

#10  
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.

20006-2973  
RECORDATION NO. 1-5238  
Filed 1426

OF COUNSEL  
JESS LARSON  
JOHN L INGOLDSBY  
URBAN A LESTER

CABLE ADDRESS  
ALVORD

TELEPHONE  
AREA CODE 202  
393-2266

TELEX  
440367 A AND A

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

MAY 29 1987 -1 10 PM

INTERSTATE COMMERCE COMMISSION

May 29, 1987

7-1494012

No. MAY 29 1987

Date

Fee \$ 10.00

ICC Washington, D.C.

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

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are the original and six (6) counterparts of a Security Agreement dated as of May 29, 1987, a primary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

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

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

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

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 \$10 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

MAY 29 1 01 PM '87  
MOTOR VEHICLE UNIT  
100 941 2 OF

*C Security Agreement*

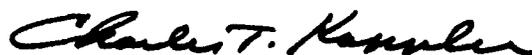
Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
May 29, 1987  
Page Two

Kindly return stamped copies of the enclosed document not needed for your files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

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

Security Agreement, dated as of May 29, 1987, between ACF Industries, Incorporated, Debtor, and HCFS Business Equipment Corporation, Secured Party, covering five hundred ninety (590) covered hopper cars and tank cars.

Very truly yours,

  
Charles T. Kappler

Enclosures

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39744
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39745
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39746
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39750
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39751
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39756
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39757
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39758
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39759
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39760
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39761
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39762
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39763
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39764
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39765
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39766
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39767
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39768
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39769
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39771
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39772
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39773
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39774
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39776
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39777
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64536
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64537
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64538
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64539
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64540
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64541
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64542
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64543
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64544
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64545
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64546
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64547
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64548
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64549
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64550
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64551
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64552
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64553
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64554
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64555
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64556
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64557
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64558
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64559
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64560
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64561
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64562

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64563
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64564
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64565
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64566
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64567
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64568
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64569
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64570
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64571
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64572
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64573
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64574
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64575
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64576
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64577
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64578
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64579
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64580
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64581
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64582
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64583
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64584
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64585
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64586
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64587
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64588
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64589
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64590
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64591
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64592
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64593
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64594
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64595
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64596
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64597
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64598
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64599
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64600
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64601
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64602
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64603
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64604
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64605
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64606
3-3957	CENTERFLOW	C214	ACFX	40633
3-3957	CENTERFLOW	C214	ACFX	40634
3-3957	CENTERFLOW	C214	ACFX	40635
3-3957	CENTERFLOW	C214	ACFX	40636
3-3957	CENTERFLOW	C214	ACFX	40637
3-3957	CENTERFLOW	C214	ACFX	40638
3-3957	CENTERFLOW	C214	ACFX	40639
3-3957	CENTERFLOW	C214	ACFX	40640

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-3957	CENTERFLOW	C214	ACFX	40641
3-3957	CENTERFLOW	C214	ACFX	40642
3-3957	CENTERFLOW	C214	ACFX	40643
3-3957	CENTERFLOW	C214	ACFX	40644
3-3957	CENTERFLOW	C214	ACFX	40645
3-3957	CENTERFLOW	C214	ACFX	40646
3-3957	CENTERFLOW	C214	ACFX	40647
3-3957	CENTERFLOW	C214	ACFX	40648
3-3957	CENTERFLOW	C214	ACFX	40649
3-3957	CENTERFLOW	C214	ACFX	40650
3-3957	CENTERFLOW	C214	ACFX	40651
3-3957	CENTERFLOW	C214	ACFX	40652
3-3957	CENTERFLOW	C214	ACFX	40653
3-3957	CENTERFLOW	C214	ACFX	40654
3-3957	CENTERFLOW	C214	ACFX	40655
3-3957	CENTERFLOW	C214	ACFX	40656
3-3957	CENTERFLOW	C214	ACFX	40657
3-3957	CENTERFLOW	C214	ACFX	40658
3-3957	CENTERFLOW	C214	ACFX	40659
3-3957	CENTERFLOW	C214	ACFX	40660
3-3957	CENTERFLOW	C214	ACFX	40661
3-3957	CENTERFLOW	C214	ACFX	40662
3-3957	CENTERFLOW	C214	ACFX	40663
3-3957	CENTERFLOW	C214	ACFX	40664
3-3957	CENTERFLOW	C214	ACFX	40665
3-3957	CENTERFLOW	C214	ACFX	40666
3-3957	CENTERFLOW	C214	ACFX	40667
3-3957	CENTERFLOW	C214	ACFX	40668
3-3957	CENTERFLOW	C214	ACFX	40669
3-3957	CENTERFLOW	C214	ACFX	40670
3-3957	CENTERFLOW	C214	ACFX	40671
3-3957	CENTERFLOW	C214	ACFX	40672
3-3957	CENTERFLOW	C214	ACFX	40673
3-3957	CENTERFLOW	C214	ACFX	40674
3-3957	CENTERFLOW	C214	ACFX	40675
3-3957	CENTERFLOW	C214	ACFX	40676
3-3957	CENTERFLOW	C214	ACFX	40677
3-3957	CENTERFLOW	C214	ACFX	40678
3-3957	CENTERFLOW	C214	ACFX	40679
3-3957	CENTERFLOW	C214	ACFX	40680
3-3957	CENTERFLOW	C214	ACFX	40681
3-3957	CENTERFLOW	C214	ACFX	40682
3-3957	CENTERFLOW	C214	ACFX	40683
3-3957	CENTERFLOW	C214	ACFX	40684
3-3957	CENTERFLOW	C214	ACFX	40685
3-3957	CENTERFLOW	C214	ACFX	40686
3-3957	CENTERFLOW	C214	ACFX	40687
3-3957	CENTERFLOW	C214	ACFX	40688
3-3957	CENTERFLOW	C214	ACFX	40689
3-3957	CENTERFLOW	C214	ACFX	40690
3-3957	CENTERFLOW	C214	ACFX	40691
3-3957	CENTERFLOW	C214	ACFX	40692

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-3957	CENTERFLOW	C214	ACFX	40693
3-3957	CENTERFLOW	C214	ACFX	40694
3-3957	CENTERFLOW	C214	ACFX	40695
3-3957	CENTERFLOW	C214	ACFX	40696
3-3957	CENTERFLOW	C214	ACFX	40697
3-3957	CENTERFLOW	C214	ACFX	40698
3-3957	CENTERFLOW	C214	ACFX	40699
3-3957	CENTERFLOW	C214	ACFX	40700
4-4085	CENTERFLOW	C214	ACFX	40701
4-4085	CENTERFLOW	C214	ACFX	40702
4-4085	CENTERFLOW	C214	ACFX	40703
4-4085	CENTERFLOW	C214	ACFX	40704
4-4085	CENTERFLOW	C214	ACFX	40705
4-4085	CENTERFLOW	C214	ACFX	40706
4-4085	CENTERFLOW	C214	ACFX	40707
4-4085	CENTERFLOW	C214	ACFX	40708
4-4085	CENTERFLOW	C214	ACFX	40709
4-4085	CENTERFLOW	C214	ACFX	40710
4-4085	CENTERFLOW	C214	ACFX	40711
4-4085	CENTERFLOW	C214	ACFX	40712
4-4085	CENTERFLOW	C214	ACFX	40713
4-4085	CENTERFLOW	C214	ACFX	40714
4-4085	CENTERFLOW	C214	ACFX	40715
4-4095	CENTERFLOW	C214	ACFX	40716
4-4085	CENTERFLOW	C214	ACFX	40717
4-4085	CENTERFLOW	C214	ACFX	40718
4-4085	CENTERFLOW	C214	ACFX	40719
4-4085	CENTERFLOW	C214	ACFX	40720
4-4085	CENTERFLOW	C214	ACFX	40721
4-4085	CENTERFLOW	C214	ACFX	40722
4-4085	CENTERFLOW	C214	ACFX	40723
4-4085	CENTERFLOW	C214	ACFX	40724
4-4085	CENTERFLOW	C214	ACFX	40725
4-4085	CENTERFLOW	C214	ACFX	40726
4-4085	CENTERFLOW	C214	ACFX	40727
4-4085	CENTERFLOW	C214	ACFX	40728
4-4085	CENTERFLOW	C214	ACFX	40729
4-4085	CENTERFLOW	C214	ACFX	40730
4-4105	CENTERFLOW	C214	ACFX	40751
4-4105	CENTERFLOW	C214	ACFX	40752
4-4105	CENTERFLOW	C214	ACFX	40753
4-4105	CENTERFLOW	C214	ACFX	40754
4-4105	CENTERFLOW	C214	ACFX	40755
4-4105	CENTERFLOW	C214	ACFX	40756
4-4105	CENTERFLOW	C214	ACFX	40757
4-4105	CENTERFLOW	C214	ACFX	40758
4-4105	CENTERFLOW	C214	ACFX	40759
4-4105	CENTERFLOW	C214	ACFX	40760
4-4105	CENTERFLOW	C214	ACFX	40761
4-4105	CENTERFLOW	C214	ACFX	40762
4-4105	CENTERFLOW	C214	ACFX	40763
4-4105	CENTERFLOW	C214	ACFX	40764

