



# NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

12593

RECORDATION NO. \_\_\_\_\_ Filed 1425

DEC 18 1980 - 2 29 PM

No 0-353A090

Date DEC 18 1980

Fee \$ 30.00

ICC Washington, D. C.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Re: Filing of Assignment of Leases ("Assignment") dated December 11, 1980, between North American Car Corporation ("NAC") and North American Railcar Partners, Ltd. 1980 ("Partners").

Dear Secretary:

Enclosed for recording under 49 U.S.C. §11303 are four executed counterparts of the Assignment. The Assignment provides that NAC agrees to assign to Partners all NAC's interest as lessor in, and Partners agrees to assume all NAC's obligations under, the leases described therein and future leases (except subleases by NAC as lessor when the cars are leased by NAC as lessee from Partners) of the same railcars as described therein.

NAC's and Partner's address are each 222 South Riverside Plaza, Chicago, IL 60606.

Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$50, as the recording fee for the Assignment. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. §11303 you are hereby requested to duly file a counterpart for record in your office and to return the remaining counterparts, together with the Secretary's Certificate of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Very truly yours,

By Edward H. Soderstrom  
Edward H. Soderstrom  
Assistant Secretary

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*Foster*  
*Rehman J.*  
*Edward H. Soderstrom*

ASSIGNMENT OF LEASES

DEC 17 1980 - 2 20 PM

INTERSTATE COMMERCE COMMISSION

This Assignment of Leases is made and entered into as of the 11th day of December, 1980, by NORTH AMERICAN CAR CORPORATION ("NAC") and in favor of NORTH AMERICAN RAILCAR PARTNERS, LTD. 1980 ("Customer").

WHEREAS, NAC has entered into those certain leases listed in Schedule 1 hereto (copies of which leases have been delivered to Customer) with those lessees (the "Lessees") identified in Schedule 1; and

WHEREAS, contemporaneously with the execution and delivery of this Assignment Customer is entering into a Railcar Purchase and Sale Agreement (the "Purchase Agreement") with NAC pursuant to which Customer agrees to purchase from NAC and NAC agrees to sell to Customer those railcars (the "Cars") listed in Schedule 1 hereto, substantially all of which cars are held by the Lessees pursuant to the above-mentioned leases (the above-mentioned leases, as supplemented, amended or modified, to the extent applicable to the Cars, being the "Leases"); and

WHEREAS, NAC is willing to assign and Customer is willing to assume all of NAC's right, title and interest as Lessor in and to the Leases of the Cars; and

WHEREAS, Customer is, contemporaneously with the execution and delivery of this Assignment, seeking to raise

capital through an offering of 4,964 limited partnership interests ("Interests") in Customer pursuant to a Prospectus December 11, 1980 (the "Prospectus") relating to, among other things, Customer and the Cars;

NOW, THEREFORE, for value received and upon the terms and conditions set forth herein, the parties agree as follows:

1. Agreement to Assign and Assume. NAC agrees to assign and transfer to Customer all of NAC's interest as Lessor in and to, and Customer agrees to assume all of the obligations of NAC as Lessor under, the Leases and future leases of the Cars on the terms and conditions provided herein.

2. Effectiveness. The assignment and transfer to Customer by NAC of NAC's interest as Lessor in and to, and the assumption by Customer of NAC's obligations as Lessor under, the Leases and future leases of the Cars shall be deemed to have occurred upon the Delivery (as defined in the Purchase Agreement) of the Cars, and payment of the Purchase Price (as defined in the Purchase Agreement) therefor, pursuant to the Purchase Agreement and payment by Customer of the Consideration (hereinafter referred to) for the Leases pursuant to paragraph 7.

