

RECORDATION NO. 21287 FILED

MAR 20 '98

9-25 AM

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OF COUNSEL
URBAN A. LESTER

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

March 20, 1998

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of a Security Agreement, dated as of February 5, 1998, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Borrower: Wilmington Trust Company, not in its individual capacity, but solely as Trustee of AFL Trust I, AFL Trust II and AFL Trust III
1100 North Market Street
Wilmington, Delaware 19890

Lender: *Capital* GATX ~~Third Aircraft~~ Corporation
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

A description of the railroad equipment and lease documents covered by the enclosed document is set forth on the schedules attached thereto.

Countersignature

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SURFACE TRANSPORTATION
BOARD

Mr. Vernon A. Williams
March 20, 1998
Page 2

Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

EXECUTION COPY

RECORDATION NO. 21287 FILED

MAR 20 '98

9-25 AM

SECURITY AGREEMENT

made by

**AFL TRUST I
AFL TRUST II
AFL TRUST III**

and

GATX CAPITAL CORPORATION

dated as of February 5, 1998

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SECURITY AGREEMENT

SECURITY AGREEMENT (this "Agreement"), dated as of February 5, 1998, by and among AFL TRUST I, AFL TRUST II, AFL TRUST III, each a Delaware business trust (each a "Borrower" and collectively, the "Borrowers") and GATX CAPITAL CORPORATION, a Delaware corporation (the "Lender").

WHEREAS, GATX Third Aircraft Corporation, a wholly-owned subsidiary of Lender ("Third Aircraft"), has acquired certain assets from Pitney Bowes Credit Corporation pursuant to a certain Asset Purchase Agreement dated as of August 30, 1997, as amended by Amendment No. 1 to the Asset Purchase Agreement dated as of September 30, 1997;

WHEREAS, Third Aircraft has agreed to contribute, pursuant to certain Contribution Agreements dated as of the date hereof, such assets to Sonoma Trust I, Sonoma Trust II and Sonoma Trust III (collectively, the "Sonoma Trusts"), each a business trust created by Third Aircraft in Delaware;

WHEREAS, each Borrower desires to merge with and into its counterpart Sonoma Trust pursuant to an Agreement and Plan of Merger dated as of the date hereof (each a "Merger Agreement" and collectively, the "Merger Agreements"), and the transactions contemplated thereby, each a "Merger" and collectively, the "Mergers");

WHEREAS, the Borrowers have requested the Lender to make term loans to the Borrowers to finance the Mergers pursuant to a Term Loan Agreement dated as of the date hereof (the "Loan Agreement");

WHEREAS, as a condition precedent to the making of the loans by the Lender, the Borrowers are required to execute and deliver this Security Agreement to the Lender providing for the grant to the Lender of a security interest in such assets and the rights related thereto as collateral security for the loans;

WHEREAS, the Borrowers have determined that the execution, delivery and performance of this Security Agreement directly benefit, and are in the best interests of, the Borrowers;

NOW THEREFORE, as an inducement to the Lender to make the loans to the Borrowers and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Definitions. (a) Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the Loan Agreement or in Article 8 or 9 of the Uniform Commercial Code (the "Code") currently in effect in the State of New York. As used in this Agreement, the following terms have the

following meanings, such meanings to be applicable equally to both the singular and plural forms of the terms defined:

“Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Loan Agreement” shall have the meaning assigned to such term in the recitals hereto.

“Obligations” shall have the meaning set forth in Section 3 hereof.

(b) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified. Except as otherwise indicated, all agreements or instruments herein defined shall mean such agreements or instruments as from time to time assigned, modified, supplemented or amended in accordance with their respective terms.

2. Grant of Security Interest in the Collateral.

(a) As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, each Borrower hereby pledges, grants and assigns to Lender a security interest in all right, title and interest of such Borrower, whether now existing or hereafter acquired or arising in: (i) the proceeds of the Loans to such Borrower; (ii) the Assets of such Borrower listed on Schedule 1 hereto; (iii) the rights of such Borrower under the Loan Documents; (iv) any and all other assets of such Borrower, including Inventory, Accounts and General Intangibles, Equipment and all other tangible and intangible personal property and fixtures of such Borrower; and (v) all products and the proceeds of the foregoing items of such Borrower (collectively, the “Collateral”).

(b) The security interest granted to Lender by each Borrower pursuant to clause (a) above shall be a first priority security interest.

3. Security for Obligations. The security interest in the Collateral granted to the Lender by each Borrower pursuant to Section 2(a) above constitutes continuing collateral security for the following obligations, whether now existing or hereafter incurred:

(a) the obligation of such Borrower to pay, as and when due and payable (on demand, by mandatory prepayment, by scheduled maturity or otherwise), all amounts from time to time owing under the Tranche A Note and Tranche B Note of such Borrower and the other Loan

Documents related thereto, whether for principal, interest, fees or otherwise (including, without limitation, amounts that but for the operation of Section 362(a) of the Bankruptcy Code would become due), and the due performance and observance by such Borrower of all of its obligations from time to time existing under and in respect of the Tranche A Note and Tranche B Note of such Borrower and the other Loan Documents related thereto; and

(b) the obligation of the other Borrowers to pay, as and when due and payable (on demand, by mandatory prepayment, by scheduled maturity or otherwise), all amounts from time to time owing by such other Borrowers under the Tranche A Notes of such other Borrowers and the Loan Documents related thereto, whether for principal, interest, fees or otherwise (including, without limitation, amounts that but for the operation of Section 362(a) of the Bankruptcy Code would become due), and the due performance and observance by such other Borrowers of all of their obligations from time to time existing under and in respect of their Tranche A Notes and the Loan Documents related thereto (together with the obligations set forth in Section 3(a) above, collectively, the "Obligations").

4. Representations and Warranties. Each Borrower represents and warrants to Lender as follows:

(a) Each of the representations and warranties made by such Borrower in Section 6 of the Loan Agreement was true and correct when made and will be true and correct as of the Closing Date.

(b) Except for the filing of Uniform Commercial Code Financing Statements and filings with the Surface Transportation Board, no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body or any other third party is required for (i) the grant by such Borrower of the security interest in the Collateral, (ii) the perfection or maintenance of the security interest granted hereby in the Collateral or (iii) the exercise by Lender of its rights and remedies hereunder.

(c) Such Borrower is (or will be at the time the security interest created hereby attaches), and will continue to be until all of the Obligations have been satisfied in full, the sole legal, beneficial and record owner of all interests in the Collateral which it has acquired (or will acquire) upon consummation of the Merger to which it is a party and no security interest exists or will exist upon such Collateral at any time (and no right or option to acquire the same exists in favor of any other Person), except for Permitted Liens. There is no financing statement naming such Borrower as debtor (or similar documents or instruments of registration under the law of any jurisdiction) now on file or registered in any public office covering any interest of such Borrower in any of its Collateral.

(d) This Agreement, together with the filing of certain financing statements and filings to be made at the Surface Transportation Board, creates a valid, perfected security interest in favor of Lender in the Collateral, as security for the Obligations. All action necessary or desirable to perfect and protect such security interest has been duly taken.

(e) Such Borrower has delivered to Lender true and complete copies of the following documents: (i) the Certificate of Trust of such Borrower and (ii) any certificates, opinions or other documents executed in connection with the Loan Documents, and in each case, such documents have not been amended or otherwise modified and are in full force and effect.

5. Covenants; Agreements. Each of the Borrowers covenants to Lender that, so long as any of the Obligations shall remain outstanding:

(a) Records. Such Borrower will keep adequate records concerning its Collateral pursuant to arrangements under the Management Agreement.

(b) Notices. Such Borrower will, at its own expense, promptly deliver to Lender a copy of each notice or other communication received by it from any Governmental Authority in respect of any Collateral, together with a copy of any reply by such Borrower thereto.

(c) Further Assurances. Such Borrower will, at its own expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that Lender may reasonably request in order (i) to perfect, continue the perfection of and protect the security interest created hereby (whether pursuant to laws, rules, regulations or general practices currently in effect or adopted subsequent to the date hereof); (ii) to enable Lender to exercise and enforce its rights and remedies hereunder in respect of the Collateral; or (iii) to otherwise effect the purposes of this Agreement, including, without limitation: (A) at the request of Lender, marking conspicuously each of the records of such Borrower pertaining to the Collateral with a legend, in form and substance satisfactory to Lender, indicating that such Collateral is subject to the security interest created hereby; (B) if any Collateral shall be evidenced by a promissory note or other instrument or chattel paper, delivering and pledging to Lender hereunder such note, instrument or chattel paper duly indorsed and accompanied by executed instruments of transfer or assignment, all in form and substance satisfactory to Lender; (C) executing and filing such financing or continuation statements, or amendments thereto, as may be necessary or desirable or that Lender may request in order to perfect and preserve the security interest created hereby; and (D) furnishing to Lender from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Lender may reasonably request, all in reasonable detail.

(d) Transfers and Other Liens and Restrictions.

(i) Such Borrower agrees that it will not enter into any transaction of merger (other than the Merger to which it is a party) or consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or sell, transfer, assign (by operation of law or otherwise), exchange or otherwise dispose of any of the Collateral; provided, however, that all proceeds derived from any Collateral shall be immediately delivered and applied pursuant to the terms of the Instruction Letters and in accordance with Section 2.5 of the Loan Agreement.

(ii) Such Borrower will cooperate fully with Lender with respect to any sale by Lender of any of the Collateral after the occurrence and during the continuance of an Event of Default.

(iii) Such Borrower acknowledges and agrees that (A) sales of Collateral are permitted only when permitted under the underlying leases and upon termination of such leases and (B) any and all payments received in respect of the Collateral whether received as regularly scheduled payments, from insurance, from sales, from casualties or otherwise shall be applied pursuant to Section 2.5 of the Loan Agreement.

(e) Agreements Affecting Collateral. Such Borrower will not (i) create or suffer to exist any Lien upon or with respect to any of the Collateral except for Permitted Liens; (ii) make or consent to any amendment, other modification or waiver with respect to any of the Collateral; or (iii) make or consent to any amendment, modification or waiver of its Trust Agreement if such amendment, modification or waiver in any case would adversely affect Lender's rights and remedies under the Loan Documents or its ability to realize upon the Collateral.

(f) Taxes. Such Borrower shall pay, discharge or otherwise satisfy at or before maturity or before it becomes delinquent, as the case may be, all its material taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, except when the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with sound accounting practices with respect thereto have been provided on the books of such Borrower.

(g) Conduct Business. Such Borrower shall maintain its legal existence as a statutory business trust under the laws of the State of Delaware and shall continue to engage only in business of the same type as now conducted by it, and take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business; and such Borrower shall comply with all contractual obligations, laws, and regulations to the extent the failure to do so could have a Material Adverse Effect.

(h) Notices. Each Borrower shall give notice within 10 days to Lender:

(i) of any (A) default under any material agreement to which such Borrower is a party or (B) litigation, investigation or proceeding which may exist at any time involving such Borrower or any of its Property which could have a Material Adverse Effect;

(ii) of a material adverse change in the business, operations, property or financial or other condition of such Borrower or any of the Collateral in which it purports to have an interest;

(iii) any action taken, to be taken or threatened against any of the Collateral which is reasonably likely to have a Material Adverse Effect; and

(iv) any proposed amendment, modification or waiver of any of the Lease Documents or its Trust Agreement.

(i) Other Liabilities. Such Borrower agrees to pay, and to save Lender harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(j) Name Changes, etc. Such Borrower agrees that it will not change the location of its chief executive office and chief place of business without giving Lender at least thirty (30) days prior written notice, nor change its name, identity or structure to such an extent that any financing statement filed by Lender would become seriously misleading unless it shall have given Lender at least thirty (30) days prior written notice of such change.

(k) Other Actions. Such Borrower will not take or fail to take any action that would in any material manner impair the value or enforceability of Lender's security interest in the Collateral.

(l) No Subrogation, Contribution, etc.

(i) Notwithstanding any payment or payments made by such Borrower hereunder, or any set-off or application of funds of such Borrower by Lender, such Borrower hereby irrevocably waives any claim or other rights that it may now or hereafter acquire against the other Borrowers that arise from the existence, payment, performance or enforcement of such other Borrowers' Obligations under this Agreement or any other Loan Document, including, without limitation, any right of subrogation,

reimbursement, exoneration, contribution or indemnification, any right to participate in any claim or remedy of Lender against such other Borrowers, or any Collateral and the right to take or receive from such other Borrowers, as the case may be, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, whether or not such claim, remedy or right arises in equity or under contract, statute or common law.

(ii) If any amount shall be paid to any of the Borrowers in violation of the preceding sentence, such amount shall be held by the Borrower receiving the payment in trust for Lender, segregated from other funds of such Borrower and shall, forthwith upon receipt by such Borrower be turned over to Lender in the exact form received by such Borrower (duly endorsed by such Borrower to Lender, if so requested by Lender), to be applied against the Obligations of the Borrower or Borrowers entitled thereto hereunder or under other Loan Documents, whether matured or unmatured, in accordance with Section 2.5 of the Loan Agreement.

6. Remedies. (a) If an Event of Default shall have occurred and be continuing, Lender at its option may:

(i) Either personally, or by means of a court appointed receiver, take possession of all or any of the Collateral and exclude therefrom Borrowers and all others claiming under Borrowers, and thereafter exercise all rights and powers of Borrowers with respect to the Collateral or any part thereof, including any rights and powers of Borrowers under any of the Lease Documents. In the event Lender demands, or attempts to take possession of the Collateral in the exercise of any rights under this Agreement, Borrowers promise and agree to promptly turn over and deliver complete possession thereof to Lender.

(ii) Without notice to or demand upon any of Borrowers, make such payments and do such acts as Lender may deem necessary to protect its security interest in the Collateral, including, without limitation, paying, purchasing, contesting or compromising any Lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority, to pay all expenses incurred in connection therewith.

(iii) Require Borrowers to take all actions necessary to deliver such Collateral to Lender, or an agent or representative designated by Lender. Lender, and its respective agents and representatives, shall have the right to enter upon any or all of Borrowers' premises and property to exercise Lender's rights hereunder.

