



DONELAN CLEARY
WOOD & MASER, P.C.

November 1, 1999

New Recordation No. and -A RECORDATION NO. 22507, A FILED

NOV 1 '99 12-00 PM

Dear Mr. Williams:

On behalf of Bank of America, N.A. I submit for filing and recording under 49 U.S.C. § 11301 (a) and the regulations applicable thereunder, executed counterparts of a primary document, not previously recorded, entitled Chattel Mortgage and Security Agreement ("Mortgage"), dated and executed October 29, 1999 and executed counterparts of a related secondary document, not previously recorded, entitled Assignment of Leases ("Assignment"), executed and entered into as of October 29, 1998.

The parties to the enclosed Mortgage and Assignment are:

GLNX Corporation - MORTGAGOR/ASSIGNOR
Suite 450
1007 Grogan's Mill Road
The Woodlands, TX 77380

Bank of America, N.A. - MORTGAGEE/ASSIGNEE
7th Floor
700 Louisiana
Houston, TX 77002

The said Mortgage, among other things, acts to grant by the Mortgagor to the Mortgagee a security interest in all rolling stock now owned or hereafter acquired by the Mortgagor and the Assignment, among other things, acts to assign by the Mortgagor to the Mortgagee a security interest in all leases of all rolling stock now owned or hereafter acquired by the Mortgagor.

The equipment covered by the instant Mortgage and Assignment is all rolling stock now owned or hereafter acquired by the Mortgagor.

A short summary of the Mortgage and Assignment to appear in the Surface Transportation Board Index is as follows:

"Covers all rolling stock of Mortgagor, and the leases thereof, now owned or hereafter acquired."

Enclosed is a check in the amount of fifty-two dollars (\$52.00) in payment of the filing fees.

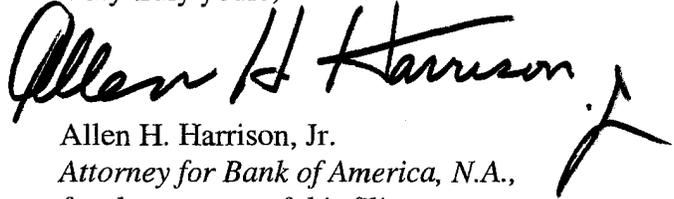
ATTORNEYS AND COUNSELORS AT LAW

1100 New York Avenue, N.W., Suite 750, Washington, D.C. 20005-3934, Tel: 202-371-9500, Fax: 202-371-0900

counterparts to UH of Garrison

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the letter/fee receipt from the Surface Transportation Board acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,

A handwritten signature in black ink that reads "Allen H. Harrison, Jr." with a stylized flourish at the end.

Allen H. Harrison, Jr.
*Attorney for Bank of America, N.A.,
for the purpose of this filing.*

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

Enclosures

BY HAND

8211-020

ASSIGNMENT OF LEASES

NOV 1 '99 12-00 PM

THIS ASSIGNMENT AND AGREEMENT ("Assignment") is entered into as of October 29, 1999, by GLNX CORPORATION, a Texas corporation ("Assignor"), for the benefit of BANK OF AMERICA, N.A., a national association ("Assignee").

WITNESSETH

WHEREAS, Assignor, as Borrower, and Assignee, as Lender, have entered into a certain Loan Agreement ("Loan Agreement"), dated as of the date hereof, providing for the loan by Lender to Borrower of the sum of \$3,500,000.00, and capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement; and

WHEREAS, Borrower's obligations under the Loan Agreement are secured, inter alia, by a Security Interest in certain collateral described in the Loan Agreement and on Exhibit "A" attached hereto and by this reference made a part hereof (the "Collateral"); and

WHEREAS, Assignor has entered into various lease agreements, including without limitation those described on Exhibit "B" attached hereto and by this reference made a part hereof, and desires to enter into other lease agreements in the future (collectively, the "Leases") with various lessees ("Lessees") each of which leases, inter alia, one or more items of the Collateral to a Lessee; and

WHEREAS, pursuant to the Loan Agreement, Assignee is willing to consent to the Leases if (i) Assignor will continue to remain responsible and liable under the Loan Agreement for the full and complete performance of all of Assignor's obligations thereunder and (ii) Assignor assigns to Assignee the Leases as herein provided.

NOW, THEREFORE, Assignor hereby covenants and agrees as follows:

1. GRANT. Assignor does hereby grant, sell, transfer and assign to Assignee all of the right, title and interest of Assignor in and to each of the Leases, whether now existing or hereafter arising, but solely to the extent to which each Lease relates to a portion of the Collateral, together with all rentals, payments, income, profits, per diem mileage, mileage credits, excess mileage credits, insurance proceeds, and proceeds from requisition or taking ("Payments") now due and which may hereafter become due to Assignor by virtue of any portion of the Collateral being the subject matter, or a portion of the subject matter, of any of the Leases. The parties acknowledge that some or all of the Leases cover railcars or rolling stock owned by Assignor but which does not constitute a part of the Collateral, and that some or all of the Leases cover railcars, or rolling stock which is not owned by Assignor but with respect to which Assignor acts as agent for the owner/lessor thereof. By this Assignment, Assignor is only granting to and creating a security interest in Assignee to the extent any of the Leases, or any payments or proceeds deriving therefrom, relate to any portion of the Collateral. Hereafter throughout this Assignment, any and all references to the Leases are intended to be understood in the context of the foregoing limitation, unless specifically indicated

otherwise. Upon an Event of Default, Assignor hereby irrevocably appoints Assignee as Assignor's true and lawful attorney, in its name and stead (with or without taking possession of the Collateral), to enforce said Leases and to collect all of said Payments.

