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RECORDATION NO. 18942 FILED 142F

August 17, 1994

AUG 22 1994 5:05 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th and Constitution Avenues, NW
Room 2303
Washington, D.C. 20423

Attn: T. Stokes

Re: Relco Locomotives

Dear Ms. Stokes:

Enclosed please find two (2) certified copies of an Assignment of Rents and Lessor's Interest in Leases. Please have this document recorded and return original to the undersigned. I have enclosed our check in the amount of \$18.00 for your fee.

Please let me know if you have any questions.

Very truly yours,



William B. Phillips

WBP:nd

Enclosures

RECEIVED
OFFICE OF THE
SECRETARY
AUG 22 2 59 PM '94
LICENSING BRANCH

Interstate Commerce Commission

Washington, D.C. 20423

8/24/94

OFFICE OF THE SECRETARY

William B. Philip
Levin, McParland Philip, Leydig & Haberkorn
180 North Wacker Drive Suite 300
Chicago, Illinois 60606-1603

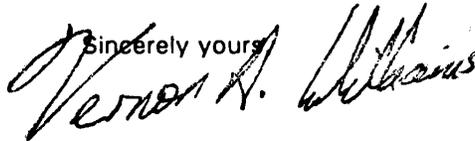
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,

on 8/22/94 at 3:05pm, and assigned
recording number(s).

18942

Sincerely yours



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. **18942** FILED 1425
AUG 22 1994 3:05 PM
INTERSTATE FINANCE COMMISSION

CERTIFICATION

WILLIAM B. PHILLIPS, being first duly sworn on oath hereby certifies that attached hereto as is a true and correct copy of the Assignment of Rents and Lessor's Leases dated June 23, 1994 from RELCO LOCOMOTIVES, INC. (formerly known as Relco Equipment, Inc.), RELCO FINANCE CORPORATION and SEPCOR, INC. to and for the benefit of LASALLE NORTHWEST NATIONAL BANK.

William B. Phillips

WILLIAM B. PHILLIPS

SUBSCRIBED AND SWORN TO

before me this 17th day of
August, 1994

Nichole Day

Notary Public



PREPARED BY AND AFTER
RECORDING RETURN TO:
William B. Phillips, Esq.
Levin, McParland, Phillips,
Leydig & Haberkorn
180 North Wacker Drive
Chicago, Illinois 60606

RECORDATION NO. **18942** FILED 1425

**ASSIGNMENT OF RENTS AND LESSOR'S
INTEREST IN LEASES**

AUG 22 1994 3 05 PM

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT is made as of the 23rd day of June, 1994, by RELCO LOCOMOTIVES, INC., (formerly known as Relco Equipment, Inc.) RELCO FINANCE CORPORATION and SEPCOR, INC. (collectively the "Assignors") to and for the benefit of LASALLE NORTHWEST NATIONAL BANK (the "Lender").

W I T N E S S E T H:

WHEREAS, the Assignors have agreed to borrow from the Lender the aggregate principal amount of Two Million Six Hundred Thousand Dollars (\$2,600,000.00) (the "Loans") pursuant to a Loan and Security Agreement of even date herewith (the "Loan Agreement"); and

WHEREAS, pursuant to the terms of a commitment letter dated May 6, 1993, as amended, issued by the Lender for the benefit of the Assignors, the Assignors agreed to absolutely assign to the Lender all right, title and interest in and to the Leases (as hereinafter defined) as security for repayment of the Loans;

NOW, THEREFORE, in consideration of the disbursement of the proceeds of the Loans, and also in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; it is hereby agreed as follows:

1. ASSIGNMENT CLAUSE. The Assignors, intending to be legally bound and in consideration of the making of the Loans, do hereby sell, assign, transfer and set over unto the Lender all right, title and interest of the Assignors in and to all rents, issues and profits of the leases which are set forth on Exhibit "A" attached hereto, and any leases which may be hereafter entered into for any locomotives owned by any of the Assignors (the "Leases"), and any and all extensions and renewals thereof, and including any security deposits or interests therein now or hereafter held by the Assignors and the benefit of any guarantees executed in connection with any of the Leases. This Assignment is absolute and is effective immediately; however, until notice is sent by the Lender (the "Notice") to the Assignors in writing that an event of default has occurred under the Loan Agreement (an "Event of Default"), the Lender shall not exercise any rights granted to it hereunder and the Assignors may receive, collect and enjoy the rents, income and profits accruing from the Leases.