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4105	CENTERFLOW	C214	ACFX	40765
4-4105	CENTERFLOW	C214	ACFX	40766
4-4105	CENTERFLOW	C214	ACFX	40767
4-4105	CENTERFLOW	C214	ACFX	40768
4-4105	CENTERFLOW	C214	ACFX	40769
4-4105	CENTERFLOW	C214	ACFX	40770
4-4105	CENTERFLOW	C214	ACFX	40771
4-4105	CENTERFLOW	C214	ACFX	40772
4-4105	CENTERFLOW	C214	ACFX	40773
4-4105	CENTERFLOW	C214	ACFX	40774
4-4105	CENTERFLOW	C214	ACFX	40775
4-4105	CENTERFLOW	C214	ACFX	40776
4-4105	CENTERFLOW	C214	ACFX	40777
4-4105	CENTERFLOW	C214	ACFX	40778
4-4105	CENTERFLOW	C214	ACFX	40779
4-4105	CENTERFLOW	C214	ACFX	40780
4-4105	CENTERFLOW	C214	ACFX	40781
4-4105	CENTERFLOW	C214	ACFX	40782
4-4105	CENTERFLOW	C214	ACFX	40783
4-4105	CENTERFLOW	C214	ACFX	40784
4-4105	CENTERFLOW	C214	ACFX	40785
4-4105	CENTERFLOW	C214	ACFX	40786
4-4105	CENTERFLOW	C214	ACFX	40787
4-4105	CENTERFLOW	C214	ACFX	40788
4-4105	CENTERFLOW	C214	ACFX	40789
4-4105	CENTERFLOW	C214	ACFX	40790
4-4105	CENTERFLOW	C214	ACFX	40791
4-4105	CENTERFLOW	C214	ACFX	40792
4-4105	CENTERFLOW	C214	ACFX	40793
4-4105	CENTERFLOW	C214	ACFX	40794
4-4105	CENTERFLOW	C214	ACFX	40795
4-4105	CENTERFLOW	C214	ACFX	40796
4-4105	CENTERFLOW	C214	ACFX	40797
4-4105	CENTERFLOW	C214	ACFX	40798
4-4105	CENTERFLOW	C214	ACFX	40799
4-4105	CENTERFLOW	C214	ACFX	40800
4-4105	CENTERFLOW	C214	ACFX	40801
4-4105	CENTERFLOW	C214	ACFX	40802
4-4105	CENTERFLOW	C214	ACFX	40803
4-4105	CENTERFLOW	C214	ACFX	40804
4-4105	CENTERFLOW	C214	ACFX	40805
4-4105	CENTERFLOW	C214	ACFX	40806
4-4105	CENTERFLOW	C214	ACFX	40807
4-4105	CENTERFLOW	C214	ACFX	40808
4-4105	CENTERFLOW	C214	ACFX	40809
4-4105	CENTERFLOW	C214	ACFX	40810
4-4105	CENTERFLOW	C214	ACFX	40811
4-4105	CENTERFLOW	C214	ACFX	40812
4-4105	CENTERFLOW	C214	ACFX	40813
4-4105	CENTERFLOW	C214	ACFX	40814
4-4105	CENTERFLOW	C214	ACFX	40815
4-4105	CENTERFLOW	C214	ACFX	40816

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4105	CENTERFLOW	C214	ACFX	40817
4-4105	CENTERFLOW	C214	ACFX	40818
4-4105	CENTERFLOW	C214	ACFX	40819
4-4105	CENTERFLOW	C214	ACFX	40820
4-4105	CENTERFLOW	C214	ACFX	40821
4-4105	CENTERFLOW	C214	ACFX	40822
4-4105	CENTERFLOW	C214	ACFX	40823
4-4105	CENTERFLOW	C214	ACFX	40824
4-4105	CENTERFLOW	C214	ACFX	40825
4-4105	CENTERFLOW	C214	ACFX	40826
4-4105	CENTERFLOW	C214	ACFX	40827
4-4105	CENTERFLOW	C214	ACFX	40828
4-4105	CENTERFLOW	C214	ACFX	40829
4-4105	CENTERFLOW	C214	ACFX	40830
4-4105	CENTERFLOW	C214	ACFX	40831
4-4105	CENTERFLOW	C214	ACFX	40832
4-4105	CENTERFLOW	C214	ACFX	40833
4-4105	CENTERFLOW	C214	ACFX	40834
4-4105	CENTERFLOW	C214	ACFX	40835
4-4105	CENTERFLOW	C214	ACFX	40836
4-4105	CENTERFLOW	C214	ACFX	40837
4-4105	CENTERFLOW	C214	ACFX	40838
4-4105	CENTERFLOW	C214	ACFX	40839
4-4105	CENTERFLOW	C214	ACFX	40840
4-4105	CENTERFLOW	C214	ACFX	40841
4-4105	CENTERFLOW	C214	ACFX	40842
4-4105	CENTERFLOW	C214	ACFX	40843
4-4105	CENTERFLOW	C214	ACFX	40844
4-4105	CENTERFLOW	C214	ACFX	40845
4-4105	CENTERFLOW	C214	ACFX	40846
4-4105	CENTERFLOW	C214	ACFX	40847
4-4105	CENTERFLOW	C214	ACFX	40848
4-4105	CENTERFLOW	C214	ACFX	40849
4-4105	CENTERFLOW	C214	ACFX	40850
3-4017	PRESSUREAIDE	C614	S00	101000
3-4017	PRESSUREAIDE	C614	S00	101001
3-4017	PRESSUREAIDE	C614	S00	101002
3-4017	PRESSUREAIDE	C614	S00	101003
3-4017	PRESSUREAIDE	C614	S00	101004
3-4017	PRESSUREAIDE	C614	S00	101005
3-4017	PRESSUREAIDE	C614	S00	101006
3-4017	PRESSUREAIDE	C614	S00	101007
3-4017	PRESSUREAIDE	C614	S00	101008
3-4017	PRESSUREAIDE	C614	S00	101009
3-4017	PRESSUREAIDE	C614	S00	101010
3-4017	PRESSUREAIDE	C614	S00	101011
3-4017	PRESSUREAIDE	C614	S00	101012
3-4017	PRESSUREAIDE	C614	S00	101013
3-4017	PRESSUREAIDE	C614	S00	101014
3-4017	PRESSUREAIDE	C614	S00	101015
3-4017	PRESSUREAIDE	C614	S00	101016
3-4017	PRESSUREAIDE	C614	S00	101017

