

*Also same as in 8162*

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DEC 29 1975 -4 20 PM

INTERSTATE COMMERCE COMMISSION

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## Agreement and Assignment

*Dated as of December 1, 1975*

FROM

PULLMAN INCORPORATED  
(Pullman Standard Division),

THRALL CAR MANUFACTURING COMPANY

AND

NORTH AMERICAN CAR CORPORATION,  
*as Contractors,*

TO

AMERICAN NATIONAL BANK & TRUST  
COMPANY OF CHICAGO,  
*as Indenture Trustee.*

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RAILROAD FREIGHT CARS

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AGREEMENT AND ASSIGNMENT dated as of December 1, 1975 (herein, as amended and modified from time to time, called this "Assignment"), among PULLMAN INCORPORATED (Pullman Standard Division), a Delaware corporation having its chief executive office in Illinois, THRALL CAR MANUFACTURING COMPANY, a Delaware corporation having its chief executive office in Illinois, NORTH AMERICAN CAR CORPORATION, a Delaware corporation having its chief executive office in Illinois, in its capacity as contractor (each such corporation, together with its permitted successors and assigns, being hereinafter called the "Contractor" and both such parties being herein collectively called the "Contractors"), and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national banking association, not in its individual capacity but solely as indenture trustee (herein, together with its permitted successors and assigns in the trusts thereunder, called the "Indenture Trustee") under a Trust Indenture dated as of the date hereof (herein, as amended and modified from time to time, called the "Trust Indenture") between the Indenture Trustee and the Owner Trustee (as hereinafter defined).

WITNESSETH:

WHEREAS, the Contractors and EXCHANGE NATIONAL BANK OF CHICAGO (herein, together with its permitted successors and assigns in the trusts thereunder, called the "Owner Trustee"), as owner trustee under a Trust Agreement dated as of the date hereof (herein, as amended and modified from time to time, called the "Trust Agreement") with BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION and REPUBLIC NATIONAL LEASING CORPORATION (herein, together with their permitted successors and assigns, called the "Owner Participants"), have entered into a Conditional Sale Agreement dated as of the date hereof (herein, as amended and modified from time to time, called the "Conditional Sale Agreement"), covering the construction, sale and delivery, on the conditions therein set forth, by the Contractors and the purchase by the Owner Trustee of the new, standard-gauge railroad covered hopper cars, bulkhead flat cars and tank cars described in Annex A hereto, which is identical with Annex B to the Conditional Sale Agreement (said cars being hereinafter collectively called the "Equipment"); and

WHEREAS, the Owner Trustee and NORTH AMERICAN CAR CORPORATION (hereinafter, in its capacity as lessee, together with its permitted successors and assigns as such lessee, called the "Lessee") have entered into a Lease of Railroad Equipment dated as of the date hereof (herein, as amended and modified from time to time, called the "Lease") providing for the leasing to the Lessee of the Equipment;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Indenture Trustee to each Contractor, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. For value received, each Contractor hereby sells, assigns, transfers, and sets over unto the Indenture Trustee, its successors and assigns:

(a) all the right, security title and interests of such Contractor in and to each unit of the Equipment constructed by such Contractor when and as severally delivered to and accepted by the Owner Trustee, subject to the payment by the Indenture Trustee to such Contractor of the amount required to be paid under Section 4 hereof and of the amounts due from the Owner Trustee to such Contractor under subparagraph (a) of the third paragraph of Article 4 of the Conditional Sale Agreement;

(b) all the right, title and interest of such Contractor in and to the Conditional Sale Agreement (except the right to construct and deliver the Equipment constructed by such Contractor and the right to receive the payments specified in the second paragraph of Article 3 thereof, the first paragraph and in subparagraph (a) of the third paragraph of Article 4 thereof, in the last paragraph of Article 15 thereof and reimbursement for taxes paid or incurred by such Contractor) and, except as aforesaid, in and to any and all amounts which may be or become due or owing to such

