

APR 27 1995 11:22 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of April 13, 1995, between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Transferor"), and AKF CORP., a Delaware corporation (the "Transferee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Transfer Agreement (as defined below).

WHEREAS: the Transferee and the Transferor have entered into an Asset Transfer Agreement dated as of the date hereof (the "Asset Transfer Agreement"), in connection with the sale of, among other things, the special purpose covered hopper and tank railcars described on Schedule 1 (the "Equipment"), subject to the Leases (as defined below), from the Transferor to the Transferee for consideration in the amount and on the terms and conditions provided in the Asset Transfer Agreement; and

WHEREAS: the parties now desire to carry out the intent and purpose of the Asset Transfer Agreement by, among other things, the parties' execution and delivery of this instrument evidencing the assignment by the Transferor of all of its rights, title and interest in and to the Leases (as defined below) to the extent they relate to the Equipment to the Transferee and the assumption by the Transferee of all of the Transferor's obligations under the Leases to the same extent.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. For purposes of this Agreement, "Leases" means all current leases of any one or more railcars included in the Equipment and all other contracts for use of any one or more railcars included in the Equipment more specifically described on Schedule 1, including, without limitation, all extensions, renewals, supplements and modifications of any of the foregoing. If any of the Leases (including, without limitation, any master lease) shall include both Equipment and railcars not part of the Equipment, then such Leases shall be subject to this Agreement only to the extent they cover Equipment; and for purposes of this Agreement, the term Lease shall mean a lease (including without limitation, the provisions of any master lease) only insofar as such lease applies to Equipment subject to this Agreement.

2. Effective as of the date hereof, the Transferor hereby sells, transfers, assigns, conveys, grants and sets over to the Transferee, its successors and assigns forever, all of the Transferor's rights, title and interest as of such date in and to the Leases, as fully and entirely as the same would have been held and enjoyed by the Transferor as if this assignment had not been made.

3. Effective as of the date hereof, the Transferee accepts, assumes, takes over and succeeds to all of the Transferor's rights, title and interest as of such date in and to the Leases, and the Transferee hereby covenants and agrees to discharge, perform and

comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Leases (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

4. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively sell, transfer, assign, convey, grant and set over the Leases to the Transferee.

5. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Leases or to release the Transferor and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Transferee's rights, title and interest in and to the Leases.

6. This instrument shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed in one or more counterparts by their duly authorized officers as of the first date written above.

AKF CORP.

By: 

Name: Monte L. Miller
Title: Vice President

ACF INDUSTRIES, INCORPORATED

By: _____

Name: James C. Bates
Title: Vice President and Chief
Financial Officer

[Signature Page to Assignment and Assumption Agreement]

comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Leases (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

4. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively sell, transfer, assign, convey, grant and set over the Leases to the Transferee.

5. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Leases or to release the Transferor and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Transferee's rights, title and interest in and to the Leases.

6. This instrument shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed in one or more counterparts by their duly authorized officers as of the first date written above.

AKF CORP.

By: _____
Name: Monte L. Miller
Title: Vice President

ACF INDUSTRIES, INCORPORATED

By: *J. Bates*
Name: James C. Bates
Title: Vice President and Chief
Financial Officer

[Signature Page to Assignment and Assumption Agreement]

STATE OF NEVADA)
) ss.:
COUNTY OF CLARK)

On this 17 day of April, 1995, before me, personally appeared Monte L. Miller to me personally known, who being by me duly sworn, says that he resides at Henderson, Nevada and is Vice President of AKF Corp., that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Rebecca L. Howell
Notary Public

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. LOUIS)

On this day of April, 1995, before me, personally appeared James C. Bates to me personally known, who being by me duly sworn, says that he resides at St. Louis, Missouri and is Vice President and Chief Financial Officer of ACF Industries, Incorporated, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

STATE OF NEVADA)
) ss.:
COUNTY OF CLARK)

On this day of April, 1995, before me, personally ap-
peared Monte L. Miller to me personally known, who being by me duly
sworn, says that he resides at Henderson, Nevada and is Vice
President of AKF Corp., that said instrument was signed on the date
hereof on behalf of said corporation by authority of its Board of
Directors; and he acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.