2. SECURITY. This Assignment is for the purpose of securing:

(a) Payment in full of all sums, together with interest thereon, becoming due and payable to Assignee under the provisions of the Loan Agreement, the other loan documents executed pursuant to the Loan Agreement (the "Loan Documents") or pursuant hereto; and

(b) Performance and discharge of each and every obligation, covenant, condition and agreement of Assignor contained herein and of the Borrower contained in the Loan Agreement and the Loan Documents.

3. REPRESENTATIONS AND WARRANTIES. Assignor covenants with and represents and warrants to Assignee that:

(a) Notwithstanding this Assignment and the exercise by Assignee of any rights assigned hereunder, Assignor will nevertheless, at all times for the duration of the Leases and at Assignor's sole cost and expense (i) perform and discharge each and every obligation, covenant, condition and agreement of Assignor under the Leases, and (ii) use reasonable diligence to enforce or secure the performance of each and every obligation, covenant, condition, and agreement to be performed by the Lessees pursuant to the Leases.

(b) No Payment under the Leases will be forgiven, released, reduced or discounted, or otherwise discharged or compromised by Assignor which materially adversely affects the obligations of the Lessees taken as a whole.

(c) Assignor is the sole party entitled to receive said Payments, and to enjoy all the other rights and benefits mentioned herein, and the same have not been heretofore nor will they be hereinafter granted, sold, transferred or assigned by Assignor to any other person. Assignor has the right to grant, sell, transfer and assign the same and to grant and confer upon Assignee the rights, interests, powers and/or authority herein granted and conferred, and no consent from any Lessee is required under the terms of the Lease with respect to which such Lessee is a party, nor has any such obligation for Lessee consent otherwise been agreed to by Assignor.

(d) (i) Assignor has the full power and legal right to make this Assignment and all proceedings necessary to authorize this Assignment have been taken; (ii) the existing Leases are in full force and effect, all Collateral has been delivered to and accepted by the Lessees pursuant to the Leases, and neither Assignor nor any of the Lessees are in default thereunder (exclusive of minor or immaterial defaults which do not affect any material portion of Leases, which are ordinary or customary in the industry or which are consistent with Assignor's prior course of dealing with such Lessees, and as to which Leases Assignor expects to fully realize the benefits granted by such

Leases); (iii) the Loan Agreement is in full force and effect and Assignor is not in default thereunder; (iv) the existing Leases are valid, binding and enforceable against Assignor and the Lessees in accordance with their terms; and (v) the Loan Agreement and the Loan Documents are valid, binding and enforceable against Assignor in accordance with its terms.

(e) Assignor will execute and deliver, immediately upon the request of Assignee, all such further assurances of assignment of the Leases as Assignee shall from time to time require, and will pay all recording and filing fees or other charges that may be incident to or may arise out of the recording of the same or of this Assignment. Assignor will execute upon request any and all instruments requested by Assignee to carry this Assignment into effect or to accomplish any other purposes deemed by Assignee to be necessary or appropriate in connection with this Assignment.

(f) Each of the Leases are and shall remain a true lease and not an installment sale.

4. EXERCISE OF RIGHTS.

(a) Although it is the intention of the parties that this Assignment shall be a present assignment, it is understood and agreed that Assignee will not exercise any of its rights and powers hereunder until and unless there shall exist an Event of Default (as defined in the Loan Agreement), and so long as none of the same shall occur, Assignor shall have the license to collect, but not in advance of their due date, all Payments due under the Leases and to retain, use and enjoy the same.

(b) If an Event of Default exists, Assignee may, at its option (i) enforce any and all of Assignee's rights and remedies under the Loan Agreement and the Loan Documents, and/or (ii) take such action as it deems proper or necessary to collect the Payments from Lessees, which Payments Assignee may then retain, use and enjoy. In furtherance thereof, Assignee may make, cancel, enforce or modify the Leases, and do any acts or things which Assignee deems proper to protect the security hereof, and may, in its own name or Assignor's name, sue for or otherwise collect and receive the Payments, including those past due and unpaid, and apply the same in accordance with the provisions of this Assignment.

(c) In the exercise of the rights and powers conferred upon it by this Assignment, Assignee shall have the full power to hold, use and apply all of the Payments to the payment of or on account of any sums due under the Loan Agreement, to the notes executed pursuant to the foregoing, and to any cost and expense of collection, including reasonable attorneys' fees, in the manner set forth within the Loan Agreement.