2. REPRESENTATIONS OF THE ASSIGNORS. The Assignors hereby jointly and severally represent to the Lender that: (a) there is no lease in effect with respect to any locomotives owned by the Assignors which is not listed on Exhibit "A" attached hereto; (b)

it has made no prior assignment or pledge of the rents assigned hereby or of the Assignors' interest in any of the Leases; (c) it knows of no default in any of the Leases and it knows of no state of fact which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; (d) none of the Leases have been modified or extended; (e) the Assignors are the sole owners of the lessor's interest in the Leases; (f) the Leases are valid and enforceable in accordance with their terms; and (g) no prepayment of any installment of rent for more than one (1) month due under any of the Leases has been received by the Assignors.

3. NEGATIVE COVENANTS OF THE ASSIGNORS. The Assignors will not, without the Lender's prior written consent (a) execute an assignment or pledge of the rents from the Leases or any part thereof, or of the Assignors' interest in any of the Leases, except to the Lender; (b) materially modify, extend, terminate, or otherwise alter the terms of any of the Leases; (c) accept prepayments of any installments of rents to become due under any of the Leases for more than one (1) month; (d) in any manner materially impair the value of the Leases; (e) permit the Leases to become subordinate to any lien other than the lien created by the Loan Agreement; or (f) renew any of the Leases on terms and conditions less favorable to the Assignor.

4. AFFIRMATIVE COVENANTS OF THE ASSIGNORS. The Assignors will at its sole cost and expense (a) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements of the lessor contained in the Leases unless Assignors' performance is excused by reason of a lessee's default; (b) enforce or secure the performance of all of the covenants, conditions and agreements in the Leases on the part of the tenants to be kept and performed; (c) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the Assignors, as lessor, and of the lessees thereunder, and pay all reasonable costs and expenses of the Lender, including reasonable attorneys' fees in any such action or proceeding in which the Lender may appear; (d) transfer and assign to the Lender any and all Leases subsequently entered into, upon the same terms and conditions as are herein contained, and make, execute and deliver to the Lender upon demand any and all instruments reasonably required to effectuate said assignment; (e) furnish to the Lender, within ten (10) days after a written request by the Lender to do so, a written statement containing the names of all lessees of the Leases, the terms of their respective Leases, the locomotives being leased thereunder and the rentals payable thereunder; (f) exercise within twenty (20) days of the written demand therefor by the Lender any right to request from the lessees under any of the Leases a certificate with respect to the status thereof; (g) furnish the Lender promptly with copies of any notices of default which the Assignors may at any time forward to any lessee of the Leases; and (h) pay immediately upon demand all reasonable sums expended by the Lender from and after an Event of Default, together with interest thereon at the Default Rate (as defined in the Loan Agreement).

5. AGREEMENTS OF THE ASSIGNORS.

(a) Should the Assignors fail to make any payment or to do any act as herein provided for after giving of the Notice by the Lender, then the Lender may, but without obligation so to do, and without releasing the Assignors from any obligation hereof, make or do the same in such manner and to such extent as the Lender may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender, and also the right to perform and discharge each and every obligation, covenant and agreement of the Assignors in the Leases contained, and in exercising any such powers to incur and pay reasonable and necessary costs and expenses, including reasonable attorneys' fees, all at the expense of the Assignors.

(b) This Assignment shall not operate to place responsibility for the control, management, care and/or repair of the locomotives upon the Lender, and the Lender shall not undertake to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and the Assignors shall and does hereby agree to indemnify and to hold Lender harmless of and from any and all liability, loss or damage which the Lender may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any such claims or demands resulting from the negligent or willful acts or omissions of the Lender. Should the Lender incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the reasonable amount thereof, including reasonable and necessary costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Assignors shall reimburse the Lender therefor on written demand with interest at the Default Rate from the date of demand until the date of repayment.