Contractor under the Conditional Sale Agreement on account of the indebtedness in respect of the Purchase Price (as such term is defined in Article 4 of the Conditional Sale Agreement) of the Equipment and interest thereon, and in and to any other sums becoming due from the Owner Trustee under the Conditional Sale Agreement, other than those hereinabove excluded; and

(c) except as limited by subparagraph (b) of this Section 1, all such Contractor's rights, titles, powers, privileges and remedies under the Conditional Sale Agreement;

without any recourse hereunder, however, against such Contractor for or on account of the failure of the Owner Trustee to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement; *provided, however*, that this Assignment shall not subject the Indenture Trustee to, or transfer or pass, or in any way affect or modify, the obligations of such Contractor to construct and deliver such Contractor's Equipment in accordance with the Conditional Sale Agreement or with respect to its warranties and agreements referred to in Article 14 of the Conditional Sale Agreement or relieve the Owner Trustee from its obligations to such Contractor contained in Articles 2, 3, 4, 6, 14 and 15 of the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of Article 15 of the Conditional Sale Agreement, all obligations of such Contractor to the Owner Trustee with respect to the Equipment shall be and remain enforceable by the Owner Trustee, its successors and assigns and by the Indenture Trustee, against and only against such Contractor or its successors and assigns (other than the Indenture Trustee). In furtherance of the foregoing assignment and transfer, each Contractor hereby constitutes the Indenture Trustee its true and lawful attorney, irrevocably, with full power, and hereby authorizes and empowers the Indenture Trustee in the Indenture Trustee's own name, or in the name of the Indenture Trustee's nominee, or in the name of such Contractor, to ask, demand, sue for, collect, receive and enforce any and all sums to which such Contractor is or may be entitled under the Conditional Sale Agreement and to which the Indenture Trustee is or may become entitled under this Assignment and compliance by the Owner Trustee with the terms and agreements on its part to be performed under the Conditional Sale Agreement.

SECTION 2. Each Contractor agrees that it shall construct such Contractor's Equipment in full accordance with the Conditional Sale Agreement and will deliver the same upon completion to the Owner Trustee in accordance with the provisions of the Conditional Sale Agreement; and that, notwithstanding this Assignment, it will perform and fully comply with each of and all the covenants and conditions of the Conditional Sale Agreement set forth to be performed and complied with by such Contractor. Each Contractor further agrees that it will warrant to the Indenture Trustee and the Owner Trustee that at the time of delivery of each unit of such Contractor's Equipment under the Conditional Sale Agreement it had legal title to such unit and good and lawful right to sell such unit and that title to such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Owner Trustee under the Conditional Sale Agreement and the rights of the Lessee under the Lease; and such Contractor further agrees that it will defend the title to such unit of its Equipment against the demands of all persons whomsoever based on claims originating prior to or after the delivery of such unit by such Contractor under the Conditional Sale Agreement; all subject, however, to the provisions of the Conditional Sale Agreement. No Contractor will deliver any of its Equipment to the Owner Trustee under the Conditional Sale Agreement until the Conditional Sale Agreement and the Lease have been filed and recorded in accordance with Section 20c of the Interstate Commerce Act (the Contractors and their respective counsel being entitled to rely on advice from special counsel for the Indenture Trustee that such filing and recordation have occurred).