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-4017	PRESSUREAIDE	C614	S00	101018
3-4017	PRESSUREAIDE	C614	S00	101019
3-4017	PRESSUREAIDE	C614	S00	101020
3-4017	PRESSUREAIDE	C614	S00	101021
3-4017	PRESSUREAIDE	C614	S00	101022
3-4017	PRESSUREAIDE	C614	S00	101023
3-4017	PRESSUREAIDE	C614	S00	101024
3-4017	PRESSUREAIDE	C614	S00	101025
3-4017	PRESSUREAIDE	C614	S00	101026
3-4017	PRESSUREAIDE	C614	S00	101027
3-4017	PRESSUREAIDE	C614	S00	101028
3-4017	PRESSUREAIDE	C614	S00	101029
3-4017	PRESSUREAIDE	C614	S00	101030
3-4017	PRESSUREAIDE	C614	S00	101031
3-4017	PRESSUREAIDE	C614	S00	101032
3-4017	PRESSUREAIDE	C614	S00	101033
3-4017	PRESSUREAIDE	C614	S00	101034
3-4017	PRESSUREAIDE	C614	S00	101035
3-4017	PRESSUREAIDE	C614	S00	101036
3-4017	PRESSUREAIDE	C614	S00	101037
3-4017	PRESSUREAIDE	C614	S00	101038
3-4017	PRESSUREAIDE	C614	S00	101039
3-4017	PRESSUREAIDE	C614	S00	101040
3-4017	PRESSUREAIDE	C614	S00	101041
3-4017	PRESSUREAIDE	C614	S00	101042
3-4017	PRESSUREAIDE	C614	S00	101043
3-4017	PRESSUREAIDE	C614	S00	101044
3-4017	PRESSUREAIDE	C614	S00	101045
3-4017	PRESSUREAIDE	C614	S00	101046
3-4017	PRESSUREAIDE	C614	S00	101047
3-4017	PRESSUREAIDE	C614	S00	101048
3-4017	PRESSUREAIDE	C614	S00	101049
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40731
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40732
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40733
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40734
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40735
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40736
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40737
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40738
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40739
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40740
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40741
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40742
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40743
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40744
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40745
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40746
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40747
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40748
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40749
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40750

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
C-6874 RIDER #162	TANK	T107	ACFX	71394
C-6874 RIDER #162	TANK	T107	ACFX	71395
C-6874 RIDER #162	TANK	T107	ACFX	71396
C-6874 RIDER #162	TANK	T107	ACFX	71402
C-6874 RIDER #162	TANK	T107	ACFX	71403
C-6874 RIDER #162	TANK	T107	ACFX	71404
C-6874 RIDER #162	TANK	T107	ACFX	71405
C-6874 RIDER #162	TANK	T107	ACFX	71406
C-6874 RIDER #162	TANK	T107	ACFX	71407
C-6874 RIDER #162	TANK	T107	ACFX	71408
C-6874 RIDER #162	TANK	T107	ACFX	71409
C-6874 RIDER #162	TANK	T107	ACFX	71410
C-6874 RIDER #162	TANK	T107	ACFX	71411
C-6874 RIDER #162	TANK	T107	ACFX	71412
C-6874 RIDER #162	TANK	T107	ACFX	71413
C-6874 RIDER #162	TANK	T107	ACFX	71414
C-6874 RIDER #162	TANK	T107	ACFX	71415
C-6874 RIDER #162	TANK	T107	ACFX	71416
C-6874 RIDER #162	TANK	T107	ACFX	71417
C-6874 RIDER #162	TANK	T107	ACFX	71418
C-6874 RIDER #162	TANK	T107	ACFX	71419
C-6874 RIDER #162	TANK	T107	ACFX	71420
C-6874 RIDER #162	TANK	T107	ACFX	71421
C-6874 RIDER #162	TANK	T107	ACFX	71422
C-6874 RIDER #162	TANK	T107	ACFX	71423
C-6874 RIDER #162	TANK	T107	ACFX	71424
C-6874 RIDER #162	TANK	T107	ACFX	71425
C-6874 RIDER #162	TANK	T107	ACFX	71426
C-6874 RIDER #162	TANK	T107	ACFX	71427
C-6874 RIDER #162	TANK	T107	ACFX	71428
C-6874 RIDER #162	TANK	T107	ACFX	71429
C-6874 RIDER #162	TANK	T107	ACFX	71430
C-6874 RIDER #162	TANK	T107	ACFX	71431
C-6874 RIDER #162	TANK	T107	ACFX	71432
C-6874 RIDER #162	TANK	T107	ACFX	71433
C-6874 RIDER #162	TANK	T107	ACFX	71434
C-6874 RIDER #162	TANK	T107	ACFX	71435
C-6874 RIDER #162	TANK	T107	ACFX	71436
C-6874 RIDER #162	TANK	T107	ACFX	71437
C-6874 RIDER #162	TANK	T107	ACFX	71438
4-4086	PRESSUREAIDE	C614	ACFX	51302
4-4086	PRESSUREAIDE	C614	ACFX	51303
4-4086	PRESSUREAIDE	C614	ACFX	51304
4-4086	PRESSUREAIDE	C614	ACFX	51305
5-4115	PRESSUREAIDE	C614	ACFX	51306
5-4008	PRESSUREAIDE	C614	ACFX	51321
5-4008	PRESSUREAIDE	C614	ACFX	51322
5-4008	PRESSUREAIDE	C614	ACFX	51323
5-4096	PRESSUREAIDE	C614	ACFX	51343
5-4096	PRESSUREAIDE	C614	ACFX	51344
5-4096	PRESSUREAIDE	C614	ACFX	51345
5-4096	PRESSUREAIDE	C614	ACFX	51346

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
5-4096	PRESSUREAIDE	C614	ACFX	51347
5-4096	PRESSUREAIDE	C614	ACFX	51348
5-4096	PRESSUREAIDE	C614	ACFX	51349
5-4096	PRESSUREAIDE	C614	ACFX	51350
5-4096	PRESSUREAIDE	C614	ACFX	51351
5-4096	PRESSUREAIDE	C614	ACFX	51352
5-4118	PRESSUREAIDE	C614	ACFX	51363
5-4118	PRESSUREAIDE	C614	ACFX	51364
5-4118	PRESSUREAIDE	C614	ACFX	51365
5-4118	PRESSUREAIDE	C614	ACFX	51366
5-4118	PRESSUREAIDE	C614	ACFX	51367
5-4118	PRESSUREAIDE	C614	ACFX	51368
5-4118	PRESSUREAIDE	C614	ACFX	51369
5-4118	PRESSUREAIDE	C614	ACFX	51370
5-4118	PRESSUREAIDE	C614	ACFX	51371
5-4118	PRESSUREAIDE	C614	ACFX	51372
5-4210	PRESSUREAIDE	C614	ACFX	51405
5-4210	PRESSUREAIDE	C614	ACFX	51407
5-4210	PRESSUREAIDE	C614	ACFX	51415
5-4210	PRESSUREAIDE	C614	ACFX	51420
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51324
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51325
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51326
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51327
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51328
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51329
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51330
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51331
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51332
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51333
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51334
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51335
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51336
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51337
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51338
C-4273	PRESSUREAIDE	C614	ACFX	51339
C-4273	PRESSUREAIDE	C614	ACFX	51340
C-4273	PRESSUREAIDE	C614	ACFX	51341
2-4110	PRESSUREAIDE	C614	ACFX	51353
2-4110	PRESSUREAIDE	C614	ACFX	51354
2-4110	PRESSUREAIDE	C614	ACFX	51355
2-4110	PRESSUREAIDE	C614	ACFX	51356
2-4110	PRESSUREAIDE	C614	ACFX	51357
2-4110	PRESSUREAIDE	C614	ACFX	51358
2-4110	PRESSUREAIDE	C614	ACFX	51359
2-4110	PRESSUREAIDE	C614	ACFX	51360
2-4110	PRESSUREAIDE	C614	ACFX	51361
2-4110	PRESSUREAIDE	C614	ACFX	51362
5-4173	PRESSUREAIDE	C614	ACFX	51374
C-4175	PRESSUREAIDE	C614	ACFX	51375
C-4175	PRESSUREAIDE	C614	ACFX	51376
C-4175	PRESSUREAIDE	C614	ACFX	51377