5. NO LIABILITY OF ASSIGNEE. This Assignment shall not operate to increase Assignee's obligations or liabilities or decrease Assignee's rights and remedies under the Loan Agreement. Assignee shall not be responsible for any loss, liability or damage under the Leases, or under or by reason of this Assignment, other than to the extent such loss, liability or damage arises

from the gross negligence or willful misconduct of Assignee. Should Assignee incur any such liability, loss or damage, including without limitation such liability, loss or damage incurred in the defense of any claims or demands whatsoever asserted against Assignee under the Leases or under or by reason of this Assignment, the amount thereof, including costs, expenses and attorneys' fees, shall be additional sums secured hereby, shall bear interest at the default interest rate specified in the Loan Agreement, and Assignor agrees that it shall reimburse Assignee therefor immediately upon demand.

6. AUTHORIZATION TO RECOGNIZE CLAIMS OF ASSIGNEE. Each of the Lessees is hereby authorized to recognize the claims of Assignee hereunder when made under the sole signature of Assignee, without investigating the reason for any action taken by Assignee, or the validity of the amounts due and owing to Assignee, or the existence of any default under the Loan Agreement or hereunder, or the application to be made by Assignee of any amount to be paid to Assignee. Following the occurrence of an Event of Default, checks for all or any part of the Payments collected under this Assignment shall be drawn at Assignee's option to the exclusive order of Assignee.

7. NATURE OF REMEDIES. The remedies herein set forth shall be deemed special remedies given to Assignee and shall not be deemed exclusive of any other remedies granted in the Loan Agreement, the Loan Documents, or by law, all of which shall be cumulative with the remedies herein granted. Any right or remedy exercised hereunder by Assignee including, without limitation, the collection of the Payments and the application thereof as aforesaid shall not cure, modify or waive any default or any notice thereof under the Loan Agreement or the Loan Documents or invalidate any act done pursuant to such notice. No delay or failure of Assignee to exercise any right or remedy hereunder or under the Loan Agreement, the Loan Documents, or the Leases shall be deemed to be a waiver thereof, and the single or partial exercise by Assignee of any right or remedy hereunder, under the Loan Agreement, the Loan Documents or the Leases shall not preclude any other or further exercise thereof or the exercise of any other right or remedy at any time.

8. CROSS DEFAULT. Any default by Assignor in the performance of any obligation, covenant, condition or agreement herein contained shall, at Assignee's option and following the expiration of applicable cure and/or grace periods set forth in the Agreement, the relevant provisions of which are incorporated herein by reference, constitute and be deemed an Event of Default under the terms of the Loan Agreement.

9. BINDING. This Assignment and each and every covenant, agreement and other provision hereof shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

10. DURATION. This Assignment shall continue in full force and effect until (i) the payment in full of all sums due to Assignee under the Loan Documents and the Note executed in connection therewith and (ii) the performance and discharge of each and every obligation, covenant,

condition and agreement of Assignor thereunder and hereunder required to be performed on or before the date of payment in full of the Note.

11. SEVERABILITY. The unenforceability, illegality or invalidity of any provision hereof shall not render any other provision or provisions herein contained unenforceable, illegal or invalid, and this Assignment shall be construed as if such unenforceable, illegal or invalid provision had never been contained herein.

12. NOTICES. All notices hereunder shall be in writing and shall be deemed to have been duly given if sent as provided in the Loan Agreement.

13. APPLICABLE LAW; VENUE; SERVICE OF PROCESS. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America. This Assignment has been entered into in Harris County, Texas, and it shall be performable for all purposes in Harris County, Texas. Assignor agrees that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified or determined in accordance with the notice provisions of the Loan Agreement.

14. ARBITRATION. EXCEPT AS SET OUT BELOW, ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THE PARTIES HERETO INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATING TO THIS DOCUMENT OR ANY RELATED DOCUMENTS, INCLUDING ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT (COLLECTIVELY, "CLAIM"), SHALL BE DETERMINED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (OR IF NOT APPLICABLE, THE APPLICABLE STATE LAW), THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF J.A.M.S./ENDISPUTE OR ANY SUCCESSOR THEREOF ("J.A.M.S."), AND THE "SPECIAL RULES" SET FORTH BELOW. IN THE EVENT OF ANY INCONSISTENCY, THE SPECIAL RULES SHALL CONTROL. JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ANY PARTY TO THIS DOCUMENT MAY BRING AN ACTION, INCLUDING A SUMMARY OR EXPEDITED PROCEEDING, TO COMPEL ARBITRATION OF ANY CLAIM IN ANY COURT HAVING JURISDICTION OVER SUCH ACTION. THE INSTITUTION AND MAINTENANCE OF AN ACTION FOR ANY JUDICIAL RELIEF SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE PLAINTIFF, TO SUBMIT THE CLAIM TO ARBITRATION IF ANY OTHER PARTY CONTESTS SUCH ACTION FOR JUDICIAL RELIEF.