SECTION 3. (a) Each Contractor agrees with the Indenture Trustee that in any suit, proceeding or action brought by the Indenture Trustee under the Conditional Sale Agreement for any instalment of, or interest on, indebtedness in respect of the Purchase Price of its Equipment or to enforce any provision of the Conditional Sale Agreement, such Contractor will indemnify, protect and hold harmless

the Indenture Trustee from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Owner Trustee or the Lessee arising out of a breach by the Contractor of any obligation with respect to its Equipment or the manufacture, construction, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Owner Trustee or the Lessee by such Contractor. Each Contractor's obligation so to indemnify, protect and hold harmless the Indenture Trustee is conditional upon (i) the Indenture Trustee's timely motion or other appropriate action, on the basis of Article 15 of the Conditional Sale Agreement, to strike any defense, setoff, counterclaim or recoupment asserted by the Owner Trustee in any such suit, proceeding or action and (ii) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Indenture Trustee's prompt notification to such Contractor of the asserted defense, setoff, counterclaim or recoupment and the Indenture Trustee's giving such Contractor the right, at such Contractor's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

(b) Except in cases of articles or materials specified by the Lessee and not manufactured by such Contractor and in cases of designs, systems, processes, formulae or combinations specified by the Lessee and not developed or purported to be developed by such Contractor, such Contractor agrees, except as otherwise specifically provided in Annex A to the Conditional Sale Agreement or in Section 9 of the Lease, to indemnify, protect and hold harmless the Indenture Trustee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Indenture Trustee or its assigns because of the use in or about the construction or operation of any of its Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right of any person. The Indenture Trustee will give prompt notice to such Contractor of any claim actually known to the Indenture Trustee which is based upon any such alleged infringement and will give such Contractor the right, at such Contractor's expense, to compromise, settle or defend against such claim. Each Contractor agrees that any amounts payable to it by the Owner Trustee with respect to the Equipment, whether pursuant to the Conditional Sale Agreement or otherwise, not hereby assigned to the Indenture Trustee, shall not be secured by any lien, charge or security interest upon the Equipment or any unit thereof.

SECTION 4. (a) The Indenture Trustee, on each Closing Date fixed as provided in Article 4 of the Conditional Sale Agreement with respect to a Group (as such term is defined in the second paragraph of said Article 4) of the Equipment, shall pay to each Contractor whose Equipment is included in such Group an amount equal to the portion of the Purchase Price thereof which, under the terms of said Article 4, is payable in instalments, *provided*, that there shall have been delivered to the Indenture Trustee (with an executed counterpart to the Owner Trustee and to each Long Term Lender (as defined in the Participation Agreement hereinafter mentioned)), as provided in Article 15 of the Conditional Sale Agreement and at least two business days prior to such Closing Date, the following documents, in form and substance satisfactory to such Long Term Lender and to Messrs. Dewey, Ballantine, Bushby, Palmer & Wood or other independent counsel to the Indenture Trustee, in such number of counterparts as may be reasonably requested by said special counsel:

(i) an instrument or instruments of conveyance from such Contractor to the Indenture Trustee and the Owner Trustee confirming the conditional sale to the Owner Trustee of the units of the Equipment in such Group and transferring to the Indenture Trustee the security interest of the Contractor in the units of the Equipment in such Group, warranting to the Indenture Trustee and to the Owner Trustee that, at the time of delivery of such units under the Conditional Sale Agreement, such Contractor had legal title to such units and good and lawful right to sell such units and that title to such units was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Owner Trustee under the Conditional Sale Agreement and the rights of the Lessee under the Lease, and covenanting to

defend the title to such units against the demands of all persons whomsoever based on claims originating prior to or after the delivery of such units by such Contractor under the Conditional Sale Agreement;

(ii) a Certificate or Certificates of Acceptance with respect to the units of the Equipment in such Group as contemplated by Article 3 of the Conditional Sale Agreement and Section 2 of the Lease;

(iii) an invoice of such Contractor to the Indenture Trustee and the Owner Trustee for the units of the Equipment in such Group, specifying the Purchase Price of each such unit of Equipment, accompanied by or having endorsed thereon a certification by the Owner Trustee and the Lessee as to their approval thereof, and, in the case of any Equipment built by North American Car Corporation, in its capacity as a contractor, a certification of North American Car Corporation, signed by the President or a Vice President thereof, that the Purchase Price of such Equipment does not exceed the fair market value thereof;