3. Reduction of Commitment. Customer and NAC recognize that if at least 3,723, but fewer than 4,964, Interests are subscribed for by prospective investors in Customer,

Customer will be unable to purchase the full 500 Cars covered by the Purchase Agreement. In such case, NAC will sell to Customer, and Customer will purchase from NAC, such lesser number of Cars as shall be agreed upon by them pursuant to paragraph 3 of the Purchase Agreement and the Leases covered by this Assignment shall refer to the Leases of the actual number of Cars determined pursuant to paragraph 3 of the Purchase Agreement. Upon any such reduction in the number of Cars, Schedule 1 hereto shall be amended and the reduced number of Leases shall, subject to the provisions of paragraph 5, constitute the "Leases" for all purposes of this Agreement, the Prospectus and the various agreements and transactions described or referred to herein and therein.

4. Termination of Commitment. If fewer than 3,723 Interests are subscribed for by prospective investors in Customer, this Assignment, and the obligations of the parties hereunder, will terminate and neither party shall have any obligation to the other on account of such termination or otherwise.

5. Substitution of Leases. Customer and NAC recognize that, prior to Delivery, some Cars may suffer casualty losses or may not, for a variety of reasons, be readily available for sale. In such case, NAC and Customer will, in the good faith exercise of their business judgment, mutually agree upon substitute Cars pursuant to paragraph 5 of the

Purchase Agreement and the leases of such substituted Cars (rather than of the unavailable Cars) shall constitute the Leases covered by this Assignment. Upon such substitution, Schedule 1 hereto shall be amended and the substituted leases will be "Leases" for all purposes of this Assignment, the Prospectus and the various agreement and transactions described or referred to herein and therein.

6. Determination of Consideration.

(a) The consideration for the assignment of the full number of Leases covered by this Assignment (the "Consideration") is \$172,471. The portion of the Consideration allocable to any particular Lease (the "Lease Cost") shall be an amount equal to the product of the Consideration multiplied by a fraction the numerator of which is the aggregate fixed rental payable under such Lease from Delivery through the expiration of the stated term of such Lease and the denominator of which is the aggregate fixed rentals payable under all Leases from Delivery through expiration of the stated terms of the Leases.

(b) If the commitment of Customer shall have been reduced pursuant to paragraph 3, the Consideration shall be reduced, based on the Lease Costs (determined as provided in paragraph 6(a)) of the Leases covered by this Assignment as adjusted, to reflect the actual Leases actually assigned and assumed.

(c) If there are substituted for unavailable Cars one or more replacement railcars, as provided in paragraph 5 of the Purchase Agreement, the Consideration (adjusted, if necessary, pursuant to paragraph 6(b)) for the number of Leases actually assigned and assumed shall not be adjusted on account of such substitution, but the Lease Costs of each Lease actually covered hereby shall be determined in accordance with the formula provided in paragraph 6(a) on the basis of the remaining terms of the Leases actually assigned and assumed (including the Leases of the replacement railcars, rather than the Leases of the unavailable Cars).

7. Closing. The payment by Customer of the Consideration for the assignment and transfer of the Leases shall be conditioned upon, and shall take place at the time and place of, the closing of the sale of the Cars and the payment of the Purchase Price (as defined in the Purchase Agreement) therefor pursuant to paragraph 7 of the Purchase Agreement and is subject to the representations of NAC made herein being true and correct, in every material respect, on and as of such time as though made on and as of such time. At such time, the Consideration shall be payable to NAC in Chicago Clearing House funds credited to such bank account as NAC shall designate.

8. Assignment.

(a) Upon the effectiveness of this Assignment as provided in paragraph 2, (i) NAC, without any further action on its part or on the part of Customer, shall sell, assign, transfer and set over to Customer, and shall for all purposes be deemed to have sold, assigned, transferred and set over to Customer, all of NAC's right, title and interest as Lessor in and to the Leases of the Cars, including all rentals and other amounts payable by the Lessee or any other person, firm or corporation under the Leases with respect to the Cars, and (ii) Customer, without any further action on its part or on the part of NAC, shall assume, and shall for all purposes be deemed to have assumed, all of the obligations of NAC as Lessor of the Cars under all such Leases, and shall agree to perform fully such obligations with respect to the Cars as if Customer had been the original Lessor under the Leases.

