WILMER, CUTLER & PICKERING
2445 M STREET, N. W.
WASHINGTON, D. C. 20037-1420

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TELCPY: 839-3537
CABLE ADDRESS: WICRING LONDON

15466

January 13, 1988

JAN 1 1 1988

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

On behalf of General Electric Railcar Services Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, one executed counterpart and three certified true counterparts of a primary document, not previously recorded, entitled Security Agreement executed January 8, 1988.

New number

The parties to the enclosed document are:

No. 8-013A027

General Electric Railcar Services Corporation - JAN 13 1988
Secured Party
33 West Monroe Street
Chicago, Illinois 60603

Fee $ 10.00

ICC Washington, D. C

PLM Railcar Management Services, Inc. - Debtor
McCormick Building, Suite 1728
332 South Michigan Avenue
Chicago, Illinois 60604

Counterpart — Donnell Nelson

The aforesaid document, among other things, grants a security interest in certain designated rolling stock as collateral for a loan.

The equipment covered by the document is listed in Attachment A hereto.

A short summary of the document to appear in the ICC Index is as follows:

"Covers RTMX and NATX cars"

Enclosed is a check in the amount of ten dollars ($10) in payment of the filing fee.

JAN 13 1 36 PM '88
MOTOR CARRIER UNIT

Once the filing has been made, please return to bearer the stamped counterparts of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the extra copies of this letter of transmittal.

Very truly yours,

Allen H. Harrison, Jr.
Attorney for General Electric
Railcar Services Corporation
for the purpose of this filing

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

Enclosures

AHH/iw

BY HAND

Lessee Number	Lessee Name	Lease Rider#	Car Number	Lease Rate	Lease End	Date Built	Capacity	DOT	Mileage Rate	Light Weight	Sequence
009	SUBURBAN PROPANE GAS CORP	001	RTMX004100	350.00	05/31/88	74/01	33,523	112J340W	.621	102,600	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004101	350.00	05/31/88	74/01	33,507	112J340W	.621	102,900	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004102	350.00	05/31/88	74/01	33,552	112J340W	.621	103,400	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004103	350.00	05/31/88	74/01	33,504	112J340W	.621	102,500	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004104	350.00	05/31/88	74/01	33,563	112J340W	.621	101,200	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004105	350.00	05/31/88	74/01	33,565	112J340W	.621	103,100	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004106	350.00	05/31/88	74/01	33,559	112J340W	.621	102,700	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004107	350.00	05/31/88	74/01	33,448	112J340W	.615	101,500	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004108	350.00	05/31/88	74/01	33,457	112J340W	.621	101,800	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004109	350.00	05/31/88	74/01	33,607	112J340W	.621	103,200	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004110	350.00	05/31/88	74/01	33,590	112J340W	.621	102,200	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004111	350.00	05/31/88	74/01	33,562	112J340W	.621	104,700	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004112	350.00	05/31/88	74/01	33,546	112J340W	.621	102,100	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004113	350.00	05/31/88	74/01	33,572	112J340W	.621	102,900	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004114	350.00	05/31/88	74/01	33,542	112J340W	.621	103,100	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004115	350.00	05/31/88	74/01	33,564	112J340W	.621	104,000	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004116	350.00	05/31/88	74/01	33,331	112J340W	.621	102,100	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004117	350.00	05/31/88	74/01	33,533	112J340W	.621	102,800	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004118	350.00	05/31/88	74/01	33,566	112J340W	.621	102,200	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004119	350.00	05/31/88	74/01	33,528	112J340W	.621	103,300	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004120	350.00	05/31/88	74/01	33,547	112J340W	.595	102,700	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004121	350.00	05/31/88	74/01	33,516	112J340W	.621	103,300	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004122	350.00	05/31/88	74/01	33,508	112J340W	.621	102,100	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004123	350.00	05/31/88	74/01	33,511	112J340W	.621	101,800	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004124	350.00	05/31/88	74/01	33,579	112J340W	.621	103,200	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004125	350.00	05/31/88	74/01	33,556	112J340W	.621	103,300	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004126	350.00	05/31/88	74/01	33,535	112J340W	.621	102,500	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004127	350.00	05/31/88	74/01	33,560	112J340W	.621	102,700	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004128	350.00	05/31/88	74/01	33,595	112J340W	.621	103,100	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004129	350.00	05/31/88	74/01	33,561	112J340W	.621	102,800	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004130	350.00	05/31/88	74/01	33,545	112J340W	.621	102,800	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004131	350.00	05/31/88	74/01	33,548	112J340W	.621	102,800	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004132	350.00	05/31/88	74/01	33,516	112J340W	.621	103,300	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004133	350.00	05/31/88	74/01	33,584	112J340W	.621	102,900	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004134	350.00	05/31/88	74/01	33,621	112J340W	.621	102,200	3

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Lessee Number	Lessee Name	Lease Rider#	Car Number	Lease Rate	Lease End	Date Built	Capacity	DOT	Mileage Rate	Light Weight	Sequence
052	TERRA CHEMICALS INT'L INC	003	RTMX003898	576.32	02/28/89	77/09	34,073	105S300W	.654	99.700	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003899	576.32	02/28/89	77/09	33,993	105S300W	.641	99.800	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003900	576.32	02/28/89	77/07	34,011	105S300W	.654	99.500	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003901	576.32	02/28/89	77/07	34,049	105J300W	.709	99.500	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003902	576.32	02/28/89	77/07	34,056	105S300W	.654	99.500	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003903	576.32	02/28/89	77/07	34,047	105S300W	.654	99.800	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003904	576.32	02/28/89	77/07	34,055	105S300W	.654	99.500	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003905	576.32	02/28/89	77/08	34,010	105S300W	.654	99.700	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003906	576.32	02/28/89	77/07	34,109	105S300W	.654	99.400	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003907	576.32	02/28/89	77/07	33,965	105S300W	.654	99.600	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003908	576.32	02/28/89	77/07	34,079	105S300W	.641	99.800	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003909	576.32	02/28/89	77/08	34,052	105S300W	.654	99.800	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003910	576.32	02/28/89	77/07	34,016	105J300W	.641	99.600	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003911	576.32	02/28/89	77/08	34,028	105S300W	.641	99.700	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003912	576.32	02/28/89	77/08	34,046	105S300W	.654	99.300	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003913	576.32	02/28/89	77/08	34,039	105S300W	.654	100.000	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003914	576.32	02/28/89	77/08	34,010	105S300W	.641	99.100	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003915	576.32	02/28/89	77/08	34,029	105S300W	.654	100.300	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003916	576.32	02/28/89	77/08	34,080	105S300W	.654	99.900	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003917	576.32	02/28/89	77/08	34,079	105J300W	.733	99.600	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003918	576.32	02/28/89	77/08	34,041	105S300W	.654	99.100	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003919	576.32	02/28/89	77/08	34,011	105S300W	.641	100.000	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003920	576.32	02/28/89	77/08	34,003	105S300W	.641	99.000	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003921	576.32	02/28/89	77/08	34,075	105S300W	.654	100.000	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003922	576.32	02/28/89	77/08	34,041	105S300W	.654	99.000	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003923	576.32	02/28/89	77/08	34,077	105S300W	.641	99.600	3
054	ICI AMERICAS	001	RTMX020448	638.00	10/31/89	82/01	33,639	105J400W	.715	111.700	3
054	ICI AMERICAS	001	RTMX020457	638.00	10/31/89	82/01	33,544	105J400W	.715	111.900	3
054	ICI AMERICAS	001	RTMX020458	638.00	10/31/89	82/01	33,578	105J400W	.715	112.300	3
054	ICI AMERICAS	001	RTMX020459	638.00	10/31/89	82/01	33,698	105J400W	.715	111.200	3