(iv) an opinion of counsel for such Contractor, who may be an employee thereof, dated as of such Closing Date, to the effect that the Indenture Trustee is vested with a valid security interest in the units of the Equipment in such Group, and, at the time of delivery of the units of Equipment included in such Group to the Owner Trustee, such Contractor had legal title to such units and good and lawful right to sell such units and that title to such units was free from all claims, liens, security interests and other encumbrances (other than the rights of the Owner Trustee under the Conditional Sale Agreement and the rights of the Lessee under the Lease); and

(v) a receipt from such Contractor for any payment (other than the payment being made by the Indenture Trustee pursuant to the first paragraph of this Section 4(a) required to be made on such Closing Date to the Contractor with respect to the Equipment, unless such payment is made by the Indenture Trustee with funds furnished to it for that purpose by the Owner Trustee.

(b) The obligation of the Indenture Trustee hereunder to make payment for any of the Equipment assigned hereunder is hereby expressly conditioned upon the Indenture Trustee having on deposit, pursuant to the terms of that certain Participation Agreement dated as of the date hereof (herein, as amended and modified from time to time, called the "Participation Agreement") among Lessee, the Owner Trustee, the Owner Participants, the Indenture Trustee and the Lenders (as defined therein), sufficient funds available to make such payment and upon payment by the Owner Trustee of the amount required to be paid by it pursuant to subparagraph (a) of the third paragraph of Article 4 of the Conditional Sale Agreement. The Indenture Trustee shall not be obligated to make any of the above-mentioned payments at any time after the commencement of any proceedings specified in clause (c) of Article 16 of the Conditional Sale Agreement or if an event of default, or any event which with the lapse of time and/or demand provided for in the Conditional Sale Agreement would constitute an event of default, shall have occurred and be continuing under the Conditional Sale Agreement, if an Event of Default shall have occurred and be continuing under the Lease, or if an Indenture Default shall have occurred and be continuing. In the event that the Indenture Trustee shall not make any such payment, the Indenture Trustee shall reassign to such Contractor, without recourse to the Indenture Trustee and subject to the provisions of the Trust Indenture, all right, title and interest of the Indenture Trustee in and to the units of the Equipment with respect to which payment has not been made by the Indenture Trustee.

SECTION 5. The Indenture Trustee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Owner Trustee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving the written notice required in Article 15 of the Conditional Sale Agreement, enjoy all the rights and privileges and be subject to all the obligations of the Indenture Trustee hereunder.

**SECTION 6. Each Contractor hereby:**

(a) represents and warrants to the Indenture Trustee, its successors and assigns, that the Conditional Sale Agreement was duly authorized by it and lawfully executed and delivered by it for a valid consideration, that, assuming due authorization, execution and delivery by the Owner Trustee, the Conditional Sale Agreement is, insofar as such Contractor is concerned, a legal, valid and existing agreement binding against such Contractor in accordance with its terms and that it is now in force without amendment thereto;

(b) agrees with the Indenture Trustee that said Contractor will from time to time and at all times, at the request of the Indenture Trustee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Indenture Trustee or intended so to be;

(c) agrees with the Indenture Trustee that, upon request of the Indenture Trustee, its successors and assigns, said Contractor will execute any and all instruments which may be necessary or proper in order to discharge of record the Conditional Sale Agreement or any other instrument evidencing any interest of such Contractor therein or in the Equipment;

(d) agrees with the Indenture Trustee that it will not enter into any agreement subordinating, amending, modifying or terminating the Conditional Sale Agreement without the written consent of the Indenture Trustee, and that any attempted subordination, amendment, modification or termination of the Conditional Sale Agreement without such written consent shall be void. In the event that the Conditional Sale Agreement shall be amended as herein provided, the Conditional Sale Agreement, as so amended, shall continue to be subject to the provisions of this Assignment without the necessity of any further act by and of the parties hereto; and

(e) ratifies and confirms the Conditional Sale Agreement and does hereby agree that it will not, except as expressly provided herein, take or omit to take any action, the taking or omission of which might result in an alteration or impairment of the Conditional Sale Agreement or this Assignment or the foregoing sale and transfer made by it or of any of the rights created by the Conditional Sale Agreement or this Assignment or said sale and transfer.