(b) Contemporaneously with the execution and delivery of this Assignment Customer and NAC are entering into a management agreement pursuant to which NAC will perform certain management services with respect to the Cars, including arranging for extensions of Leases and entering into a new lease upon the termination of a Lease of a Car. NAC and Customer agree that

the assignment and assumption set forth in paragraph 8(a) hereof extend, without any further action on the part of either of them, to all such future leases of Cars made pursuant to this paragraph 8(b) provided, however, that such assignment and assumption does not extend to any sublease of any Cars, including any subleases subject to a management agreement.

(c) The parties agree that one or more of the Leases may be evidenced by a rider or part of a rider to a master lease with a Lessee, covering one or more railcars (including one or more of the Cars).

9. Representations. NAC represents and warrants to Customer that:

(a) this Assignment has been duly and validly authorized, executed and delivered by or on behalf of NAC and constitutes the valid, binding and enforceable agreement of NAC;

(b) the entire right, title and interest of NAC in and to the Leases of the Cars and in and to any future leases of the Cars will, upon the effectiveness of this Agreement, as provided in paragraph 2, by operation of paragraph 8 and without any further action on the part of NAC or Customer, have been sold, assigned, transferred and set over to Customer so that, subject to paragraph 9(e), Customer will be the Lessor of the Cars under the Leases and such future leases;

(c) subject to paragraph 9(e), at the date hereof the Leases are in full force and effect and have not been altered, (except to the extent provided in this Assignment), modified or rescinded in any respect;

(d) at the date hereof, there has not occurred any default by NAC or any material default by the Lessee under any Lease or any event which, with the passage of time or the giving of notice or both, would constitute such a default; and

(e) the Leases indicated in Schedule 1 with an asterisk (the "Partially Executed Leases") are evidenced by riders, executed by NAC but not yet executed by the Lessee, extending or renewing such Lease; and

(i) the Lessees under the Partially Executed Leases have not objected to the terms of, or in any way communicated or indicated to NAC their unwillingness to execute, such Leases;

(ii) at least one rental has been received with respect to each Partially Executed Lease, except those Leases indicated with a plus sign;

(iii) in the ordinary course of NAC's business, in the operation and management of railcars owned by it, it extends or renews leases by oral agreement with the Leases thereunder followed by the later execution of a lease rider evidencing such

extension or renewal and it is not aware of any subsequent disaffirmance or rejection of such extended or renewed Lease by the Lessee thereunder;

(iv) NAC has no reason to believe that any Lessee under any Partially Executed Lease will fail to execute and deliver its lease rider in due course; and

(v) the cessation by any Lessee of rentals under its Partially Executed Lease and/or the return of Cars covered by such Partially Executed Lease and/or the express disaffirmance of such Partially Executed Lease by such Lessee shall constitute a termination of Section 2.14 of the Management Agreement.

10. Assignments. Neither this Assignment between Customer and NAC, nor any rights hereunder, may be assigned nor may any duties under this Assignment be delegated by either party without the express prior written consent of the other party; provided, however, that (i) NAC may assign and delegate its rights and obligations hereunder to any person which acquires (whether by way of purchase, merger, consolidation or otherwise) and continues substantially all of NAC's business relating to the ownership and management for itself and others of railcars and (ii) the right, title and interest of Customer in and to this Assignment may be

assigned by Customer to General Electric Pension Trust (the "Secured Lender") pursuant to a security agreement between the Customer and the Secured Lender to be entered into and dated as of the Delivery (as defined in the Purchase Agreement) of the Cars, as supplemented, amended or modified, to secure, among other things, Customer's performance of its covenants and agreements set forth in that security agreement and Customer's payment of all amounts due on the secured notes to be issued to the Secured Lender thereunder.