(iv) Foreclose this Agreement and the security interest created hereby, as herein provided or in any manner permitted by law, and exercise any and all of the rights and remedies conferred upon Lender by any document executed by Borrowers in connection with the indebtedness secured hereby, either concurrently or in such order as Lender may determine, and sell or cause to be sold in such order as Lender may determine, as a whole or in such portions as Lender may determine, the Collateral without affecting in any way the rights or remedies to which Lender may be entitled under the other such documents.

(v) Exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party upon default under the Code then in effect in the State of New York (whether or not the Code applies to the affected Collateral); and without limiting the generality of the foregoing, also may without notice except as specified below, sell the Collateral or any part thereof at public or private sale, at any exchange or broker's board or elsewhere, at such price or prices and on such other terms as Lender may deem commercially reasonable. Each Borrower agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to Borrowers of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Lender shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(vi) Comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of any Applicable Law, or in order to obtain any required approval of the sale or of the purchasers by any Governmental Authority or official, and each Borrower further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall Lender be liable or accountable to such Borrower for any discount allowed by reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

(vii) In Lender's name or in the name of the Borrowers or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, including under the Loan Documents, but shall be under no obligation to do so.

(viii) Continue to hold any cash held by Lender as Collateral and all cash proceeds received by Lender in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral may, in the discretion of Lender, be held by Lender as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to Lender pursuant to Section 8 hereof) in whole or in part by Lender against, all or any part of the Obligations in accordance with Section 2.5(b) of the Loan Agreement. Any surplus of such cash or cash proceeds held by Lender and remaining after payment in full of all of the Obligations shall be paid over to such Person as may be lawfully entitled to receive such surplus.

(ix) Enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent Lender from pursuing any further right, privilege, power or remedy which it may have, and any repossession or retaking or sale of the Collateral pursuant to the terms hereof shall not operate to release Borrowers until full payment of any deficiency has been made in cash.

(b) Notwithstanding any other provisions hereof, the Lender agrees that, in its exercise of the remedies hereunder, it will refrain from interfering with the rights of quiet enjoyment of the Lessees under the Lease Documents.

7. Application of Proceeds. (a) The proceeds of the sale, collection or other realization of or upon the Collateral upon the occurrence and during the continuation of any Event of Default shall be applied in accordance with Section 2.5(b) of the Loan Agreement.

(b) Any balance of such proceeds remaining after all the obligations under the Loan Documents shall have been paid in full, shall be paid over to such Borrower lawfully entitled to receive the same. If the proceeds of sale, collection or other realization of or upon the Collateral pursuant hereto are insufficient to cover the costs and expenses of such realization and payment in full of all the obligations under the Loan Documents, Borrowers shall remain liable for any deficiencies in accordance with, and to the extent provided in, Section 10 of the Loan Agreement.

8. Indemnity and Expenses.

(a) Each Borrower agrees to indemnify Lender from and against any and all claims, losses and liabilities (including, without limitation, the reasonable fees, client charges and other expenses of Lender's counsel) growing out of or resulting from this Agreement or the enforcement of any of the terms hereof (including, without limitation, the sale of any Collateral pursuant to a public or private offering and each and every document produced in furtherance thereof).

(b) Each Borrower agrees to pay to Lender on demand the amount of any and all reasonable costs and expenses, including the reasonable fees and other client charges of Lender's counsel and of any experts and agents, that Lender may incur in connection with (i) the administration and termination of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral (including, without limitation, fees or commissions of any broker), (iii) the exercise or enforcement of any of the rights of Lender hereunder, and (iv) the failure by such Borrower to perform or observe any of the provisions hereof.

9. Notices, Etc. All notices, requests and demands required to be delivered under this Agreement shall be sent in accordance with Section 11.2 of the Loan Agreement.

10. Miscellaneous.

(a) No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by Lender and each Borrower, and no waiver of any provision of this Agreement, and no consent to any departure by any Borrower therefrom, shall be effective unless it is in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of Lender provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of Lender against any Borrower under any Loan Document are not conditional or contingent on any attempt by Lender to exercise any of its rights under any other Loan Document or against any other Person.

(c) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) This Agreement shall (i) create a continuing security interest in the Collateral, (ii) remain in full force and effect until the payment in full of the Obligations and (iii) be binding on each Borrower and its respective successors and permitted assigns and transferees (by merger or otherwise) and shall inure, together with all rights and remedies of Lender hereunder, to the benefit of Lender and its successors, permitted assigns and transferees. None of the rights or

obligations of any Borrower hereunder may be assigned or otherwise transferred without the prior written consent of Lender.

(e) Upon the satisfaction in full of the Obligations, (i) this Agreement and the security interest created hereby shall terminate and all rights to the Collateral shall revert to the respective Borrower free of the Liens created hereby, and (ii) Lender will, upon such Borrower's request and at such Borrower's expense, (A) return to the relevant Borrower such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and (B) execute and deliver to such Borrower such documents as such Borrower shall reasonably request to evidence such termination.

(f) This Agreement shall be governed by and construed in accordance with the law of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity or perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, are governed by the law of a jurisdiction other than the State of New York.

11. WAIVER OF JURY TRIAL. LENDER AND BORROWERS HEREBY IRREVOCABLY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith.

12. Security Interest Absolute. All rights of Lender, all security interests and all obligations of Borrowers hereunder shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of any Loan Document or any other agreement, instrument or document relating thereto, (ii) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Obligations, or any other amendment or waiver of or consent to any departure from any Loan Document or any other agreement, instrument or document relating thereto, (iii) any exchange or release of, or non-perfection of any Lien on or security interest in, any Collateral for any of the Obligations, or any release or amendment or waiver of or consent to departure from the Guaranty, for all or any of the Obligations or (iv) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Borrowers in respect of any of their Obligations under the Loans or the Loan Documents.

13. Joint and Several Obligations. The Borrowers shall be jointly and severally liable for the payment of the principal of, interest on and other amounts payable under the Tranche A Notes and the other Loan Documents related thereto.

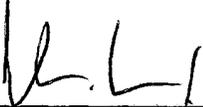
14. Limited Liability. It is expressly understood and agreed by the parties hereto that (a) this Agreement has been executed and delivered by Wilmington Trust Company, not individually or personally but solely as Trustee of each of the Borrowers and the Sonoma Trusts in the exercise of the powers and authority conferred and vested in it as Trustee under the respective Trust Agreement, (b) each of the representations, undertakings and agreements made on the part of Borrowers herein or in the other Loan Documents are made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company but are made and intended for the purpose of binding only Borrowers or the Sonoma Trusts upon their assumption of the obligations of Borrowers hereunder, (c) nothing contained herein or in the other Loan Documents shall be construed as creating any liability on Wilmington Trust Company, individually or personally, to perform any covenants either expressed or implied contained herein or in such other Loan Documents, all such liability, if any, being expressly waived by Lender and by any Person claiming by, through or under Lender and (d) under no circumstances shall Wilmington Trust Company be personally liable for the payment of any indebtedness or expenses of Borrowers or the Sonoma Trusts or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Borrowers or the Sonoma Trusts under this Agreement or the other Loan Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed and delivered as of the date first above written.

BORROWERS

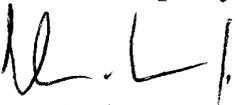
AFL TRUST I

By: WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as
Trustee

By: 
Name: **JOHN M. BEESON, JR.**
Title: **VICE PRESIDENT**

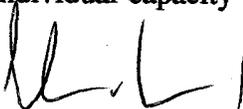
AFL TRUST II

By: WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as
Trustee

By: 
Name: **JOHN M. BEESON, JR.**
Title: **VICE PRESIDENT**

AFL TRUST III

By: WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as
Trustee

By: 
Name: **JOHN M. BEESON, JR.**
Title: **VICE PRESIDENT**

LENDER

GATX CAPITAL CORPORATION

By: Thomas C. Nord
Name: Thomas C. Nord
Title: Vice President

STATE OF DELAWARE)
) ss.
COUNTY OF NEW CASTLE)

Personally appeared before me, Susanne M. Gula, a Notary Public in and for said State and County, John M. Beeson, Jr., a Vice President of Wilmington Trust Company, a Delaware banking corporation, acting as trustee for each of AFL Trust I, AFL Trust II and AFL Trust III, each a Delaware business trust, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 24th day of February, 1998.

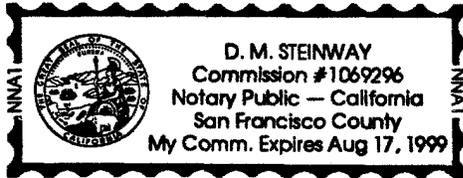
Susanne M. Gula (Seal)
Notary Public
My Commission Expires: November 21, 1999

SUSANNE M. GULA
NOTARY PUBLIC
My Commission Expires November 21, 1999

State of California)
)
County of San Francisco)

On March 5, 1998 before me, D. M. Steinway, Notary Public, personally appeared Thomas C. Nord, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



D. M. Steinway

Notary Public

SCHEDULE 1

ASSETS

LEASE OPERATIVE DOCUMENTS OF TRUST I

CONAGRA, INC. - 030-1801174-803

Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

Memorandum Dated as of January 27, 1993 of Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

Lease Schedule No. 803 Dated as of January 27, 1993 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc. Lessee

CONAGRA, INC. - 030-1801174-814

Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

Memorandum Dated as of September 29, 1995 of Master Equipment Lease Agreement Dated as of April 24, 1992 between Pitney Bowes Credit Corporation, Lessor, and ConAgra, Inc., Lessee - Addendum A Termination Values and Addendum B Stipulated Loss Values attached thereto

Lease Schedule No. 814 Dated as of September 29, 1995 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

CONAGRA, INC. - 030-1801174-815

Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

Memorandum Dated as of October 13, 1995 of Master Equipment Lease Agreement Dated as of April 24, 1992 between Pitney Bowes Credit Corporation, Lessor, and ConAgra, Inc., Lessee - Addendum A Termination Values and Addendum B Stipulated Loss Values attached thereto

Lease Schedule No. 815 Dated as of October 13, 1995 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc. Lessee

MONTELL U S A INC. - 030-7714769-801

Master Equipment Lease Agreement Dated as of September 14, 1993 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee

Lease Schedule No. 7714769-801 Dated as of September 14, 1993 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee

Assignment of Purchase Agreement Dated as of September 14, 1993, between Himont U.S.A., Inc., Assignor and Pitney Bowes Credit Corporation, Assignee and ACF, Inc., Seller

Guaranty Agreement Dated as of September 14, 1993 Between Himont U.S.A., Inc, Guarantor in favor of Pitney Bowes Credit Corporation, Assignee and ACF, Inc., Seller

Letter of Credit No. 2804 Dated as of September 30, 1993 Between Wilmington Trust Company in favor of Pitney Bowes Credit Corporation

Partial Termination and Release of Security Interest with regard to twenty-five (25) covered hopper cars with registration Numbers HP1X 93375-93399 executed as of July 22, 1994.

HUNTSMAN POLYPROPYLENE - 030-7717432-803

Master Equipment Lease Agreement No. 0057059 Dated as of September 18, 1992 Between Pitney Bowes Credit Corporation, Lessor and Eastman Kodak Company through its division Eastman Chemical Company, Lessee

Equipment Lease Schedule No. 803 and 803 to Master Equipment Lease Agreement Dated as of September 18, 1992 by and Between Pitney Bowes Credit Corporation, Lessor and Eastman Kodak Company, as Lessee

Assignment, Assumption and Amendment Agreement dated as of December 31, 1993 between Eastman Kodak Company, Assignor, Eastman Chemical Company, Assignee, and Pitney Bowes Credit Corporation

Guaranty Agreement Dated as of December 30, 1994 Between Huntsman Chemical Corporation, Guarantor in favor of Pitney Bowes Credit Corporation

Letter of Credit Agreement No. S-1536 Dated as of December 30, 1994 issued by West One Bank for the benefit of Pitney Bowes Credit Corporation

Credit Agreement Dated as of October 1, 1994 Between Huntsman Chemical Corporation, Borrower and West One Bank, Lender

Partial Assignment, Assumption and Amendment Agreement Dated as of December 30, 1994 Between Eastman Kodak Company, Assignor, Huntsman Polypropylene Corporation, Assignee and Pitney Bowes Credit Corporation

U S BORAX, INC. - 030-7745847-802

Master Equipment Lease Agreement No. 7715964 Dated as of June 6, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Memorandum of Master Equipment Lease Agreement Dated as of July 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee attaching and incorporating Lease Schedule No. 802 thereto

Lease Schedule No. 802 Dated as of July 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Letter of Credit Agreement Dated as of June 6, 1994 Between U.S. Borax, Inc., Customer and Pitney Bowes Credit Corporation

U S BORAX, INC. - 030-7745847-803

Master Equipment Lease Agreement No. 7715964 Dated as of June 6, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Memorandum of Master Equipment Lease Agreement Dated as of August 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee attaching and incorporating Lease Schedule No. 803 thereto

Lease Schedule No. 803 Dated as of August 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Letter of Credit Agreement Dated as of June 6, 1994 Between U.S. Borax, Inc., Customer and Pitney Bowes Credit Corporation

U S BORAX, INC. - 030-7745847-805

Master Equipment Lease Agreement No. 7715964 Dated as of June 6, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Memorandum of Master Equipment Lease Agreement Dated as of October 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee attaching and incorporating Lease Schedule No. 805 thereto

Lease Schedule No. 805 Dated as of October 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Letter of Credit Agreement Dated as of June 6, 1994 Between U.S. Borax, Inc., Customer and Pitney Bowes Credit Corporation

SOLVAY POLYMERS, INC. - 034-0050898-801

Master Equipment Lease Agreement Dated as of December 30, 1987 Between Pitney Bowes Credit Corporation, Lessor and Soltex Polymer Corporation, Lessee

Lease Schedule No. 801 Dated as of December 30, 1987 Between Pitney Bowes Credit Corporation, Lessor and Soltex Polymer Corporation, Lessee

Irrevocable Letter of Credit Dated as of December 24, 1987 (expiring December 30, 1988) Between Credit Lyonnais and Pitney Bowes Credit Corporation originally No. 871224IS114, then No. 89010SIS487

Letter Amendment to the Lease Dated as of November 24, 1992 in accordance with Section 27 thereof, to delete the Purchase Option granted in favor of Soltex Polymer Corporation and deleting Section 18 of the Lease and Item 7 in the related Lease Schedule

Letter of Credit Agreement Dated as of December 30, 1987 Between Credit Lyonnais and Pitney Bowes Credit Corporation

Letter Amendment dated April 28, 1988 to Master Lease Agreement No. 0050898 dated December 30, 1987.

