PRESSUREAIDE	C614	ACFX	51548
3-4381	PRESSUREAIDE	C614	ACFX	51549
3-4381	PRESSUREAIDE	C614	ACFX	51550
3-4381	PRESSUREAIDE	C614	ACFX	51551
3-4381	PRESSUREAIDE	C614	ACFX	51552
3-4381	PRESSUREAIDE	C614	ACFX	51553
3-4381	PRESSUREAIDE	C614	ACFX	51554
3-4381	PRESSUREAIDE	C614	ACFX	51555
3-4381	PRESSUREAIDE	C614	ACFX	51556
3-4381	PRESSUREAIDE	C614	ACFX	51557

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-4381	PRESSUREAIDE	C614	ACFX	51558
MSC-3-9675 RIDER 99	PRESSUREAIDE	C614	ACFX	51559
MSC-3-9675 RIDER 99	PRESSUREAIDE	C614	ACFX	51560
MSC-3-9675 RIDER 99	PRESSUREAIDE	C614	ACFX	51561
MSC-3-9675 RIDER 99	PRESSUREAIDE	C614	ACFX	51562
MSC-3-9675 RIDER 99	PRESSUREAIDE	C614	ACFX	51563
MSC-3-9675 RIDER 99	PRESSUREAIDE	C614	ACFX	51564
MSC-3-9675 RIDER 99	PRESSUREAIDE	C614	ACFX	51565
MSC-3-9675 RIDER 99	PRESSUREAIDE	C614	ACFX	51566
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51590
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51591
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51592
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51593
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51594
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51595
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51596
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51597
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51598
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51599
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51600
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51601
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51602
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51603
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51604
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51605
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51606
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51607
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51608
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51609
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51610
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51611
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51612
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51613
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51614
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51615
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51616
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51617
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51618
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51619
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51620
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51621
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51622
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51623
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51624
MSC-3-9675 RIDER 100	PRESSUREAIDE	C614	ACFX	51625
3-4382	PRESSUREAIDE	C614	ACFX	51567
3-4382	PRESSUREAIDE	C614	ACFX	51568
3-4382	PRESSUREAIDE	C614	ACFX	51569
3-4382	PRESSUREAIDE	C614	ACFX	51570
3-4524	PRESSUREAIDE	C614	ACFX	51626
3-4524	PRESSUREAIDE	C614	ACFX	51627
3-4524	PRESSUREAIDE	C614	ACFX	51628

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-4524	PRESSUREAIDE	C614	ACFX	51629
3-4524	PRESSUREAIDE	C614	ACFX	51630
5-4407	PRESSUREAIDE	C614	ACFX	51571
5-4407	PRESSUREAIDE	C614	ACFX	51572
3-4425	PRESSUREAIDE	C614	ACFX	51573
3-4425	PRESSUREAIDE	C614	ACFX	51574
3-4425	PRESSUREAIDE	C614	ACFX	51575
3-4425	PRESSUREAIDE	C614	ACFX	51576
3-4425	PRESSUREAIDE	C614	ACFX	51577
3-4425	PRESSUREAIDE	C614	ACFX	51578
3-4425	PRESSUREAIDE	C614	ACFX	51579
3-4425	PRESSUREAIDE	C614	ACFX	51580
3-4425	PRESSUREAIDE	C614	ACFX	51581
3-4425	PRESSUREAIDE	C614	ACFX	51582
3-4425	PRESSUREAIDE	C614	ACFX	51583
3-4425	PRESSUREAIDE	C614	ACFX	51584
3-4425	PRESSUREAIDE	C614	ACFX	51585
3-4425	PRESSUREAIDE	C614	ACFX	51586
3-4425	PRESSUREAIDE	C614	ACFX	51587
2-4523	PRESSUREAIDE	C614	ACFX	51631
2-4523	PRESSUREAIDE	C614	ACFX	51632
2-4523	PRESSUREAIDE	C614	ACFX	51633
2-4523	PRESSUREAIDE	C614	ACFX	51634
MSC-2-2753	RIDER 108 TANK	T105	ACFX	72088
MSC-2-2753	RIDER 108 TANK	T105	ACFX	72089
MSC-2-2753	RIDER 108 TANK	T105	ACFX	72090
MSC-2-2753	RIDER 108 TANK	T105	ACFX	72091
3-4397	TANK	T105	ACFX	72094
3-4397	TANK	T105	ACFX	72095
3-4397	TANK	T105	ACFX	72096
3-4397	TANK	T105	ACFX	72097
3-4397	TANK	T105	ACFX	72098
3-4397	TANK	T105	ACFX	72099
3-4397	TANK	T105	ACFX	72100
3-4397	TANK	T105	ACFX	72101
3-4397	TANK	T105	ACFX	72102
3-4397	TANK	T105	ACFX	72103
3-4397	TANK	T105	ACFX	72104
3-4397	TANK	T105	ACFX	72105
3-4397	TANK	T105	ACFX	72106
3-4397	TANK	T105	ACFX	72107
3-4397	TANK	T105	ACFX	72108
3-4397	TANK	T105	ACFX	72109
3-4397	TANK	T105	ACFX	72110
3-4397	TANK	T105	ACFX	72111
3-4397	TANK	T105	ACFX	72112
3-4397	TANK	T105	ACFX	72113
3-4397	TANK	T105	ACFX	72114
3-4397	TANK	T105	ACFX	72115
3-4397	TANK	T105	ACFX	72116
3-4397	TANK	T105	ACFX	72117
3-4397	TANK	T105	ACFX	72118