(c) From and after the giving of the Notice, a demand on any lease by the Lender for the payment of the rent to the Lender shall be sufficient to warrant the lessee to make future payment of rents to the Lender without the necessity for further consent by the Assignors.

(d) The Assignors do further specifically authorize and instruct each and every present and future lessee from and after the giving of the Notice to pay all unpaid rental agreed upon in any lease to the Lender upon receipt of written demand from the Lender to pay the same, and the Assignors hereby waive any right, claim or demand it may now or hereafter have against any such

lessee by reason of such payment of rental to the Lender or compliance with other requirements of the Lender pursuant to this Assignment.

(e) The Assignors hereby irrevocably appoints the Lender as its true and lawful attorney with full power of substitution and with full power for Lender in its own name and capacity or in the name and capacity of Assignors, from and after the service of the Notice, to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Leases, and at the Lender's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which the Lender may deem reasonably necessary in order to collect and enforce the payment of the rents, income and profits. This power of attorney shall be irrevocable and shall be coupled with an interest.

6. DEFAULT. Upon, or at any time after, occurrence of an Event of Default in the Loan Agreement, or failure of the Assignors to comply with the terms, covenants and conditions contained herein, the Lender may, at its option, from and after the Notice and expiration of any applicable grace period, if any, and without regard to the adequacy of the security for the indebtedness due and owing to the Lender pursuant to the Loan Agreement (the "Indebtedness"), either in person, or by agent bring an action or proceeding to enforce this Assignment, and do any acts which the Lender deems proper to protect the security hereof; and either in the name of the Assignors or in its own name sue for or otherwise collect and receive such rents, issues, profits and advances, including those past due and unpaid, and apply the same, less reasonable costs and expenses of operation and collection, including, but not limited to, reasonable attorneys' fees, upon the Indebtedness, and in such order as the Lender may reasonably determine. The Lender reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more monies than it actually receives from the Leases. The collection of such rents, issues, profits and advances and the application thereof, as aforesaid, shall not cure or waive any default under the Loan Agreement. The Assignors agree that they will facilitate in all reasonable ways the Lender's collection of the rents, and will, upon request by the Lender, promptly execute a written notice to each lessee directing the lessee to pay rent to the Lender.

7. LENDER'S RIGHT TO EXERCISE REMEDIES. No remedy conferred upon or reserved to the Lender in the Loan Agreement or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy, and all representations in the Loan Agreement contained, shall be cumulative and concurrent, and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. The remedies may be pursued singly, successively or together against the Assignors and/or the Leases at the sole discretion of the Lender. No delay or omission of the Lender to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein, and every power and remedy given by this Assignment to the Lender may be exercised from time to time as often as may be deemed expedient by the Lender.

8. DEFEASANCE. Upon payment in full of all the Indebtedness and the compliance with all obligations, covenants and agreements in the Loan Agreement, this Assignment shall become and be void and of no effect, but the affidavit of any officer of the Lender showing any part of the Indebtedness remaining unpaid or showing non-compliance with any such terms or conditions shall be and constitute conclusive evidence to third parties of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

9. MISCELLANEOUS.

(a) This Assignment may not be modified, amended, discharged or waived orally, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

(b) The covenants of this Assignment shall bind the Assignors, the successors and assigns of the Assignors, and shall inure to the benefit of the Lender, its successors and assigns.

(c) As used herein the singular shall include the plural as the context requires.

(d) The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument.

(e) In the event any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Lender, not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

(f) This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of law principles of that State.