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Lessee Number	Lessee Name	Lease Rider#	Car Number	Lease Rate	Lease End	Date Built	Capacity	DOT	Mileage Rate	Light Weight	Sequence
070	W R GRACE & COMPANY	001	RTMX003735	566.32	03/02/89	77/07	34,030	105S300W	.641	99,200	3
070	W R GRACE & COMPANY	001	RTMX003736	566.32	03/02/89	77/06	33,998	105S300W	.654	99,200	3
070	W R GRACE & COMPANY	001	RTMX003737	566.32	03/02/89	77/07	34,000	105S300W	.654	100,000	3
070	W R GRACE & COMPANY	001	RTMX003738	566.32	03/02/89	77/06	33,962	105S300W	.654	99,700	3
070	W R GRACE & COMPANY	001	RTMX003739	566.32	03/02/89	77/07	33,996	105A300W	.641	97,800	3
070	W R GRACE & COMPANY	001	RTMX003740	566.32	03/02/89	77/06	34,003	105S300W	.654	97,600	3
070	W R GRACE & COMPANY	001	RTMX003741	566.32	03/02/89	77/07	34,023	105S300W	.654	99,800	3
070	W R GRACE & COMPANY	001	RTMX003742	566.32	03/02/89	77/07	34,031	105S300W	.654	99,500	3
070	W R GRACE & COMPANY	001	RTMX003743	566.32	03/02/89	77/07	33,968	105S300W	.654	99,700	3
070	W R GRACE & COMPANY	001	RTMX003744	566.32	03/02/89	77/07	34,076	105S300W	.654	99,600	3
070	W R GRACE & COMPANY	001	RTMX003745	566.32	03/02/89	77/07	33,997	105S300W	.654	99,800	3
070	W R GRACE & COMPANY	001	RTMX003746	566.32	03/02/89	77/07	34,043	105S300W	.641	100,200	3
070	W R GRACE & COMPANY	001	RTMX003747	566.32	03/02/89	77/07	34,019	105S300W	.641	99,900	3
070	W R GRACE & COMPANY	001	RTMX003748	566.32	03/02/89	77/07	34,021	105S300W	.654	99,400	3
070	W R GRACE & COMPANY	001	RTMX003749	566.32	03/02/89	77/07	34,081	105S300W	.654	99,600	3
070	W R GRACE & COMPANY	001	RTMX003750	566.32	03/02/89	77/07	34,010	105S300W	.654	99,500	3
070	W R GRACE & COMPANY	001	RTMX003751	566.32	03/02/89	77/07	34,051	105S300W	.641	99,500	3
070	W R GRACE & COMPANY	001	RTMX003752	566.32	03/02/89	77/07	33,978	105S300W	.654	99,400	3
070	W R GRACE & COMPANY	001	RTMX003753	566.32	03/02/89	77/06	34,035	105S300W	.654	99,300	3
070	W R GRACE & COMPANY	001	RTMX003754	566.32	03/02/89	77/07	34,017	105S300W	.654	99,200	3
070	W R GRACE & COMPANY	001	RTMX003755	566.32	03/02/89	77/07	34,033	105S300W	.641	99,500	3
070	W R GRACE & COMPANY	001	RTMX003756	566.32	03/02/89	77/07	34,020	105S300W	.654	99,600	3
070	W R GRACE & COMPANY	001	RTMX003757	566.32	03/02/89	77/07	33,990	105S300W	.641	99,200	3
070	W R GRACE & COMPANY	001	RTMX003758	566.32	03/02/89	77/07	33,992	105S300W	.654	100,500	3
070	W R GRACE & COMPANY	001	RTMX003759	566.32	03/02/89	77/07	34,012	105S300W	.654	99,800	3
070	W R GRACE & COMPANY	001	RTMX003760	566.32	03/02/89	77/07	33,987	105S300W	.654	99,400	3
070	W R GRACE & COMPANY	001	RTMX003761	566.32	03/02/89	77/07	33,978	105S300W	.654	99,700	3
070	W R GRACE & COMPANY	001	RTMX003762	566.32	03/02/89	77/07	34,074	105S300W	.654	99,600	3
070	W R GRACE & COMPANY	001	RTMX003763	566.32	03/02/89	77/08	34,093	105S300W	.654	99,700	3
070	W R GRACE & COMPANY	001	RTMX003764	566.32	03/02/89	77/08	33,985	105A300W	.641	99,300	3
070	W R GRACE & COMPANY	001	RTMX003765	566.32	03/02/89	77/08	34,022	105S300W	.641	100,000	3
070	W R GRACE & COMPANY	001	RTMX003766	566.32	03/02/89	77/07	34,019	105S300W	.654	99,400	3

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Lessee Number	Lessee Name	Lease Rider#	Car Number	Lease Rate	Lease End	Date Built	Capacity	DOT	Mileage Rate	Light Weight	Sequence
070	W R GRACE & COMPANY	001	RTMX003767	566.32	03/02/89	77/07	34,048	105S300W	.654	99,100	3
070	W R GRACE & COMPANY	001	RTMX003768	566.32	03/02/89	77/08	34,038	105S300W	.641	99,700	3
070	W R GRACE & COMPANY	001	RTMX003769	566.32	03/02/89	77/07	34,025	105S300W	.654	100,000	3
070	W R GRACE & COMPANY	001	RTMX003770	566.32	03/02/89	77/07	34,023	105S300W	.654	99,400	3
070	W R GRACE & COMPANY	001	RTMX003771	566.32	03/02/89	77/07	34,020	105S300W	.641	99,300	3
070	W R GRACE & COMPANY	001	RTMX003772	566.32	03/02/89	77/08	34,019	105S300W	.641	99,900	3
070	W R GRACE & COMPANY	001	RTMX003773	566.32	03/02/89	77/07	34,042	105S300W	.654	100,000	3
070	W R GRACE & COMPANY	001	RTMX003774	566.32	03/02/89	77/07	34,057	105S300W	.654	99,700	3
070	W R GRACE & COMPANY	001	RTMX003775	566.32	03/02/89	77/07	34,011	105S300W	.654	99,200	3
070	W R GRACE & COMPANY	001	RTMX003776	566.32	03/02/89	77/07	34,030	105S300W	.654	99,500	3
070	W R GRACE & COMPANY	001	RTMX003777	566.32	03/02/89	77/07	34,003	105J300W	.654	99,700	3
070	W R GRACE & COMPANY	001	RTMX003778	566.32	03/02/89	77/08	34,068	105S300W	.654	99,500	3
070	W R GRACE & COMPANY	001	RTMX003779	566.32	03/02/89	77/07	34,006	105S300W	.654	99,400	3
070	W R GRACE & COMPANY	001	RTMX003780	566.32	03/02/89	77/07	33,999	105S300W	.654	99,300	3
070	W R GRACE & COMPANY	001	RTMX003781	566.32	03/02/89	77/07	34,032	105S300W	.654	100,000	3
070	W R GRACE & COMPANY	001	RTMX003782	566.32	03/02/89	77/07	34,009	105S300W	.654	99,600	3
070	W R GRACE & COMPANY	001	RTMX003783	566.32	03/02/89	77/07	34,057	105S300W	.654	100,200	3
070	W R GRACE & COMPANY	001	RTMX003784	566.32	03/02/89	77/07	34,014	105S300W	.654	99,000	3
070	W R GRACE & COMPANY	001	RTMX003785	566.32	03/02/89	77/07	34,027	105S300W	.654	99,500	3
070	W R GRACE & COMPANY	001	RTMX003786	566.32	03/02/89	77/07	34,048	105S300W	.641	99,500	3
070	W R GRACE & COMPANY	001	RTMX003787	566.32	03/02/89	77/08	33,978	105S300W	.654	99,400	3
070	W R GRACE & COMPANY	001	RTMX003788	566.32	03/02/89	77/08	34,027	105S300W	.654	99,500	3
070	W R GRACE & COMPANY	001	RTMX003789	566.32	03/02/89	77/07	34,074	105S300W	.654	99,200	3
070	W R GRACE & COMPANY	001	RTMX003790	566.32	03/02/89	77/07	34,032	105S300W	.641	99,600	3
070	W R GRACE & COMPANY	001	RTMX003791	566.32	03/02/89	77/07	33,956	105S300W	.641	100,400	3
070	W R GRACE & COMPANY	001	RTMX003792	566.32	03/02/89	77/07	34,006	105S300W	.654	99,300	3
070	W R GRACE & COMPANY	001	RTMX003793	566.32	03/02/89	77/07	34,025	105S300W	.641	99,100	3
070	W R GRACE & COMPANY	001	RTMX003794	566.32	03/02/89	77/07	33,993	105S300W	.654	99,000	3
070	W R GRACE & COMPANY	001	RTMX003795	566.32	03/02/89	77/07	33,949	105S300W	.641	99,200	3
070	W R GRACE & COMPANY	001	RTMX003796	566.32	03/02/89	77/07	34,016	105S300W	.654	99,200	3
070	W R GRACE & COMPANY	001	RTMX003797	566.32	03/02/89	77/08	33,988	105S300W	.654	99,700	3
070	W R GRACE & COMPANY	001	RTMX003798	566.32	03/02/89	77/07	34,081	105S300W	.654	101,400	3
070	W R GRACE & COMPANY	001	RTMX003799	566.32	03/02/89	77/08	34,007	105S300W	.654	98,400	3
076	BP CHEMICALS AMERICAS INC.	001	RTMX004558	565.00	05/02/89	78/04	33,950	105J300W	.738	99,800	3
154	EXXON CHEMICAL AMERICAS	002	RTMX003805	540.00	03/31/85	76/06	33,484	105A400W	.673	112,000	3
154	EXXON CHEMICAL AMERICAS	002	RTMX003836	540.00	03/31/85	76/07	33,480	105A400W	.673	113,200	3
154	EXXON CHEMICAL AMERICAS	004	RTMX003848	556.32	07/31/86	76/08	33,506	105A400W	.673	112,200	3
156	EXXON CHEMICAL AMERICAS	002	RTMX003801	475.00	09/29/86	76/07	33,487	105A400W	.673	112,500	3
156	EXXON CHEMICAL AMERICAS	002	RTMX003802	475.00	09/29/86	76/06	33,487	105A400W	.673	112,200	3
156	EXXON CHEMICAL AMERICAS	002	RTMX003833	475.00	09/29/86	76/07	33,505	105A400W	.673	112,800	3
156	EXXON CHEMICAL AMERICAS	004	RTMX003866	556.32	07/31/86	76/09	33,587	105A400W	.673	111,100	3
156	EXXON CHEMICAL AMERICAS	045	RTMX004203	475.00	12/01/88	74/01	33,557	112J400W	.634	110,600	3
156	EXXON CHEMICAL AMERICAS	045	RTMX004216	475.00	12/01/88	74/01	33,586	112J400W	.634	113,100	3