11. Law to Govern. All rights and obligations under this Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written.

NORTH AMERICAN RAILCAR PARTNERS,  
LTD. 1980, an Illinois limited  
partnership

ATTEST:

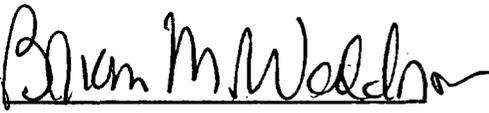
By NAC RAILCAR INVESTORS, INC.,  
the General Partner

By   
Title SECRETARY

By   
Title Vice President

ATTEST:

NORTH AMERICAN CAR CORPORATION  
("NAC")

By   
Title ASSISTANT SECRETARY

By   
Title Vice President

STATE OF ILLINOIS )  
                          )     SS.  
COUNTY OF C O O K )

On this 10<sup>th</sup> day of December, 1980 before me personally appeared R.A. Deback and Edward H. Lodestrom II to me personally known, who being by me duly sworn say that they are, respectively, the Vice President and President of NAC RAILCAR INVESTORS, INC., an Illinois corporation which is a General Partner of NORTH AMERICAN RAILCAR PARTNERS, LTD. 1980, an Illinois limited partnership, that the seal affixed to the foregoing instrument is the seal of said corporation that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation as the General Partner of such partnership.

Debra A. Kelly  
Notary Public

[SEAL]

My Commission Expires Feb. 23, 1983

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

On this 10th day of December, 1980 before me personally appeared J. Harrison and Brian M. Waldron to me personally known, who being by me duly sworn says that they are, respectively, the Vice President and Asst Secretary of North American Car Corporation, that the seal 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, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Debra A Kelly  
Notary Public

[SEAL]

My Commission Expires: My Commission Expires Feb. 23, 1983

No. of Cars	Description	Serial Number(s)	Lessee	No. of Years	Termination Dates
6	21,000 Gallon Capacity, 100 Ton Trucks, Non-Coiled Tank Cars	75008 - 75013	Air Products and Chemicals, Inc.*	5 Yrs.	1-31-85
2	21,000 Gallon Capacity, 100 Ton Trucks, Exterior Coiled Tank Cars	22744 - 22745	Allied Chemical Corporation*	4 Yrs., 6 Mos.	4-30-85
3	Same as above	8346, 23788, 23789	American Cyanamid Company	5 Yrs.	1-31-81
8	21,000 Gallon Capacity, 100 Ton Trucks, Non-Coiled Tank Cars	23352 - 23356, 23359 - 23361	American Cyanamid Company	5 Yrs.	4-30-81
1	20,500 Gallon Capacity, 100 Ton Trucks, Interior Coiled Tank Car	24308	Ashland Oil, Inc.	5 Yrs.	1-31-81
3	4450 Cu. Ft. Capacity, 100 Ton Trucks, Covered Hopper Cars	44528, 44532-44533	Borden Inc., Chemical Div.	5 Yrs.	8-31-81
19	4427 Cu. Ft. Capacity, 100 Ton Trucks, Covered Hopper Cars	48855, 48897, 48916, 48947-48953, 48955-48961, 48963-48964	Borden Inc., Chemical Div.	3 Yrs.	6-30-81
6	Same as above	48800 - 48805	Robert W. Meserve and Benjamin H. Lacy Trustees of the property of Boston and Maine Corporation, Debtor*	4 Yrs., 5 Mos.	8-31-81

No. of Cars	Description	Serial Number(S)	Lessee	No. of Years	Termination Dates
4	20,500 Gallon Capacity, 100 Ton Trucks, Interior Coiled Tank Cars	22453, 23448, 23450, 23532	Cargill Incorporated	5 Yrs.	3-10-81
12	Same as above	23433, 23624, 23671 - 23672, 23676, 23686, 23712, 23887, 71005, 71052, 71078, 71089	Cargill Incorporated	5 Yrs.	7-31-81
1	20,500 Gallon Capacity, 70 Ton Trucks, Interior Coiled Tank Car	71177	Cargill Incorporated	5 Yrs.	7-31-81
12	4427 cu. ft. Capacity, 100 Ton Trucks, Covered Hopper Cars	48337, 48412, 48705, 48736, 48866, 48870, 48915, 48922, 48938, 48946, 48962, 48970	Cargill Incorporated	5 Yrs.	12-31-84
17	4740 cu. ft. Capacity, 100 Ton Trucks, Covered Hopper Cars	49211, 49240, 49268, 49295, 49299, 49336, 49360, 49364, 49368, 49399, 49400, 49402, 49405, 49416, 49469, 49487, 49495	Cargill Incorporated	5 Yrs.	12-31-84