(g) Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered three (3) days after deposit in the United States mails (by certified mail, return receipt requested), with proper postage prepaid, or upon delivery by courier or upon transmission by telex, telecopy or similar electronic medium to the following addresses:

If to the Lender: LaSalle Northwest National Bank
4747 West Irving Park Road
Chicago, Illinois 60641
Attn: Mr. Michael G. O'Rourke
Telecopy No.: (312) 202-2805

With a copy to: Levin, McParland, Phillips, Leydig & Haberkorn
180 North Wacker Drive
Suite 300
Chicago, Illinois 60606-1603
Attn: William B. Phillips, Esq.
Telecopy No.: (312) 634-1101

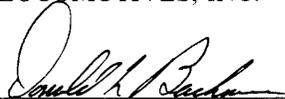
If to the Assignors: Relco Locomotives, Inc.
113 Industrial Avenue
Minooka, Illinois 60447
Attn: Mr. Donald Bachman
Telecopy No.:

or to such other address as each party designates to the other in the manner herein prescribed.

(h) The terms "Assignors" and "Lender" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

IN WITNESS WHEREOF, the Assignors have executed this Agreement the day and year first above written pursuant to the authority of their respective Boards of Directors..

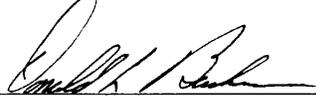
RELCO LOCOMOTIVES, INC.

By: 
Title: President

SEPCOR, INC.

By: 
Title: President

RELCO FINANCE CORPORATION

By: 
Title: President

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald Bachman, of RELCO LOCOMOTIVES, INC., personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 10th day of June, 1994.

" OFFICIAL SEAL "
MICHAEL G. O'BROURKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/3/96

Michael G. O'Rourke
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald Bachman, of RELCO FINANCE CORPORATION, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 30th day of June, 1994.

" OFFICIAL SEAL "
MICHAEL G. O'BROURKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/3/96

Michael G. O'Rourke
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald Bachman, of SEPCOR, INC., personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such he, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 17th day of June, 1994.

" OFFICIAL SEAL "
MICHAEL G. O'BROURKE
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 6/3/96

Michael G. O'Rourke
Notary Public

EXHIBIT "A"
LEASES

	<u>Lessee</u>	<u>Date of Lease</u>	<u>Description of Equipment</u>
1.	Clinton Corn Processing Co.	July 6, 1978	Alco G.E. 660 HP - 100 Ton Locomotive, No. 802
2.	Archer Daniels Midland	July 27, 1987	E.M.D. 1000 HP - 125 Ton NW2 Locomotive, No. 1233
3.	Archer Daniels Midland	November 1, 1986	E.M.D. 1200 HP - 125 Ton Locomotive, No. 1258
4.	Archer Daniels Midland	December 4, 1987	E.M.D. 1200 HP - 125 Ton Locomotive, No. 1262
5.	U.I. Group, Inc.	December 7, 1984	E.M.D. 600 HP - 100 Ton Locomotive, No. 504
6.	Reynolds Metals Co.	May 1, 1993	Alco R.E. 722 660 HP - 100 Ton Locomotive, No. 722
7.	Alexander Mill Services	January 19, 1994	Alco 660 HP - 100 Ton Locomotive, No. 708
8.	Allied Chemical Co.	April 27, 1981	Alco G.E. 1000 HP - 125 Ton Locomotive, No. 1202
9.	Amoco Chemicals Corp.	March 18, 1969	Alco G.E. 1000 HP - 115 Ton Locomotive, No. 1009
10.	Arcadian Corp.	July 24, 1987	R.E. 502 E.M.D. 600 HP - 100 Ton Locomotive, No. 502
11.	Arcadian Corp.	June 11, 1986	Alco 529 - 1000 HP Locomotive, No. 1050
12.	Arkansas Kraft Corp.	April 24, 1972	Alco G.E. 1000 HP - 115 Ton Locomotive, No. 1016
13.	Augusta Service Company, Inc.	February 13, 1990	E.M.D. SW9 1200 HP - 125 Ton Locomotive, No. RE1253
14.	Birmingham Steel Corp.	January 14, 1994	E.M.D. NW2 1000 HP - 125 Ton Locomotive, No. RE1216