Notary Public

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. LOUIS)

On this 17th day of April, 1995, before me, personally ap-
peared James C. Bates to me personally known, who being by me duly
sworn, says that he resides at St. Louis, Missouri and is Vice
President and Chief Financial Officer of ACF Industries,
Incorporated, that said instrument was signed on the date hereof on
behalf of said corporation by authority of its Board of Directors;
and he acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

NANCY COLLINS
NOTARY PUBLIC - STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES AUG. 2, 1996

Nancy Collins
Notary Public

SCHEDULE 1

DESCRIPTION OF EQUIPMENT

Each of the special purpose covered hopper and tank railcars with the reporting marks and road numbers and Association of American Railroads designation numbers set forth on Annex A hereto.

DESCRIPTION OF LEASES

Each of the user leases or lease schedules or riders with the contract rider number and the named lessee set forth in Annex B hereto insofar as it relates to the covered hopper and tank railcars with the car numbers set forth on Annex B hereto.

28-Mar-95

ANNEX A

ACFX	41068	ACFX	65027	ACFX	71694
ACFX	41069	ACFX	65028	ACFX	71695
ACFX	41070	ACFX	65029	ACFX	71696
ACFX	41071	ACFX	65030	ACFX	71697
ACFX	41072	ACFX	65031	ACFX	71698
ACFX	41073	ACFX	65032	ACFX	71699
ACFX	41074	ACFX	65033	ACFX	71700
ACFX	41075	ACFX	65034	ACFX	71701
ACFX	51429	ACFX	65035	ACFX	71702
ACFX	51430	ACFX	65037	ACFX	71703
ACFX	51431	ACFX	65038	ACFX	71704
ACFX	51432	ACFX	65039	ACFX	71705
ACFX	51434	ACFX	65040	ACFX	71706
ACFX	51435	ACFX	65041	ACFX	71707
ACFX	51456	ACFX	65042	ACFX	71708
ACFX	51457	ACFX	65043	ACFX	71709
ACFX	51459	ACFX	65044	ACFX	71710
ACFX	51460	ACFX	65045	ACFX	71711
ACFX	51478	ACFX	65046	ACFX	71712
ACFX	51479	ACFX	65047	ACFX	71713
ACFX	51480	ACFX	65048	ACFX	71714
ACFX	51481	ACFX	65049	ACFX	71715
ACFX	51482	ACFX	65050	ACFX	71716
ACFX	51483	ACFX	65051	ACFX	71728
ACFX	51484	ACFX	65052	ACFX	71731
ACFX	51523	ACFX	65054	ACFX	71732
ACFX	51524	ACFX	65055	ACFX	71737
ACFX	51525	ACFX	65056	ACFX	71739
ACFX	51526	ACFX	65057	ACFX	71740
ACFX	51527	ACFX	65058	ACFX	71741
ACFX	51528	ACFX	65059	ACFX	71742
ACFX	51529	ACFX	65060	ACFX	71743
ACFX	51530	ACFX	71670	ACFX	71744
ACFX	51531	ACFX	71671	ACFX	71745
ACFX	51532	ACFX	71672	ACFX	71746
ACFX	65011	ACFX	71673	ACFX	71747
ACFX	65012	ACFX	71674	ACFX	71748
ACFX	65013	ACFX	71675	ACFX	71749
ACFX	65014	ACFX	71676	ACFX	71750
ACFX	65015	ACFX	71677	ACFX	71751
ACFX	65016	ACFX	71678	ACFX	71752
ACFX	65017	ACFX	71679	ACFX	71753
ACFX	65018	ACFX	71680	ACFX	71754
ACFX	65019	ACFX	71682	ACFX	71756
ACFX	65020	ACFX	71688	ACFX	71758
ACFX	65022	ACFX	71689	ACFX	71759
ACFX	65023	ACFX	71690	ACFX	71760
ACFX	65024	ACFX	71691	ACFX	71763
ACFX	65025	ACFX	71692	ACFX	71764
ACFX	65026	ACFX	71693	ACFX	71765