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
C-4175	PRESSUREAIDE	C614	ACFX	51378
C-4175	PRESSUREAIDE	C614	ACFX	51379
C-4175	PRESSUREAIDE	C614	ACFX	51380
C-4175	PRESSUREAIDE	C614	ACFX	51381
C-4175	PRESSUREAIDE	C614	ACFX	51382
C-4175	PRESSUREAIDE	C614	ACFX	51383
C-4175	PRESSUREAIDE	C614	ACFX	51384
3-4180	PRESSUREAIDE	C614	ACFX	51385
3-4180	PRESSUREAIDE	C614	ACFX	51386
3-4180	PRESSUREAIDE	C614	ACFX	51387
3-4180	PRESSUREAIDE	C614	ACFX	51388
3-4180	PRESSUREAIDE	C614	ACFX	51389
3-4180	PRESSUREAIDE	C614	ACFX	51390
3-4180	PRESSUREAIDE	C614	ACFX	51391
C-4022	TANK	T104	ACFX	71463
C-4022	TANK	T104	ACFX	71464
C-4022	TANK	T104	ACFX	71465
C-4022	TANK	T104	ACFX	71466
C-4022	TANK	T104	ACFX	71467
C-4022	TANK	T104	ACFX	71468
C-4022	TANK	T104	ACFX	71469
C-4022	TANK	T104	ACFX	71470
C-4022	TANK	T104	ACFX	71471
C-4022	TANK	T104	ACFX	71472
C-4022	TANK	T104	ACFX	71473
C-4022	TANK	T104	ACFX	71474
C-4022	TANK	T104	ACFX	71475
C-4022	TANK	T104	ACFX	71476
C-4022	TANK	T104	ACFX	71477
5-4020	TANK	T105	ACFX	71439
5-4020	TANK	T105	ACFX	71445
5-4020	TANK	T105	ACFX	71451
5-4020	TANK	T105	ACFX	71452
5-4020	TANK	T105	ACFX	71453
5-4020	TANK	T105	ACFX	71454
5-4020	TANK	T105	ACFX	71455
5-4020	TANK	T105	ACFX	71456
5-4020	TANK	T105	ACFX	71458
5-4020	TANK	T105	ACFX	71459
5-4020	TANK	T105	ACFX	71460
5-4020	TANK	T105	ACFX	71461
5-4020	TANK	T105	ACFX	71462
5-4078	TANK	T106	ACFX	71536
5-4078	TANK	T106	ACFX	71537
5-4078	TANK	T106	ACFX	71538
5-4078	TANK	T106	ACFX	71539
5-4078	TANK	T106	ACFX	71540
3-9966 RIDER #121	TANK	T105	ACFX	71561
3-9966 RIDER #121	TANK	T105	ACFX	71562
3-9966 RIDER #121	TANK	T105	ACFX	71566
3-9966 RIDER #121	TANK	T105	ACFX	71567
3-9966 RIDER #121	TANK	T105	ACFX	71568

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-9966 RIDER #121	TANK	T105	ACFX	71569
3-9966 RIDER #121	TANK	T105	ACFX	71570
2-2753 RIDER #107	TANK	T106	ACFX	71328
2-2753 RIDER #107	TANK	T106	ACFX	71329
2-2753 RIDER #107	TANK	T106	ACFX	71330
2-2753 RIDER #107	TANK	T106	ACFX	71331
2-2753 RIDER #107	TANK	T106	ACFX	71478
2-2753 RIDER #107	TANK	T106	ACFX	71479
2-2753 RIDER #107	TANK	T106	ACFX	71480
2-2753 RIDER #107	TANK	T106	ACFX	71481
3-4065	TANK	T108	ACFX	71496
3-4065	TANK	T108	ACFX	71497
3-4065	TANK	T108	ACFX	71498
3-4065	TANK	T108	ACFX	71499
3-4065	TANK	T108	ACFX	71500
3-4065	TANK	T108	ACFX	71501
3-4065	TANK	T108	ACFX	71502
3-4065	TANK	T108	ACFX	71503
3-4065	TANK	T108	ACFX	71504
3-4065	TANK	T108	ACFX	71505
3-4065	TANK	T108	ACFX	71506
3-4065	TANK	T108	ACFX	71507
3-4065	TANK	T108	ACFX	71508
3-4065	TANK	T108	ACFX	71509
3-4065	TANK	T108	ACFX	71510
3-4065	TANK	T108	ACFX	71511
3-4065	TANK	T108	ACFX	71512
3-4065	TANK	T108	ACFX	71513
3-4065	TANK	T108	ACFX	71514
3-4065	TANK	T108	ACFX	71515
3-4065	TANK	T108	ACFX	71516
3-4065	TANK	T108	ACFX	71517
3-4065	TANK	T108	ACFX	71518
3-4065	TANK	T108	ACFX	71519
3-4065	TANK	T108	ACFX	71520
3-4065	TANK	T108	ACFX	71521
3-4065	TANK	T108	ACFX	71522
3-4065	TANK	T108	ACFX	71523
3-4065	TANK	T108	ACFX	71524
3-4065	TANK	T108	ACFX	71525
4-3304 RIDER #95	TANK	T108	ACFX	71650
4-3304 RIDER #95	TANK	T108	ACFX	71651
4-3304 RIDER #95	TANK	T108	ACFX	71652
4-3304 RIDER #95	TANK	T108	ACFX	71653
4-3304 RIDER #95	TANK	T108	ACFX	71654
4-3304 RIDER #95	TANK	T108	ACFX	71655
4-3304 RIDER #95	TANK	T108	ACFX	71656
4-3304 RIDER #95	TANK	T108	ACFX	71657
4-3304 RIDER #95	TANK	T108	ACFX	71658
4-3304 RIDER #95	TANK	T108	ACFX	71659
4-3304 RIDER #96	TANK	T108	ACFX	71660
4-3304 RIDER #96	TANK	T108	ACFX	71661

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-3304 RIDER #96	TANK	T108	ACFX	71662
4-3304 RIDER #96	TANK	T108	ACFX	71663
4-3304 RIDER #96	TANK	T108	ACFX	71664
4-3304 RIDER #96	TANK	T108	ACFX	71665
4-3304 RIDER #96	TANK	T108	ACFX	71666
4-3304 RIDER #96	TANK	T108	ACFX	71667
4-3304 RIDER #96	TANK	T108	ACFX	71668
4-3304 RIDER #96	TANK	T108	ACFX	71669
2-4074	TANK	T469	ACFX	71526
2-4074	TANK	T469	ACFX	71527
2-4074	TANK	T469	ACFX	71528
2-4074	TANK	T469	ACFX	71529
2-4074	TANK	T469	ACFX	71530
2-4074	TANK	T469	ACFX	71531
2-4074	TANK	T469	ACFX	71532
2-4074	TANK	T469	ACFX	71533
2-4074	TANK	T469	ACFX	71534
2-4074	TANK	T469	ACFX	71535

Interstate Commerce Commission

Washington, D.C. 20423

5/29/87

OFFICE OF THE SECRETARY

Charles T. Kappler, Esq.  
Alvord & Alvord  
918 16th St. 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 5/29/87 at 1:10pm, and assigned re-  
recording number(s) 14863-H Released & 15238

Sincerely yours,

*Noreta R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

1 5238

REGISTRATION NO. .... Filed 1428

MAY 29 1987 -1 10 PM

INTERSTATE COMMERCE COMMISSION

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**SECURITY AGREEMENT**

**BETWEEN**

**ACF INDUSTRIES, INCORPORATED  
AS DEBTOR**

**AND**

**HCFS BUSINESS EQUIPMENT CORPORATION  
AS SECURED PARTY**

**Dated as of May 29, 1987**

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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT is dated as of May 29, 1987 (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 29, 1987, 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 May 29, 1987 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 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.