15.	Blue Valley Coop.	April 1, 1988	Alco 1000 HP - 115 Ton Locomotive, No. 1072
16.	Bunge Corp.	September 27, 1984	Alco G.E. 660 HP - 100 Ton Locomotive, No. 713
17.	Bunge Corp.	August 1, 1981	Alco 660 HP - 100 Ton Locomotive, No. RE716 & 1231
18.	Bunge Corp.	May 29, 1973	Alco G.E. 660 HP - 115 Ton Locomotive, No. RE1015 & 1039
19.	Bunge Corp.	March 29, 1976	Alco G.E. 1000 HP - 115 Ton Locomotive, No. RE1052
20.	Burlington Junction Railway	September 3, _____	Alco 660 HP - 100 Ton Locomotive, No. 1007
21.	Northern Indiana Steel Supply	April 4, 1973	G.E. 360 HP - 44 Ton Locomotive, No. RE301 & 603
22.	C-E Minerals	July 16, 1991	E.M.D. SW1200 1200 HP - 125 Ton Locomotive, No. 1263
23.	Cargill Corp.	September 13, 1985	E.M.D. 660 HP - 100 Ton Ton Locomotive, No. 507
24.	Cargill Inc.	September 27, 1991	E.M.D. 1200 HP - 125 Ton Locomotive, No. 1256
25.	Cargill Inc.	December 4, 1991	Alco 1000 HP - 115 Ton Locomotive, No. 1021
26.	Chestnut Ridge Railway Co.	June 5, 1989	Alco 539 1000 HP - 100 Ton Locomotive, No. 1055
27.	Chevron Chemical Co.	January 25, 1994	Alco 660 HP - 100 Ton Locomotive, No. 808
28.	Chicago Gravel Co.	June 6, 1979	Alco G.E. 1000 HP - 115 Ton Locomotive, No. 712
29.	Continental Grain Co.	February 18, 1981	Alco E.M.D. 1000 HP - 125 Ton Locomotive, No. 1003

30.	Continental Grain Co.	February 1, 1986	Alco 660 HP - 100 Ton Locomotive, No. RE601
31.	Continental Grain Co.	September 1, 1984	Alco 1000 HP - 125 Ton Locomotive, No. RE1043
32.	Columbia Grain Co.	December 5, 1983	Locomotive - No. 1206
33.	Columbia Grain Co.	July 19, 1978	Alco G.E. 1000 HP - 115 Ton Locomotive, No. RE1029
34.	Emesco Marine Terminal	April 21, 1994	Alco 660 HP - 100 Ton Locomotive, No. 906
35.	DuPont DeNemours & Co.	July 27, 1987	Alco 660 HP - 100 Ton Locomotive, No. 501
36.	Empak Corp.	February 5, 1988	Alco 660 HP - 100 Ton Locomotive, No. 606
37.	Exxon Co. U.S.A.	June 30, 1986	Alco 1000 HP - 115 Ton Locomotive, No. 2001
38.	Farmer Union Coop. Company	December 27, 1988	Alco 660 HP - 100 Ton Locomotive, No. 804
39.	Chevron Chemical Corp.	May 30, 1986	E.M.D. 1000 HP - 125 Ton Locomotive, No. 1212
40.	Farmer Coop. Business Assoc.	October 11, 1988	Alco 1000 HP - 115 Ton Locomotive, No. 1071
41.	Farmer Coop. Business Assoc.	August 6, 1991	Alco 1000 HP - 115 Ton Locomotive, No. 1016
42.	Ferrus Trading & Processing	September 6, 1991	Alco 660 HP - 100 Ton Locomotive, No. 705
43.	Florida Steel Corp.	September 12, 1991	Alco 660 HP - 100 Ton Locomotive, No. 716
44.	B.F. Goodrich Co.	June 9, 1987	Alco 660 HP - 100 Ton Locomotive
45.	B.F. Goodrich Co.	June 9, 1987	Alco 1000 HP - 115 Ton Locomotive, No. 1065