Amendment No. 1 to Letter of Credit Dated as of January 7, 1991 Between Credit Lyonnais and Pitney Bowes Credit Corporation

Amendment No. 3 to Letter of Credit Dated as of July 15, 1991 Between Credit Lyonnais and Pitney Bowes Credit Corporation

Amendment No. 6 to Letter of Credit Dated as of December 29, 1992 Between Credit Lyonnais and Pitney Bowes Credit Corporation

Bill of Sale, Assignment and Assumption Agreement Dated as of December 30, 1994 Between Pitney Bowes Credit Corporation, Lessor and Colonial Pacific Leasing Corporation

B A S F CORP - 030-0045302-801

Master Equipment Lease Dated as of March 11, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee - Schedule B to Variable Rent Addendum to attached thereto

Lease Schedule No. 801 Dated as of March 28, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee with Schedule B - Schedule A

(Equipment List), Schedule B (Schedule of Stipulated Loss Value) and Schedule C (Schedule of Economic Termination Vales) attached thereto

Tax Indemnity Rider A to Lease Schedule No. 801 Dated as of March 28, 1988

B A S F CORP - 030-0045302-802

Master Equipment Lease Dated as of March 11, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee - Schedule B to Variable Rent Addendum to attached thereto

Lease Schedule No. 802 Dated as of May 20, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee with Schedule B - Schedule A (Equipment List), Schedule B (Schedule of Stipulated Loss Value) and Schedule C (Schedule of Economic Termination Vales) attached thereto

Tax Indemnity Rider A to Lease Schedule No. 802 Dated as of May 20, 1988

B A S F CORP - 030-0045302-805

Master Equipment Lease Dated as of March 11, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee - Schedule B to Variable Rent Addendum to attached thereto

Lease Schedule No. 805 Dated as of April 2, 1990 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee with Schedule B - Schedule A (Equipment List), Schedule B (Schedule of Stipulated Loss Value) and Schedule C (Schedule of Economic Termination Vales) attached thereto

Tax Indemnity Rider A to Lease Schedule No. 805 Dated as of April 2, 1990

First Ameddment Agreement to Master Equipment Lease Agreement Dated as of April 2, 1990 amending (but not limited to) Sections 3, 4, 19 20, 24, and Schedule B

B A S F CORP - 030-0045302-806

Master Equipment Lease Dated as of March 11, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee - Schedule B to Variable Rent Addendum to attached thereto

Lease Schedule No. 806 Dated as of April 2, 1990 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee with Schedule B - Schedule A (Equipment List), Schedule B (Schedule of Stipulated Loss Value) and Schedule C (Schedule of Economic Termination Vales) attached thereto

Tax Indemnity Rider A to Lease Schedule No. 806 Dated as of April 2, 1990

First Amendment Agreement to Master Equipment Lease Agreement Dated as of April 2, 1990 amending (but not limited to) Sections 3, 4, 19 20, 24, and Schedule B

B A S F CORP - 030-0045302-807

Master Equipment Lease Dated as of March 11, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee - Schedule B to Variable Rent Addendum to attached thereto

Lease Schedule No. 807 Dated as of May 21, 1990 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee with Schedule B - Schedule A (Equipment List), Schedule B (Schedule of Stipulated Loss Value) and Schedule C (Schedule of Economic Termination Vales) attached thereto

Tax Indemnity Rider A to Lease Schedule No. 807 Dated as of May 21, 1990.

First Amendment Agreement to Master Equipment Lease Agreement Dated as of April 2, 1990 amending (but not limited to) Sections 3, 4, 19 20, 24, and Schedule B

B A S F CORP - 030-0045302-808

Master Equipment Lease Dated as of March 11, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee - Schedule B to Variable Rent Addendum to attached thereto

Lease Schedule No. 808 Dated as of May 6, 1992 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee with Schedule B - Schedule A (Equipment List), Schedule B (Schedule of Stipulated Loss Value) and Schedule C (Schedule of Economic Termination Vales) attached thereto

Tax Indemnity Rider A to Lease Schedule No. 808 Dated as of May 6, 1992

Second Amendment Agreement to Master Equipment Lease Agreement Dated as of May 6, 1992 amending (but not limited to) Sections 3, 4 and 19

MINNESOTA CORN - 030-7715030-807

Master Equipment Lease Dated as of November 30, 1993, Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee - Addendum A-Stipulated Loss Value Schedule & Termination Value Table attached thereto

Lease Schedule No. 807 Dated as of June 28, 1994 Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee - Addendum A-Stipulated Loss Value Schedule & Termination Value Table attached thereto

Memorandum of Master Equipment Lease Agreement Dated as of June 28, 1994 Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee

Corporation, Lessee - Schedule included Annex II - Casualty Values and Annex III - Early Termination Values attached thereto

CSX TRANSPORTATION - 030-1801158-801

New Lease of Railroad Equipment Dated as of April 1, 1983 Between Seaboard System Railroad, Inc. (formerly named Seaboard Coast Line Railroad Company), Lessee, and United States Trust Company of New York, Owner Trustee, under a Trust Agreement Dated as of September 1, 1974, with General Electric Credit Corporation, Owner

Extended Lease of Railroad Equipment Dated as of March 31, 1989 Between CSX Transportation, Inc., Successor Lessee, and General Electric Railcar Services Corporation, Successor Owner.

Refurbishment Lease Dated as of March 31, 1989 Between CSX Transportation, Inc., Lessee, and General Electric Railcar Services, Lessor

Termination of Trust Agreement Dated as of April, 1990 Between General Electric Railcar Services Corporation, Owner, and United States Trust Company of New York, Owner-Trustee

Bill of Sale and Assignment of Lease Dated as of May 4, 1990 Between United States Trust Company of New York, Owner-Trustee, and General Electric Railcar Services Corporation, Owner

Purchase and Sales Agreement Dated as of December 30, 1991 Between Pitney Bowes Credit Corporation, Buyer, and General Electric Railcar Leasing Services Corporation, Seller

Management and Option Agreement Dated as of December 31, 1991 Between General Electric Railcar Leasing Services and Pitney Bowes Credit Corporation.

Assignment and Assumption Agreement Dated as of December 31, 1991 Between General Electric Railcar Leasing, Assignor and Pitney Bowes Credit Corporation, Assignee.

EQUIPMENT SCHEDULE

TRUST I

Lease Number: 030-1801174-803
Lessee Name: ConAgra, Inc.
Lessee Address: One ConAgra Drive
Omaha, NE 68102
Attn: Sr. V.P. Finance

Rec. No. 17892

Equipment Description:
Number of Cars 1
Description Used 1979 Tracmobile Rail Car Mover Model 9TM s/n 9974
Manufacturer
Year Built 1979
Casualties None
Cars Remaining 1

Equipment Lease Specifications Sheet

Lease Number: 030-1801174-814
Lessee Name: ConAgra, Inc.
Lessee Address: One ConAgra Drive
Omaha, NE 68102
Attn: Sr. V.P. Finance

Rec. No. 17892

Equipment Description:
Number of Cars 1
Description New Trackmobile, Model 4300TM, s/n N96739-0895
Manufacturer
Year Built 1992
Casualties None
Cars Remaining 1

Equipment Lease Specifications Sheet

Lease Number: 030-1801174-815
Lessee Name: ConAgra, Inc.
Lessee Address: One ConAgra Drive
Omaha, NE 68102
Attn: Sr. V.P. Finance

Rec. No. 17892

Equipment Description:
Number of Cars 1
Description Used Rebuilt Trackmobile, Model 5TM, s/n 51466.
Manufacturer
Year Built Rebuilt: 1995
Casualties None
Cars Remaining 1

Equipment Lease Specifications Sheet

Lease Number: 030-7714769-801
 Lessee Name: Montell USA, Inc. (f/k/a Himont USA, Inc.)
 Lessee Address: 3 Little Falls Centre
 2901 Centerville Road
 Wilmington, DE 19808
 Attn: Manager of Transportation & Equipment

Rec. No. 18415

Equipment Description:
 Number of Units 375
 Description 5800 cu. ft., covered rail hopper cars, registration

Car Markings HPIX 93000-93374
 Manufacturer ACF, Inc.
 Year Built 1993
 Casualties none
 Cars Remaining 375

Equipment Lease Specifications Sheet

Lease Number: 030-7717432-803
 Lessee Name: Huntsman Chemical Corporation
 Lessee Address: Huntsman Polypropylene Corporation
 Mantua Grove Road
 P.O. Box 700
 Woodbury, New Jersey 08096
 Attn: Controller

Rec. No. 17942

Equipment Description:
 Number of Units 170
 Description 5800 cu.ft. covered Hopper Cars
 Car Markings 058500HC, 503-507, 509-512, 514-518, 520-522, 524-535, 537, 538, 540, 542-544, 546-549, 552-556, 558-563, 565-572, 574-576, 578-600, 602-609, 611-614, 616-631, 633-640, 642-646, 648-661, 663-676, 678, 680-693, 695

Manufacturer Thrall Industries
 Year Built 1992
 Casualties none
 Cars Remaining 170

Equipment Lease Specifications Sheet

Lease Number: 030-7745847-802
Lessee Name: US Borax, Inc.
Lessee Address: 26877 Tourney Road
Valencia, CA 91380 **Rec. No. 18847**

Equipment Description:
Number of Cars 10
Description 4,750 cubic foot capacity covered hopper cars
Car Markings BORX 40029, 103, 116-118, 120, 121, 123, 128, 130
Manufacturer Trinity Industries, Inc.
Year Built 1994
Casualties none
Cars Remaining 10

Equipment Lease Specifications Sheet

Lease Number: 030-7745847-803
Lessee Name: US Borax, Inc.
Lessee Address: 26877 Tourney Road
Valencia, CA 91380 **Rec. No. 18847**

Equipment Description:
Number of Cars 40
Description 4,750 cubic foot capacity covered hopper cars
Car Markings BORX 400031, 37, 38, 42, 46, 50, 55, 56, 59, 68, 69,
72, 76-80, 87, 90, 95, 97, 106, 131-133, 135-139, 143,
145-152, 154
Manufacturer Trinity Industries, Inc.
Year Built 1994
Casualties none
Cars Remaining 40

Equipment Lease Specifications Sheet

Lease Number: 030-7745847-805
Lessee Name: US Borax, Inc.
Lessee Address: 26877 Tourney Road
Valencia, CA 91380 **Rec. No. 18847**

Equipment Description:
Number of Cars 11
Description 4,750 cubic foot capacity covered hopper cars
Car Markings BORX 400051, 60, 63, 82, 92, 83, 94, 99, 141, 142,
155
Manufacturer Trinity Industries, Inc.
Year Built 1994
Casualties none
Cars Remaining 11

Equipment Lease Specifications Sheet

Lease Number: 034-0050898-801
Lessee Name: Solvay Polymers, Inc. **Rec. No. 15460**
(f/k/a Soltex Polymer Corporation)
Lessee Address: 3333 Richmond Avenue
Houston, Texas 77098
Attn: General Counsel

Equipment Description:
Number of Cars 79
Description 5800 cf center flow Covered Hopper Railcars
Car Markings ELTX 1400-1478
Manufacturer ACF
Year Built 1987
Casualties 1 (ELTX 1425)
Cars Remaining 78

Equipment Lease Specifications Sheet

Lease Number: 030-0045302-801
Lessee Name: BASF Corporation **Rec. No. 15620**
Lessee Address: 100 Cherry Hill Road
Parsippany, NJ 07054
Attn: Manager Rail & Marine Operations

Equipment Description:
Number of Cars 4
Description Tank Cars--23,834 Gallon Shell Capacity 108" I.D.
DOT 111A60ALW1 Aluminum Rail Road
Car Markings DBCX 457, 458, 460, 461
Manufacturer Trinity Industries, Inc.
Year Built 1988
Casualties none
Cars Remaining: 4

Equipment Lease Specifications Sheet

Lease Number: 030-0045302-802
Lessee Name: BASF Corporation **Rec. No. 15620**
Lessee Address: 100 Cherry Hill Road
Parsippany, NJ 07054
Attn: Manager Rail & Marine Operations

Equipment Description:
Number of Cars 7
Description Tank Cars--23,834 Gallon Shell Capacity 108" I.D.
DOT 111A60ALW1 Aluminum Rail Road
Car Markings DBCX 459, 462, 463, 464, 467, 469, 471
Manufacturer Trinity Industries, Inc.
Year Built 1988
Casualties None
Cars Remaining 7

Equipment Lease Specifications Sheet

Lease Number: 030-0045302-805
 Lessee Name: BASF Corporation **Rec. No. 15620**
 Lessee Address: 100 Cherry Hill Road
 Parsippany, NJ 07054
 Attn: Manager Rail & Marine Operations

Equipment Description:
 Number of Cars 13
 Description Tank Cars--20,000 Gallons Insulated, Exterior Coiled
 7/16" plate w/ top & bottom unloading,
 DOT 111A100W3
 Car Markings DBCX 803-805, 807, 813, 815, 818, 827, 829, 831,
 833, 834, 846
 Manufacturer Union Tank Car Company
 Year Built 1990
 Casualties none
 Cars Remaining 13

Equipment Lease Specifications Sheet

Lease Number: 030-0045302-806
 Lessee Name: BASF Corporation **Rec. No. 15620**
 Lessee Address: 100 Cherry Hill Road
 Parsippany, NJ 07054
 Attn: Manager Rail & Marine Operations