<u>No. of Cars</u>	<u>Description</u>	<u>Serial Number(s)</u>	<u>Lessee</u>	<u>No. of Years</u>	<u>Termination Dates</u>
2	4750 cu. ft. Capacity, 100 Ton Trucks, Covered Hopper Car	52805, 52809	Cargill Incorporated	5 Yrs.	12-31-84
14	16,500 Gallon Capacity, 100 Ton Trucks, Exterior Coiled Tank Cars	16210 - 16219 16221 - 16224	Cargill Incorporated	5 Yrs. Mos.	9-30-85
14	Same as above	16265 - 16278	Cargill Incorporated	5 Yrs.	6-30-85
1	4427 cu. ft. Capacity, 100 Ton Truck, Covered Hopper Car	48280	Carnation Company	3 Yrs.	12-31-80
1	20,500 Gallon Capacity, 100 Ton Truck, Interior Coiled Tank Car	71105	Chemical Exchange	3 Yrs.	4-30-81
2	Same as above	23613 - 23614	Clinton Corn Processing Company*	5 Yrs.	6-30-85
11	21,000 Gallon Capacity, 100 Ton Trucks, Non- Coiled Tank Cars	23644, 23648, 23665, 23693, 23849, 23852, 23853, 23859, 23871, 23872, 75066	Columbia Nitrogen Corpora- tion *+	3 Yrs.	12-31-83
1	20,500 Gallon Capacity, 100 Ton Truck, Interior Coiled Tank Car	22865	Gross Transportation Co.	5 Yrs.	2-28-81

<u>No. of Cars</u>	<u>Description</u>	<u>Serial Number(s)</u>	<u>Lessee</u>	<u>No. of Years</u>	<u>Termination Dates</u>
3	Same as above	23565, 23688 71024	Dawson Mills	5 Yrs.	6-30-85
3	21,000 Gallon Capacity, 100 Ton Trucks, Exterior Coiled Tank Cars	23321, 23323, 23324	E.I. duPont de Nemours & Company	3 Yrs.	3-31-83
3	4650 cu. ft. Capacity, 100 Ton Trucks, Covered Hopper Cars	90318, 90327, 90329	E.I. duPont de Nemours & Company	5 Yrs.	11-30-81
4	4450 cu. ft. Capacity, 100 Ton Trucks, Covered Hopper Cars	44529-44531 44539	E.I. duPont de Nemours & Company	5 Yrs.	11-30-81
1	20,500 Gallon Capacity, 100 Ton Truck, Interior Coiled Tank Car	23689	William Eisenstadt Company	5 Yrs.	8-31-85
5	21,000 Gallon Capacity, 100 Ton Trucks, Exterior Coiled Tank Cars	23485, 71415, 71416, 71427, 71428	First Chemical Corporation	3 Yrs.	1-31-81
3	20,500 Gallon Capacity, 100 Ton Trucks, Interior Coiled Tank Cars	23319, 23436, 71104	First Chemical Corporation	3 Yrs.	3-31-81
1	Same as above	22488	First Chemical Corporation	3 Yrs.	1-31-83