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Lessee Number	Lessee Name	Lease Rider#	Car Number	Lease Rate	Lease End	Date Built	Capacity	DOT	Mileage Rate	Light Weight	Sequence
156	EXXON CHEMICAL AMERICAS	049	RTMX004544	475.00	03/01/88	78/03	33,940	105S300W	.666	100,300	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004200	475.00	03/01/88	74/01	33,655	112J400W	.634	111,100	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004201	475.00	03/01/88	74/01	33,647	112J400W	.634	111,300	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004204	475.00	03/01/88	74/01	33,538	112J400W	.634	102,100	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004207	475.00	03/01/88	74/01	33,557	112J400W	.634	101,600	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004208	475.00	03/01/88	74/01	33,506	112J400W	.634	113,900	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004210	475.00	03/01/88	74/01	33,602	112J400W	.634	111,000	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004219	475.00	03/01/88	74/01	33,587	112J400W	.634	102,700	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004220	475.00	03/01/88	74/01	33,568	112J400W	.634	111,500	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004221	475.00	03/01/88	74/01	33,604	112J400W	.634	110,500	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004225	475.00	03/01/88	74/01	33,591	112J400W	.634	111,400	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004230	475.00	03/01/88	74/01	33,577	112J400W	.634	112,000	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004231	475.00	03/01/88	74/01	33,583	112J400W	.634	111,700	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004233	475.00	03/01/88	74/01	33,522	112J400W	.634	111,600	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004234	475.00	03/01/88	74/01	33,584	112J400W	.634	102,300	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004242	475.00	03/01/88	74/01	33,586	112J400W	.628	101,800	3
259	LYONDELL PETROCHEMICAL CO	006	RTMX004232	475.00	02/16/88	74/01	33,552	112J400W	.634	113,400	3
259	LYONDELL PETROCHEMICAL CO	006	RTMX004235	475.00	03/03/88	74/01	33,603	112J400W	.634	111,700	3
259	LYONDELL PETROCHEMICAL CO	006	RTMX004236	475.00	02/13/88	74/01	33,604	112J400W	.634	101,400	3
259	LYONDELL PETROCHEMICAL CO	006	RTMX003821	475.00	03/05/88	76/07	33,542	105J400W	.697	110,300	3
259	LYONDELL PETROCHEMICAL CO	006	RTMX003860	475.00	03/03/88	76/09	33,456	105A400W	.673	111,000	3
259	LYONDELL PETROCHEMICAL CO	006	RTMX003867	475.00	02/12/88	76/10	33,587	105J400W	.673	111,100	3
259	LYONDELL PETROCHEMICAL CO	006	RTMX004215	475.00	03/03/88	74/01	33,571	112J400W	.634	112,000	3
259	LYONDELL PETROCHEMICAL CO	006	RTMX004224	475.00	03/06/88	74/01	33,603	112J400W	.634	102,500	3
271	GENERAL ELECTRIC CREDIT	007	RTMX003489	350.00	07/15/87	76/09	33,822	105S300W	.647	100,000	3
271	GENERAL ELECTRIC CREDIT	007	RTMX003519	350.00	07/15/87	76/09	33,764	105S300W	.647	100,800	3
271	GENERAL ELECTRIC CREDIT	007	RTMX003522	350.00	07/15/87	76/08	33,773	105S300W	.647	100,400	3
271	GENERAL ELECTRIC CREDIT	007	RTMX003527	350.00	07/15/87	76/09	33,777	105S300W	.647	101,000	3
271	GENERAL ELECTRIC CREDIT	007	RTMX003971	350.00	07/15/87	77/11	34,043	105S300W	.660	100,000	3
271	GENERAL ELECTRIC CREDIT	007	RTMX004626	350.00	07/15/87	78/03	34,010	105S300W	.666	99,100	3
271	GENERAL ELECTRIC CREDIT	007	RTMX004642	350.00	07/15/87	78/02	33,980	105S300W	.666	98,800	3
271	GENERAL ELECTRIC CREDIT	007	RTMX004650	350.00	07/15/87	78/06	33,970	105S300W	.666	99,500	3

Lessee Number	Lessee Name	Lease Rider#	Car Number	Lease Rate	Lease End	Date Built	Capacity	DOT	Mileage Rate	Light Weight	Sequence
287	CEPEX, INC.	001	RTMX003491	325.00	09/09/88	76/03	33,832	105S300W	.647	99,900	3
287	CEPEX, INC.	001	RTMX003494	325.00	09/10/88	76/08	33,816	105S300W	.641	100,500	3
287	CEPEX, INC.	001	RTMX003496	325.00	09/24/88	76/08	33,865	105S300W	.647	100,300	3
287	CEPEX, INC.	001	RTMX003498	325.00	09/04/88	76/08	33,796	105S300W	.647	100,700	3
287	CEPEX, INC.	001	RTMX003502	325.00	09/12/88	76/08	33,806	105S300W	.647	100,100	3
287	CEPEX, INC.	001	RTMX003510	325.00	09/10/88	76/08	33,818	105S300W	.641	100,000	3
287	CEPEX, INC.	001	RTMX003513	325.00	09/04/88	76/08	33,763	105S300W	.647	101,000	3
287	CEPEX, INC.	001	RTMX003520	325.00	09/19/88	76/08	33,794	105S300W	.647	99,900	3
287	CEPEX, INC.	001	RTMX003530	325.00	09/03/88	76/08	33,800	105S300W	.647	100,700	3
287	CEPEX, INC.	001	RTMX003531	325.00	11/03/88	76/08	33,777	105S300W	.647	99,900	3
287	CEPEX, INC.	001	RTMX003534	325.00	10/30/88	76/08	33,738	105S300W	.647	100,100	3
287	CEPEX, INC.	001	RTMX003934	325.00	10/30/88	77/08	33,947	105S300W	.654	99,500	3
287	CEPEX, INC.	001	RTMX003937	325.00	11/03/88	77/08	34,034	105S300W	.654	99,900	3
287	CEPEX, INC.	001	RTMX003970	325.00	09/11/88	77/10	34,032	105S300W	.660	100,000	3
287	CEPEX, INC.	001	RTMX003975	325.00	11/03/88	77/11	33,986	105S300W	.660	99,800	3
287	CEPEX, INC.	001	RTMX004517	325.00	11/18/87	77/01	34,010	105S300W	.654	99,800	3
287	CEPEX, INC.	001	RTMX004520	325.00	10/13/88	77/12	33,979	105S300W	.660	99,600	3
287	CEPEX, INC.	001	RTMX004523	325.00	11/20/87	78/01	33,944	105S300W	.660	99,500	3
287	CEPEX, INC.	001	RTMX004524	325.00	11/16/87	77/01	33,933	105S300W	.654	100,300	3
287	CEPEX, INC.	001	RTMX004525	325.00	12/08/87	78/01	33,940	105S300W	.660	99,700	3
287	CEPEX, INC.	001	RTMX004547	325.00	09/09/88	78/03	33,960	105S300W	.660	100,300	3
287	CEPEX, INC.	001	RTMX004562	325.00	09/04/88	78/04	33,980	105S300W	.673	98,700	3
287	CEPEX, INC.	001	RTMX004621	325.00	09/12/88	78/04	34,010	105S300W	.666	99,100	3
287	CEPEX, INC.	001	RTMX004622	325.00	09/10/88	78/02	33,950	105S300W	.666	100,100	3
287	CEPEX, INC.	002	RTMX003488	335.00	08/05/89	76/08	33,814	105S300W	.647	100,000	3
287	CEPEX, INC.	002	RTMX003492	335.00	08/25/89	76/09	33,796	105S300W	.641	100,100	3
287	CEPEX, INC.	002	RTMX003499	335.00	07/22/89	76/01	33,840	105S300W	.641	100,000	3
287	CEPEX, INC.	002	RTMX003507	335.00	07/28/89	76/08	33,856	105S300W	.641	100,400	3
287	CEPEX, INC.	002	RTMX003511	335.00	08/25/89	76/08	33,813	105S300W	.641	100,400	3
287	CEPEX, INC.	002	RTMX003526	335.00	07/17/89	76/09	33,779	105S300W	.641	100,300	3
287	CEPEX, INC.	002	RTMX003533	335.00	07/22/89	76/09	33,843	105S300W	.641	100,300	3
287	CEPEX, INC.	002	RTMX003926	335.00	07/24/89	77/08	34,048	105S300W	.654	99,500	3
287	CEPEX, INC.	002	RTMX003943	335.00	07/17/89	77/08	34,063	105S300W	.654	99,900	3
287	CEPEX, INC.	002	RTMX003944	335.00	07/22/89	77/08	33,943	105S300W	.654	99,800	3
287	CEPEX, INC.	002	RTMX003949	335.00	09/01/89	77/08	34,040	105S300W	.654	99,400	3
287	CEPEX, INC.	002	RTMX003959	335.00	08/10/89	77/08	34,069	105S300W	.660	99,400	3
287	CEPEX, INC.	002	RTMX003974	335.00	08/17/89	77/11	33,951	105S300W	.654	99,500	3
287	CEPEX, INC.	002	RTMX004521	335.00	07/17/89	77/09	34,005	105S300W	.524	99,400	3
287	CEPEX, INC.	002	RTMX004526	335.00	08/05/89	78/01	33,970	105S300W	.660	99,800	3
287	CEPEX, INC.	002	RTMX004529	335.00	07/24/89	78/03	33,900	105S300W	.666	99,700	3
287	CEPEX, INC.	002	RTMX004534	335.00	07/28/89	78/03	33,970	105S300W	.660	99,000	3
287	CEPEX, INC.	002	RTMX004535	335.00	08/25/89	78/03	33,950	105S300W	.660	99,300	3
287	CEPEX, INC.	002	RTMX004538	335.00	08/05/89	78/03	34,000	105S300W	.660	99,600	3
287	CEPEX, INC.	002	RTMX004557	335.00	08/05/89	78/04	33,970	105S300W	.660	99,400	3
287	CEPEX, INC.	002	RTMX004561	335.00	08/17/89	78/04	34,120	105S300W	.660	99,000	3
287	CEPEX, INC.	002	RTMX004614	335.00	07/28/89	78/02	33,980	105S300W	.660	100,200	3
287	CEPEX, INC.	002	RTMX004617	335.00	09/02/89	78/02	34,000	105S300W	.660	99,200	3
287	CEPEX, INC.	002	RTMX004637	335.00	07/24/89	78/03	33,970	105S300W	.660	98,700	3
287	CEPEX, INC.	002	RTMX004647	335.00	08/10/89	78/05	33,950	105S300W	.660	99,200	3