Equipment Description:
 Number of Cars 52
 Description Tank Cars--20,000 Gallons Insulated, Exterior Coiled
 7/16" plate w/ top & bottom unloading,
 DOT 111A100W3
 Car Markings DBCX 800-802, 806, 812, 811, 814, 817, 819-824,
 826, 830, 832, 835-843, 845, 847, 849-851, 853-855,
 857, 858, 861, 864, 865, 868-870, 872-877, 880, 881,
 883, 887,
 Manufacturer Union Tank Car Company
 Year Built 1990
 Casualties none
 Cars Remaining 52

Equipment Lease Specifications Sheet

Lease Number: 030-0045302-807
Lessee Name: BASF Corporation **Rec. No. 15620**
Lessee Address: 100 Cherry Hill Road
Parsippany, NJ 07054
Attn: Manager Rail & Marine Operations

Equipment Description:
Number of Cars 33
Description Tank Cars--20,000 Gallons Insulated, Exterior Coiled
7/16" plate w/ top & bottom unloading,
DOT 111A100W3
Car Markings DBCX 808-810, 816, 825, 828, 844, 848, 852, 856,
859, 860, 862, 863, 866, 867, 871, 878, 879, 882, 884-
886, 888-897
Manufacturer Union Tank Car Company
Year Built 1990
Casualties none
Cars Remaining 33

Equipment Lease Specifications Sheet

Lease Number: 030-0045302-808
Lessee Name: BASF Corporation **Rec. No. 15620**
Lessee Address: 100 Cherry Hill Road
Parsippany, NJ 07054
Attn: Manager Rail & Marine Operations

Equipment Description:
Number of Cars 20
Description Tank Cars--23,589 Gallons Insulated, Coiled, 4"
fiberglass insulation, carbon steel construction, Grade
A516-70, 7/16" plate w/ top & bottom unloading,
DOT 111A100W1
Car Markings DBCX 900-919
Manufacturer Trinity Industries, Inc.
Year Built 1992
Casualties None
Cars Remaining 20

Equipment Lease Specifications Sheet

Lease Number: 030-7715030-807
Lessee Name: Minnesota Corn Processors Rec. No. 18509
Lessee Address: 901 North Highway 59
Marshall MN 56258

Equipment Description:
Number of Cars 14
Description 30143 WG, 119-3/8 ID, NC & NI DOT111A100W1
Railroad Tankcars
Car Markings AMIX 300050-56, 58-61, 64, 65, 71
Manufacturer Trinity Industries, Inc.
Year Built 1994
Number of Cars 1 (AMIX 300046)
Description: 100 Ton Roller Bearing 30,000 Gallon NC/NI Tank Car
Cars Remaining 15

Equipment Lease Specifications Sheet

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Equipment Lease Specifications Sheet

Lease Number:	030-1801158-801	
Lessee Name:	CSX Transportation, Inc.	Rec. No. 14097
Lessee Address:	100 N. Charles Street Baltimore, MD 20201 Attn: Vice President-Treasurer (Equipment Unit)	
Equipment Description:		
Number of Cars	938 (upon PBCC's purchase at December 31, 1991)	
Description	70 Plate B Ton 50'6", single door, rigid underframe general service boxcars	
Car Markings	See Attached	
Manufacturer	-	
Year Built	Before 9/1/74; refurbished approx. 3/31/89	
Casualties	29	
Cars Remaining	909	

INIT	NUMBER	INIT	NUMBER	INIT	NUMBER
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1	CSXT 129700	314	CSXT 130043	627	CSXT 130368
2	CSXT 129701	315	CSXT 130044	628	CSXT 130369
3	CSXT 129702	316	CSXT 130045	629	CSXT 130370
4	CSXT 129703	317	CSXT 130046	630	CSXT 130371
5	CSXT 129704	318	CSXT 130047	631	CSXT 130372
6	CSXT 129705	319	CSXT 130048	632	CSXT 130373
7	CSXT 129706	320	CSXT 130049	633	CSXT 130374
8	CSXT 129707	321	CSXT 130050	634	CSXT 130375
9	CSXT 129708	322 CSXT 130051 cas		635	CSXT 130376
10	CSXT 129710	323	CSXT 130052	636	CSXT 130377
11	CSXT 129712	324	CSXT 130053	637	CSXT 130378
12	CSXT 129713	325	CSXT 130054	638	CSXT 130379
13	CSXT 129714	326	CSXT 130055	639	CSXT 130380
14	CSXT 129715	327	CSXT 130056	640	CSXT 130381
15	CSXT 129716	328	CSXT 130057	641	CSXT 130382
16	CSXT 129717	329	CSXT 130058	642	CSXT 130383
17	CSXT 129718	330	CSXT 130059	643	CSXT 130384
18	CSXT 129719	331	CSXT 130060	644	CSXT 130385
19	CSXT 129720	332	CSXT 130062	645	CSXT 130386
20	CSXT 129721	333	CSXT 130063	646	CSXT 130387
21	CSXT 129722	334	CSXT 130065	647	CSXT 130388
22	CSXT 129723	335	CSXT 130066	648	CSXT 130389
23	CSXT 129724	336	CSXT 130067	649	CSXT 130391
24	CSXT 129725	337	CSXT 130068	650	CSXT 130392
25	CSXT 129726	338 CSXT 130069 cas		651	CSXT 130393
26	CSXT 129727	339	CSXT 130071	652	CSXT 130394
27	CSXT 129728	340	CSXT 130072	653	CSXT 130395
28	CSXT 129729	341	CSXT 130073	654	CSXT 130396
29	CSXT 129730	342	CSXT 130074	655	CSXT 130397
30	CSXT 129731	343	CSXT 130075	656	CSXT 130398
31	CSXT 129732	344	CSXT 130076	657	CSXT 130399
32	CSXT 129733	345	CSXT 130077	658	CSXT 130400
33	CSXT 129734	346	CSXT 130078	659	CSXT 130401
34	CSXT 129735	347	CSXT 130079	660	CSXT 130402
35	CSXT 129736	348	CSXT 130080	661	CSXT 130403
36	CSXT 129737	349	CSXT 130081	662	CSXT 130404
37	CSXT 129738	350	CSXT 130082	663	CSXT 130405
38	CSXT 129739	351	CSXT 130083	664	CSXT 130406
39	CSXT 129740	352	CSXT 130084	665	CSXT 130407
40	CSXT 129741	353	CSXT 130085	666	CSXT 130408
41	CSXT 129742	354	CSXT 130086	667	CSXT 130409
42	CSXT 129744	355	CSXT 130087	668	CSXT 130410
43	CSXT 129745	356	CSXT 130088	669	CSXT 130411
44	CSXT 129746	357	CSXT 130089	670	CSXT 130412
45	CSXT 129747	358	CSXT 130091	671	CSXT 130413
46	CSXT 129748	359	CSXT 130092	672	CSXT 130414
47	CSXT 129749	360	CSXT 130093	673	CSXT 130415
48	CSXT 129750 cas	361	CSXT 130094	674	CSXT 130417
49	CSXT 129751	362	CSXT 130095	675	CSXT 130418
50	CSXT 129752	363	CSXT 130096	676	CSXT 130419
51	CSXT 129753	364	CSXT 130097	677	CSXT 130420
52	CSXT 129755	365	CSXT 130098	678	CSXT 130421
53	CSXT 129757	366	CSXT 130099	679	CSXT 130422
54	CSXT 129759 cas	367	CSXT 130100	680	CSXT 130423
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57	CSXT 129763	370	CSXT 130103	683	CSXT 130426
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 382 CSXT 130115
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 390 CSXT 130123
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120 CSXT 129832	433 CSXT 130167	746 CSXT 130493 <i>cas</i>
121 CSXT 129833	434 CSXT 130168	747 CSXT 130494
122 CSXT 129834	435 CSXT 130169	748 CSXT 130495
123 CSXT 129835	436 CSXT 130170	749 CSXT 130497
124 CSXT 129836	437 CSXT 130171	750 CSXT 130498
125 CSXT 129837	438 CSXT 130172	751 CSXT 130499
126 CSXT 129838	439 CSXT 130173	752 CSXT 130500
127 CSXT 129839	440 CSXT 130174	753 CSXT 130501
128 CSXT 129840	441 CSXT 130175	754 CSXT 130502
129 CSXT 129841	442 CSXT 130176	755 CSXT 130503 <i>ca</i>
130 CSXT 129842	443 CSXT 130177	756 CSXT 130505
131 CSXT 129843	444 CSXT 130178	757 CSXT 130507
132 CSXT 129844 <i>cas</i>	445 CSXT 130179	758 CSXT 130508
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134 CSXT 129846	447 CSXT 130181	760 CSXT 130510
135 CSXT 129847	448 CSXT 130182	761 CSXT 130511
136 CSXT 129848	449 CSXT 130183	762 CSXT 130512
137 CSXT 129849	450 CSXT 130184	763 CSXT 130513
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141 CSXT 129853	454 CSXT 130188	767 CSXT 130517
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146 CSXT 129858	459 CSXT 130194	772 CSXT 130523
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153 CSXT 129866	466 CSXT 130201	779 CSXT 130530
154 CSXT 129867	467 CSXT 130202	780 CSXT 130531
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157 CSXT 129870	470 CSXT 130205	783 CSXT 130534
158 CSXT 129871	471 CSXT 130206	784 CSXT 130535
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162 CSXT 129875	475 CSXT 130210	788 CSXT 130539
163 CSXT 129876	476 CSXT 130211	789 CSXT 130540
164 CSXT 129878	477 CSXT 130212	790 CSXT 130541
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169 CSXT 129883	482 CSXT 130218	795 CSXT 130546 <i>cas</i>
170 CSXT 129884	483 CSXT 130219	796 CSXT 130547
171 CSXT 129885	484 CSXT 130221	797 CSXT 130548
172 CSXT 129886	485 CSXT 130222	798 CSXT 130549
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174 CSXT 129888 <i>incont</i>	487 CSXT 130223	800 CSXT 130551
175 CSXT 129889	488 CSXT 130224	801 CSXT 130552
176 CSXT 129891	489 CSXT 130225	802 CSXT 130553
177 CSXT 129892	490 CSXT 130226	803 CSXT 130554
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180 CSXT 129895	493 CSXT 130230	806 CSXT 130557
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182 CSXT 129897	495 CSXT 130232	808 CSXT 130560
183 CSXT 129898	496 CSXT 130233	809 CSXT 130562
184 CSXT 129899	497 CSXT 130234	810 CSXT 130563
185 CSXT 129900	498 CSXT 130235	811 CSXT 130564
186 CSXT 129901	499 CSXT 130236	812 CSXT 130565
187 CSXT 129903	500 CSXT 130237	813 CSXT 130566
188 CSXT 129905	501 CSXT 130238	814 CSXT 130567
189 CSXT 129906	502 CSXT 130240	815 CSXT 130568
190 CSXT 129907 <i>cas</i>	503 CSXT 130241	816 CSXT 130569
191 CSXT 129908	504 CSXT 130242	817 CSXT 130570
192 CSXT 129909	505 CSXT 130243	818 CSXT 130571
193 CSXT 129911 <i>cas</i>	506 CSXT 130244	819 CSXT 130572
194 CSXT 129912	507 CSXT 130246	820 CSXT 130573
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198 CSXT 129916	511 CSXT 130250	824 CSXT 130577
199 CSXT 129917	512 CSXT 130251	825 CSXT 130578
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201 CSXT 129920	514 CSXT 130253	827 CSXT 130580
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203 CSXT 129922	516 CSXT 130255	829 CSXT 130582 <i>cas</i>
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205 CSXT 129924	518 CSXT 130257	831 CSXT 130584
206 CSXT 129925	519 CSXT 130258	832 CSXT 130585
207 CSXT 129927	520 CSXT 130259	833 CSXT 130586
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235 CSXT 129960	548 CSXT 130287	861 CSXT 130616
236 CSXT 129961	549 CSXT 130288	862 CSXT 130618
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238 CSXT 129963	551 CSXT 130290	864 CSXT 130620

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240 CSXT	129965	553 CSXT	130292	866 CSXT	130622
241 CSXT	129966	554 CSXT	130293	867 CSXT	130623
242 CSXT	129967	555 CSXT	130294	868 CSXT	130624
243 CSXT	129968	556 CSXT	130295	869 CSXT	130625
244 CSXT	129969	557 CSXT	130296	870 CSXT	130626
245 CSXT	129970	558 CSXT	130297	871 CSXT	130628
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249 CSXT	129974	562 CSXT	130301	875 CSXT	130632 <i>cas</i>
250 CSXT	129975	563 CSXT	130302	876 CSXT	130633
251 CSXT	129976	564 CSXT	130303	877 CSXT	130634
252 CSXT	129977 <i>cas</i>	565 CSXT	130304	878 CSXT	130635
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255 CSXT	129980	568 CSXT	130307	881 CSXT	130638
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262 CSXT	129987	575 CSXT	130314	888 CSXT	130646
263 CSXT	129988	576 CSXT	130315	889 CSXT	130647
264 CSXT	129989 <i>cas</i>	577 CSXT	130316	890 CSXT	130648 <i>cas</i>
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266 CSXT	129991	579 CSXT	130318	892 CSXT	130651
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271 CSXT	129996	584 CSXT	130323	897 CSXT	130656
272 CSXT	129997	585 CSXT	130324	898 CSXT	130657
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275 CSXT	130000	588 CSXT	130327	901 CSXT	130660
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286 CSXT	130012	599 CSXT	130339	912 CSXT	130672
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288 CSXT	130014	601 CSXT	130341	914 CSXT	130675
289 CSXT	130015	602 CSXT	130342 <i>nc</i>	915 CSXT	130676
290 CSXT	130017	603 CSXT	130343 <i>cas</i>	916 CSXT	130677
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296 CSXT	130024	609 CSXT	130350	922 CSXT	130683
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130648
130658
130693

CSX Transportation, Inc.
Lease No. 030-1801158-801
List of Casualties

LEASE OPERATIVE DOCUMENTS OF TRUST II

SOLVAY POLYMERS, INC. - 030-0051367-801

Master Equipment Lease Agreement Dated as of May 2, 1988 Between Pitney Bowes Credit Corporation, Lessor and Soltex Polymer Corporation, Lessee