(a) SPECIAL RULES. ANY ARBITRATION SHALL BE CONDUCTED IN HARRIS COUNTY, TEXAS, AND ADMINISTERED BY J.A.M.S. WHO WILL APPOINT AN ARBITRATOR; IF J.A.M.S. IS UNABLE OR LEGALLY PRECLUDED FROM ADMINISTERING THE ARBITRATION, THEN THE AMERICAN ARBITRATION ASSOCIATION WILL SERVE. ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN 90 DAYS OF THE DEMAND FOR ARBITRATION; FURTHER, THE ARBITRATOR

SHALL ONLY, UPON A SHOWING OF CAUSE, BE PERMITTED TO EXTEND THE COMMENCEMENT OF SUCH HEARING FOR UP TO AN ADDITIONAL 60 DAYS. ANY DISPUTE CONCERNING THIS ARBITRATION PROVISION OR WHETHER A CLAIM IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE POWER TO AWARD LEGAL FEES PURSUANT TO THE TERMS OF THIS DOCUMENT.

(b) RESERVATION OF RIGHTS. NOTHING IN THIS ARBITRATION PROVISION SHALL BE DEEMED TO (I) LIMIT THE APPLICABILITY OF ANY OTHERWISE APPLICABLE STATUTES OF LIMITATION OR REPOSE AND ANY WAIVERS CONTAINED IN THIS DOCUMENT; OR (II) BE A WAIVER BY BANK OF THE PROTECTION AFFORDED TO IT BY 12 U.S.C. SEC. 91 OR ANY SUBSTANTIALLY EQUIVALENT STATE LAW; OR (III) LIMIT THE RIGHT OF ANY PARTY HERETO (A) TO EXERCISE SELF HELP REMEDIES SUCH AS (BUT NOT LIMITED TO) SETOFF, OR (B) TO FORECLOSE AGAINST OR SELL ANY REAL OR PERSONAL PROPERTY COLLATERAL, OR (C) TO OBTAIN FROM A COURT PROVISIONAL OR ANCILLARY REMEDIES SUCH AS (BUT NOT LIMITED TO) INJUNCTIVE RELIEF, WRIT OF POSSESSION OR THE APPOINTMENT OF A RECEIVER. ANY PARTY MAY EXERCISE SUCH SELF HELP RIGHTS, FORECLOSE OR SELL COLLATERAL OR OBTAIN SUCH PROVISIONAL OR ANCILLARY REMEDIES BEFORE, DURING OR AFTER THE PENDENCY OF ANY ARBITRATION PROCEEDING BROUGHT PURSUANT TO THIS DOCUMENT. NONE OF THESE ACTIONS SHALL CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE CLAIMANT IN ANY SUCH ACTION, TO ARBITRATE THE MERITS OF THE CLAIM OCCASIONING RESORT TO SUCH REMEDIES OR PROCEDURES.

(c) WAIVER OF CERTAIN DAMAGES. THE PARTIES HERETO WAIVE ANY RIGHT OR REMEDY EITHER MAY HAVE AGAINST THE OTHER TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF ANY CLAIM WHETHER THE CLAIM IS RESOLVED BY ARBITRATION OR BY JUDICIAL ACTION.

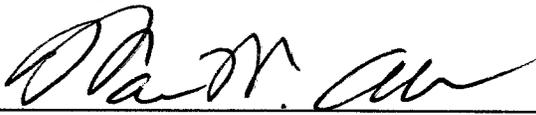
(d) WAIVER OF JURY TRIAL. BY AGREEING TO BINDING ARBITRATION, THE PARTIES HERETO KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BETWEEN OR AMONG THE PARTIES HERETO. FURTHERMORE, WITHOUT INTENDING IN ANY WAY TO LIMIT THIS ASSIGNMENT TO ARBITRATE, TO THE EXTENT ANY SUCH CLAIM BETWEEN OR AMONG THE PARTIES HERETO IS NOT ARBITRATED, THE PARTIES HERETO KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF SUCH CLAIM. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS DOCUMENT.

15. ENTIRE AGREEMENT. THIS ASSIGNMENT, THE NOTE AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES

HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO. THE PROVISIONS OF THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS TO WHICH ASSIGNOR IS A PARTY MAY BE AMENDED OR WAIVED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE PARTIES HERETO.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed in its name as of the day and year first above written.

GLNX CORPORATION,
a Texas corporation

By: 

Warner W. Abel
President

BANK OF AMERICA, N.A.,
a national banking association

By: 

Joseph R. Patterson, Jr.
Senior Vice President

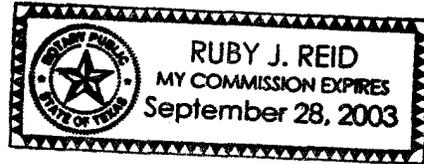
State of Texas)
) ss.
County of Harris)

On this 26th day of OCTOBER, 1999, before me personally appeared Warner W. Abel, to me personally known, who being by me duly sworn, says that he is the President of GLNX Corporation, a Texas corporation, that the seal 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.