**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: *James J. Linger*

Title: SENIOR VICE PRESIDENT

HCFS BUSINESS EQUIPMENT CORPORATION

By: *Robert P. ...*

Title: PRESIDENT



**EXHIBIT A**  
**ASSIGNMENT**

Pursuant to that certain Security Agreement dated as of May 29, 1987 (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: \_\_\_\_\_

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

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

**SCHEDULE B  
TO  
ASSIGNMENT**

**Company's  
Lease  
Number**

**Car  
Type**

**AAR  
Designation**

**Car  
Initials**

**Car  
Number**

## ASSIGNMENT

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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:

James J. Linger  
SENIOR VICE PRESIDENT  
5/29/87

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39744
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39745
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39746
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39750
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39751
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39756
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39757
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39758
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39759
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39760
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39761
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39762
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39763
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39764
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39765
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39766
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39767
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39768
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39769
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39771
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39772
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39773
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39774
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39776
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	39777
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64536
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64537
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64538
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64539
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64540
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64541
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64542
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64543
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64544
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64545
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64546
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64547
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64548
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64549
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64550
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64551
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64552
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64553
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64554
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64555
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64556
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64557
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64558
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64559
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64560
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64561
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64562

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64563
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64564
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64565
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64566
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64567
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64568
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64569
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64570
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64571
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64572
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64573
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64574
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64575
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64576
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64577
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64578
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64579
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64580
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64581
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64582
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64583
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64584
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64585
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64586
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64587
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64588
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64589
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64590
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64591
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64592
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64593
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64594
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64595
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64596
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64597
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64598
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64599
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64600
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64601
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64602
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64603
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64604
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64605
3-1522 RIDER #74	CENTERFLOW	C214	ACFX	64606
3-3957	CENTERFLOW	C214	ACFX	40633
3-3957	CENTERFLOW	C214	ACFX	40634
3-3957	CENTERFLOW	C214	ACFX	40635
3-3957	CENTERFLOW	C214	ACFX	40636
3-3957	CENTERFLOW	C214	ACFX	40637
3-3957	CENTERFLOW	C214	ACFX	40638
3-3957	CENTERFLOW	C214	ACFX	40639
3-3957	CENTERFLOW	C214	ACFX	40640

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-3957	CENTERFLOW	C214	ACFX	40641
3-3957	CENTERFLOW	C214	ACFX	40642
3-3957	CENTERFLOW	C214	ACFX	40643
3-3957	CENTERFLOW	C214	ACFX	40644
3-3957	CENTERFLOW	C214	ACFX	40645
3-3957	CENTERFLOW	C214	ACFX	40646
3-3957	CENTERFLOW	C214	ACFX	40647
3-3957	CENTERFLOW	C214	ACFX	40648
3-3957	CENTERFLOW	C214	ACFX	40649
3-3957	CENTERFLOW	C214	ACFX	40650
3-3957	CENTERFLOW	C214	ACFX	40651
3-3957	CENTERFLOW	C214	ACFX	40652
3-3957	CENTERFLOW	C214	ACFX	40653
3-3957	CENTERFLOW	C214	ACFX	40654
3-3957	CENTERFLOW	C214	ACFX	40655
3-3957	CENTERFLOW	C214	ACFX	40656
3-3957	CENTERFLOW	C214	ACFX	40657
3-3957	CENTERFLOW	C214	ACFX	40658
3-3957	CENTERFLOW	C214	ACFX	40659
3-3957	CENTERFLOW	C214	ACFX	40660
3-3957	CENTERFLOW	C214	ACFX	40661
3-3957	CENTERFLOW	C214	ACFX	40662
3-3957	CENTERFLOW	C214	ACFX	40663
3-3957	CENTERFLOW	C214	ACFX	40664
3-3957	CENTERFLOW	C214	ACFX	40665
3-3957	CENTERFLOW	C214	ACFX	40666
3-3957	CENTERFLOW	C214	ACFX	40667
3-3957	CENTERFLOW	C214	ACFX	40668
3-3957	CENTERFLOW	C214	ACFX	40669
3-3957	CENTERFLOW	C214	ACFX	40670
3-3957	CENTERFLOW	C214	ACFX	40671
3-3957	CENTERFLOW	C214	ACFX	40672
3-3957	CENTERFLOW	C214	ACFX	40673
3-3957	CENTERFLOW	C214	ACFX	40674
3-3957	CENTERFLOW	C214	ACFX	40675
3-3957	CENTERFLOW	C214	ACFX	40676
3-3957	CENTERFLOW	C214	ACFX	40677
3-3957	CENTERFLOW	C214	ACFX	40678
3-3957	CENTERFLOW	C214	ACFX	40679
3-3957	CENTERFLOW	C214	ACFX	40680
3-3957	CENTERFLOW	C214	ACFX	40681
3-3957	CENTERFLOW	C214	ACFX	40682
3-3957	CENTERFLOW	C214	ACFX	40683
3-3957	CENTERFLOW	C214	ACFX	40684
3-3957	CENTERFLOW	C214	ACFX	40685
3-3957	CENTERFLOW	C214	ACFX	40686
3-3957	CENTERFLOW	C214	ACFX	40687
3-3957	CENTERFLOW	C214	ACFX	40688
3-3957	CENTERFLOW	C214	ACFX	40689
3-3957	CENTERFLOW	C214	ACFX	40690
3-3957	CENTERFLOW	C214	ACFX	40691
3-3957	CENTERFLOW	C214	ACFX	40692

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-3957	CENTERFLOW	C214	ACFX	40693
3-3957	CENTERFLOW	C214	ACFX	40694
3-3957	CENTERFLOW	C214	ACFX	40695
3-3957	CENTERFLOW	C214	ACFX	40696
3-3957	CENTERFLOW	C214	ACFX	40697
3-3957	CENTERFLOW	C214	ACFX	40698
3-3957	CENTERFLOW	C214	ACFX	40699
3-3957	CENTERFLOW	C214	ACFX	40700
4-4085	CENTERFLOW	C214	ACFX	40701
4-4085	CENTERFLOW	C214	ACFX	40702
4-4085	CENTERFLOW	C214	ACFX	40703
4-4085	CENTERFLOW	C214	ACFX	40704
4-4085	CENTERFLOW	C214	ACFX	40705
4-4085	CENTERFLOW	C214	ACFX	40706
4-4085	CENTERFLOW	C214	ACFX	40707
4-4085	CENTERFLOW	C214	ACFX	40708
4-4085	CENTERFLOW	C214	ACFX	40709
4-4085	CENTERFLOW	C214	ACFX	40710
4-4085	CENTERFLOW	C214	ACFX	40711
4-4085	CENTERFLOW	C214	ACFX	40712
4-4085	CENTERFLOW	C214	ACFX	40713
4-4085	CENTERFLOW	C214	ACFX	40714
4-4085	CENTERFLOW	C214	ACFX	40715
4-4085	CENTERFLOW	C214	ACFX	40716
4-4085	CENTERFLOW	C214	ACFX	40717
4-4085	CENTERFLOW	C214	ACFX	40718
4-4085	CENTERFLOW	C214	ACFX	40719
4-4085	CENTERFLOW	C214	ACFX	40720
4-4085	CENTERFLOW	C214	ACFX	40721
4-4085	CENTERFLOW	C214	ACFX	40722
4-4085	CENTERFLOW	C214	ACFX	40723
4-4085	CENTERFLOW	C214	ACFX	40724
4-4085	CENTERFLOW	C214	ACFX	40725
4-4085	CENTERFLOW	C214	ACFX	40726
4-4085	CENTERFLOW	C214	ACFX	40727
4-4085	CENTERFLOW	C214	ACFX	40728
4-4085	CENTERFLOW	C214	ACFX	40729
4-4085	CENTERFLOW	C214	ACFX	40730
4-4105	CENTERFLOW	C214	ACFX	40751
4-4105	CENTERFLOW	C214	ACFX	40752
4-4105	CENTERFLOW	C214	ACFX	40753
4-4105	CENTERFLOW	C214	ACFX	40754
4-4105	CENTERFLOW	C214	ACFX	40755
4-4105	CENTERFLOW	C214	ACFX	40756
4-4105	CENTERFLOW	C214	ACFX	40757
4-4105	CENTERFLOW	C214	ACFX	40758
4-4105	CENTERFLOW	C214	ACFX	40759
4-4105	CENTERFLOW	C214	ACFX	40760
4-4105	CENTERFLOW	C214	ACFX	40761
4-4105	CENTERFLOW	C214	ACFX	40762
4-4105	CENTERFLOW	C214	ACFX	40763
4-4105	CENTERFLOW	C214	ACFX	40764