46.	.Georgia-Pacific Corp.	January 16, 1975	Alco G.E. 1000 HP - 115 Ton Locomotive, No. RE 1025 1232
47.	North American Car Corp.	April 25, 1983	E.M.D. SWI 600 HP - 100 Ton Locomotive, No. 503
48.	G.E. Capital Railcar	August 14, 1991	E.M.D. SW600 660 HP - 100 Ton Locomotive, No. 511
49.	Hall-Buck Marine Services	April 11, 1984	Alco G.E. 1000 HP - 115 Ton Locomotive, No. 1023
50.	Hall-Buck Marine Services	September 6, 1988	Alco 1000 HP - 115 Ton Locomotive, No. 1076
51.	Hastings Utilities	February 15, 1991	EMD-NW2 1000 HP - 125 Ton Locomotive, No. 1203
52.	Horsehead Resource Development	July 20, 1992	Alco 539 660 HP - 100 Ton Locomotive, No. 607
53.	Horsehead Resource Development	July 20, 1992	Alco 539 660 HP - 100 Ton Locomotive, No. 711
54.	Agrico Chemical Co.	March 30, 1993	Alco 660 HP - 100 Ton Locomotive, No. 720
55.	International Paper Corp.	May 8, 1986	EMD 1000 HP - 125 Ton Locomotive, No. 1257
56.	Iowa Northern Railroad	February 1, 1994	Locomotive - No. 1613 & 1618
57.	S.D.S. Biotech Corp.	March 22, 1985	Alco 660 HP - 100 Ton Locomotive, No. 717
58.	Crown Zellerbach	April 22, 1986	Locomotive - No. RE 508
59.	Scrap Products	October 3, 1991	Alco 660 HP - 100 Ton Locomotive, No. 714
60.	LaFarge Corp.	November 22, 1993	EMD-SW1 600 HP - 100 Ton Locomotive, No. 1617
61.	Laroche Industries	March 11, 1991	Alco 1000 HP - 115 Ton Locomotive, No. 1030
62.	Little Rock Port Authority	May 26, 1972	Alco G.E. 1000 HP - 115 Ton Locomotive, No. 1017

63.	Luria Brothers & Company	November 30, 1967	Alco G.E. 600 or 1000 HP - 115 Ton Locomotive, No. 1001
64.	Luria Brothers & Company	March 10, 1969	Alco G.E. 1000 HP - 115 Ton Locomotive, No. RE1051
65.	Avondale Industries	March 19, 1971	Alco G.E. 660 HP - No. 709, No. 1054
66.	Luria Brothers & Company	November 1, 1987	Alco 1000 HP - 115 Ton Locomotive, No. 1064
67.	El Paso Polyolefins Co.	June, 1982	1000 HP - Locomotive, No. 701
68.	Maywood Farmers Coop.	December 29, 1989	Alco 1000 HP - 115 Ton Locomotive, No. 807
69.	Midwest Railroad Construction & Maintenance	April 27, 1994	E.M.D. GP7 1500 HP - 125 Ton Locomotive, No. RE1612
70.	Midwest Railroad Construction & Maintenance	January 2, 1992	E.M.D. GP7 1500 HP - 125 Ton Locomotive, No. RE1616
71.	Miller Milling Co.	May 12, 1993	Alco 900 HP - 115 Ton Locomotive, No. 899
72.	Midwest Railroad Construction & Maintenance	August 26, 1992	E.M.D. GP7 1500 HP - 125 Ton Locomotive, No. RE1614
73.	Miller Milling Co.	May 12, 1993	Alco 900 HP - 115 Ton Locomotive, No. 899
74.	Miller Milling Co.	May 12, 1993	E.M.D. SW900 900 HP - 115 Ton Locomotive
75.	Mississippi Phosphates Corp.	November 12, 1991	Alco 1000 HP - 115 Ton Locomotive, No. 1024
76.	Royster Co.	October 14, 1991	E.M.D. NW2 1000 HP - 125 Ton Locomotive, No. 1210
77.	William Mueller & Son	June 1, 1987	Alco 660 HP - 100 Ton Locomotive, No. 719
78.	The New Energy Co.	June 8, 1984	Alco G.E. 660 HP - 100 Ton Locomotive, No. 602