Lease Schedule No. 801 Dated as of May 2, 1988 Between Pitney Bowes Credit Corporation, Lessor and Soltex Polymer Corporation - Addendum "B" Stipulated Loss Value attached thereto

Letter Amendment to Master Equipment Lease Agreement Dated as of May 2, 1988 Between Pitney Bowes Credit Corporation, Lessor and Soltex Polymer Corporation Dated as of November 24, 1992

Letter of Credit Agreement Dated as of May 2, 1988 Between Soltex Polymer Corporation and Pitney Bowes Credit Corporation

Amendment #1 to Letter of Credit, dated July 21, 1990

Amendment #3 to Letter of Credit, dated May 19, 1990

Amendment #4 to Letter of Credit, dated April 12, 1990

Amendment #9 to Letter of Credit, dated June 11, 1991

Amendment #11 to Letter of Credit, dated July 15, 1991

Amendment #18 to Letter of Credit, dated April 23, 1992

Amendment #19 to Letter of Credit, dated April 30, 1992

SOLVAY POLYMERS, INC. - 030-0051367-802

Master Equipment Lease Agreement Dated as of May 2, 1988 Between Pitney Bowes Credit Corporation, Lessor and Soltex Polymer Corporation, Lessee

Lease Schedule No. 802 Dated as of May 2, 1988 Between Pitney Bowes Credit Corporation, Lessor and Soltex Polymer Corporation, Lessee - Addendum "B" Stipulated Loss Value attached thereto

Letter Amendment to Master Equipment Lease Agreement Dated as of November 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and Soltex Polymer Corporation, Lessee

Letter of Credit Agreement Dated as of May 2, 1988 Between Soltex Polymer Corporation and Pitney Bowes Credit Corporation

SOLVAY POLYMERS, INC. - 030-0051367-803

Master Equipment Lease Agreement Dated as of May 2, 1988 Between Pitney Bowes Credit Corporation, Lessor and Soltex Polymer Corporation, Lessee

Lease Schedule No. 803 Dated as of May 2, 1988 Between Pitney Bowes Credit Corporation, Lessor and Soltex Polymer Corporation - Addendum "B" Stipulated Loss Value attached thereto

Letter Amendment to Master Equipment Lease Agreement Dated as of November 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and Soltex Polymer Corporation

Letter of Credit Agreement Dated as of May 2, 1988 Between Soltex Polymer Corporation and Pitney Bowes Credit Corporation

MONTELL (HIMONT) U S A INC. - 030-0054437-801

Master Equipment Lease Agreement Dated as of June 9, 1989 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee - Exhibit "A" Purchase Option and Renewal Option attached thereto

Lease Schedule No. 801 Dated as of June 9, 1989 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee - Schedule "A" Equipment List, & Addendum "A" Stipulated Loss Value attached thereto

MONTELL (HIMONT) U S A INC. - 030-0054437-802

Master Equipment Lease Agreement Dated as of June 9, 1989 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee - Exhibit "A" Purchase Option and Renewal Option attached thereto

Lease Schedule No. 802 Dated as of June 30, 1989 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Lessee - Schedule "A" Equipment List, & Addendum "A" Stipulated Loss Value attached thereto

MONTELL (HIMONT) U S A INC. - 030-0054437-803

Master Equipment Lease Agreement Dated as of June 9, 1989 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee

Lease Schedule No. 803 Dated as of July 31, 1989 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Lessee

TRINITY INDUSTRIES - 030-0063628-801

Railroad Car Lease Agreement Dated as of March 19, 1984 Between Trinity Industries Leasing Company, Lessor and Chevron, USA, Inc., Lessee

Rider Three (3) to Railroad Car Lease Agreement Dated as of April 29, 1991 Between Trinity Industries Leasing Company, Lessor and Chevron, USA, Inc., Lessee as part of the Railroad Car Lease Agreement Dated as of March 19, 1984 Between Trinity Industries Leasing Company, Lessor and Chevron, USA, Inc., Lessee

Railroad Equipment Lease Dated as of December 31, 1991 Between Trinity Industries Leasing Company, Lessee and Pitney Bowes Credit Corporation, Lessor

Amendment No. 1 to Railroad Equipment Lease Dated as of October 26, 1994 Between Pitney Bowes Credit Corporation, Lessor and Trinity Industries Leasing Company, Lessee

Railroad Equipment Lease Supplement Dated as of October 26, 1994 Pitney Bowes Credit Corporation, Lessor and Trinity Industries Leasing Company, Lessee

Acceptance Certificate No. 1 to Railroad Equipment Lease No. 1 executed and delivered by Pitney Bowes Credit Corporation, Lessor and Trinity Industries Leasing Company, Lessee

CONSOLIDATION COAL - 030-0069682-803

Master Equipment Lease Agreement Dated as of February 9, 1990 Between Pitney Bowes Credit Corporation, Lessor and Consolidation Coal Company, Lessee

First Amendment to Purchase Agreement Dated as of February 7, 1990 Between Union Electric Company, Purchaser and Trinity Industries, Inc., Seller

Agreement of Assignment Dated as of February 7, 1990, Between Union Electric Company, Assignor and Consolidation Coal Company, Assignee

Consent and Agreement Dated as of February 7, 1990 Between Trinity Industries, Inc. and Union Electric Company

Agreement of Assignment Dated as of February 7, 1990, Between Consolidation Coal Company, Assignor and Pitney Bowes Credit Corporation, Assignee

Consent and Agreement Dated as of February 7, 1990 Between Trinity Industries, Inc., Consolidation Coal Company and Pitney Bowes Credit Corporation

Marketing and Residual Sharing Agreement Dated as of May 21, 1990 Between Residual Based Finance Corporation and Pitney Bowes Credit Corporation

Lease Schedule No. 803 Dated as of April 20, 1990 Between Pitney Bowes Credit Corporation, Lessor and Consolidation Coal Company, Lessee

CONAGRA, INC. - 030-1801174-801

Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

Assignment of Purchase Agreement Dated as of April 24, 1992 Between ConAgra, Inc., Assignor Pitney Bowes Credit Corporation, Assignee and Trinity Industries, Inc. Seller

Agreement of Assignment Dated as of April 24, 1992 Between ConAgra, Inc., Assignor and Pitney Bowes Credit Corporation, Assignee

Sublease Rider to Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee.

Lease Schedule No. 801 Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

CONAGRA, INC. - 030-1801174-802

Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

Memorandum dated July 13, 1992 of Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee.

Lease Schedule No. 802 dated July 13, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc. Lessee

CONAGRA, INC. - 030-1801174-804

Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

Memorandum Dated as of December 29, 1994 of Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

Lease Schedule No. 804 Dated as of December 29, 1994 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc. Lessee

NATIONAL STARCH - 030-7719040-801

Master Equipment Lease Agreement Dated as of November 16, 1995 Between Pitney Bowes Credit Corporation, Lessor and National Starch and Chemical Company, a division of INDOPCO, Inc., Lessee

Lease Schedule No. 801 Dated as of November 30, 1995 Between Pitney Bowes Credit Corporation, Lessor and National Starch and Chemical Company, a division of INDOPCO, Inc., Lessee

NATIONAL STARCH - 030-7719040-802

Master Equipment Lease Agreement Dated as of November 16, 1995 Between Pitney Bowes Credit Corporation, Lessor and National Starch and Chemical Company, a division of INDOPCO, Inc., Lessee

Lease Schedule No. 802 Dated as of December 29, 1995 Between Pitney Bowes Credit Corporation, Lessor and National Starch and Chemical Company, a division of INDOPCO, Inc., Lessee

U S BORAX, INC. - 030-7745847-801

Master Equipment Lease Agreement No. 7715964 Dated as of June 6, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Memorandum of Master Equipment Lease Agreement Dated as of June 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee attaching and incorporating Lease Schedule No. 801 thereto

Lease Schedule No. 801 Dated as of June 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Letter of Credit Agreement Dated as of June 6, 1994 Between U.S. Borax, Inc., Customer and Pitney Bowes Credit Corporation

U S BORAX, INC. - 030-7745847-804

Master Equipment Lease Agreement No. 7715964 Dated as of June 6, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Memorandum of Master Equipment Lease Agreement Dated as of September 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee attaching and incorporating Lease Schedule No. 804 thereto

Lease Schedule No. 804 Dated as of September 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Letter of Credit Agreement Dated as of June 6, 1994 Between U.S. Borax, Inc., Customer and Pitney Bowes Credit Corporation

U S BORAX, INC. - 030-7745847-806

Master Equipment Lease Agreement No. 7715964 Dated as of June 6, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Memorandum of Master Equipment Lease Agreement Dated as of November 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee attaching and incorporating Lease Schedule No. 806 thereto

Lease Schedule No. 806 Dated as of November 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and U.S. Borax, Inc., Lessee

Letter of Credit Agreement Dated as of June 6, 1994 Between U.S. Borax, Inc., Customer and Pitney Bowes Credit Corporation

MONTELL (HIMONT) USA INC. - 034-0056680-802 (a.k.a. 034-0046680-802)
Master Equipment Lease Agreement Dated as of June 9, 1988 Between Pitney Bowes Credit Corporation (Lessor) and Himont U.S.A., Inc., as amended by that certain Amendment Agreement dated as of September 26, 1997 between Montell USA Inc. and Pitney Bowes Credit Corporation, together with exhibits thereto

Lease Schedule No. 802 September 27, 1988 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee - Schedule A Equipment List, Addendum B Stipulated Loss Value attached thereto

MONTELL (HIMONT) USA INC. - 034-0056680-803 (a.k.a. 034-0046680-803)
Master Equipment Lease Agreement Dated as of June 9, 1988 Between Pitney Bowes Credit Corporation (Lessor) and Himont U.S.A., Inc., as amended by that certain Amendment Agreement dated as of September 26, 1997 between Montell USA Inc. and Pitney Bowes Credit Corporation, together with exhibits thereto

Lease Schedule No. 803 Dated as of October 7, 1988 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee - Schedule A Equipment List, Addendum B Stipulated Loss Value attached thereto

MONTELL (HIMONT) USA INC. - 034-0056680-805 (a.k.a. 034-0046680-805)
Master Equipment Lease Agreement Dated as of June 9, 1988 Between Pitney Bowes Credit Corporation (Lessor) and Himont U.S.A., Inc., as amended by that certain Amendment Agreement dated as of September 26, 1997 between Montell USA Inc. and Pitney Bowes Credit Corporation, together with exhibits thereto

Lease Schedule No. 805 Dated as of October 31, 1988 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee - Schedule A Equipment List, Addendum B Stipulated Loss Value attached thereto

B A S F CORP - 030-0045302-803

Master Equipment Lease Dated as of March 11, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee - Schedule B to Variable Rent Addendum to attached thereto

Lease Schedule No. 803 Dated as of August 8, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee with Schedule B - Schedule A (Equipment List), Schedule B (Schedule of Stipulated Loss Value) and Schedule C (Schedule of Economic Termination Vales) attached thereto

Tax Indemnity Rider A to Lease Schedule No. 803 Dated as of August 8, 1988

Letter Agreement to Lease Schedule No. 803 Dated as of September 2, 1988 amending Section 3 (Term), Section 4 (Rental Payments), Schedule B (Variable Rent Addendum to Master Lease Agreement) of the Master Equipment Lease Agreement

B A S F CORP - 030-0045302-804

Master Equipment Lease Dated as of March 11, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee - Schedule B to Variable Rent Addendum to attached thereto

Lease Schedule No. 804 Dated as of September 29, 1988 Between Pitney Bowes Credit Corporation, Lessor and BASF Corporation, Lessee with Schedule B - Schedule A (Equipment List), Schedule B (Schedule of Stipulated Loss Value) and Schedule C (Schedule of Economic Termination Vales) attached thereto

Tax Indemnity Rider A to Lease Schedule No. 804 Dated as of September 29, 1988

Letter Agreement to Lease Schedule No. 804 Dated as of September 16, 1988 amending Section 3 (Term), Section 4 (Rental Payments), Schedule B (Variable Rent Addendum to Master Lease Agreement) of the Master Equipment Lease Agreement

RHONE-POULENC, INC - 030-0056135-805

Master Equipment Lease Dated as of September 24, 1990 Between Pitney Bowes Credit Corporation, Lessor and Rhone-Poulenc, Inc, Lessee

Lease Schedule No. 805 Dated as of December 26, 1990 Between Pitney Bowes Credit Corporation, Lessor and Rhone-Poulenc, Inc., Lessee - Schedule A Equipment List, Addendum B Stipulated Loss Value attached thereto

SAN MANUEL ARIZONA - 030-0063842-802

Master Equipment Lease Agreement Dated as of December 3, 1992 Between Pitney Bowes Credit Corporation, Lessor and Magma Copper Company, Lessee

Lease Addendum No. 1 Dated as of April 9, 1996 Between Pitney Bowes Credit Corporation, Lessor and BHP Copper Inc., formerly Magma Copper Company, Lessee

Assignment and Assumption Agreement Dated as of December 3, 1992 Between Magma Copper Company, Assignor and San Manuel Arizona Railroad Company, Assignee and Pitney Bowes Credit Corporation, Lessor

Memorandum of Assignment of Master Equipment Lease Agreement Dated as of June 3, 1994 Between Magma Copper Company, Transferor, San Manuel Arizona Railroad Company, Transferee and Pitney Bowes Credit Corporation, Lessor

Lease Schedule No. 802 Dated as of January 26, 1993 Between Pitney Bowes Credit Corporation, Lessor and Magma Copper Company, Lessee - Addendum A-Stipulated Loss Value and Addendum B Termination Value Table attached thereto

UNION TANK CAR - 030-1801356-801

Master Equipment Lease Agreement No. 1801356 Dated as of December 18, 1992, Between Pitney Bowes Credit Corporation, Lessor and Union Tank Car Company, Lessee

Lease Schedule No. 801 Dated as of December 18, 1992, Between Pitney Bowes Credit Corporation, Lessor and Union Tank Car Company, Lessee. - Schedule A Equipment List and Addendum B Stipulated Loss Value Schedule attached thereto