28-Mar-95

ANNEX A

200 CARS

ACFX	71766
ACFX	71767
ACFX	71768
ACFX	71769
ACFX	71770
ACFX	71771
ACFX	71772
ACFX	71773
ACFX	71774
ACFX	71775
ACFX	71776
ACFX	71777
ACFX	71778
ACFX	71812
ACFX	71813
ACFX	71814
ACFX	71815
ACFX	71816
ACFX	71817
ACFX	71819
ACFX	71820
ACFX	71821
ACFX	71822
ACFX	71823
ACFX	71825
ACFX	71826
ACFX	71834
ACFX	71835
ACFX	71836
ACFX	71837
ACFX	71838
ACFX	77298
ACFX	77299
ACFX	77300
ACFX	77301
ACFX	77302
ACFX	77303
ACFX	77304
ACFX	77305
ACFX	77306
ACFX	77307
ACFX	77308
ACFX	77309
ACFX	77310
ACFX	77311
ACFX	77312
ACFX	77313
ACFX	77314
ACFX	77315
ACFX	77316

ANNEX B

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
45 E.C.I.	58 UNION PACIFIC RAILROAD	4223	ACFX 41068	H	1987	04/01/87	03/31/97	8
		4223	ACFX 41069	H	1987	04/01/87	03/31/97	
		4223	ACFX 41070	H	1987	04/01/87	03/31/97	
		4223	ACFX 41071	H	1987	04/01/87	03/31/97	
		4223	ACFX 41072	H	1987	04/01/87	03/31/97	
		4223	ACFX 41073	H	1987	04/01/87	03/31/97	
		4223	ACFX 41074	H	1987	04/01/87	03/31/97	
		4223	ACFX 41075	H	1987	04/01/87	03/31/97	
45 E.C.I.	58 UNION PACIFIC RAILROAD	5697	ACFX 71731	T	1987	03/01/92	02/28/95	5
		5697	ACFX 71732	T	1987	03/01/92	02/28/95	
		5697	ACFX 71737	T	1987	03/01/92	02/28/95	
		5697	ACFX 71754	T	1987	03/01/92	02/28/95	
		5697	ACFX 71756	T	1987	03/01/92	02/28/95	
81 CARGILL INCORPORATED	81 CARGILL INCORPORATED	4352	ACFX 51456	H	1987	01/01/93	12/31/97	4
		4352	ACFX 51457	H	1987	01/01/93	12/31/97	
		4352	ACFX 51459	H	1987	01/01/93	12/31/97	
		4352	ACFX 51460	H	1987	01/01/93	12/31/97	
160 AMERICAN MAIZE PRODUCTS CO.	160 AMERICAN MAIZE PRODUCTS CO.	4348	ACFX 51523	H	1987	07/01/92	06/30/97	10
		4348	ACFX 51524	H	1987	07/01/92	06/30/97	
		4348	ACFX 51525	H	1987	07/01/92	06/30/97	
		4348	ACFX 51526	H	1987	07/01/92	06/30/97	
		4348	ACFX 51527	H	1987	07/01/92	06/30/97	
		4348	ACFX 51528	H	1987	07/01/92	06/30/97	
		4348	ACFX 51529	H	1987	07/01/92	06/30/97	
		4348	ACFX 51530	H	1987	07/01/92	06/30/97	
		4348	ACFX 51531	H	1987	07/01/92	06/30/97	
		4348	ACFX 51532	H	1987	07/01/92	06/30/97	
		4348	ACFX 51533	H	1987	07/01/92	06/30/97	
		4348	ACFX 51534	H	1987	07/01/92	06/30/97	
211 AKZO NOBEL CHEMICALS INC.	211 AKZO NOBEL CHEMICALS INC.	45100043	ACFX 51429	H	1987	07/01/92	06/30/96	6
		45100043	ACFX 51430	H	1987	07/01/92	06/30/96	
		45100043	ACFX 51431	H	1987	07/01/92	06/30/96	
		45100043	ACFX 51432	H	1987	07/01/92	06/30/96	
		45100043	ACFX 51434	H	1987	07/01/92	06/30/96	
		45100043	ACFX 51435	H	1987	07/01/92	06/30/96	
293 JONES-HAMILTON CO.	293 JONES-HAMILTON CO.	5750	ACFX 71812	T	1987	02/01/93	01/31/98	2
		5750	ACFX 71814	T	1987	02/01/93	01/31/98	