79.	Tenneco Polymers, Inc.	June 6, 1985	E.M.D. SW-1 600 HP - 100 Ton Locomotive, No. 506
80.	Occidental Chemical Co.	April 10, 1981	Alco G.E. 660 HP - 115 Ton Locomotive, No. RE715
81.	Occidental Chemical Co.	March 15, 1993	Locomotive - No. 718
82.	Occidental Chemical Co.	March 15, 1993	Locomotive - No. 905
83.	Tenneco Polymers, Inc.	May 18, 1983	E.M.D. SW-9 1200 HP - 125 Ton Locomotive, No. 1255
84.	Oregon Steel Mills	November 2, 1987	E.M.D. SW-1 660 HP - 100 Ton Locomotive, No. 509
85.	Oregon Steel Mills	November 2, 1987	E.M.D. SW-8 800 HP - 115 Ton Locomotive, No. 902
86.	Oregon Steel Mills	January 13, 1994	E.M.D. SW-1, 600 HP - 100 Ton Switcher Locomotive, No. RE907
87.	Phillips 66 Company	April 4, 1990	E.M.D. SW1200, 1200 HP - 125 Ton Locomotive, No. RE1260
88.	Phillips 66 Company	April 18, 1990	E.M.D.-NW2 No. RE1289
89.	Port Bienville Railroad	November 30, 1993	E.M.D. 1200 HP - 125 Ton Locomotive, No. RE1251
90.	Port of Lake Charles	August 21, 1981	1000 HP - 115 Ton Locomotive, No. RE1049
91.	Potlatch Corporation	June 8, 1977	Alco G.E. 1000 HP - 115 Ton Locomotive, No. 1044
92.	Prairie Central Coop.	August 21, 1992	Alco 1000 HP - 115 Ton Locomotive, No. RE1019
93.	Railsolve Division of Trackmobile, Inc.	July 22, 1992	2E.M.D. SW1200, 1200 HP - 125 Ton Switcher Locomotive, No. RE1282
94.	Railsolve Division of Trackmobile, Inc.	July 22, 1992	2E.M.D. SW1200, 1200 HP - 125 Ton Switcher Locomotive, No. RE1293

95.	Reynolds Metals Company	April 16, 1984	E.M.D. SW1200 Locomotive No. RE1288
96.	Shell Chemical Company, a Division of Shell Oil Co.	October 7, 1985	E.M.D. 1000 HP - 125 Ton Locomotive, No. RE1209
97.	Shipyards Terminals & Industrial Winchester and Western Railroad Co.	June 13, 1980	Alco G.E. 1000 HP - 115 Ton Locomotive, No. RE1038
98.	A.E. Staley Manufacturing Co.	April 1, 1994	Alco 1000 HP - 115 Ton Locomotive, No. RE1010
99.	A.E. Staley Manufacturing Co.	April 1, 1994	Alco 1000 HP - 115 Ton Locomotive, No. RE1061
100.	A.E. Staley Manufacturing Co.	July 8, 1982	Also 1000 HO - 115 Ton Locomotive, No. 1259
101.	Tampa Electric Company	April 15, 1983	E.M.D. SW9 1200 HP - 125 Ton Locomotive, No. RE1252
102.	Tennessee Valley Steel Corp.	December 9, 1993	Alco 1000 HP - 115 Ton Locomotive, No. RE1066
103.	Tradewater Railway Co.	August 11, 1988	E.M.D. GP-8, 1500 HP - 125 Ton Locomotive, No. RE1602
104.	Chevron Chemical Co.	March 3, 1977	Alco G.E. 1000 HP - 115 Ton Locomotive, No. RE1040
105.	USS-Posco Industries	March 5, 1992	SW 1200 HP - 125 Ton Locomotive, No. RE1283
106.	USS-Posco Industries	March 5, 1992	SW 1200 HP - 125 Ton Locomotive, No. RE1285
107.	Wausau Paper Mills Company	July 1, 1983	Locomotive - No. RE1026
108.	Railserv Division of Trackmobile, Inc.	January 1, 1994	E.M.D. GP-7, 1500 HP - 125 Ton Locomotive, No. RE1608
109.	Bulk Services Corp.	August 1, 1992	Alco 100 HP - 115 Ton Locomotive, No. RE1034
110.	Bayou Steel Corp.	May 10, 1991	EMD NW2 1000 HP - 125 Ton Locomotive, No. RE1204