Ruby J. Reid
Signature of Notary Public

SEAL

My Commission Expires:

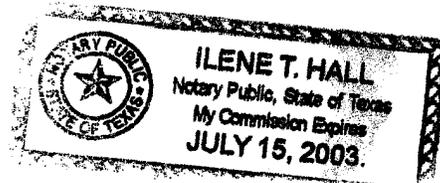


State of Texas)
) ss:
County of Harris)

On this 29th day of October, 1999, before me personally appeared Joseph R. Patterson, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of Bank of America, N.A., a national banking association, that said instrument was signed on behalf of said by authority of the board of directors of said bank, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Ilene T. Hall
Signature of Notary Public

My Commission Expires:



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EXHIBIT A

COLLATERAL

Those railroad cars described and listed on Schedule 1 attached hereto and made a part hereof, and any railroad cars described and listed on any additional Schedules subsequently attached hereto, each of which shall automatically be made a part hereof, including:

- (i) all attachments, accessions, fittings, equipment and property now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof;
- (ii) all books and records relating to any of the foregoing whether presently existing or hereafter arising, including, without limitation, all tapes, cards, computer programs and computer data of any computer service bureau or other third party;
- (iii) all improvements and replacements hereafter made in or to the foregoing; and
- (iv) any and all products and proceeds of the foregoing in any form, including without limitation, any and all proceeds of the sale, lease, requisition, taking or other dispositions of any or all of the foregoing (including, without limitation, all income, profits, lease and rental payments, per diem mileage, mileage credits, excess mileage credits, and any and all other revenues or monies of whatsoever nature generated by or attributable to the foregoing), any claims against third parties for loss, damage or destruction of any or all of the foregoing, and all insurance proceeds relating to all of the above.

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EXHIBIT A

Car Number	Date Built	Builder	DOT Spec
GLNX 405	11/79	Richmond Tank Car	LO-4750
GLNX 406	01/79	Richmond Tank Car	LO-4750
GLNX 407	11/79	Richmond Tank Car	LO-4750
GLNX 408	11/79	Richmond Tank Car	LO-4750
GLNX 410	11/79	Richmond Tank Car	LO-4750
GLNX 412	11/79	Richmond Tank Car	LO-4750
GLNX 413	11/79	Richmond Tank Car	LO-4750
GLNX 414	11/79	Richmond Tank Car	LO-4750
GLNX 416	12/79	Richmond Tank Car	LO-4750
GLNX 417	12/79	Richmond Tank Car	LO-4750
GLNX 418	12/79	Richmond Tank Car	LO-4750
GLNX 419	12/79	Richmond Tank Car	LO-4750

Total of 12 covered hopper cars (4,750 cubic feet)

GLNX 21000	05/79	ACF	111A100W1
GLNX 21005	03/79	ACF	111A100W1
GLNX 21006	03/79	ACF	111A100W1
GLNX 21008	03/79	ACF	111A100W1
GLNX 21009	03/79	ACF	111A100W1
GLNX 21010	03/79	ACF	111A100W1
GLNX 21011	03/79	ACF	111A100W1
GLNX 21012	03/79	ACF	111A100W1
GLNX 21013	05/79	ACF	111A100W1
GLNX 21022	03/79	ACF	111A100W1
GLNX 21023	03/79	ACF	111A100W1
GLNX 21024	03/79	ACF	111A100W1
GLNX 21025	03/79	ACF	111A100W1
GLNX 21026	03/79	ACF	111A100W1
GLNX 21030	03/79	ACF	111A100W1
GLNX 21034	03/79	ACF	111A100W1
GLNX 21035	03/79	ACF	111A100W1
GLNX 21036	05/79	ACF	111A100W1
GLNX 21038	05/79	ACF	111A100W1
GLNX 21039	05/79	ACF	111A100W1
GLNX 21040	05/79	ACF	111A100W1
GLNX 21041	05/79	ACF	111A100W1

Total of 22 - 20,000 gallon general purpose cars

GLNX 3620	08/80	Richmond Tank Car	111A100W3
GLNX 23102	12/79	Richmond Tank Car	111A100W3
GLNX 23103	01/80	Richmond Tank Car	111A100W3
GLNX 23104	02/80	Richmond Tank Car	111A100W3