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Lessee Number	Lessee Name	Lease Rider#	Car Number	Lease Rate	Lease End	Date Built	Capacity	DOT	Mileage Rate	Light Weight	Sequence
289	SUBURBAN PROPANE GAS	001	RTMX003420	526.32	12/20/88	76/01	33,552	105J300W	.721	99,800	3
289	SUBURBAN PROPANE GAS	001	RTMX003427	526.32	12/20/88	76/02	33,524	105J300W	.721	99,800	3
289	SUBURBAN PROPANE GAS	001	RTMX003430	526.32	12/20/88	76/02	33,465	105A300W	.647	100,600	3
289	SUBURBAN PROPANE GAS	001	RTMX003517	510.00	12/20/88	76/09	33,807	105J300W	.709	99,500	3
289	SUBURBAN PROPANE GAS	001	RTMX004508	510.00	12/20/88	76/01	33,501	105J300W	.647	101,400	3
289	SUBURBAN PROPANE GAS	001	RTMX004512	510.00	12/20/88	76/02	33,556	105J300W	.721	100,000	3
289	SUBURBAN PROPANE GAS	001	RTMX020433	510.00	12/20/88	82/01	33,658	105J400W	.715	111,900	3
289	SUBURBAN PROPANE GAS	001	RTMX020443	510.00	12/20/88	82/01	33,542	105J400W	.715	112,000	3
289	SUBURBAN PROPANE GAS	001	RTMX020463	510.00	12/20/88	82/01	33,695	105J400W	.715	112,100	3
370	AMERICAN CYANAMID	046	NATX030010	641.00	12/31/88	62/06	30,332	112J400W	.560	122,900	3
370	AMERICAN CYANAMID	046	NATX030029	652.00	12/31/88	62/08	30,313	112J400W	.567	122,800	3

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Att A
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STORAGE CARS

RTMX 3500
RTMX 3501
RTMX 3503
RTMX 3803
RTMX 3804
RTMX 3849
RTMX 3932
RTMX 3935
RTMX 3955
RTMX 3965
RTMX 4202
RTMX 4205
RTMX 4209
RTMX 4211
RTMX 4212
RTMX 4214
RTMX 4222
RTMX 4223
RTMX 4228
RTMX 4239
RTMX 4240
RTMX 4243
RTMX 4247
RTMX 4248
RTMX 4540
RTMX 4543
RTMX 4616

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INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

The parties to this Security Agreement are:

SECURED PARTY:

General Electric Railcar Services Corporation
33 West Monroe Street
Chicago, Illinois 60603

DEBTOR:

PLM Railcar Management Services, Inc.
McCormick Building, Suite 1728
332 South Michigan Avenue
Chicago, Illinois 60604

hereinafter for convenience, "Secured Party" and "Debtor," respectively.

1. Definitions.

As used in this Security Agreement:

(a) "Collateral" means those railcars identified in Attachment A hereto, all proceeds (including, without limitation, insurance and indemnity payments) from the sale or loss or other disposition of the railcars, and any and all leases of railcars, whether now or hereafter existing, between the Debtor as lessor and other persons as lessees, including without limitation, the right to receive all rent due thereunder.

(b) "Lien" means any security interest, mortgage, pledge, lien, attachment, claim, charge, encumbrance, agreement retaining title, or lessor's interest covering the Collateral.

(c) "Obligation" means indebtedness and liability of Debtor to Secured Party for the purchase price of the Collateral, as represented by a Note dated January 8, 1988, including attorneys' fees incurred by Secured Party in enforcing this Security Agreement or collecting payment under it.

(d) "Potential Default" means an event or omission that would be a default under this Security Agreement or any other document evidencing or creating security for the Obligation, except for the passage of time or the giving of notice, or both.

(e) Terms in the Illinois Uniform Commercial Code not otherwise defined in this Security Agreement are used in this Security Agreement as defined in that Code on the date of this Security Agreement.

2. Grant of Security Interest.

Debtor grants Secured Party a security interest in the Collateral to secure payment of the Obligation.

3. Debtor's Covenants.

Debtor promises:

(a) To pay the Obligation to Secured Party when it is due.

(b) To pay all expenses, including attorneys' fees incurred by Secured Party, in the perfection, preservation, realization, enforcement, and exercise of its rights under this Security Agreement.

(c) To indemnify Secured Party against loss of any kind, including reasonable attorneys' fees, caused to Secured Party by reason of its interest in the Collateral.

(d) To keep the Collateral in good repair.

(e) To pay all taxes with respect to the Collateral when due.

(f) To give Secured Party notice of any litigation that may have a material adverse effect on the business of Debtor.

(g) Not to change the name or place of business, or to use a fictitious business name, without first notifying Secured Party in writing.

(h) Not to sell, lease, transfer, or otherwise dispose of the Collateral.

(i) Not to permit Liens on the Collateral, except existing liens and current tax liens.

(j) To maintain fire and extended coverage insurance on the Collateral in the amounts and under policies acceptable to Secured Party naming secured party under a lender's loss payable clause, and to provide Secured Party with the original policies and certificates at Secured Party's request.

(k) Not to use the Collateral for any unlawful purpose or in any way that would void any effective insurance.

(l) To permit Secured Party, its representatives, and its agents to inspect the Collateral at any time, and to make copies of records pertaining to it, at reasonable times at Secured Party's request.

(m) To perform all acts necessary to maintain, preserve, and protect the Collateral.

(n) To notify Secured Party promptly in writing of any default, Potential Default, or any development that might have a material adverse effect on the Collateral.

(o) To execute and deliver to Secured Party all financing statements and other documents that Secured Party requests, in order to maintain a first perfected security interest in the Collateral.

(p) To furnish Secured Party reports relating to the Collateral at Secured Party's request.

4. Debtor's Warranties and Representatives.

Debtor covenants, warrants, and represents as follows:

(a) The Security Agreement is a valid and binding obligation of Debtor. The Agreement creates a perfected, first priority security interest enforceable against the Collateral in which Debtor now has rights, and will create a perfected, first priority security interest enforceable against the Collateral in which Debtor later acquires rights, when Debtor acquires those rights.

(b) Neither the execution and delivery of this Security Agreement, nor the taking of any action in compliance with it, will (i) violate or breach any law, regulation, rule, order, or judicial action binding on Debtor, any agreement to which Debtor is a party, or (ii) result in the creation of a Lien against the Collateral except that created by this Security Agreement.