<u>No. of Cars</u>	<u>Description</u>	<u>Serial Number(s)</u>	<u>Lessee</u>	<u>No. of Years</u>	<u>Termination Dates</u>
8	20,500 Gallon Capacity, 100 Ton Trucks, Interior Coiled Tank Cars	22401, 22412, 22413, 22462, 22723, 22732, 22735, 22862	Flambeau Paper Corporation, Subsidiary of Pentair, Inc.	5 Yrs.	2-28-85
24	20,500 Gallon Capacity, 100 Ton Trucks, Interior Coiled Tank Cars	22417, 22713, 22714, 22716, 22860, 23316, 23403, 23404, 23437, 23443, 23444, 23445, 23447, 23619- 23623, 23629, 23631, 23634, 23637, 23673, 23685	Florida Molasses Exchange, Inc.	5 Yrs.	11-30-80
3	24,000 Gallon Capacity, 100 Ton Trucks, Exterior Coiled Tank Cars	25514, 25539, 25661	GAF Corporation	5 Yrs.	3-31-81
3	4450 cu. ft. Capacity, 100 Ton Trucks, Covered Hopper Cars	44538, 44542, 44544	CF Industries, Inc./ Goldkist, Inc. *	4 Yrs. 8 Mos.	6-30-85
89	4427 cu. ft. Capacity, 100 Ton Trucks, Covered Hopper Cars	48178, 48180- 48184, 48186- 48188, 48190- 48193, 48195, 48196, 48198, 48200 - 48233, 48236 - 48263, 48265, 48267- 48275, 48277	CF Industries, Inc./ Goldkist, Inc. *	4 Yrs. 8 Mos.	6-30-85

No. of Cars	Description	Serial Number(s)	Lessee	No. of Years	Termination Dates
5	20,500 Gallon Capacity, 100 Ton Trucks, Interior Coiled Tank Cars	23810 - 23814	Geo. A. Hormel and Company	5 Yrs.	12-31-80
10	Same as above	22703 - 22712	Humko Products Division, Kraftco Corporation	5 Yrs.	12-31-84
14	Same as above	71055 - 71060, 71062 - 71069	Humko Products Division, Kraftco Corporation	10 Yrs.	4-30-81
45	4450 cu. ft. Capacity, 100 Ton Trucks, Covered Hopper Cars	44534, 44537, 44550, 44552 - 44559, 44561, 44563 - 44567, 44569 - 44579, 44581 - 44590, 44592 - 44597, 44599	International Minerals & Chemical Corporation	5 Yrs.	10-31-81
6	4427 cu. ft. Capacity, 100 Ton Trucks, Covered Hopper Cars	48581, 48582, 48585 - 48587, 48594	Minneapolis, Northfield and Southern Railway	3 Yrs.	3-31-81
1	21,000 Gallon Capacity, 100 Ton Truck, Non-Coiled Tank Cars	23363	Monsanto Company	3 Yrs.	8-31-83
12	Same as above	75005, 75006, 75014 - 75023	Monsanto Company *	3 Yrs.	7-31-83

No. of Cars	Description	Serial Number(s)	Lessee	No. of Years	Termination Dates
6	4650 cu. ft. Capacity, 100 Ton Trucks, Covered Hopper Cars	90317, 90319, 90322 - 90325	Monsanto Company	3 Yrs.	4-30-83
1	21,000 Gallon Capacity, 100 Ton Truck, Exterior Coiled Tank Car	71384	National Starch and Chemical Corporation	5 Yrs.	3-31-81
10	24,000 Gallon Capacity, 100 Ton Tanks, Interior Coiled Tank Cars	25379, 25385, 25389, 25393, 25396 - 25398, 25454, 25457, 25473	Pennzoil Company	2 Yrs.	12-31-81
3	4427 cu. ft. Capacity, 100 Ton Trucks, Covered Hopper Cars	48070 - 48072	Chas. A. Pfizer and Com- pany, Inc. *	5 Yrs.	1-31-85
4	4450 cu. ft. Capacity, 100 Ton Trucks, Covered Hopper Cars	44545, 44547- 44549	The Quaker Oats Company	3 Yrs.	3-31-81
1	Same as above	44536	The Quaker Oats Company	3 Yrs.	3-31-81
4	4427 cu. ft. Capacity, 100 Ton Trucks, Covered Hopper Cars	48074 - 48077	The Quaker Oats Company	3 Yrs.	3-31-81
1	4740 cu. ft. Capacity, 100 Ton Truck, Covered Hopper Car	49426	The Quaker Oats Company	3 Yrs.	3-31-81