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4105	CENTERFLOW	C214	ACFX	40765
4-4105	CENTERFLOW	C214	ACFX	40766
4-4105	CENTERFLOW	C214	ACFX	40767
4-4105	CENTERFLOW	C214	ACFX	40768
4-4105	CENTERFLOW	C214	ACFX	40769
4-4105	CENTERFLOW	C214	ACFX	40770
4-4105	CENTERFLOW	C214	ACFX	40771
4-4105	CENTERFLOW	C214	ACFX	40772
4-4105	CENTERFLOW	C214	ACFX	40773
4-4105	CENTERFLOW	C214	ACFX	40774
4-4105	CENTERFLOW	C214	ACFX	40775
4-4105	CENTERFLOW	C214	ACFX	40776
4-4105	CENTERFLOW	C214	ACFX	40777
4-4105	CENTERFLOW	C214	ACFX	40778
4-4105	CENTERFLOW	C214	ACFX	40779
4-4105	CENTERFLOW	C214	ACFX	40780
4-4105	CENTERFLOW	C214	ACFX	40781
4-4105	CENTERFLOW	C214	ACFX	40782
4-4105	CENTERFLOW	C214	ACFX	40783
4-4105	CENTERFLOW	C214	ACFX	40784
4-4105	CENTERFLOW	C214	ACFX	40785
4-4105	CENTERFLOW	C214	ACFX	40786
4-4105	CENTERFLOW	C214	ACFX	40787
4-4105	CENTERFLOW	C214	ACFX	40788
4-4105	CENTERFLOW	C214	ACFX	40789
4-4105	CENTERFLOW	C214	ACFX	40790
4-4105	CENTERFLOW	C214	ACFX	40791
4-4105	CENTERFLOW	C214	ACFX	40792
4-4105	CENTERFLOW	C214	ACFX	40793
4-4105	CENTERFLOW	C214	ACFX	40794
4-4105	CENTERFLOW	C214	ACFX	40795
4-4105	CENTERFLOW	C214	ACFX	40796
4-4105	CENTERFLOW	C214	ACFX	40797
4-4105	CENTERFLOW	C214	ACFX	40798
4-4105	CENTERFLOW	C214	ACFX	40799
4-4105	CENTERFLOW	C214	ACFX	40800
4-4105	CENTERFLOW	C214	ACFX	40801
4-4105	CENTERFLOW	C214	ACFX	40802
4-4105	CENTERFLOW	C214	ACFX	40803
4-4105	CENTERFLOW	C214	ACFX	40804
4-4105	CENTERFLOW	C214	ACFX	40805
4-4105	CENTERFLOW	C214	ACFX	40806
4-4105	CENTERFLOW	C214	ACFX	40807
4-4105	CENTERFLOW	C214	ACFX	40808
4-4105	CENTERFLOW	C214	ACFX	40809
4-4105	CENTERFLOW	C214	ACFX	40810
4-4105	CENTERFLOW	C214	ACFX	40811
4-4105	CENTERFLOW	C214	ACFX	40812
4-4105	CENTERFLOW	C214	ACFX	40813
4-4105	CENTERFLOW	C214	ACFX	40814
4-4105	CENTERFLOW	C214	ACFX	40815
4-4105	CENTERFLOW	C214	ACFX	40816

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4105	CENTERFLOW	C214	ACFX	40817
4-4105	CENTERFLOW	C214	ACFX	40818
4-4105	CENTERFLOW	C214	ACFX	40819
4-4105	CENTERFLOW	C214	ACFX	40820
4-4105	CENTERFLOW	C214	ACFX	40821
4-4105	CENTERFLOW	C214	ACFX	40822
4-4105	CENTERFLOW	C214	ACFX	40823
4-4105	CENTERFLOW	C214	ACFX	40824
4-4105	CENTERFLOW	C214	ACFX	40825
4-4105	CENTERFLOW	C214	ACFX	40826
4-4105	CENTERFLOW	C214	ACFX	40827
4-4105	CENTERFLOW	C214	ACFX	40828
4-4105	CENTERFLOW	C214	ACFX	40829
4-4105	CENTERFLOW	C214	ACFX	40830
4-4105	CENTERFLOW	C214	ACFX	40831
4-4105	CENTERFLOW	C214	ACFX	40832
4-4105	CENTERFLOW	C214	ACFX	40833
4-4105	CENTERFLOW	C214	ACFX	40834
4-4105	CENTERFLOW	C214	ACFX	40835
4-4105	CENTERFLOW	C214	ACFX	40836
4-4105	CENTERFLOW	C214	ACFX	40837
4-4105	CENTERFLOW	C214	ACFX	40838
4-4105	CENTERFLOW	C214	ACFX	40839
4-4105	CENTERFLOW	C214	ACFX	40840
4-4105	CENTERFLOW	C214	ACFX	40841
4-4105	CENTERFLOW	C214	ACFX	40842
4-4105	CENTERFLOW	C214	ACFX	40843
4-4105	CENTERFLOW	C214	ACFX	40844
4-4105	CENTERFLOW	C214	ACFX	40845
4-4105	CENTERFLOW	C214	ACFX	40846
4-4105	CENTERFLOW	C214	ACFX	40847
4-4105	CENTERFLOW	C214	ACFX	40848
4-4105	CENTERFLOW	C214	ACFX	40849
4-4105	CENTERFLOW	C214	ACFX	40850
3-4017	PRESSUREAIDE	C614	S00	101000
3-4017	PRESSUREAIDE	C614	S00	101001
3-4017	PRESSUREAIDE	C614	S00	101002
3-4017	PRESSUREAIDE	C614	S00	101003
3-4017	PRESSUREAIDE	C614	S00	101004
3-4017	PRESSUREAIDE	C614	S00	101005
3-4017	PRESSUREAIDE	C614	S00	101006
3-4017	PRESSUREAIDE	C614	S00	101007
3-4017	PRESSUREAIDE	C614	S00	101008
3-4017	PRESSUREAIDE	C614	S00	101009
3-4017	PRESSUREAIDE	C614	S00	101010
3-4017	PRESSUREAIDE	C614	S00	101011
3-4017	PRESSUREAIDE	C614	S00	101012
3-4017	PRESSUREAIDE	C614	S00	101013
3-4017	PRESSUREAIDE	C614	S00	101014
3-4017	PRESSUREAIDE	C614	S00	101015
3-4017	PRESSUREAIDE	C614	S00	101016
3-4017	PRESSUREAIDE	C614	S00	101017