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LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
293 JONES-HAMILTON CO. 307ICI AMERICAS FILMS								
		5750	71825	T	1987	02/01/93	01/31/98	3
		45070025	ACFX 77298	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77299	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77300	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77301	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77302	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77303	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77304	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77305	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77306	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77307	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77308	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77309	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77310	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77311	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77312	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77313	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77314	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77315	T	1987	03/01/94	03/31/97	
		45070025	ACFX 77316	T	1987	03/01/94	03/31/97	
307ICI AMERICAS FILMS 438 PENFORD PRODUCTS CO.								
		4284	ACFX 51478	H	1987	05/01/92	04/30/97	19
		4284	ACFX 51479	H	1987	05/01/92	04/30/97	
		4284	ACFX 51480	H	1987	05/01/92	04/30/97	
		4284	ACFX 51481	H	1987	05/01/92	04/30/97	
		4284	ACFX 51482	H	1987	05/01/92	04/30/97	
		4284	ACFX 51483	H	1987	05/01/92	04/30/97	
		4284	ACFX 51484	H	1987	05/01/92	04/30/97	
438 PENFORD PRODUCTS CO. 443 ELF ATOCHEM NORTH AMERICA,								
		4239	ACFX 71813	T	1987	06/01/87	05/31/92	7
		4239	ACFX 71815	T	1987	06/01/87	05/31/92	
		4239	ACFX 71816	T	1987	06/01/87	05/31/92	
		4239	ACFX 71817	T	1987	06/01/87	05/31/92	
		4239	ACFX 71819	T	1987	06/01/87	05/31/92	
		4239	ACFX 71820	T	1987	06/01/87	05/31/92	
		4239	ACFX 71821	T	1987	06/01/87	05/31/92	
		4239	ACFX 71822	T	1987	06/01/87	05/31/92	
		4239	ACFX 71823	T	1987	06/01/87	05/31/92	
		4239	ACFX 71826	T	1987	06/01/87	05/31/92	

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LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
443	ELF ATOCHEM NORTH AMERICA, 485REXENE COMPANY	50570015	ACFX 65011	H	1987	05/01/92	04/30/97	10
		50570015	ACFX 65012	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65013	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65014	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65015	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65016	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65017	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65019	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65020	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65022	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65023	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65024	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65025	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65027	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65028	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65029	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65030	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65031	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65032	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65033	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65034	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65035	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65037	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65038	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65039	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65040	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65041	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65042	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65043	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65044	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65045	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65046	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65048	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65049	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65050	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65051	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65052	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65054	H	1987	05/01/92	04/30/97	
		50570015	ACFX 65055	H	1987	05/01/92	04/30/97	