Car Number	Date Built	Builder	DOT Spec
GLNX 23105	01/80	Richmond Tank Car	111A100W3
GLNX 23106	12/79	Richmond Tank Car	111A100W3
GLNX 23107	12/79	Richmond Tank Car	111A100W3
GLNX 23108	12/79	Richmond Tank Car	111A100W3
GLNX 23109	12/79	Richmond Tank Car	111A100W3
GLNX 23110	12/79	Richmond Tank Car	111A100W3
GLNX 23111	02/80	Richmond Tank Car	111A100W3
GLNX 23112	02/80	Richmond Tank Car	111A100W3
GLNX 23113	02/80	Richmond Tank Car	111A100W3
GLNX 23114	12/79	Richmond Tank Car	111A100W3
GLNX 23118	12/79	Richmond Tank Car	111A100W3
GLNX 23119	12/79	Richmond Tank Car	111A100W3
GLNX 23120	12/79	Richmond Tank Car	111A100W3
GLNX 23121	12/79	Richmond Tank Car	111A100W3
GLNX 23122	01/80	Richmond Tank Car	111A100W3
GLNX 23123	12/79	Richmond Tank Car	111A100W3
GLNX 23124	12/79	Richmond Tank Car	111A100W3
GLNX 23125	12/79	Richmond Tank Car	111A100W3
GLNX 23126	12/79	Richmond Tank Car	111A100W3
GLNX 23127	01/80	Richmond Tank Car	111A100W3
GLNX 23128	01/80	Richmond Tank Car	111A100W3
GLNX 23129	01/80	Richmond Tank Car	111A100W3
GLNX 23130	12/79	Richmond Tank Car	111A100W3
GLNX 23131	12/79	Richmond Tank Car	111A100W3
GLNX 23132	12/79	Richmond Tank Car	111A100W3
GLNX 23133	12/79	Richmond Tank Car	111A100W3
GLNX 23134	12/79	Richmond Tank Car	111A100W3
GLNX 23135	12/79	Richmond Tank Car	111A100W3
GLNX 23136	12/79	Richmond Tank Car	111A100W3
GLNX 23137	12/79	Richmond Tank Car	111A100W3
GLNX 23138	01/80	Richmond Tank Car	111A100W3
GLNX 23139	01/80	Richmond Tank Car	111A100W3
GLNX 23142	01/80	Richmond Tank Car	111A100W3
GLNX 23143	01/80	Richmond Tank Car	111A100W3
GLNX 23144	12/79	Richmond Tank Car	111A100W3
GLNX 23145	12/79	Richmond Tank Car	111A100W3
GLNX 23146	12/79	Richmond Tank Car	111A100W3
GLNX 23147	01/80	Richmond Tank Car	111A100W3
GLNX 23148	12/79	Richmond Tank Car	111A100W3
GLNX 23149	12/79	Richmond Tank Car	111A100W3
GLNX 23184	05/80	Richmond Tank Car	111A100W3
GLNX 23185	05/80	Richmond Tank Car	111A100W3
GLNX 23187	04/80	Richmond Tank Car	111A100W3
GLNX 23188	05/80	Richmond Tank Car	111A100W3
GLNX 23189	05/80	Richmond Tank Car	111A100W3
GLNX 23190	05/80	Richmond Tank Car	111A100W3
GLNX 23191	05/80	Richmond Tank Car	111A100W3

Car Number	Date Built	Builder	DOT Spec
GLNX 23192	05/80	Richmond Tank Car	111A100W3
GLNX 23193	05/80	Richmond Tank Car	111A100W3
GLNX 23195	06/80	Richmond Tank Car	111A100W3
GLNX 23196	05/80	Richmond Tank Car	111A100W3
GLNX 23197	05/80	Richmond Tank Car	111A100W3
GLNX 23199	05/80	Richmond Tank Car	111A100W3
GLNX 23206	05/80	Richmond Tank Car	111A100W3
GLNX 23207	01/80	Richmond Tank Car	111A100W3
GLNX 23209	05/80	Richmond Tank Car	111A100W3
GLNX 23210	01/80	Richmond Tank Car	111A100W3
GLNX 23211	05/80	Richmond Tank Car	111A100W3
GLNX 23212	05/80	Richmond Tank Car	111A100W3
GLNX 23215	05/80	Richmond Tank Car	111A100W3
GLNX 23216	05/80	Richmond Tank Car	111A100W3
GLNX 23217	05/80	Richmond Tank Car	111A100W3
GLNX 23218	05/80	Richmond Tank Car	111A100W3
GLNX 23219	05/80	Richmond Tank Car	111A100W3
GLNX 23220	05/80	Richmond Tank Car	111A100W3
GLNX 23221	05/80	Richmond Tank Car	111A100W3
GLNX 23224	05/80	Richmond Tank Car	111A100W3
GLNX 23232	05/80	Richmond Tank Car	111A100W3
GLNX 23236	05/80	Richmond Tank Car	111A100W3
GLNX 23238	05/80	Richmond Tank Car	111A100W3
GLNX 23239	05/80	Richmond Tank Car	111A100W3
GLNX 23241	06/80	Richmond Tank Car	111A100W3
GLNX 23242	06/80	Richmond Tank Car	111A100W3
GLNX 23245	06/80	Richmond Tank Car	111A100W3
GLNX 23246	05/80	Richmond Tank Car	111A100W3
GLNX 23247	05/80	Richmond Tank Car	111A100W3
GLNX 23248	06/80	Richmond Tank Car	111A100W3
GLNX 24130	08/78	Richmond Tank Car	111A100W3
GLNX 24131	08/78	Richmond Tank Car	111A100W3
GLNX 24132	08/78	Richmond Tank Car	111A100W3
GLNX 24133	08/78	Richmond Tank Car	111A100W3
GLNX 24135	08/78	Richmond Tank Car	111A100W3
GLNX 24136	08/78	Richmond Tank Car	111A100W3
GLNX 24137	08/78	Richmond Tank Car	111A100W3
GLNX 24138	08/78	Richmond Tank Car	111A100W3
GLNX 24139	08/78	Richmond Tank Car	111A100W3
GLNX 24140	08/78	Richmond Tank Car	111A100W3
GLNX 24141	08/78	Richmond Tank Car	111A100W3
GLNX 24142	08/78	Richmond Tank Car	111A100W3
GLNX 24143	08/78	Richmond Tank Car	111A100W3
GLNX 24144	08/78	Richmond Tank Car	111A100W3
GLNX 24145	08/78	Richmond Tank Car	111A100W3
GLNX 24146	08/78	Richmond Tank Car	111A100W3
GLNX 24147	08/78	Richmond Tank Car	111A100W3