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-4017	PRESSUREAIDE	C614	S00	101018
3-4017	PRESSUREAIDE	C614	S00	101019
3-4017	PRESSUREAIDE	C614	S00	101020
3-4017	PRESSUREAIDE	C614	S00	101021
3-4017	PRESSUREAIDE	C614	S00	101022
3-4017	PRESSUREAIDE	C614	S00	101023
3-4017	PRESSUREAIDE	C614	S00	101024
3-4017	PRESSUREAIDE	C614	S00	101025
3-4017	PRESSUREAIDE	C614	S00	101026
3-4017	PRESSUREAIDE	C614	S00	101027
3-4017	PRESSUREAIDE	C614	S00	101028
3-4017	PRESSUREAIDE	C614	S00	101029
3-4017	PRESSUREAIDE	C614	S00	101030
3-4017	PRESSUREAIDE	C614	S00	101031
3-4017	PRESSUREAIDE	C614	S00	101032
3-4017	PRESSUREAIDE	C614	S00	101033
3-4017	PRESSUREAIDE	C614	S00	101034
3-4017	PRESSUREAIDE	C614	S00	101035
3-4017	PRESSUREAIDE	C614	S00	101036
3-4017	PRESSUREAIDE	C614	S00	101037
3-4017	PRESSUREAIDE	C614	S00	101038
3-4017	PRESSUREAIDE	C614	S00	101039
3-4017	PRESSUREAIDE	C614	S00	101040
3-4017	PRESSUREAIDE	C614	S00	101041
3-4017	PRESSUREAIDE	C614	S00	101042
3-4017	PRESSUREAIDE	C614	S00	101043
3-4017	PRESSUREAIDE	C614	S00	101044
3-4017	PRESSUREAIDE	C614	S00	101045
3-4017	PRESSUREAIDE	C614	S00	101046
3-4017	PRESSUREAIDE	C614	S00	101047
3-4017	PRESSUREAIDE	C614	S00	101048
3-4017	PRESSUREAIDE	C614	S00	101049
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40731
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40732
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40733
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40734
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40735
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40736
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40737
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40738
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40739
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40740
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40741
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40742
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40743
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40744
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40745
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40746
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40747
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40748
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40749
C-6874 RIDER #163	CENTERFLOW	C614	ACFX	40750

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
C-6874 RIDER #162	TANK	T107	ACFX	71394
C-6874 RIDER #162	TANK	T107	ACFX	71395
C-6874 RIDER #162	TANK	T107	ACFX	71396
C-6874 RIDER #162	TANK	T107	ACFX	71402
C-6874 RIDER #162	TANK	T107	ACFX	71403
C-6874 RIDER #162	TANK	T107	ACFX	71404
C-6874 RIDER #162	TANK	T107	ACFX	71405
C-6874 RIDER #162	TANK	T107	ACFX	71406
C-6874 RIDER #162	TANK	T107	ACFX	71407
C-6874 RIDER #162	TANK	T107	ACFX	71408
C-6874 RIDER #162	TANK	T107	ACFX	71409
C-6874 RIDER #162	TANK	T107	ACFX	71410
C-6874 RIDER #162	TANK	T107	ACFX	71411
C-6874 RIDER #162	TANK	T107	ACFX	71412
C-6874 RIDER #162	TANK	T107	ACFX	71413
C-6874 RIDER #162	TANK	T107	ACFX	71414
C-6874 RIDER #162	TANK	T107	ACFX	71415
C-6874 RIDER #162	TANK	T107	ACFX	71416
C-6874 RIDER #162	TANK	T107	ACFX	71417
C-6874 RIDER #162	TANK	T107	ACFX	71418
C-6874 RIDER #162	TANK	T107	ACFX	71419
C-6874 RIDER #162	TANK	T107	ACFX	71420
C-6874 RIDER #162	TANK	T107	ACFX	71421
C-6874 RIDER #162	TANK	T107	ACFX	71422
C-6874 RIDER #162	TANK	T107	ACFX	71423
C-6874 RIDER #162	TANK	T107	ACFX	71424
C-6874 RIDER #162	TANK	T107	ACFX	71425
C-6874 RIDER #162	TANK	T107	ACFX	71426
C-6874 RIDER #162	TANK	T107	ACFX	71427
C-6874 RIDER #162	TANK	T107	ACFX	71428
C-6874 RIDER #162	TANK	T107	ACFX	71429
C-6874 RIDER #162	TANK	T107	ACFX	71430
C-6874 RIDER #162	TANK	T107	ACFX	71431
C-6874 RIDER #162	TANK	T107	ACFX	71432
C-6874 RIDER #162	TANK	T107	ACFX	71433
C-6874 RIDER #162	TANK	T107	ACFX	71434
C-6874 RIDER #162	TANK	T107	ACFX	71435
C-6874 RIDER #162	TANK	T107	ACFX	71436
C-6874 RIDER #162	TANK	T107	ACFX	71437
C-6874 RIDER #162	TANK	T107	ACFX	71438
4-4086	PRESSUREAIDE	C614	ACFX	51302
4-4086	PRESSUREAIDE	C614	ACFX	51303
4-4086	PRESSUREAIDE	C614	ACFX	51304
4-4086	PRESSUREAIDE	C614	ACFX	51305
5-4115	PRESSUREAIDE	C614	ACFX	51306
5-4008	PRESSUREAIDE	C614	ACFX	51321
5-4008	PRESSUREAIDE	C614	ACFX	51322
5-4008	PRESSUREAIDE	C614	ACFX	51323
5-4096	PRESSUREAIDE	C614	ACFX	51343
5-4096	PRESSUREAIDE	C614	ACFX	51344
5-4096	PRESSUREAIDE	C614	ACFX	51345
5-4096	PRESSUREAIDE	C614	ACFX	51346

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
5-4096	PRESSUREAIDE	C614	ACFX	51347
5-4096	PRESSUREAIDE	C614	ACFX	51348
5-4096	PRESSUREAIDE	C614	ACFX	51349
5-4096	PRESSUREAIDE	C614	ACFX	51350
5-4096	PRESSUREAIDE	C614	ACFX	51351
5-4096	PRESSUREAIDE	C614	ACFX	51352
5-4118	PRESSUREAIDE	C614	ACFX	51363
5-4118	PRESSUREAIDE	C614	ACFX	51364
5-4118	PRESSUREAIDE	C614	ACFX	51365
5-4118	PRESSUREAIDE	C614	ACFX	51366
5-4118	PRESSUREAIDE	C614	ACFX	51367
5-4118	PRESSUREAIDE	C614	ACFX	51368
5-4118	PRESSUREAIDE	C614	ACFX	51369
5-4118	PRESSUREAIDE	C614	ACFX	51370
5-4118	PRESSUREAIDE	C614	ACFX	51371
5-4118	PRESSUREAIDE	C614	ACFX	51372
5-4210	PRESSUREAIDE	C614	ACFX	51405
5-4210	PRESSUREAIDE	C614	ACFX	51407
5-4210	PRESSUREAIDE	C614	ACFX	51415
5-4210	PRESSUREAIDE	C614	ACFX	51420
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51324
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51325
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51326
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51327
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51328
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51329
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51330
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51331
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51332
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51333
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51334
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51335
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51336
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51337
3-9675 RIDER #95	PRESSUREAIDE	C614	ACFX	51338
C-4273	PRESSUREAIDE	C614	ACFX	51339
C-4273	PRESSUREAIDE	C614	ACFX	51340
C-4273	PRESSUREAIDE	C614	ACFX	51341
2-4110	PRESSUREAIDE	C614	ACFX	51353
2-4110	PRESSUREAIDE	C614	ACFX	51354
2-4110	PRESSUREAIDE	C614	ACFX	51355
2-4110	PRESSUREAIDE	C614	ACFX	51356
2-4110	PRESSUREAIDE	C614	ACFX	51357
2-4110	PRESSUREAIDE	C614	ACFX	51358
2-4110	PRESSUREAIDE	C614	ACFX	51359
2-4110	PRESSUREAIDE	C614	ACFX	51360
2-4110	PRESSUREAIDE	C614	ACFX	51361
2-4110	PRESSUREAIDE	C614	ACFX	51362
5-4173	PRESSUREAIDE	C614	ACFX	51374
C-4175	PRESSUREAIDE	C614	ACFX	51375
C-4175	PRESSUREAIDE	C614	ACFX	51376
C-4175	PRESSUREAIDE	C614	ACFX	51377