**SECTION 7.** The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of Illinois; *provided, however*, that the parties shall be entitled to all the rights, conferred by Section 20c of the Interstate Commerce Act, such additional rights arising out of the filing, recording or depositing of the Conditional Sale Agreement, the Lease, the Lease Assignment, the Trust Indenture and this Assignment as shall be conferred by the laws of the several jurisdictions in which the Conditional Sale Agreement, the Lease, the Lease Assignment, the Trust Indenture or this Assignment shall be filed, recorded or deposited, or in which any unit of the Equipment shall be located, and any rights arising out of the marking of the units of the Equipment.

**SECTION 8.** The rights and obligations of the Contractors under this Assignment are several in accordance with their interests and not joint. Accordingly, whenever this Assignment by use of such designation as "each Contractor", "such Contractor" or other similar term, confers a right or imposes an obligation upon any Contractor or its successor, such right or obligation shall be construed to accrue to or to be enforceable against only the specific Contractor giving rise to such right or obligation and its successors as herein provided. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Indenture Trustee shall be deemed to be the original counterpart. Although for convenience this Assignment is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed. It shall not be necessary for all the Contractors to execute and deliver this Assignment or to execute the same counterpart of this Assignment, but when this

Assignment is executed and delivered by one or more Contractors and the Indenture Trustee it shall be a legal, valid and binding agreement between such Contractor or Contractors and the Indenture Trustee.

SECTION 9. This Assignment may be modified only by an instrument in writing signed by duly authorized representatives of each Contractor and by the Indenture Trustee, and shall be binding upon the respective successors and assigns of the parties hereto.

SECTION 10. The Indenture Trustee enters into and accepts this Assignment upon the terms and conditions set forth in Articles V and VI of the Trust Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Indenture Trustee in respect of any action taken by the Indenture Trustee hereunder. Without limiting the foregoing, the Indenture Trustee assumes no responsibility as to the validity or enforceability hereof, or for the correctness of the recitals of fact herein contained, which shall be taken as the statements, representations and warranties of the other parties hereto.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

PULLMAN INCORPORATED  
(Pullman Standard Division), as Contractor,

[CORPORATE SEAL]

By B. A. Bean  
Vice President

Attest:

William O. O'Keefe  
Assistant Secretary

THRALL CAR MANUFACTURING COMPANY  
as Contractor,

[CORPORATE SEAL]

By Jacome A. Thrall  
Vice President

Attest:

John Harty  
Assistant Secretary

NORTH AMERICAN CAR CORPORATION,  
in its capacity as Contractor,

[CORPORATE SEAL]

By W. J. [Signature]  
Vice President

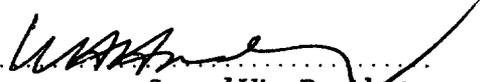
Attest:

Carl [Signature]  
Assistant Secretary

AMERICAN NATIONAL BANK & TRUST COMPANY OF  
CHICAGO, not in its individual capacity but solely  
as Indenture Trustee,

[CORPORATE SEAL]

By

  
Second Vice President

Attest:

  
Assistant Secretary



STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.:

On this 29th day of December, 1975, before me personally appeared *B. C. Buro*, to me personally known, who, being by me duly sworn, says that he is a Vice President of PULLMAN INCORPORATED (Pullman Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

*Lenny Catalano*  
Notary Public

[NOTARIAL SEAL]

My Commission expires 6-30-79

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.:

On this 27th day of December, 1975 before me personally appeared *James A. Thrall*, to me personally known, who, being by me duly sworn, says that he is Vice President of THRALL CAR MANUFACTURING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

*Edward E. Allred*  
Notary Public

[NOTARIAL SEAL]

My Commission expires September 27, 1977

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.:

On this 27th day of December, 1975, before me personally appeared *M. A. Synel*, to me personally known, who, being by me duly sworn, says that he is a Vice President of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

*Edward E. Allred*  
Notary Public

[NOTARIAL SEAL]

My Commission expires September 27, 1977

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.:

On this 26 day of December, 1975, before me personally appeared W. A. Ansley, to me personally known, who, being by me duly sworn, says that he is a Second Vice President of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association 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 national banking association.

*Sandra Payne*  
.....  
Notary Public

[NOTARIAL SEAL]

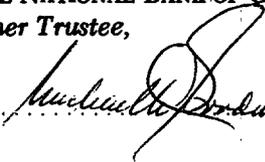
My Commission expires

MY COMMISSION EXPIRES JANUARY 15, 1978

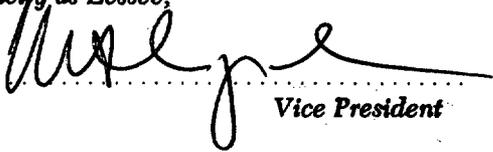
**ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT**

Receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment is hereby acknowledged as of December 1, 1975.

EXCHANGE NATIONAL BANK OF CHICAGO,  
*as Owner Trustee,*

By  .....  
*Vice President*

NORTH AMERICAN CAR CORPORATION,  
*in its capacity as Lessee,*

By  .....  
*Vice President*

**ANNEX A TO AGREEMENT AND ASSIGNMENT**

**DESCRIPTION OF EQUIPMENT**

<u>Type and AAR Mechanical Designation</u>	<u>Quantity</u>	<u>Lessee's Serial Numbers (Both Inclusive)</u>
Class 111A100W1, 100 Ton, 14,000 gallon capacity Tank car	10	NATX 13991-13999 NATX 14200
Class 111A100W1, 100 Ton, 16,000 gallon capacity exterior coiled and insulated Tank car	14	NATX 16602-16615
Class 111A100W1, 100 Ton, 25,775 gallon capacity Tank car	3	NATX 25786-25788
Class 111A100W1, 100 Ton, 30,650 gallon capacity Tank car	26	NATX 29764-29789
Class 111A100W1, 100 Ton, 31,000 gallon capacity Tank car	1	NATX 29141
Class 111A100W1, 100 Ton, 20,730 gallon capacity interior coiled Tank car	48	NATX 73463-73510
Class 111A100W1, 100 Ton, 20,730 gallon capacity interior coiled Tank car	61	NATX 73511-73571
Class 111A100W1, 100 Ton, 20,000 gallon capacity Tank car	10	NATX 75534-75543
Class 111A100W1, 100 Ton, 20,000 gallon capacity Tank car	1	NATX 75547
Class 111A100W1, 100 Ton, 24,000 gallon capacity exterior coiled and insulated Tank car	5	NATX 76658-76662
Class 111A100W1, 100 Ton, 24,000 gallon capacity interior coiled Tank car	30	NATX 78421-78450
Class 111A100W1, 100 Ton, 24,000 gallon capacity Tank car	24	NATX 81064-81087
Class L0, 100 Ton, 3,000 cubic foot capacity P.D. Hopper cars	1	NAHX 93217
Class L0, 100 Ton, 4,750 cubic foot capacity covered Hopper cars	36	NAHX 477914-477949
	25	NAHX 478243-478267
	17	NAHX 478351-478367
	13	NAHX 478387-478399
	50	NAHX 478700-478749
Class FB, 100 Ton, 56'8-1/2" bulkhead Flat cars	100	NAFX 11125-11224
<b>Total</b> .....	<b>475 Cars</b>	