Car Number	Date Built	Builder	DOT Spec
GLNX 24148	08/78	Richmond Tank Car	111A100W3
GLNX 24150	08/78	Richmond Tank Car	111A100W3
GLNX 24151	08/78	Richmond Tank Car	111A100W3
GLNX 24152	05/78	Richmond Tank Car	111A100W3
GLNX 24153	05/78	Richmond Tank Car	111A100W3
GLNX 24154	05/78	Richmond Tank Car	111A100W3
GLNX 24155	05/78	Richmond Tank Car	111A100W3
GLNX 24156	05/78	Richmond Tank Car	111A100W3
GLNX 24157	05/78	Richmond Tank Car	111A100W3
GLNX 24158	05/78	Richmond Tank Car	111A100W3
GLNX 24159	05/78	Richmond Tank Car	111A100W3
GLNX 24160	05/78	Richmond Tank Car	111A100W3
GLNX 24162	06/78	Richmond Tank Car	111A100W3
GLNX 24163	05/78	Richmond Tank Car	111A100W3
GLNX 24164	05/78	Richmond Tank Car	111A100W3
GLNX 24165	05/78	Richmond Tank Car	111A100W3
GLNX 24167	05/78	Richmond Tank Car	111A100W3
GLNX 24168	05/78	Richmond Tank Car	111A100W3
GLNX 24169	05/78	Richmond Tank Car	111A100W3
GLNX 24170	07/78	Richmond Tank Car	111A100W3
GLNX 24171	07/78	Richmond Tank Car	111A100W3
GLNX 24172	07/78	Richmond Tank Car	111A100W3
GLNX 24173	07/78	Richmond Tank Car	111A100W3
GLNX 24174	07/78	Richmond Tank Car	111A100W3
GLNX 24175	07/78	Richmond Tank Car	111A100W3
GLNX 24176	10/78	Richmond Tank Car	111A100W3
GLNX 24177	10/78	Richmond Tank Car	111A100W3
GLNX 24178	10/78	Richmond Tank Car	111A100W3
GLNX 24179	10/78	Richmond Tank Car	111A100W3
GLNX 86014	01/75	Richmond Tank Car	111A100W3
GLNX 86015	01/75	Richmond Tank Car	111A100W3
GLNX 86016	01/75	Richmond Tank Car	111A100W3
GLNX 86017	01/75	Richmond Tank Car	111A100W3
GLNX 86019	11/78	Richmond Tank Car	111A100W3
GLNX 86020	10/75	Richmond Tank Car	111A100W3
GLNX 86024	10/75	Richmond Tank Car	111A100W3
GLNX 86028	06/76	Richmond Tank Car	111A100W3
GLNX 86029	01/76	Richmond Tank Car	111A100W3
GLNX 86030	10/75	Richmond Tank Car	111A100W3
GLNX 86031	01/75	Richmond Tank Car	111A100W3
GLNX 86035	10/75	Richmond Tank Car	111A100W3
GLNX 86049	06/76	Richmond Tank Car	111A100W3
GLNX 86050	10/75	Richmond Tank Car	111A100W3
GLNX 86060	01/75	Richmond Tank Car	111A100W3
GLNX 86062	10/75	Richmond Tank Car	111A100W3
GLNX 86075	06/80	Richmond Tank Car	111A100W3
GLNX 86077	06/76	Richmond Tank Car	111A100W3