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LESSOR CODE	LESSEE CODE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
	485 REXENE COMPANY							
	608 UNION CARBIDE CORPORATION							
		37290057	ACFX 71670	T	1986	04/01/92	03/31/95	44
		37290057	ACFX 71671	T	1986	04/01/92	03/31/95	
		37290057	ACFX 71672	T	1986	04/01/92	03/31/95	
		37290057	ACFX 71673	T	1986	04/01/92	03/31/95	
		37290057	ACFX 71674	T	1986	04/01/92	03/31/95	
		37290057	ACFX 71675	T	1986	04/01/92	03/31/95	
		37290057	ACFX 71676	T	1986	04/01/92	03/31/95	
		37290057	ACFX 71677	T	1987	04/01/92	03/31/95	
		37290057	ACFX 71678	T	1987	04/01/92	03/31/95	
		37290057	ACFX 71679	T	1987	04/01/92	03/31/95	
		37290057	ACFX 71680	T	1987	04/01/92	03/31/95	
		37290058	ACFX 71682	T	1987	04/01/92	03/31/95	
		37290058	ACFX 71688	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71689	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71690	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71691	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71692	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71693	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71694	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71695	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71696	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71697	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71698	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71700	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71701	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71702	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71703	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71704	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71705	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71706	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71707	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71708	T	1987	06/01/93	05/31/96	
		37290058	ACFX 71709	T	1987	06/01/93	05/31/96	

28-Mar-95

ANNEX B

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
37290058	ACFX	71710	T	1987	06/01/93	05/31/96		
37290058	ACFX	71711	T	1987	06/01/93	05/31/96		
37290058	ACFX	71712	T	1987	06/01/93	05/31/96		
37290058	ACFX	71713	T	1987	06/01/93	05/31/96		
37290058	ACFX	71714	T	1987	06/01/93	05/31/96		
37290058	ACFX	71715	T	1987	06/01/93	05/31/96		
37290058	ACFX	71716	T	1987	06/01/93	05/31/96		
37290058	ACFX	71728	T	1987	06/01/93	05/31/96		
37290060	ACFX	71739	T	1987	06/01/93	05/31/98		
37290060	ACFX	71740	T	1987	06/01/93	05/31/98		
37290060	ACFX	71741	T	1987	06/01/93	05/31/98		
37290060	ACFX	71742	T	1987	06/01/93	05/31/98		
37290060	ACFX	71743	T	1987	06/01/93	05/31/98		
37290060	ACFX	71744	T	1987	06/01/93	05/31/98		
37290060	ACFX	71745	T	1987	06/01/93	05/31/98		
37290060	ACFX	71746	T	1987	06/01/93	05/31/98		
37290060	ACFX	71747	T	1987	06/01/93	05/31/98		
37290060	ACFX	71748	T	1987	06/01/93	05/31/98		
37290060	ACFX	71749	T	1987	06/01/93	05/31/98		
37290060	ACFX	71750	T	1987	06/01/93	05/31/98		
37290060	ACFX	71751	T	1987	06/01/93	05/31/98		
37290060	ACFX	71752	T	1987	06/01/93	05/31/98		
37290060	ACFX	71753	T	1987	06/01/93	05/31/98		
37290060	ACFX	71758	T	1987	07/01/92	06/30/96		
37290062	ACFX	71759	T	1987	07/01/92	06/30/96		
37290062	ACFX	71760	T	1987	07/01/92	06/30/96		
37290062	ACFX	71763	T	1987	07/01/92	06/30/96		
37290062	ACFX	71764	T	1987	07/01/92	06/30/96		
37290062	ACFX	71765	T	1987	07/01/92	06/30/96		
37290062	ACFX	71766	T	1987	07/01/92	06/30/96		
37290062	ACFX	71767	T	1987	07/01/92	06/30/96		
37290062	ACFX	71768	T	1987	07/01/92	06/30/96		
37290062	ACFX	71769	T	1987	07/01/92	06/30/96		
37290062	ACFX	71770	T	1987	07/01/92	06/30/96		
37290062	ACFX	71771	T	1987	07/01/92	06/30/96		
37290062	ACFX	71772	T	1987	07/01/92	06/30/96		
37290062	ACFX	71773	T	1987	07/01/92	06/30/96		
37290062	ACFX	71774	T	1987	07/01/92	06/30/96		
37290062	ACFX	71775	T	1987	07/01/92	06/30/96		
37290062	ACFX	71776	T	1987	07/01/92	06/30/96		