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-4397	TANK	T105	ACFX	72119
3-4397	TANK	T105	ACFX	72120
3-4397	TANK	T105	ACFX	72121
3-4397	TANK	T105	ACFX	72122
3-4397	TANK	T105	ACFX	72123
3-4397	TANK	T105	ACFX	72124
3-4397	TANK	T105	ACFX	72125
3-4397	TANK	T105	ACFX	72126
3-4397	TANK	T105	ACFX	72127
3-4397	TANK	T105	ACFX	72128
3-4397	TANK	T105	ACFX	72129
3-4397	TANK	T105	ACFX	72130
3-4397	TANK	T105	ACFX	72131
3-4397	TANK	T105	ACFX	72132
3-4397	TANK	T105	ACFX	72133
3-4475	TANK	T105	ACFX	72282
3-4475	TANK	T105	ACFX	72283
3-4475	TANK	T105	ACFX	72284
3-4475	TANK	T105	ACFX	72285
3-4475	TANK	T105	ACFX	72286
3-4475	TANK	T105	ACFX	72287
3-4475	TANK	T105	ACFX	72288
3-4475	TANK	T105	ACFX	72289
3-4475	TANK	T105	ACFX	72290
3-4475	TANK	T105	ACFX	72291
3-4475	TANK	T105	ACFX	72292
3-4475	TANK	T105	ACFX	72293
3-4475	TANK	T105	ACFX	72294
3-4475	TANK	T105	ACFX	72295
3-4475	TANK	T105	ACFX	72296
3-4475	TANK	T105	ACFX	72297
3-4475	TANK	T105	ACFX	72298
3-4475	TANK	T105	ACFX	72299
3-4475	TANK	T105	ACFX	72300
3-4475	TANK	T105	ACFX	72301
3-4475	TANK	T105	ACFX	72302
3-4475	TANK	T105	ACFX	72303
3-4475	TANK	T105	ACFX	72304
3-4475	TANK	T105	ACFX	72305
3-4475	TANK	T105	ACFX	72306
3-4475	TANK	T105	ACFX	72307
3-4475	TANK	T105	ACFX	72308
3-4475	TANK	T105	ACFX	72309
3-4475	TANK	T105	ACFX	72310
3-4475	TANK	T105	ACFX	72311
3-4475	TANK	T105	ACFX	72492
3-4475	TANK	T105	ACFX	72493
3-4475	TANK	T105	ACFX	72495
3-4475	TANK	T105	ACFX	72496
3-4475	TANK	T105	ACFX	72497
3-4398	TANK	T107	ACFX	72134
3-4398	TANK	T107	ACFX	72135