<u>No. of Cars</u>	<u>Description</u>	<u>Serial Number(s)</u>	<u>Lessee</u>	<u>No. of Years</u>	<u>Termination Dates</u>
10	16,500 Gallon Capacity, 100 Ton Trucks, Exterior Coiled Tank Cars	16310 - 16319	Su Crest Corporation	5 Yrs.	8-31-81
1	4427 cu. ft. Capacity, 100 Ton Truck, Covered Hopper Car	48478	Riviana Foods, Inc.	5 Yrs.	12-31-80
3	21,000 Gallon Capacity, 100 Ton Trucks, Non- Coiled Tank Cars	23697 - 23699	Shell Oil Company	5 Yrs.	8-31-85
1	21,000 Gallon Capacity, 100 Ton Truck, Interior Coiled Tank Car	08247	A.E. Staley Manufacturing Company	15 Yrs.	12-31-80
1	20,500 Gallon Capacity, 100 Ton Truck, Interior Coiled Tank Car	08200	A.E. Staley Manufacturing Company	15 Yrs.	12-31-80
24	23,500 Gallon Capacity, 100 Ton Truck, Exterior Coiled Tank Cars	25567 - 25582 25584 - 25591	Standard Oil of California	5 Yrs.	10-31-81
1	20,500 Gallon Capacity, 100 Ton Truck, Interior Coiled Tank Cars	23003	Sun Petroleum Products Company, Division of Sun Oil Company of Pa.	5 Yrs.	4-30-85
1	Same as above	71108	Union Camp Corporation	5 Yrs.	11-30-84

<u>No. of Cars</u>	<u>Description</u>	<u>Serial Number(s)</u>	<u>Lessee</u>	<u>No. of Years</u>	<u>Termination Dates</u>
10	Same as above	22838, 23406 23628, 23633, 23638, 23885, 23889, 71001, 71009, 71290	Volunteer T & B, Inc.	3 Yrs.	10-31-83
1	Same as above	23429	Volunteer T & B, Inc.	3 Yrs.	2-28-81
1	21,000 Gallon Capacity, 100 Ton Truck, Interior Coiled Tank Car	71015	Volunteer T & B, Inc.	3 Yrs.	2-28-81
7	20,500 Gallon Capacity, 100 Ton Trucks, Interior Coiled Tank Cars	22487, 22492, 23315, 23405, 23625, 71287, 71329	Westvaco Corporation *	5 Yrs.	8-31-85
1	24,000 Gallon Capacity, 100 Ton Truck, Interior Coiled Tank Car	25471	Westvaco Corporation *	5 Yrs.	8-31-85
5	20,500 Gallon Capacity, 100 Ton Trucks, Interior Coiled Tank Cars	23430, 23700- 23701, 23703, 23704	Wilson Foods Corporation	5 Yrs.	6-30-85
5	Same as above	23706, 23708- 23710, 23728	Wilson Foods Corporation	5 Yrs.	8-31-85

<u>No. of Cars</u>	<u>Description</u>	<u>Serial Number(s)</u>	<u>Lessee</u>	<u>No. of Years</u>	<u>Termination Dates</u>
1	Same as above	22715	Wilson Foods Corporation	5 Yrs.	5-31-81
2	Same as above	23370, 23372	Woodchem, Inc. *	3 Yrs.	12-31-83
1	21,000 Gallon Capacity, 100 Ton Trucks, Non- Coiled Tank Car	22778	Unproductive	-	-
11	20,500 Gallon Capacity, 100 Ton Trucks, Interior Coiled Tank Cars	23371, 23374 23376 - 23384	Unproductive	-	-
500	Total All Cars				