(c) No default or Potential Default exists.

(d) Upon the Closing of the transaction contemplated by the Purchase and Sale Agreement dated November 20, 1987, between Debtor and Secured Party, Debtor will own and have possession of the Collateral.

5. Termination.

This Security Agreement will terminate when Debtor completes performance of all Obligations to Secured Party, including without limitation the repayment of all indebtedness by Debtor to Secured Party.

6. Default.

Debtor will be in default under this Security Agreement if:

(a) Debtor fails to pay its entire indebtedness to Secured Party when due, at stated maturity, on accelerated maturity, or otherwise.

(b) Debtor fails to make any remittances required by this Security Agreement.

(c) Debtor commits any breach of this Security Agreement, or any present or future rider or supplement to this Security Agreement, or any other agreement between Debtor and Secured Party evidencing the Obligation or securing it.

(d) Any warranty, representation, or statement, made by or on behalf of Debtor in or with respect to the Security Agreement is false.

(e) The Collateral is lost, stolen, or damaged.

(f) There is a seizure or attachment of, or a levy on, the Collateral.

(g) Debtor ceases operations, does or fails to do anything that allows obligations to become due before their stated maturity, becomes insolvent or unable to meet debts as they become due, or makes any filing required or permitted under any applicable bankruptcy or insolvency law.

7. Remedies.

When an event of default occurs:

(a) Secured Party may:

(1) Declare the Obligation immediately due and payable without demand, presentment, protest, or notice to Debtor, all of which Debtor expressly waives.

(2) Exercise all rights and remedies available to a Secured Party after default, including but not limited to the rights and remedies of secured creditors under the Illinois Uniform Commercial Code.

(3) Perform any of Debtor's obligations under this Security Agreement for Debtor's account. Any money expended or obligations incurred in doing so, including reasonable attorney's fees and interest at the highest rate permitted by law, will be charged to Debtor and added to the Obligation secured by this Security Agreement.

(b) Secured Party's notice of the time and place of public sale of the Collateral, or the time on or after which a private sale or other disposition of the Collateral will be made, is

reasonable if sent to Debtor in the manner for giving notice at least five (5) days before the public or private sale.

(c) Debtor must:

(1) Assemble the Collateral and make it and all records relating to it available to Secured Party as Secured Party directs.

(2) Allow Secured Party, its representatives, and its agents to enter the premises where all or any part of the Collateral, the records, or both, may be, and remove any or all of it.

8. Costs and Attorneys' Fees.

Debtor will pay all costs and expenses of collection, including reasonable attorneys' fees.

9. Waiver by Secured Party.

No waiver by Secured Party of any breach or default will be a waiver of any breach or default occurring later. A waiver will be valid only if it is in writing and signed by Secured Party.

10. Survival of Representations and Warranties.

Debtor's representations and warranties made in this Security Agreement will survive its execution, delivery, and termination.

11. Assignment.

This Security Agreement will bind and benefit the successors and assignees of the parties, but Debtor may not assign its rights under the Security Agreement without Secured Party's prior written consent.

12. Governing Law.

This Security Agreement will be governed by the law of Illinois.

13. Entire Agreement.

This Security Agreement is the entire agreement, and supersedes any prior agreement or understandings, between Secured Party and Debtor respecting the security interest of the Secured Party in the Collateral.

14. Notices.

Notices under this Security Agreement are considered to be served three (3) days after they are deposited in the United States mail, with prepaid, first-class postage, addressed to the parties at the above addresses. Either party may change its address for service of notice, by notice to the other.

In witness whereof, Debtor and Secured Party have executed this Security Agreement this 8th day of January, 1988.

DEBTOR:

PLM Railcar Management Services, Inc.

By: Douglas L. Goodwin

Title: Senior Vice President

SECURED PARTY:

General Electric Railcar Services Corporation

By: William J. Murray

Title: Vice President

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 8th day of January, 1988, before me personally appeared Douglas P. Goodrich, to me personally known, who being by me duly sworn, says that he is Senior Vice President of PLM Railcar Management Services, Inc., that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Doris M Helebrandt

Notary Public

My commission expires:

May 13, 1990

STATE OF ILLINOIS)

)

COUNTY OF COOK)

On this 8th day of January, 1988, before me personally appeared William H. Murray, to me personally known, who being by me duly sworn, says that he is Vice President of General Electric Railcar Services Corporation, that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Doris M Helebrandt

Notary Public

My commission expires:

May 13, 1990

Lessee Number	Lessee Name	Lease Rider#	Car Number	Lease Rate	Lease End	Date Built	Capacity	DOT	Mileage Rate	Light Weight	Sequence
009	SUBURBAN PROPANE GAS CORP	001	RTMX004100	350.00	05/31/88	74/01	33,523	112J340W	.621	102,600	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004101	350.00	05/31/88	74/01	33,507	112J340W	.621	102,900	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004102	350.00	05/31/88	74/01	33,552	112J340W	.621	103,400	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004103	350.00	05/31/88	74/01	33,504	112J340W	.621	102,500	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004104	350.00	05/31/88	74/01	33,563	112J340W	.621	101,200	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004105	350.00	05/31/88	74/01	33,565	112J340W	.621	103,100	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004106	350.00	05/31/88	74/01	33,559	112J340W	.621	102,700	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004107	350.00	05/31/88	74/01	33,448	112J340W	.615	101,500	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004108	350.00	05/31/88	74/01	33,457	112J340W	.621	101,800	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004109	350.00	05/31/88	74/01	33,607	112J340W	.621	103,200	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004110	350.00	05/31/88	74/01	33,590	112J340W	.621	102,200	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004111	350.00	05/31/88	74/01	33,562	112J340W	.621	104,700	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004112	350.00	05/31/88	74/01	33,546	112J340W	.621	102,100	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004113	350.00	05/31/88	74/01	33,572	112J340W	.621	102,900	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004114	350.00	05/31/88	74/01	33,542	112J340W	.621	103,100	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004115	350.00	05/31/88	74/01	33,564	112J340W	.621	104,000	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004116	350.00	05/31/88	74/01	33,531	112J340W	.621	102,100	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004117	350.00	05/31/88	74/01	33,533	112J340W	.621	102,800	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004118	350.00	05/31/88	74/01	33,566	112J340W	.621	102,200	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004119	350.00	05/31/88	74/01	33,528	112J340W	.621	103,300	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004120	350.00	05/31/88	74/01	33,547	112J340W	.595	102,700	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004121	350.00	05/31/88	74/01	33,516	112J340W	.621	103,300	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004122	350.00	05/31/88	74/01	33,508	112J340W	.621	102,100	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004123	350.00	05/31/88	74/01	33,511	112J340W	.621	101,800	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004124	350.00	05/31/88	74/01	33,579	112J340W	.621	103,200	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004125	350.00	05/31/88	74/01	33,556	112J340W	.621	103,300	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004126	350.00	05/31/88	74/01	33,535	112J340W	.621	102,300	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004127	350.00	05/31/88	74/01	33,560	112J340W	.621	102,700	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004128	350.00	05/31/88	74/01	33,595	112J340W	.621	103,100	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004129	350.00	05/31/88	74/01	33,561	112J340W	.621	102,800	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004130	350.00	05/31/88	74/01	33,545	112J340W	.621	102,300	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004131	350.00	05/31/88	74/01	33,548	112J340W	.621	102,800	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004132	350.00	05/31/88	74/01	33,516	112J340W	.621	103,300	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004133	350.00	05/31/88	74/01	33,584	112J340W	.621	102,900	3
009	SUBURBAN PROPANE GAS CORP	001	RTMX004134	350.00	05/31/88	74/01	33,621	112J340W	.621	102,200	3