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-4398	TANK	T107	ACFX	72136
3-4398	TANK	T107	ACFX	72137
3-4398	TANK	T107	ACFX	72138
3-4398	TANK	T107	ACFX	72139
3-4398	TANK	T107	ACFX	72140
3-4398	TANK	T107	ACFX	72141
3-4398	TANK	T107	ACFX	72142
3-4398	TANK	T107	ACFX	72143
3-4479	TANK	T107	ACFX	72312
3-4479	TANK	T107	ACFX	72313
3-4479	TANK	T107	ACFX	72314
3-4479	TANK	T107	ACFX	72315
3-4479	TANK	T107	ACFX	72316
3-4479	TANK	T107	ACFX	72317
3-4479	TANK	T107	ACFX	72318
3-4479	TANK	T107	ACFX	72319
3-4479	TANK	T107	ACFX	72320
3-4479	TANK	T107	ACFX	72321
3-4479	TANK	T107	ACFX	72322
3-4479	TANK	T107	ACFX	72323
3-4479	TANK	T107	ACFX	72324
3-4479	TANK	T107	ACFX	72325
3-4479	TANK	T107	ACFX	72326
3-4479	TANK	T107	ACFX	72327
3-4479	TANK	T107	ACFX	72328
3-4479	TANK	T107	ACFX	72329
3-4479	TANK	T107	ACFX	72330
6-4411	TANK	T105	ACFX	72144
6-4411	TANK	T105	ACFX	72145
6-4411	TANK	T105	ACFX	72146
5-4300	TANK	T055	ACFX	71850
5-4300	TANK	T055	ACFX	71851
5-4300	TANK	T055	ACFX	71852
5-4300	TANK	T055	ACFX	71853
5-4300	TANK	T055	ACFX	71854
5-4300	TANK	T055	ACFX	71855
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72223
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72224
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72225
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72226
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72227
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72228
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72229
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72230
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72231
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72232
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72233
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72234
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72235
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72236
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72237
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72238

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72239
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72240
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72241
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72242
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72243
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72244
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72245
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72246
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72247
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72248
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72249
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72250
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72251
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72252
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72253
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72254
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72255
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72332
MSC-2-3525 RIDER 8	TANK	T103	ACFX	72333
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72000
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72001
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72002
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72003
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72004
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72005
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72006
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72007
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72008
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72009
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72010
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72011
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72012
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72013
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72014
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72015
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72016
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72017
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72018
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72019
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72020
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72021
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72022
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72023
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72024
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72025
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72026
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72027
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72028
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72029
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72030
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72031
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72032

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72033
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72034
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72035
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72036
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72037
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72038
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72039
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72040
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72041
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72042
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72043
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72044
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72045
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72046
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72047
MSC-C-7730 RIDER 27	TANK	T104	ACFX	72048
5-4330	TANK	T104	ACFX	72059
5-4330	TANK	T104	ACFX	72060
5-4330	TANK	T104	ACFX	72061
5-4330	TANK	T104	ACFX	72062
C-4396	TANK	T104	ACFX	72092
C-4396	TANK	T104	ACFX	72093
8-4413	TANK	T104	ACFX	72173
8-4413	TANK	T104	ACFX	72174
8-4413	TANK	T104	ACFX	72175
8-4413	TANK	T104	ACFX	72176
8-4413	TANK	T104	ACFX	72177
8-4413	TANK	T104	ACFX	72178
8-4413	TANK	T104	ACFX	72179
8-4413	TANK	T104	ACFX	72180
8-4413	TANK	T104	ACFX	72181
8-4413	TANK	T104	ACFX	72182
8-4347	TANK	T544	ACFX	77317
8-4347	TANK	T544	ACFX	77318
8-4347	TANK	T544	ACFX	77319
8-4347	TANK	T544	ACFX	77320
8-4347	TANK	T544	ACFX	77321
8-4347	TANK	T544	ACFX	77322
8-4347	TANK	T544	ACFX	77323
8-4347	TANK	T544	ACFX	77324
8-4347	TANK	T544	ACFX	77325
8-4347	TANK	T544	ACFX	77326
C-4240	TANK	T545	ACFX	71827
C-4240	TANK	T545	ACFX	71828
C-4240	TANK	T545	ACFX	71829
C-4240	TANK	T545	ACFX	71830
C-4240	TANK	T545	ACFX	71831
C-4240	TANK	T545	ACFX	71832