Car Service Agreement Dated as of December 1, 1990 Between Union Tank Car Company, Lessor and Martin Gas Sales, Inc., Lessee -Rider No. N3 to Car Service Agreement attached thereto

Memorandum of Master Equipment Lease Agreement Dated as of December 6, 1992 Between Union Tank Car Company, Lessor and Martin Gas Sales Inc., Lessee). - Exhibit A-Equipment List attached thereto

Bill of Sale Dated as of December 30, 1992 Between Union Tank Car Company, Seller and Pitney Bowes Credit Corporation, Buyer

MINNESOTA CORN - 030-7715030-801

Master Equipment Lease Dated as of November 30, 1993, Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee - Addendum B-Stipulated Loss Value Schedule & Termination Value Table attached thereto

Lease Schedule No. 801 Dated as of December 10, 1993 Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee

Memorandum of Master Equipment Lease Agreement, filed with the Interstate Commerce Commission on December 10, 1993

MINNESOTA CORN - 030-7715030-803

Master Equipment Lease Dated as of November 30, 1993, Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee - Addendum B-Stipulated Loss Value Schedule & Termination Value Table attached thereto

Lease Schedule No. 803 Dated as of February 28, 1994 Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee - Addendum A-Stipulated Loss Value Schedule & Termination Value Table attached thereto

MINNESOTA CORN - 030-7715030-806

Master Equipment Lease Dated as of November 30, 1993, Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee - Addendum A-Stipulated Loss Value Schedule & Termination Value Table attached thereto

Lease Schedule No. 806 Dated as of May 31, 1994 Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee. - Addendum A-Stipulated Loss Value Schedule & Termination Value Table attached thereto

HEUBLEIN, INC. - 030-7746837-801

Master Equipment Lease Agreement Dated as of August 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and Heublein, Inc., Lessee

Lease Schedule No. 801 Dated as of August 10, 1994 Between Pitney Bowes Credit Corporation, Lessor and Heublein Inc., Lessee - Schedule A-Equipment List & Addendum A-Stipulated Loss Value attached thereto

SOLVAY POLYMERS - 030-0061366-801

Master Equipment Lease Agreement Dated as of November 30, 1988 Between Pitney Bowes Credit Corporation, Lessor, and Soltex Polymer Corporation, Lessee.

Guaranty of Lease (Corporate) Dated as of November 30, 1988 Between Soltex Polymer Corporation, Lessee and Solvay America, Inc., Corporate Guarantor

Letter of Credit Agreement Dated as of November 30, 1988 Between Soltex Polymer Corporation and Pitney Bowes Credit Corporation in the amount of \$2,057,000, expiring November 30, 2002.

Addendum "A" Stipulated Loss Values to Lease Schedule No. 0061366-801 dated November 30, 1988

Amendment Letter Dated as of November 24, 1992 served to amend the Lease in accordance with Section 27 thereof, to delete the purchase option granted in favor of Soltex Polymer Corporation.

Lease Schedule No. 801 Dated as of November 30, 1988 Between Pitney Bowes Credit Corporation, Lessor and Soltex Polymers, Inc. Lessee

KANSAS CITY SOUTHERN - 030-7746886-801

Equipment Lease Agreement Dated as of August 30, 1994 Between Pitney Bowes Credit Corporation, Lessor, and The Kansas City Southern Railway Company, Lessee

Amendment to Equipment Lease Agreement, executed September 28 and 29, 1994

Lease Schedule No. 801 Dated as of September 30, 1994 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc. Lessee

EQUIPMENT SCHEDULE

TRUST II

Lease Number: 030-0051367-801
Lessee Name: Solvay Polymers, Inc. **Rec. No. 15616**
(f/k/a Soltex Polymer Corporation)
Lessee Address: 3333 Richmond Avenue
Houston, Texas 77098
Attn: General Counsel

Equipment Description:
Number of Cars 32
Description 5800 cf center flow Covered Hopper Railcars
Car Markings ELTX 1500-531
Manufacturer Thrall
Year Built 1988
Casualties none
Cars Remaining 32

Equipment Lease Specifications Sheet

Lease Number: 030-0051367-802
Lessee Name: Solvay Polymers, Inc. **Rec. No. 15616**
(f/k/a Soltex Polymer Corporation)
Lessee Address: 3333 Richmond Avenue
Houston, Texas 77098
Attn: General Counsel

Equipment Description:
Number of Cars 32
Description 5800 cf center flow Covered Hopper Railcars
Car Markings ELTX 1532-1563
Manufacturer Thrall
Year Built 1988
Casualties none
Cars Remaining 32

Equipment Lease Specifications Sheet

Lease Number: 030-0051367-803
Lessee Name: Solvay Polymers, Inc. **Rec. No. 15616**
(f/k/a Soltex Polymer Corporation)
Lessee Address: 3333 Richmond Avenue
Houston, Texas 77098
Attn: General Counsel

Equipment Description:
Number of Cars 21
Description 5800 cf center flow Covered Hopper Railcars
Car Markings ELTX 1564-84
Manufacturer Thrall
Year Built 1988
Casualties none
Cars Remaining 21

Equipment Lease Specifications Sheet

Lease Number: 030-0054437-801
Lessee Name: Montell USA, Inc. (f/k/a Himont USA, Inc.)
Lessee Address: 3 Little Falls Centre
2801 Centerville Road
Wilmington, Delaware 19808
Rec. No. 16399

Equipment Description:
Number of Cars 36
Description 5700 cubic foot covered rail hopper cars
Car Markings HPIX 89000-35
Manufacturer Union Tank Car
Year Built 1989
Casualties none
Cars Remaining 36

Equipment Lease Specifications Sheet

Lease Number: 030-0054437-802
Lessee Name: Montell USA, Inc. (f/k/a Himont USA, Inc.)
Lessee Address: 3 Little Falls Centre
2801 Centerville Road
Wilmington, Delaware 19808
Rec. No. 16399

Equipment Description:
Number of Cars 45
Description 5700 cubic foot covered rail hopper cars
Car Markings HPIX 89036, 37, 40-82
Manufacturer Union Tank Car
Year Built 1989
Casualties none
Cars Remaining 45

Equipment Lease Specification Sheet

Lease Number: 030-0054437-803
Lessee Name: Montell USA, Inc. (f/k/a Himont USA, Inc.)
Lessee Address: 3 Little Falls Centre
2801 Centerville Road
Wilmington, Delaware 19808
Rec. No. 16399

Equipment Description:
Number of Cars 42
Description 5700 cubic foot covered rail hopper cars
Car Markings HPIX 89038, 39, 83-122,
Manufacturer Union Tank Car Company
Year Built 1989
Casualties none
Cars Remaining 42

Equipment Lease Specifications Sheet

Lease Number: 030-0063628-801
Lessee Name: Trinity Industries Leasing Company
Lessee Address: 2705 State Street
Chicago Heights, Illinois 60411
Sublessee: Chevron USA, Inc.

Rec. No. 17656

Equipment Description:
Number of Cars 100
Description 5,851 cubic foot covered quadruple hopper cars initially equipped with Sigma 6456 coating
Car Markings SCJX 891900-999
Manufacturer Trinity Industries, Inc.
Year Built 1991
Casualties Two (SCJX 891913, SCJX 891911)
Cars Remaining 98

Equipment Lease Specifications Sheet

Lease Number: 030-0069682-803
Lessee Name: Consolidation Coal Company
Lessee Address: Consol Plaza
1800 Washington Road
Pittsburgh, PA 15241
Attn: Vice President and Treasurer

Rec. No. 16760

Equipment Description:
Number of Units 67
Description 5-pocket, 105 ton, 4,000 cubic foot, aluminum body - steel underframe mechanized rapid discharge II open hopper coal rail cars.
Car Markings ACCX 90009, 90175-90240
Manufacturer Trinity Industries, Inc.
Year Built 1990
Casualties none
Cars Remaining 67

Equipment Lease Specifications Sheet

Lease Number: 030-1801174-801
Lessee Name: ConAgra, Inc.
Lessee Address: One ConAgra Drive
Omaha, NE 68102
Attn: Sr. V.P. Finance

Rec. No. 17787

Equipment Description:
Number of Cars 30
Description Trinity 5125 cubic foot 15 PSI Pressure discharge covered hopper cars
Car Markings CAGX 92000 to 92029
Manufacturer Trinity Industries, Inc.
Year Built 1992
Casualties 1 (CAGX 92004)
Cars Remaining 29

Equipment Lease Specifications Sheet

Lease Number: 030-1801174-802
Lessee Name: ConAgra, Inc.
Lessee Address: One ConAgra Drive
Omaha, NE 68102
Attn: Sr. V.P. Finance

Rec. No. 17892

Equipment Description:
Number of Cars 1
Description New Shuttle Wagon Rail Car Mover SWX35A, s/n 5M3504.
Manufacturer
Year Built 1992
Casualties None
Cars Remaining 1

Equipment Lease Specifications Sheet

Lease Number: 030-1801174-804
Lessee Name: ConAgra, Inc.
Lessee Address: One ConAgra Drive
Omaha, NE 68102
Attn: Sr. V.P. Finance

Rec. No. 17892

Equipment Description:
Number of Cars 1
Description Used 1968 Track Mobile, Model 7TM, s/n 7218
Manufacturer
Year Built 1968
Casualties None
Cars Remaining 1

Equipment Lease Specifications Sheet

Lease Number: 030-7719040-801
Lessee Name: National Starch and Chemical Company
Lessee Address: 10 Finderne Avenue
Bridgewater, NJ 08807
Attn: Stanley A. Filipiak

Rec. No. 19748

Equipment Description:
Number of Cars 10
Description 5125 cf Power-Flo Covered Hopper Railcars
Car Markings NLSX 1001-1010
Manufacturer Trinity Industries
Year Built 1995
Casualties none
Cars Remaining 10

Equipment Lease Specifications Sheet

Lease Number: 030-7719040-802
Lessee Name: National Starch and Chemical Company
Lessee Address: 10 Finderne Avenue
Bridgewater, NJ 08807
Attn: Stanley A. Filipiak

Rec. No. 19748

Equipment Description:
Number of Cars 15
Description 5125 of Power-Flo Covered Hopper Railcars
Car Markings NLSX 1011-1025
Manufacturer Trinity Industries, Inc.
Year Built 1995
Casualties none
Cars Remaining 15

Equipment Lease Specifications Sheet

Lease Number: 030-7745847-801
Lessee Name: US Borax, Inc.
Lessee Address: 26877 Tourney Road
Valencia, CA 91380

Rec. No. 18847

Equipment Description:
Number of Cars 49
Description 4,750 cubic foot capacity covered hopper cars
Car Markings BORX 400001-28, 30, 101, 102, 104, 105, 107-115,
119, 122, 124-127, 129
Manufacturer Trinity Industries, Inc.
Year Built 1994
Casualties none
Cars Remaining 49

Equipment Lease Specifications Sheet

Lease Number: 030-7745847-804
Lessee Name: US Borax, Inc.
Lessee Address: 26877 Tourney Road
Valencia, CA 91380

Rec. No. 18847

Equipment Description:
Number of Cars 33
Description 4,750 cubic foot capacity covered hopper cars
Car Markings BORX 400032-36, 39-41, 47, 48, 52, 57, 58, 61, 62,
64-67, 75, 81, 84-86, 88, 89, 93, 98, 100, 134, 140,
144, 153
Manufacturer Trinity Industries, Inc.
Year Built 1994
Casualties none
Cars Remaining 33

Equipment Lease Specifications Sheet

Lease Number: 030-7745847-806
Lessee Name: US Borax, Inc.
Lessee Address: 26877 Tourney Road
Valencia, CA 91380
Rec. No. 18847

Equipment Description:
Number of Cars 12
Description 4,750 cubic foot capacity covered hopper cars
Car Markings BORX 400043, 44, 45, 53, 54, 70, 71, 73, 74, 91, 96,
49
Manufacturer Trinity Industries, Inc.
Year Built 1994
Casualties none
Cars Remaining 12

Equipment Lease Specifications Sheet

Lease Number: 034-0056680-802
Lessee Name: Montell USA, Inc. (f/k/a Himont USA, Inc.)
Lessee Address: 3 Little Falls Centre
2901 Centerville Road
Wilmington, DE 19808
Attn: Manager of Transportation & Equipment
Rec. No. 15707

Equipment Description:
Number of Units 74
Description 5700 cu. ft., covered rail hopper cars,
Car Markings HPIX 88102-123, 125-128, 130-133, 135-137, 139-
149, 152-154, 156, 158-161, 163-172, 175, 177, 180,
183-189, 194, 197
Manufacturer ACF, Inc.
Year Built 1988
Casualties none
Cars Remaining 74

Equipment Lease Specifications Sheet

Lease Number: 034-0056680-803
Lessee Name: Montell USA, Inc. (f/k/a Himont USA, Inc.)
Lessee Address: 3 Little Falls Centre
2901 Centerville Road
Wilmington, DE 19808
Attn: Manager of Transportation & Equipment
Rec. No. 15707

Equipment Description:
Number of Units 26
Description 5700 cu. ft., covered rail hopper cars,
Car Markings HPIX 88101, 124, 129, 134, 138, 150, 151, 155, 157,
162, 173, 174, 176, 178, 179, 181, 182, 190-193, 195,
196, 198-200
Manufacturer ACF, Inc.
Year Built 1988
Casualties none
Cars Remaining 26

Equipment Lease Specifications Sheet

Lease Number: 034-0056680-805
 Lessee Name: Montell USA, Inc. (f/k/a Himont USA, Inc.)
 Lessee Address: 3 Little Falls Centre **Rec. No. 15707**
 2901 Centerville Road
 Wilmington, DE 19808
 Attn: Manager of Transportation & Equipment

Equipment Description:
 Number of Units 100
 Description 5700 cu. ft., covered rail hopper cars,
 Car Markings HPIX 88301-400
 Manufacturer ACF, Inc.
 Year Built 1988
 Casualties none
 Cars Remaining 100