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
C-4175	PRESSUREAIDE	C614	ACFX	51378
C-4175	PRESSUREAIDE	C614	ACFX	51379
C-4175	PRESSUREAIDE	C614	ACFX	51380
C-4175	PRESSUREAIDE	C614	ACFX	51381
C-4175	PRESSUREAIDE	C614	ACFX	51382
C-4175	PRESSUREAIDE	C614	ACFX	51383
C-4175	PRESSUREAIDE	C614	ACFX	51384
3-4180	PRESSUREAIDE	C614	ACFX	51385
3-4180	PRESSUREAIDE	C614	ACFX	51386
3-4180	PRESSUREAIDE	C614	ACFX	51387
3-4180	PRESSUREAIDE	C614	ACFX	51388
3-4180	PRESSUREAIDE	C614	ACFX	51389
3-4180	PRESSUREAIDE	C614	ACFX	51390
3-4180	PRESSUREAIDE	C614	ACFX	51391
C-4022	TANK	T104	ACFX	71463
C-4022	TANK	T104	ACFX	71464
C-4022	TANK	T104	ACFX	71465
C-4022	TANK	T104	ACFX	71466
C-4022	TANK	T104	ACFX	71467
C-4022	TANK	T104	ACFX	71468
C-4022	TANK	T104	ACFX	71469
C-4022	TANK	T104	ACFX	71470
C-4022	TANK	T104	ACFX	71471
C-4022	TANK	T104	ACFX	71472
C-4022	TANK	T104	ACFX	71473
C-4022	TANK	T104	ACFX	71474
C-4022	TANK	T104	ACFX	71475
C-4022	TANK	T104	ACFX	71476
C-4022	TANK	T104	ACFX	71477
5-4020	TANK	T105	ACFX	71439
5-4020	TANK	T105	ACFX	71445
5-4020	TANK	T105	ACFX	71451
5-4020	TANK	T105	ACFX	71452
5-4020	TANK	T105	ACFX	71453
5-4020	TANK	T105	ACFX	71454
5-4020	TANK	T105	ACFX	71455
5-4020	TANK	T105	ACFX	71456
5-4020	TANK	T105	ACFX	71458
5-4020	TANK	T105	ACFX	71459
5-4020	TANK	T105	ACFX	71460
5-4020	TANK	T105	ACFX	71461
5-4020	TANK	T105	ACFX	71462
5-4078	TANK	T106	ACFX	71536
5-4078	TANK	T106	ACFX	71537
5-4078	TANK	T106	ACFX	71538
5-4078	TANK	T106	ACFX	71539
5-4078	TANK	T106	ACFX	71540
3-9966 RIDER #121	TANK	T105	ACFX	71561
3-9966 RIDER #121	TANK	T105	ACFX	71562
3-9966 RIDER #121	TANK	T105	ACFX	71566
3-9966 RIDER #121	TANK	T105	ACFX	71567
3-9966 RIDER #121	TANK	T105	ACFX	71568

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-9966 RIDER #121	TANK	T105	ACFX	71569
3-9966 RIDER #121	TANK	T105	ACFX	71570
2-2753 RIDER #107	TANK	T106	ACFX	71328
2-2753 RIDER #107	TANK	T106	ACFX	71329
2-2753 RIDER #107	TANK	T106	ACFX	71330
2-2753 RIDER #107	TANK	T106	ACFX	71331
2-2753 RIDER #107	TANK	T106	ACFX	71478
2-2753 RIDER #107	TANK	T106	ACFX	71479
2-2753 RIDER #107	TANK	T106	ACFX	71480
2-2753 RIDER #107	TANK	T106	ACFX	71481
3-4065	TANK	T108	ACFX	71496
3-4065	TANK	T108	ACFX	71497
3-4065	TANK	T108	ACFX	71498
3-4065	TANK	T108	ACFX	71499
3-4065	TANK	T108	ACFX	71500
3-4065	TANK	T108	ACFX	71501
3-4065	TANK	T108	ACFX	71502
3-4065	TANK	T108	ACFX	71503
3-4065	TANK	T108	ACFX	71504
3-4065	TANK	T108	ACFX	71505
3-4065	TANK	T108	ACFX	71506
3-4065	TANK	T108	ACFX	71507
3-4065	TANK	T108	ACFX	71508
3-4065	TANK	T108	ACFX	71509
3-4065	TANK	T108	ACFX	71510
3-4065	TANK	T108	ACFX	71511
3-4065	TANK	T108	ACFX	71512
3-4065	TANK	T108	ACFX	71513
3-4065	TANK	T108	ACFX	71514
3-4065	TANK	T108	ACFX	71515
3-4065	TANK	T108	ACFX	71516
3-4065	TANK	T108	ACFX	71517
3-4065	TANK	T108	ACFX	71518
3-4065	TANK	T108	ACFX	71519
3-4065	TANK	T108	ACFX	71520
3-4065	TANK	T108	ACFX	71521
3-4065	TANK	T108	ACFX	71522
3-4065	TANK	T108	ACFX	71523
3-4065	TANK	T108	ACFX	71524
3-4065	TANK	T108	ACFX	71525
4-3304 RIDER #95	TANK	T108	ACFX	71650
4-3304 RIDER #95	TANK	T108	ACFX	71651
4-3304 RIDER #95	TANK	T108	ACFX	71652
4-3304 RIDER #95	TANK	T108	ACFX	71653
4-3304 RIDER #95	TANK	T108	ACFX	71654
4-3304 RIDER #95	TANK	T108	ACFX	71655
4-3304 RIDER #95	TANK	T108	ACFX	71656
4-3304 RIDER #95	TANK	T108	ACFX	71657
4-3304 RIDER #95	TANK	T108	ACFX	71658
4-3304 RIDER #95	TANK	T108	ACFX	71659
4-3304 RIDER #96	TANK	T108	ACFX	71660
4-3304 RIDER #96	TANK	T108	ACFX	71661

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-3304 RIDER #96	TANK	T108	ACFX	71662
4-3304 RIDER #96	TANK	T108	ACFX	71663
4-3304 RIDER #96	TANK	T108	ACFX	71664
4-3304 RIDER #96	TANK	T108	ACFX	71665
4-3304 RIDER #96	TANK	T108	ACFX	71666
4-3304 RIDER #96	TANK	T108	ACFX	71667
4-3304 RIDER #96	TANK	T108	ACFX	71668
4-3304 RIDER #96	TANK	T108	ACFX	71669
2-4074	TANK	T469	ACFX	71526
2-4074	TANK	T469	ACFX	71527
2-4074	TANK	T469	ACFX	71528
2-4074	TANK	T469	ACFX	71529
2-4074	TANK	T469	ACFX	71530
2-4074	TANK	T469	ACFX	71531
2-4074	TANK	T469	ACFX	71532
2-4074	TANK	T469	ACFX	71533
2-4074	TANK	T469	ACFX	71534
2-4074	TANK	T469	ACFX	71535