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Lessee Number	Lessee Name	Lease Rider#	Car Number	Lease Rate	Lease End	Date Built	Capacity	DOT	Mileage Rate	Light Weight	Sequence
052	TERRA CHEMICALS INT'L INC	003	RTMX003898	576.32	02/28/89	77/09	34,073	105S300W	.654	99.700	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003899	576.32	02/28/89	77/09	33,993	105S300W	.641	99.800	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003900	576.32	02/28/89	77/07	34,011	105S300W	.654	99.500	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003901	576.32	02/28/89	77/07	34,049	105J300W	.709	99.500	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003902	576.32	02/28/89	77/07	34,056	105S300W	.654	99.500	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003903	576.32	02/28/89	77/07	34,047	105S300W	.654	98.800	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003904	576.32	02/28/89	77/07	34,055	105S300W	.654	99.500	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003905	576.32	02/28/89	77/06	34,010	105S300W	.654	99.700	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003906	576.32	02/28/89	77/07	34,109	105S300W	.654	99.400	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003907	576.32	02/28/89	77/07	33,965	105S300W	.654	99.600	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003908	576.32	02/28/89	77/07	34,079	105S300W	.641	99.800	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003909	576.32	02/28/89	77/06	34,052	105S300W	.654	99.800	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003910	576.32	02/28/89	77/07	34,016	105J300W	.641	99.600	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003911	576.32	02/28/89	77/06	34,028	105S300W	.641	99.700	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003912	576.32	02/28/89	77/08	34,046	105S300W	.654	99.500	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003913	576.32	02/28/89	77/08	34,039	105S300W	.654	100.000	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003914	576.32	02/28/89	77/08	34,010	105S300W	.641	99.100	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003915	576.32	02/28/89	77/08	34,029	105S300W	.654	100.300	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003916	576.32	02/28/89	77/08	34,080	105S300W	.654	99.900	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003917	576.32	02/28/89	77/08	34,079	105J300W	.733	99.600	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003918	576.32	02/28/89	77/08	34,041	105S300W	.654	99.100	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003919	576.32	02/28/89	77/08	34,011	105S300W	.641	100.000	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003920	576.32	02/28/89	77/08	34,003	105S300W	.641	99.000	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003921	576.32	02/28/89	77/08	34,075	105S300W	.654	100.000	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003922	576.32	02/28/89	77/08	34,041	105S300W	.654	99.000	3
052	TERRA CHEMICALS INT'L INC	003	RTMX003923	576.32	02/28/89	77/06	34,077	105S300W	.641	99.600	3
054	ICI AMERICAS	001	RTMX020446	638.00	10/31/89	82/01	33,639	105J400W	.715	111.700	3
054	ICI AMERICAS	001	RTMX020457	638.00	10/31/89	82/01	33,544	105J400W	.715	111.900	3
054	ICI AMERICAS	001	RTMX020458	638.00	10/31/89	82/01	33,578	105J400W	.715	112.300	3
054	ICI AMERICAS	001	RTMX020459	638.00	10/31/89	82/01	33,698	105J400W	.715	111.200	3

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Lessee Number	Lessee Name	Lease Rider#	Car Number	Lease Rate	Lease End	Date Built	Capacity	DOT	Mileage Rate	Light Weight	Sequence
070	W R GRACE & COMPANY	001	RTMX003735	566.32	03/02/89	77/07	34,030	105S300W	.641	99,200	3
070	W R GRACE & COMPANY	001	RTMX003736	566.32	03/02/89	77/06	33,998	105S300W	.654	99,200	3
070	W R GRACE & COMPANY	001	RTMX003737	566.32	03/02/89	77/07	34,000	105S300W	.654	100,000	3
070	W R GRACE & COMPANY	001	RTMX003738	566.32	03/02/89	77/06	33,962	105S300W	.654	99,700	3
070	W R GRACE & COMPANY	001	RTMX003739	566.32	03/02/89	77/07	33,996	105A300W	.641	97,800	3
070	W R GRACE & COMPANY	001	RTMX003740	566.32	03/02/89	77/06	34,003	105S300W	.654	97,600	3
070	W R GRACE & COMPANY	001	RTMX003741	566.32	03/02/89	77/07	34,023	105S300W	.654	99,800	3
070	W R GRACE & COMPANY	001	RTMX003742	566.32	03/02/89	77/07	34,031	105S300W	.654	99,500	3
070	W R GRACE & COMPANY	001	RTMX003743	566.32	03/02/89	77/07	33,968	105S300W	.654	99,700	3
070	W R GRACE & COMPANY	001	RTMX003744	566.32	03/02/89	77/07	34,076	105S300W	.654	99,600	3
070	W R GRACE & COMPANY	001	RTMX003745	566.32	03/02/89	77/07	33,997	105S300W	.654	99,800	3
070	W R GRACE & COMPANY	001	RTMX003746	566.32	03/02/89	77/07	34,043	105S300W	.641	100,200	3
070	W R GRACE & COMPANY	001	RTMX003747	566.32	03/02/89	77/07	34,019	105S300W	.641	99,900	3
070	W R GRACE & COMPANY	001	RTMX003748	566.32	03/02/89	77/07	34,021	105S300W	.654	99,400	3
070	W R GRACE & COMPANY	001	RTMX003749	566.32	03/02/89	77/07	34,081	105S300W	.654	99,600	3
070	W R GRACE & COMPANY	001	RTMX003750	566.32	03/02/89	77/07	34,010	105S300W	.654	99,500	3
070	W R GRACE & COMPANY	001	RTMX003751	566.32	03/02/89	77/07	34,051	105S300W	.641	99,500	3
070	W R GRACE & COMPANY	001	RTMX003752	566.32	03/02/89	77/07	33,978	105S300W	.654	99,400	3
070	W R GRACE & COMPANY	001	RTMX003753	566.32	03/02/89	77/06	34,035	105S300W	.654	99,300	3
070	W R GRACE & COMPANY	001	RTMX003754	566.32	03/02/89	77/07	34,017	105S300W	.654	99,200	3
070	W R GRACE & COMPANY	001	RTMX003755	566.32	03/02/89	77/07	34,033	105S300W	.641	99,500	3
070	W R GRACE & COMPANY	001	RTMX003756	566.32	03/02/89	77/07	34,020	105S300W	.654	99,600	3
070	W R GRACE & COMPANY	001	RTMX003757	566.32	03/02/89	77/07	33,990	105S300W	.641	99,200	3
070	W R GRACE & COMPANY	001	RTMX003758	566.32	03/02/89	77/07	33,992	105S300W	.654	100,500	3
070	W R GRACE & COMPANY	001	RTMX003759	566.32	03/02/89	77/07	34,012	105S300W	.654	99,800	3
070	W R GRACE & COMPANY	001	RTMX003760	566.32	03/02/89	77/07	33,987	105S300W	.654	99,400	3
070	W R GRACE & COMPANY	001	RTMX003761	566.32	03/02/89	77/07	33,978	105S300W	.654	99,700	3
070	W R GRACE & COMPANY	001	RTMX003762	566.32	03/02/89	77/07	34,074	105S300W	.654	99,600	3
070	W R GRACE & COMPANY	001	RTMX003763	566.32	03/02/89	77/08	34,093	105S300W	.654	99,700	3
070	W R GRACE & COMPANY	001	RTMX003764	566.32	03/02/89	77/08	33,985	105A300W	.641	99,300	3
070	W R GRACE & COMPANY	001	RTMX003765	566.32	03/02/89	77/08	34,022	105S300W	.641	100,000	3
070	W R GRACE & COMPANY	001	RTMX003766	566.32	03/02/89	77/07	34,019	105S300W	.654	99,400	3