Equipment Lease Specifications Sheet

Lease Number: 030-0045302-803
 Lessee Name: BASF Corporation **Rec. No. 15620**
 Lessee Address: 100 Cherry Hill Road
 Parsippany, NJ 07054
 Attn: Manager Rail & Marine Operations

Equipment Description:
 Number of Cars 9
 Description Tank Cars--23,834 Gallon Shell Capacity 108" I.D.
 DOT 111A60ALW1 Aluminum Rail Road
 Car Markings DBCX 472, 474-481
 Manufacturer Trinity Industries, Inc.
 Year Built 1988
 Casualties none
 Car Remaining 9

Equipment Lease Specifications Sheet

Lease Number: 030-0045302-804
 Lessee Name: BASF Corporation **Rec. No. 15620**
 Lessee Address: 100 Cherry Hill Road
 Parsippany, NJ 07054
 Attn: Manager Rail & Marine Operations

Equipment Description:
 Number of Cars 10
 Description Tank Cars--23,834 Gallon Shell Capacity 108" I.D.
 DOT 111A60ALW1 Aluminum Rail Road
 Car Markings DBCX 465, 466, 468, 470, 473, 482-486
 Manufacturer Trinity Industries, Inc.
 Year Built 1988
 Casualties none
 Cars Remaining 10

Equipment Lease Specifications Sheet

Lease Number: 030-0056135-805
Lessee Name: Rhone-Poulenc, Inc.
Lessee Address: 10810 Highway 75
Geismar, LA 70735

Rec. No. 17040

Equipment Description:
Number of Cars 7
Description Rail Tank Cars
Car Markings RPBX 17153, 156, 158-160, 165, 167
Manufacturer Trinity Industries, Inc.
Year Built 1990 (assumed new)
Casualties 1 (RPBX 17165)
Cars Remaining 6

Equipment Lease Specifications Sheet

Lease Number: 030-0063842-802
Lessee Name: San Manuel Arizona Railroad Company (sub of BHP)
BHP Copper Inc. (formerly Magna Copper Company)
(Indirect, wholly-owned subsidiary of Broken Hill
Proprietary Company Limited)
Lessee Address: 7400 North Oracle Road, Suite 200
Tucson, AZ 85704

Rec. No. 18055

Equipment Description:
Number of Cars 67
Description 13,946 Gallon Capacity Non-Coil and Non-Insulated
Railroad Tank Cars, DOT111A100W2
Car Markings PVCX 13300, 301, 303, 305, 307-314, 316-319, 321-
350, 354, 380, 383, 388, 391, 392, 394, 395, 397-409
Manufacturer Trinity Industries, Inc.
Year Built 1992
Casualties one (PVCX 13380)
Cars Remaining 66

Equipment Lease Specifications Sheet

Lease Number: 030-1801356-801
Lessee Name: Union Tank Car Company
Lessee Address: 111 West Jackson Blvd.
Chicago, Illinois 60604
Sublessee: Martin Gas Sales, Inc.

Rec. No. 18048

Equipment Description:
Number of Cars 60
Description 13,770 gallon insulated tank cars DOT 111A100W1
Car Markings MGSX 165-224
Manufacturer Union Tank Car Company
Year Built 1992
Casualties One (MGSX 209)
Cars Remaining 59

Equipment Lease Specifications Sheet

Lease Number: 030-7715030-801
Lessee Name: Minnesota Corn Processors
Lessee Address: 400 West Main Street, Suite 201
Marshall MN 56258
Rec. No. 18509

Equipment Description:
Number of Cars 65
Description New Trinity 17,574 Gallon Tank Railcars
Car Markings AMIX 200000-200064
Manufacturer Trinity
Year Built 1993
Casualties 2 cars (AMIX 200000, AMIX 200060)
Cars Remaining 63

Equipment Lease Specifications Sheet

Lease Number: 030-7715030-803
Lessee Name: Minnesota Corn Processors
Lessee Address: 901 North Highway 59
Marshall MN 56258
Rec. No. 18509

Equipment Description:
Number of Cars 25
Description 100 Ton Roller Bearing 30,000 Gallon NC/NI Tank Cars
with Handle Extension and Lifter Assister installed
Car Markings AMIX 300000-300024
Manufacturer ACF Industries
Year Built 1994
Casualties None
Cars Remaining 25

Equipment Lease Specifications Sheet

Lease Number: 030-7715030-806
Lessee Name: Minnesota Corn Processors
Lessee Address: 901 North Highway 59
Marshall MN 56258
Rec. No. 18509

Equipment Description:
Number of Cars 24
Description 17574 WG, 110-1/4 ID, C&I DOT111A100W3 Railroad
Tankcars
Car Markings SYRX 200086, 92-94, 96, 99, 102, 105-107, 109, 110,
112-114, 120, 124, 126, 130, 143, 144, 152, 153, 154
Manufacturer Trinity Industries, Inc.
Year Built 1994
Casualties None
Cars Remaining 24

Equipment Lease Specifications Sheet

Lease Number: 030-7746837-801
Lessee Name: Heublein, Inc.
Lessee Address: 16 Munson Road
Farmington, CT
Attn: General Counsel

Rec. No. 18929

Equipment Description:
Number of Cars 12
Description Stainless steel tank rail cars
Car Markings TIMX 026000-026011
Manufacturer Trinity Industries, Inc.
Year Built 1994
Casualties None
Cars Remaining 12

Equipment Lease Specifications Sheet

Lease Number: 030-0061366-801
Lessee Name: Solvay Polymers, Inc.
(f/k/a Soltex Polymer Corporation) **Rec. No. 16048**
Lessee Address: 3333 Richmond Avenue
Houston, Texas 77098
Attn: General Counsel

Equipment Description:
Number of Cars 75
Description 5800 cf center flow Covered Hopper Railcars
Car Markings ELTX 1600-74
Manufacturer ACF
Year Built 1988
Casualties none
Cars Remaining 75

Equipment Lease Specifications Sheet

Lease Number: 030-7746886-801
Lessee Name: Kansas City Southern Railway Company
Lessee Address: 114 West Eleventh Street **Rec. No. 19005**
Kansas City, MO 64105-1804

Equipment Description:
Number of Cars 70
Description Thrall 100 Ton Coil Cars w/o Covers
Car Markings KCS 716000-716069
Manufacturer Thrall Car Manufacturing Company
Year Built 1994
Casualties None
Cars Remaining 70

LEASE OPERATIVE DOCUMENTS OF TRUST III

CONSOLIDATION COAL - 030-0069682-801

Master Equipment Lease Agreement Dated as of February 9, 1990 Between Pitney Bowes Credit Corporation, Lessor and Consolidation Coal Company, Lessee

First Amendment to Purchase Agreement Dated as of February 7, 1990 Between Union Electric Company, Purchaser and Trinity Industries, Inc., Seller

Agreement of Assignment Dated as of February 7, 1990, Between Union Electric Company, Assignor, and Consolidation Coal Company, Assignee

Consent and Agreement Dated as of February 7, 1990 Between Trinity Industries, Inc. and Union Electric Company

Agreement of Assignment Dated as of February 7, 1990, Between Consolidation Coal Company, Assignor and Pitney Bowes Credit Corporation, Assignee

Consent and Agreement Dated as of February 7, 1990 Between Trinity Industries, Inc., Consolidation Coal Company and Pitney Bowes Credit Corporation

Marketing and Residual Sharing Agreement Dated as of May 21, 1990 Between Residual Based Finance Corporation and Pitney Bowes Credit Corporation

Lease Schedule No. 801 Dated as of February 20, 1990 Between Pitney Bowes Credit Corporation, Lessor and Consolidation Coal Company, Lessee

CONSOLIDATION COAL - 030-0069682-802

Master Equipment Lease Agreement Dated as of February 9, 1990 Between Pitney Bowes Credit Corporation, Lessor and Consolidation Coal Company, Lessee

First Amendment to Purchase Agreement Dated as of February 7, 1990 Between Union Electric Company Purchaser and Trinity Industries, Inc., Seller

Agreement of Assignment Dated as of February 7, 1990, Between Union Electric Company, Assignor, and Consolidation Coal Company, Assignee

Consent and Agreement Dated as of February 7, 1990 Between Trinity Industries, Inc. and Union Electric Company

Agreement of Assignment Date as of February 7, 1990, Between Consolidation Coal Company, Assignor and Pitney Bowes Credit Corporation, Assignee

Consent and Agreement Dated as of February 7, 1990 Between Trinity Industries, Inc., Consolidation Coal Company and Pitney Bowes Credit Corporation

Marketing and Residual Sharing Agreement Dated as of May 21, 1990 Between Residual Based Finance Corporation and Pitney Bowes Credit Corporation

Lease Schedule No. 802 Dated as of March 20, 1990 Between Pitney Bowes Credit Corporation, Lessor and Consolidation Coal Company, Lessee

CONAGRA, INC. - 030-1801174-807

Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

Memorandum Dated as of February 28, 1995 of Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee - Addendum A Termination Values and Addendum B Stipulated Loss Values attached thereto

Lease Schedule No. 807 Dated as of February 28, 1995 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc. Lessee

HUNTSMAN POLYPROPYLENE - 030-7717432-801

Master Equipment Lease Agreement No. 0057059 Dated as of September 18, 1992 between Pitney Bowes Credit Corporation, Lessor and Eastman Kodak Company through its division Eastman Chemical Company, Lessee

(See Lease Schedule 803 for Lease Schedule 801)

Assignment, Assumption and Amendment Agreement dated as of December 31, 1993 between Eastman Kodak Company, Assignor, Eastman Chemical Company, Assignee, and Pitney Bowes Credit Corporation

Guaranty Agreement Dated as of December 30, 1994 Between Huntsman Chemical Corporation, Guarantor in favor of Pitney Bowes Credit Corporation

Letter of Credit Agreement No. S-1536 Dated as of December 30, 1994 issued by West One Bank for the benefit of Pitney Bowes Credit Corporation

Credit Agreement Dated as of October 1, 1994 between Huntsman Chemical Corporation, Borrower and West One Bank, Lender

Partial Assignment, Assumption and Amendment Agreement Dated as of December 30, 1994 Between Eastman Kodak Company, Assignor, Huntsman Polypropylene Corporation, Assignee and Pitney Bowes Credit Corporation

MISSISSIPPI POWER 034-0054759-801 (a.k.a. 034-0053215-805)

Master Equipment Lease Agreement Dated as of September 22, 1988 Between Pitney Bowes Credit Corporation, Lessor and Mississippi Power Company, Lessee - Schedule "A" Railroad Equipment attached thereto

Schedule B (Lease Schedule No. 805) to Master Equipment Lease Agreement No. 0053215 Dated as of September 22, 1988 Between Pitney Bowes Credit Corporation, Lessor and Mississippi Power Company, Lessee, with Rental Payment Attachment

Letter Amendment to Schedule B (Lease Schedule 801) Dated as of November 17, 1988 executed by Pitney Bowes Credit Corporation, Lessor and Mississippi Power Company, Lessee

Schedule C (Stipulated Loss Values and Termination Values) attached to Master Equipment Lease Agreement No. 0053215 Dated as of September 22, 1988 Between Pitney Bowes Credit Corporation, Lessor and Mississippi Power Company, Lessee

MONTELL (HIMONT) USA INC. - 034-0056680-801 (a.k.a. 034-0046680-801)

Master Equipment Lease Agreement Dated as of June 9, 1988 Between Pitney Bowes Credit Corporation (Lessor) and Himont U.S.A., Inc., as amended by that certain Amendment Agreement dated as of September 26, 1997 between Montell USA Inc. and Pitney Bowes Credit Corporation, together with exhibits thereto

Lease Schedule No. 801 Dated as of June 9, 1988 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee B Schedule A Equipment List, Addendum B Stipulated Loss Value attached thereto

MONTELL (HIMONT) USA INC. - 034-0056680-804 (a.k.a. 034-0046680-804)

Master Equipment Lease Agreement Dated as of June 9, 1988 Between Pitney Bowes Credit Corporation (Lessor) and Himont U.S.A., Inc., as amended by that certain Amendment Agreement dated as of September 26, 1997 between Montell USA Inc. and Pitney Bowes Credit Corporation, together with exhibits thereto

Lease Schedule No. 804 Dated as of October 21, 1988 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee B Schedule A Equipment List, Addendum B Stipulated Loss Value attached thereto

Letter revising rent payment schedule and equipment cost dated June 29, 1989

MONTELL (HIMONT) USA INC. - 034-0056680-806 (a.k.a. 034-0046680-806)

Master Equipment Lease Agreement Dated as of June 9, 1988 Between Pitney Bowes Credit Corporation (Lessor) and Himont U.S.A., Inc., as amended by that certain Amendment Agreement dated as of September 26, 1997 between Montell USA Inc. and Pitney Bowes Credit Corporation, together with exhibits thereto

Lease Schedule No. 806 Dated as of December 5, 1988 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee B Schedule A Equipment List, Addendum B Stipulated Loss Value attached thereto

Letter revising rent payment schedule and equipment cost dated June 29, 1989.

TRINITY INDUSTRIES (CRYSTAL CAR LINE) - 030-0063750-801

Railroad Equipment Lease Dated as of October 9, 1992, Between Trinity Industries Leasing Company, Lessee and Pitney Bowes Credit Corporation, Lessor - Schedule 1 Stipulated Loss Value, Schedule 2 Termination Value and Schedule 3 Railroad Car Net Lease Agreement Dated as of June 17, 1992 attached thereto

Acceptance Certificate No. 1 Dated as of October 9, 1992

Railroad Equipment Lease Supplement Dated as of October 9, 1992 Between Pitney Bowes Credit Corporation, Lessor and Trinity Industries Leasing Company, Lessee

Trinity Industries Leasing Company Railroad Car Net Lease Agreement Dated as of June 17, 1992 Between Trinity Industries Leasing Company and Crystal Car Lines, Inc.

Rider One (1) to Railroad Car Net Lease Agreement Dated as of June 17, 1992 Between Trinity Industries Leasing Company, Lessor and Crystal Car Line, Inc., Lessee

Rider Two (2) to Railroad Car Net Lease Agreement Dated as of June 17, 1992 Between Trinity Industries Leasing Company, Lessor and Crystal Car Line, Inc., Lessee

Rider Three (3) to Railroad Car Net Lease Agreement specifications for Tank Cars

SAN MANUEL ARIZONA - 030-0063842-801

Lease Addendum No. 1 Dated as of April 9, 1996 Between Pitney Bowes Credit Corporation, Lessor and BHP Copper Inc., formerly Magma Copper Company, Lessee

Assignment and Assumption Agreement Dated as of December 3, 1992 Between Magma Copper Company, Assignor and San Manuel Arizona Railroad Company, Assignee and Pitney Bowes Credit Corporation, Lessor

Memorandum of Assignment of Master Equipment Lease Agreement Dated as of June 3, 1994 Between Magma Copper Company, Transferor San Manuel Arizona Railroad Company, Transferee and Pitney Bowes Credit Corporation, Lessor

Lease Schedule No. 801 Dated as of December 23, 1992 Between Pitney Bowes Credit Corporation, Lessor and Magma Copper Company, Lessee. - Addendum A-Stipulated Loss Value and Addendum B Termination Value Table attached thereto

Master Equipment Lease Agreement Dated as of December 3, 1992 Between Pitney Bowes Credit Corporation, Lessor and Magma Copper Company, Lessee

FARMLAND INDUSTRIES - 030-1801323-801

Master Equipment Lease Agreement Dated as of October 14, 1992, Between Pitney Bowes Credit Corporation, Lessor and Farmland Industries, Inc., Lessee

Memorandum of Master Equipment Lease Agreement dated October 14, 1992

Lease Schedule No. 801 Dated as of October 20, 1993 Between Pitney Bowes Credit Corporation, Lessor and Farmland Industries, Inc., Lessee. - Addendum B-Stipulated Loss & Termination Value Schedule attached thereto

MINNESOTA CORN - 030-7715030-804

Master Equipment Lease Dated as of November 30, 1993, Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee. - Addendum A-Stipulated Loss Value Schedule & Termination Value Table attached thereto

Lease Schedule No. 804 Dated as of May 20, 1994 Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee - Addendum A-Stipulated Loss Value Schedule & Termination Value Table attached thereto

Memorandum of Master Equipment Lease Agreement, effective May 20, 1994 and filed with the Interstate Commerce Commission on May 24, 1994

MINNESOTA CORN - 030-7715030-805

Master Equipment Lease Dated as of November 30, 1993, Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee - Addendum A-Stipulated Loss Value Schedule & Termination Value Table attached thereto

Lease Schedule No. 805 Dated as of May 31, 1994 Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee - Addendum A-Stipulated Loss Value Schedule & Termination Value Table attached thereto

Memorandum of Master Equipment Lease Agreement, effective May 31, 1994 and filed with the Interstate Commerce Commission on June 7, 1994

SAN MANUEL ARIZONA - 030-7745243-801

Equipment Lease Agreement Dated as of July 28, 1994 Between Pitney Bowes Credit Corporation, Lessor and Magma Copper Company, Lessee

Memorandum of Equipment Lease Agreement and Assignment of Equipment Lease Agreement Dated as of August 1, 1994 Between Magma Copper Company, Transferor and San Manuel Arizona Railroad Company, Transferee and Pitney Bowes Corporation, Lessor

Lease Schedule No. 801 Dated as of July 28, 1994 Between Pitney Bowes Credit Corporation, Lessor and Magma Copper Company, Lessee

Assignment and Assumption Agreement Dated as of July 28, 1994 Between Magma Copper Company, Assignor and San Manuel Arizona Railroad Company, Assignee and Pitney Bowes Credit Corporation, Lessor. - Casualty Value Table & Termination Value Table attached thereto

Lease Addendum No. 1 Dated as of April 9, 1996, Between Pitney Bowes Credit Corporation, Lessor and BHP Copper Inc., formerly Magma Copper Company, Lessee

OHIO VALLEY ELECTRIC - 030-7744931-801

Railcar Lease Dated as of November 1, 1994 Between Pitney Bowes Credit Corporation, Lessor, and Ohio Valley Electric Corporation, Lessee

Tax Indemnification Agreement Dated as of November 1, 1994 Between Ohio Valley Electric Corporation, Lessee, and Pitney Bowes Credit Corporation, Lessor.

Assignment of Purchase Agreement Dated as of November 11, 1994 Between Ohio Valley Electric Corporation, Assignor, and Pitney Bowes Credit Corporation, Assignee

Consent and Agreement Dated as of November 11, 1994 by Johnstown America Corporation, Seller

Lease Supplement No. 1 Dated as of November 14, 1994 Between Pitney Bowes Credit Corporation, Lessor, and Ohio Valley Electric Corporation, Lessee - Lease Supplement No. 1 includes Adjusted Stipulated Loss Values and Termination Values attached thereto

EQUIPMENT SCHEDULE

TRUST III

Equipment Lease Specifications Sheet

Lease Number: 030-0069682-801
Lessee Name: Consolidation Coal Company **Rec. No. 16760**
Lessee Address: Consol Plaza
1800 Washington Road
Pittsburgh, PA 15241
Attn: Vice President and Treasurer

Equipment Description:
Number of Units 105
Description 5-pocket, 105 ton, 4,000 cubic foot, aluminum body - steel underframe mechanized rapid discharge II open hopper coal rail cars.
Car Markings ACCX 90001-90008, 90010-90105, 90107
Manufacturer Trinity Industries, Inc.
Year Built 1990
Casualties Yes, 1 unit in 8/95 (ACCX 90017)
Cars Remaining 104

Equipment Lease Specifications Sheet

Lease Number: 030-0069682-802
Lessee Name: Consolidation Coal Company **Rec. No. 16760**
Lessee Address: Consol Plaza
1800 Washington Road
Pittsburgh, PA 15241
Attn: Vice President and Treasurer

Equipment Description:
Number of Units 68
Description 5-pocket, 105 ton, 4,000 cubic foot, aluminum body - steel underframe mechanized rapid discharge II open hopper coal rail cars.
Car Marking ACCX 90106, 90108-90174
Manufacturer Trinity Industries, Inc.
Year Built 1990
Casualties One (ACCX 90120)
Cars Remaining 67

Equipment Lease Specifications Sheet

Lease Number: 030-1801174-807
Lessee Name: ConAgra, Inc. **Rec. No. 17892**
Lessee Address: One ConAgra Drive
Omaha, NE 68102
Attn: Sr. V.P. Finance

Equipment Description:
Number of Cars 1
Description Used 1970 7TM Trackmobile, s/n #7TM-7287.
Manufacturer
Year Built 1970
Casualties None
Cars Remaining 1

Equipment Lease Specifications Sheet

Lease Number: 030-7717432-801
Lessee Name: Huntsman Chemical Corporation
Lessee Address: Huntsman Polypropylene Corporation **Rec. No. 17942**
Mantua Grove Road
P.O. Box 700
Woodbury, New Jersey 08096
Attn: Controller

Equipment Description:
Number of Units 14
Description 5250 cu.ft., covered Hopper Cars
Car Markings 000787HC, 870, 874-877, 879, 891, 5582, 5631, 5645,
5672, 5681, 5689
Manufacturer ACF Industries
Year Built 1992
Casualties none
Cars Remaining 14

Equipment Lease Specifications Sheet

Lease Number: 034-0054759-801
Lessee Name: Mississippi Power Company **Rec. No. 15883**
Lessee Address: 2992 West Beach
Gulfport, Mississippi 39501
Attn: Treasurer

Equipment Description:
Number of Units 95
Description 95 Trinity Quick Dump Aluminum Coal Hopper Cars
20 Aluminum Body Replacement Car Sets Parts
Car Markings DEGX 88401-88495
Manufacturer Trinity Industries, Inc.
Year Built 1988
Casualties None
Cars Remaining 95

Equipment Lease Specifications Sheet

Lease Number: 034-0056680-801
Lessee Name: Montell USA, Inc. (f/k/a Himont USA, Inc.)
Lessee Address: 3 Little Falls Centre **Rec. No. 15707**
2901 Centerville Road
Wilmington, DE 19808
Attn: Manager of Transportation & Equipment

Equipment Description:
Number of Units 100
Description 5700 cu. ft., covered rail hopper cars
Car Markings HPIX 88001-100
Manufacturer ACF, Inc.
Year Built 1988
Casualties None
Cars Remaining 100

Equipment Lease Specifications Sheet

Lease Number: 034-0056680-804
Lessee Name: Montell USA, Inc. (f/k/a Himont USA, Inc.)
Lessee Address: 3 Little Falls Centre
2901 Centerville Road
Wilmington, DE 19808
Attn: Manager of Transportation & Equipment
Rec. No. 15707

Equipment Description:
Number of Units 100
Description 5700 cu. ft., covered rail hopper cars,
Car Markings HPIX 88200-299
Manufacturer ACF, Inc.
Year Built 1988
Casualties none
Cars Remaining 100

Equipment Lease Specifications Sheet

Lease Number: 034-0056680-806
Lessee Name: Montell USA, Inc. (f/k/a Himont USA, Inc.)
Lessee Address: 3 Little Falls Centre
2901 Centerville Road
Wilmington, DE 19808
Attn: Manager of Transportation & Equipment
Rec. No. 15707

Equipment Description:
Number of Units 100
Description 5700 cu. ft., covered rail hopper cars,
Car Markings HPIX 88401-500
Manufacturer ACF, Inc.
Year Built 1988
Casualties one (HPIX 88477)
Cars Remaining 99

Equipment Lease Specifications Sheet

Lease Number: 030-0063750-801
Lessee Name: Trinity Industries Leasing Company
Lessee Address: 2705 State Street
Chicago Heights, Illinois 60411
Sublessee: Crystal Car Lines
Rec. No. 17971

Equipment Description:
Number of Cars 140
Description 17,574 gallon capacity DOT 111A100W1 railroad tank
cars
Car Markings CCLX 1200-339
Manufacturer Trinity Industries, Inc.
Year Built 1992
Casualties Two (inferred, only 1 letter but rental adjustments appear
to so indicate) (CCLX 1290, CCLX 1253)
Cars Remaining 138

Equipment Lease Specifications Sheet

Lease Number:	030-0063842-801	
Lessee Name:	San Manuel Arizona Railroad Company (sub of BHP) BHP Copper Inc. (formerly Magna Copper Company) (Indirect, wholly-owned subsidiary of Broken Hill Proprietary Company Limited)	
Lessee Address:	7400 North Oracle Road, Suite 200 Tucson, AZ 85704	Rec. No. 18055
Equipment Description:		
Number of Cars	53	
Description	13,946 Gallon Capacity Non-Coil and Non-Insulated Railroad Tank Cars, DOT111A100W2	
Car Markings	PVCX 13290-299, 302, 304, 306, 315, 320, 351-353, 355-379, 381, 382, 384-387, 389, 390, 393, 396	
Manufacturer	Trinity Industries, Inc.	
Year Built	1992	
Casualties	none	
Cars Remaining	53	

Equipment Lease Specifications Sheet

Lease Number:	030-1801323-801	
Lessee Name:	Farmland Industries, Inc.	
Lessee Address:	3315 N. Oak Trafficway Kansas City, MO 64116-0005 Attn: Corporate Finance	Rec. No. 17978
Equipment Description:		
Number of Cars	30	
Description	ACF 25320 gallon tank cars DOT #111A100W1	
Car Markings	FLIX 9001-9030	
Manufacturer	ACF	
Year Built	1992	
Casualties	None	
Cars Remaining	30	

Equipment Lease Specifications Sheet

Lease Number: 030-7715030-804
Lessee Name: Minnesota Corn Processors **Rec. No. 18509**
Lessee Address: 901 North Highway 59
Marshall MN 56258

Equipment Description:
Number of Cars 24
Description 100 Ton Roller Bearing 30,000 Gallon NC/NI Tank Cars
with Handle Extensions and Lifter Assister installed
Car Markings AMIX 300025-300045, 300047-300049
Manufacturer ACF Industries
Year Built 1994
Casualties None
Cars Remaining 24

Equipment Lease Specifications Sheet

Lease Number: 030-7715030-805
Lessee Name: Minnesota Corn Processors **Rec. No. 18509**
Lessee Address: 901 North Highway 59
Marshall MN 56258

Equipment Description:
Number of Cars 11
Description 30143 WG, 119-3/8 ID, NC& NI, DOT111A100W1
Railroad Tankcars
Car Markings AMIX 300057, 62, 63, 66, 68, 69, 70, 72, 73, 74, 67
Manufacturer Trinity Industries, Inc.
Year Built 1994
Casualties None
Cars Remaining 11

Equipment Lease Specifications Sheet

Lease Number: 030-7745243-801
Lessee Name: San Manuel Arizona Railroad Company (sub of BHP)
BHP Copper Inc. (formerly Magna Copper Company)
(Indirect, wholly-owned subsidiary of Broken Hill
Proprietary Company Limited)
Lessee Address: 7400 North Oracle Road, Suite 200
Tucson, AZ 85704 **Rec. No. 18922**

Equipment Description:
Number of Cars 100
Description 13,946 Gallon Capacity Non-Coil and Non-Insulated
Railroad Tank Cars, DOT111A100W1, Model 40-139-3
Car Markings PV CX 13410-509
Manufacturer Trinity Industries, Inc.
Year Built 1994
Casualties 1 (PVCX 13447)
Cars Remaining 99

Equipment Lease Specifications Sheet

Lease Number: 033-7744931-801
Lessee Name: Ohio Valley Electric Corporation
Lessee Address: c/o American Electric Power Service Corporation
1 Riverside Plaza
Columbus, OH 43215
Attn: Vice President **Rec. No. 19061**

Equipment Description:
Number of Units 500
Description Aluminum Bethgon Coalporter Railcars (Gondolas)
Car Markings OVEX 6001-500
Manufacturer Johnston America Corporation
Year Built 1994
Casualties 22 - OVEX 6002, 13, 20, 21, 23, 31, 35-38, 40, 42, 43,
45, 53, 55, 64, 67-69, 77, 97
Cars Remaining 478