Lessee Number	Lessee Name	Lease Rider#	Car Number	Lease Rate	Lease End	Date Built	Capacity	DOT	Mileage Rate	Light Weight	Sequence
070	W R GRACE & COMPANY	001	RTMX003767	566.32	03/02/89	77/07	34,048	105S300W	.654	99,100	3
070	W R GRACE & COMPANY	001	RTMX003768	566.32	03/02/89	77/08	34,038	105S300W	.641	99,700	3
070	W R GRACE & COMPANY	001	RTMX003769	566.32	03/02/89	77/07	34,025	105S300W	.654	100,000	3
070	W R GRACE & COMPANY	001	RTMX003770	566.32	03/02/89	77/07	34,023	105S300W	.654	99,400	3
070	W R GRACE & COMPANY	001	RTMX003771	566.32	03/02/89	77/07	34,020	105S300W	.641	99,300	3
070	W R GRACE & COMPANY	001	RTMX003772	566.32	03/02/89	77/08	34,019	105S300W	.641	99,900	3
070	W R GRACE & COMPANY	001	RTMX003773	566.32	03/02/89	77/07	34,042	105S300W	.654	100,000	3
070	W R GRACE & COMPANY	001	RTMX003774	566.32	03/02/89	77/07	34,057	105S300W	.654	99,700	3
070	W R GRACE & COMPANY	001	RTMX003775	566.32	03/02/89	77/07	34,011	105S300W	.654	99,200	3
070	W R GRACE & COMPANY	001	RTMX003776	566.32	03/02/89	77/07	34,030	105S300W	.654	99,500	3
070	W R GRACE & COMPANY	001	RTMX003777	566.32	03/02/89	77/07	34,003	105J300W	.654	99,700	3
070	W R GRACE & COMPANY	001	RTMX003778	566.32	03/02/89	77/08	34,068	105S300W	.654	99,500	3
070	W R GRACE & COMPANY	001	RTMX003779	566.32	03/02/89	77/07	34,006	105S300W	.654	99,400	3
070	W R GRACE & COMPANY	001	RTMX003780	566.32	03/02/89	77/07	33,999	105S300W	.654	99,300	3
070	W R GRACE & COMPANY	001	RTMX003781	566.32	03/02/89	77/07	34,032	105S300W	.654	100,000	3
070	W R GRACE & COMPANY	001	RTMX003782	566.32	03/02/89	77/07	34,009	105S300W	.654	99,600	3
070	W R GRACE & COMPANY	001	RTMX003783	566.32	03/02/89	77/07	34,057	105S300W	.654	100,200	3
070	W R GRACE & COMPANY	001	RTMX003784	566.32	03/02/89	77/07	34,014	105S300W	.654	99,000	3
070	W R GRACE & COMPANY	001	RTMX003785	566.32	03/02/89	77/07	34,027	105S300W	.654	99,500	3
070	W R GRACE & COMPANY	001	RTMX003786	566.32	03/02/89	77/07	34,048	105S300W	.641	99,500	3
070	W R GRACE & COMPANY	001	RTMX003787	566.32	03/02/89	77/08	33,978	105S300W	.654	99,400	3
070	W R GRACE & COMPANY	001	RTMX003788	566.32	03/02/89	77/08	34,027	105S300W	.654	99,500	3
070	W R GRACE & COMPANY	001	RTMX003789	566.32	03/02/89	77/07	34,074	105S300W	.654	99,200	3
070	W R GRACE & COMPANY	001	RTMX003790	566.32	03/02/89	77/07	34,032	105S300W	.641	99,600	3
070	W R GRACE & COMPANY	001	RTMX003791	566.32	03/02/89	77/07	33,956	105S300W	.641	100,400	3
070	W R GRACE & COMPANY	001	RTMX003792	566.32	03/02/89	77/07	34,006	105S300W	.654	99,300	3
070	W R GRACE & COMPANY	001	RTMX003793	566.32	03/02/89	77/07	34,025	105S300W	.641	99,100	3
070	W R GRACE & COMPANY	001	RTMX003794	566.32	03/02/89	77/07	33,993	105S300W	.654	99,000	3
070	W R GRACE & COMPANY	001	RTMX003795	566.32	03/02/89	77/07	33,949	105S300W	.641	99,200	3
070	W R GRACE & COMPANY	001	RTMX003796	566.32	03/02/89	77/07	34,016	105S300W	.654	99,200	3
070	W R GRACE & COMPANY	001	RTMX003797	566.32	03/02/89	77/08	33,988	105S300W	.654	99,700	3
070	W R GRACE & COMPANY	001	RTMX003798	566.32	03/02/89	77/07	34,081	105S300W	.654	101,400	3
070	W R GRACE & COMPANY	001	RTMX003799	566.32	03/02/89	77/08	34,007	105S300W	.654	98,400	3
076	BP CHEMICALS AMERICAS INC.	001	RTMX004558	565.00	05/02/89	78/04	33,950	105J300W	.738	99,800	3
154	EXXON CHEMICAL AMERICAS	002	RTMX003805	540.00	03/31/85	76/06	33,484	105A400W	.673	112,000	3
154	EXXON CHEMICAL AMERICAS	002	RTMX003836	540.00	03/31/85	76/07	33,480	105A400W	.673	113,200	3
154	EXXON CHEMICAL AMERICAS	004	RTMX003848	556.32	07/31/86	76/08	33,506	105A400W	.673	112,200	3
156	EXXON CHEMICAL AMERICAS	002	RTMX003801	475.00	09/29/86	76/07	33,487	105A400W	.673	112,500	3
156	EXXON CHEMICAL AMERICAS	002	RTMX003802	475.00	09/29/86	76/06	33,487	105A400W	.673	112,200	3
156	EXXON CHEMICAL AMERICAS	002	RTMX003833	475.00	09/29/86	76/07	33,505	105A400W	.673	112,800	3
156	EXXON CHEMICAL AMERICAS	004	RTMX003866	556.32	07/31/86	76/09	33,587	105A400W	.673	111,100	3
156	EXXON CHEMICAL AMERICAS	045	RTMX004203	475.00	12/01/88	74/01	33,557	112J400W	.634	110,600	3
156	EXXON CHEMICAL AMERICAS	045	RTMX004216	475.00	12/01/88	74/01	33,586	112J400W	.634	113,100	3

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Lessee Number	Lessee Name	Lease Rider#	Car Number	Lease Rate	Lease End	Date Built	Capacity	DOT	Mileage Rate	Light Weight	Sequence
156	EXXON CHEMICAL AMERICAS	049	RTMX004544	475.00	03/01/88	78/03	33,940	105S300W	.666	100,300	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004200	475.00	03/01/88	74/01	33,655	112J400W	.634	111,100	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004201	475.00	03/01/88	74/01	33,647	112J400W	.634	111,300	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004204	475.00	03/01/88	74/01	33,538	112J400W	.634	102,100	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004207	475.00	03/01/88	74/01	33,557	112J400W	.634	101,600	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004208	475.00	03/01/88	74/01	33,506	112J400W	.634	113,900	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004210	475.00	03/01/88	74/01	33,602	112J400W	.634	111,000	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004219	475.00	03/01/88	74/01	33,587	112J400W	.634	102,700	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004220	475.00	03/01/88	74/01	33,568	112J400W	.634	111,500	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004221	475.00	03/01/88	74/01	33,604	112J400W	.634	110,500	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004225	475.00	03/01/88	74/01	33,591	112J400W	.634	111,400	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004230	475.00	03/01/88	74/01	33,577	112J400W	.634	112,000	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004231	475.00	03/01/88	74/01	33,583	112J400W	.634	111,700	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004233	475.00	03/01/88	74/01	33,522	112J400W	.634	111,600	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004234	475.00	03/01/88	74/01	33,584	112J400W	.634	102,300	3
156	EXXON CHEMICAL AMERICAS	053	RTMX004242	475.00	03/01/88	74/01	33,586	112J400W	.628	101,800	3
259	LYONDELL PETROCHEMICAL CO	006	RTMX004232	475.00	02/16/88	74/01	33,552	112J400W	.634	113,400	3
259	LYONDELL PETROCHEMICAL CO	006	RTMX004235	475.00	03/03/88	74/01	33,603	112J400W	.634	111,700	3
259	LYONDELL PETROCHEMICAL CO	006	RTMX004236	475.00	02/13/88	74/01	33,604	112J400W	.634	101,400	3
259	LYONDELL PETROCHEMICAL CO	006	RTMX003821	475.00	03/05/88	76/07	33,542	105J400W	.697	110,300	3
259	LYONDELL PETROCHEMICAL CO	006	RTMX003860	475.00	03/03/88	76/09	33,456	105A400W	.673	111,000	3
259	LYONDELL PETROCHEMICAL CO	006	RTMX003867	475.00	02/12/88	76/10	33,587	105J400W	.673	111,100	3
259	LYONDELL PETROCHEMICAL CO	006	RTMX004215	475.00	03/03/88	74/01	33,571	112J400W	.634	112,000	3
259	LYONDELL PETROCHEMICAL CO	006	RTMX004224	475.00	03/06/88	74/01	33,603	112J400W	.634	102,500	3
271	GENERAL ELECTRIC CREDIT	007	RTMX003489	350.00	07/15/87	76/09	33,822	105S300W	.647	100,000	3
271	GENERAL ELECTRIC CREDIT	007	RTMX003519	350.00	07/15/87	76/09	33,764	105S300W	.647	100,800	3
271	GENERAL ELECTRIC CREDIT	007	RTMX003522	350.00	07/15/87	76/08	33,773	105S300W	.647	100,400	3
271	GENERAL ELECTRIC CREDIT	007	RTMX003527	350.00	07/15/87	76/09	33,777	105S300W	.647	101,000	3
271	GENERAL ELECTRIC CREDIT	007	RTMX003971	350.00	07/15/87	77/11	34,043	105S300W	.660	100,000	3
271	GENERAL ELECTRIC CREDIT	007	RTMX004626	350.00	07/15/87	78/03	34,010	105S300W	.666	99,100	3
271	GENERAL ELECTRIC CREDIT	007	RTMX004642	350.00	07/15/87	78/02	33,980	105S300W	.666	98,800	3
271	GENERAL ELECTRIC CREDIT	007	RTMX004650	350.00	07/15/87	78/06	33,970	105S300W	.666	99,500	3

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Lessee Number	Lessee Name	Lease Rider#	Car Number	Lease Rate	Lease End	Date Built	Capacity	DOT	Mileage Rate	Light Weight	Sequence
287	CEPEX, INC.	001	RTMX003491	325.00	09/09/88	76/03	33,832	105S300W	.647	99,900	3
287	CEPEX, INC.	001	RTMX003494	325.00	09/10/88	76/08	33,816	105S300W	.641	100,500	3
287	CEPEX, INC.	001	RTMX003496	325.00	09/24/88	76/08	33,865	105S300W	.647	100,300	3
287	CEPEX, INC.	001	RTMX003498	325.00	09/04/88	76/08	33,796	105S300W	.647	100,700	3
287	CEPEX, INC.	001	RTMX003502	325.00	09/12/88	76/08	33,806	105S300W	.647	100,100	3
287	CEPEX, INC.	001	RTMX003510	325.00	09/10/88	76/08	33,818	105S300W	.641	100,000	3
287	CEPEX, INC.	001	RTMX003513	325.00	09/04/88	76/08	33,763	105S300W	.647	101,000	3
287	CEPEX, INC.	001	RTMX003520	325.00	09/19/88	76/08	33,794	105S300W	.647	99,900	3
287	CEPEX, INC.	001	RTMX003530	325.00	09/03/88	76/08	33,800	105S300W	.647	100,700	3
287	CEPEX, INC.	001	RTMX003531	325.00	11/03/88	76/08	33,777	105S300W	.647	99,900	3
287	CEPEX, INC.	001	RTMX003534	325.00	10/30/88	76/08	33,738	105S300W	.647	100,100	3
287	CEPEX, INC.	001	RTMX003934	325.00	10/30/88	77/08	33,947	105S300W	.654	99,500	3
287	CEPEX, INC.	001	RTMX003937	325.00	11/03/88	77/08	34,034	105S300W	.654	99,900	3
287	CEPEX, INC.	001	RTMX003970	325.00	09/11/88	77/10	34,032	105S300W	.660	100,000	3
287	CEPEX, INC.	001	RTMX003975	325.00	11/03/88	77/11	33,986	105S300W	.660	99,800	3
287	CEPEX, INC.	001	RTMX004517	325.00	11/18/87	77/01	34,010	105S300W	.654	99,800	3
287	CEPEX, INC.	001	RTMX004520	325.00	10/13/88	77/12	33,979	105S300W	.660	99,600	3
287	CEPEX, INC.	001	RTMX004523	325.00	11/20/87	78/01	33,944	105S300W	.660	99,500	3
287	CEPEX, INC.	001	RTMX004524	325.00	11/16/87	77/01	33,933	105S300W	.654	100,300	3
287	CEPEX, INC.	001	RTMX004525	325.00	12/08/87	78/01	33,940	105S300W	.660	99,700	3
287	CEPEX, INC.	001	RTMX004547	325.00	09/09/88	78/03	33,960	105S300W	.660	100,300	3
287	CEPEX, INC.	001	RTMX004562	325.00	09/04/88	78/04	33,980	105S300W	.673	98,700	3
287	CEPEX, INC.	001	RTMX004621	325.00	09/12/88	78/04	34,010	105S300W	.666	99,100	3
287	CEPEX, INC.	001	RTMX004622	325.00	09/10/88	78/02	33,950	105S300W	.666	100,100	3
287	CEPEX, INC.	002	RTMX003488	335.00	08/05/89	76/08	33,814	105S300W	.647	100,000	3
287	CEPEX, INC.	002	RTMX003492	335.00	08/25/89	76/09	33,796	105S300W	.641	100,100	3
287	CEPEX, INC.	002	RTMX003499	335.00	07/22/89	76/01	33,840	105S300W	.641	100,000	3
287	CEPEX, INC.	002	RTMX003507	335.00	07/28/89	76/08	33,856	105S300W	.641	100,400	3
287	CEPEX, INC.	002	RTMX003511	335.00	08/25/89	76/08	33,813	105S300W	.641	100,400	3
287	CEPEX, INC.	002	RTMX003526	335.00	07/17/89	76/09	33,779	105S300W	.641	100,300	3
287	CEPEX, INC.	002	RTMX003533	335.00	07/22/89	76/09	33,843	105S300W	.641	100,300	3
287	CEPEX, INC.	002	RTMX003926	335.00	07/24/89	77/08	34,048	105S300W	.654	99,500	3
287	CEPEX, INC.	002	RTMX003943	335.00	07/17/89	77/08	34,063	105S300W	.654	99,900	3
287	CEPEX, INC.	002	RTMX003944	335.00	07/22/89	77/08	33,943	105S300W	.654	99,800	3
287	CEPEX, INC.	002	RTMX003949	335.00	09/01/89	77/08	34,040	105S300W	.654	99,400	3
287	CEPEX, INC.	002	RTMX003959	335.00	08/10/89	77/08	34,069	105S300W	.660	99,400	3
287	CEPEX, INC.	002	RTMX003974	335.00	08/17/89	77/11	33,951	105S300W	.654	99,500	3
287	CEPEX, INC.	002	RTMX004521	335.00	07/17/89	77/09	34,005	105S300W	.524	99,400	3
287	CEPEX, INC.	002	RTMX004526	335.00	08/05/89	78/01	33,970	105S300W	.660	99,800	3
287	CEPEX, INC.	002	RTMX004529	335.00	07/24/89	78/03	33,900	105S300W	.666	99,700	3
287	CEPEX, INC.	002	RTMX004534	335.00	07/28/89	78/03	33,970	105S300W	.660	99,000	3
287	CEPEX, INC.	002	RTMX004535	335.00	08/25/89	78/03	33,950	105S300W	.660	99,300	3
287	CEPEX, INC.	002	RTMX004538	335.00	08/05/89	78/03	34,000	105S300W	.660	99,600	3
287	CEPEX, INC.	002	RTMX004557	335.00	08/05/89	78/04	33,970	105S300W	.660	99,400	3
287	CEPEX, INC.	002	RTMX004561	335.00	08/17/89	78/04	34,120	105S300W	.660	99,000	3
287	CEPEX, INC.	002	RTMX004614	335.00	07/28/89	78/02	33,980	105S300W	.660	100,200	3
287	CEPEX, INC.	002	RTMX004617	335.00	09/02/89	78/02	34,000	105S300W	.660	99,200	3
287	CEPEX, INC.	002	RTMX004637	335.00	07/24/89	78/03	33,970	105S300W	.660	98,700	3
287	CEPEX, INC.	002	RTMX004647	335.00	08/10/89	78/05	33,950	105S300W	.660	99,200	3

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Lessee Number	Lessee Name	Lease Rider#	Car Number	Lease Rate	Lease End	Date Built	Capacity	DOT	Mileage Rate	Light Weight	Sequence
289	SUBURBAN PROPANE GAS	001	RTMX003420	526.32	12/20/88	76/01	33,552	105J300W	.721	99,800	3
289	SUBURBAN PROPANE GAS	001	RTMX003427	526.32	12/20/88	76/02	33,524	105J300W	.721	99,800	3
289	SUBURBAN PROPANE GAS	001	RTMX003430	526.32	12/20/88	76/02	33,465	105A300W	.647	100,600	3
289	SUBURBAN PROPANE GAS	001	RTMX003517	510.00	12/20/88	76/09	33,807	105J300W	.709	99,500	3
289	SUBURBAN PROPANE GAS	001	RTMX004508	510.00	12/20/88	76/01	33,501	105J300W	.647	101,400	3
289	SUBURBAN PROPANE GAS	001	RTMX004512	510.00	12/20/88	76/02	33,556	105J300W	.721	100,000	3
289	SUBURBAN PROPANE GAS	001	RTMX020433	510.00	12/20/88	82/01	33,658	105J400W	.715	111,900	3
289	SUBURBAN PROPANE GAS	001	RTMX020443	510.00	12/20/88	82/01	33,542	105J400W	.715	112,000	3
289	SUBURBAN PROPANE GAS	001	RTMX020463	510.00	12/20/88	82/01	33,695	105J400W	.715	112,100	3
370	AMERICAN CYANAMID	046	NATX030010	641.00	12/31/88	62/06	30,332	112J400W	.560	122,900	3
370	AMERICAN CYANAMID	046	NATX030029	652.00	12/31/88	62/08	30,313	112J400W	.567	122,800	3

Att A
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Att A
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STORAGE CARS

RTMX 3500
RTMX 3501
RTMX 3503
RTMX 3803
RTMX 3804
RTMX 3849
RTMX 3932
RTMX 3935
RTMX 3955
RTMX 3965
RTMX 4202
RTMX 4205
RTMX 4209
RTMX 4211
RTMX 4212
RTMX 4214
RTMX 4222
RTMX 4223
RTMX 4228
RTMX 4239
RTMX 4240
RTMX 4243
RTMX 4247
RTMX 4248
RTMX 4540
RTMX 4543
RTMX 4616

DJL 1/8/88

DISTRICT OF COLUMBIA) SS.:

CERTIFICATION OF TRUE COPY

I, Allen H. Harrison, Jr., a member of the Bars of the District of Columbia and the Commonwealth of Virginia, do hereby certify that I have compared the attached copy of the document entitled "Security Agreement" between General Electric Railcar Services Corporation and PLM Railcar Management Services, Inc., executed January 8, 1988, with an executed original counterpart thereof and find the said attached copy to be in all respects a true, correct and complete copy of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, the undersigned has hereto affixed his signature this 13th day of January, 1988.

Allen H. Harrison, Jr.

Allen H. Harrison, Jr.

Subscribed and sworn to before me
this 13th day of January, 1988

Lori A. McGlaughl

Notary Public, D.C.

My commission expires:

My Commission Expires June 30, 1992