Car Number	Date Built	Builder	DOT Spec
GLNX 86084	06/80	Richmond Tank Car	111A100W3
GLNX 86085	06/80	Richmond Tank Car	111A100W3
GLNX 86095	06/76	Richmond Tank Car	111A100W3
GLNX 86098	06/80	Richmond Tank Car	111A100W3
GLNX 86101	06/80	Richmond Tank Car	111A100W3
GLNX 86102	10/80	Richmond Tank Car	111A100W3
GLNX 86105	06/80	Richmond Tank Car	111A100W3
GLNX 86106	06/80	Richmond Tank Car	111A100W3
GLNX 86108	06/80	Richmond Tank Car	111A100W3
GLNX 86110	10/80	Richmond Tank Car	111A100W3
GLNX 86111	06/80	Richmond Tank Car	111A100W3
GLNX 86112	06/80	Richmond Tank Car	111A100W3
GLNX 86113	06/80	Richmond Tank Car	111A100W3
GLNX 86114	06/80	Richmond Tank Car	111A100W3
GLNX 86115	06/80	Richmond Tank Car	111A100W3
GLNX 86116	06/80	Richmond Tank Car	111A100W3
GLNX 86117	06/80	Richmond Tank Car	111A100W3
GLNX 86118	10/80	Richmond Tank Car	111A100W3
GLNX 86119	05/80	Richmond Tank Car	111A100W3
GLNX 86126	06/76	Richmond Tank Car	111A100W3
GLNX 86130	02/77	Richmond Tank Car	111A100W3
GLNX 86132	12/76	Richmond Tank Car	111A100W3
GLNX 86133	11/78	Richmond Tank Car	111A100W3
GLNX 86135	11/78	Richmond Tank Car	111A100W3
GLNX 86136	10/80	Richmond Tank Car	111A100W3
GLNX 86137	08/76	Richmond Tank Car	111A100W3
GLNX 86141	06/76	Richmond Tank Car	111A100W3
GLNX 86142	07/76	Richmond Tank Car	111A100W3
GLNX 86144	06/80	Richmond Tank Car	111A100W3
GLNX 86149	06/80	Richmond Tank Car	111A100W3
GLNX 86150	06/80	Richmond Tank Car	111A100W3
GLNX 86153	10/80	Richmond Tank Car	111A100W3
GLNX 86155	11/78	Richmond Tank Car	111A100W3
GLNX 86156	11/78	Richmond Tank Car	111A100W3
GLNX 86158	11/78	Richmond Tank Car	111A100W3
GLNX 86161	11/78	Richmond Tank Car	111A100W3
GLNX 86164	11/78	Richmond Tank Car	111A100W3
GLNX 86167	11/78	Richmond Tank Car	111A100W3
GLNX 86174	11/78	Richmond Tank Car	111A100W3
GLNX 86175	11/78	Richmond Tank Car	111A100W3
GLNX 86176	11/78	Richmond Tank Car	111A100W3
GLNX 86179	11/78	Richmond Tank Car	111A100W3
GLNX 86181	03/76	Richmond Tank Car	111A100W3
GLNX 86185	10/80	Richmond Tank Car	111A100W3
GLNX 86187	02/77	Richmond Tank Car	111A100W3
GLNX 86195	11/78	Richmond Tank Car	111A100W3
GLNX 86196	11/80	Richmond Tank Car	111A100W3

Car Number	Date Built	Builder	DOT Spec
GLNX 86197	11/78	Richmond Tank Car	111A100W3
GLNX 86199	11/78	Richmond Tank Car	111A100W3
GLNX 86200	11/78	Richmond Tank Car	111A100W3
GLNX 86201	11/78	Richmond Tank Car	111A100W3
GLNX 86202	11/78	Richmond Tank Car	111A100W3
GLNX 86203	06/80	Richmond Tank Car	111A100W3
GLNX 86204	06/80	Richmond Tank Car	111A100W3
GLNX 86207	03/76	Richmond Tank Car	111A100W3
GLNX 86211	06/80	Richmond Tank Car	111A100W3
GLNX 86213	06/80	Richmond Tank Car	111A100W3
GLNX 86214	03/76	Richmond Tank Car	111A100W3
GLNX 86215	03/76	Richmond Tank Car	111A100W3
GLNX 86216	06/80	Richmond Tank Car	111A100W3
GLNX 86217	06/80	Richmond Tank Car	111A100W3
GLNX 86219	11/78	Richmond Tank Car	111A100W3
GLNX 86222	06/80	Richmond Tank Car	111A100W3
GLNX 86224	06/80	Richmond Tank Car	111A100W3
GLNX 86227	06/80	Richmond Tank Car	111A100W3
GLNX 86230	12/78	Richmond Tank Car	111A100W3
GLNX 86231	12/78	Richmond Tank Car	111A100W3
GLNX 86239	10/75	Richmond Tank Car	111A100W3
GLNX 86245	10/75	Richmond Tank Car	111A100W3
GLNX 86251	06/76	Richmond Tank Car	111A100W3
GLNX 86253	06/76	Richmond Tank Car	111A100W3
GLNX 86261	12/78	Richmond Tank Car	111A100W3
GLNX 86282	06/76	Richmond Tank Car	111A100W3
GLNX 86298	06/76	Richmond Tank Car	111A100W3
GLNX 86300	11/78	Richmond Tank Car	111A100W3
GLNX 86303	10/75	Richmond Tank Car	111A100W3
GLNX 86304	06/76	Richmond Tank Car	111A100W3
GLNX 86305	11/75	Richmond Tank Car	111A100W3
GLNX 86324	06/80	Richmond Tank Car	111A100W3
GLNX 86326	06/80	Richmond Tank Car	111A100W3
GLNX 86328	10/80	Richmond Tank Car	111A100W3
GLNX 86359	01/80	Richmond Tank Car	111A100W3

Total of 227 - 23,500 gallon general purpose cars

GLNX 381	09/80	Richmond Tank Car	105J300W
GLNX 3419	05/70	Richmond Tank Car	112J340W
GLNX 3443	10/70	Richmond Tank Car	112J340W
GLNX 34030	10/77	Richmond Tank Car	105J300W
GLNX 34113	12/79	Richmond Tank Car	105J300W
GLNX 34118	12/79	Richmond Tank Car	105J300W
GLNX 34119	12/79	Richmond Tank Car	105J300W

Car Number	Date Built	Builder	DOT Spec
GLNX 34120	01/80	Richmond Tank Car	105J300W
GLNX 34122	01/80	Richmond Tank Car	105J300W
GLNX 34123	12/79	Richmond Tank Car	105J300W
GLNX 34124	12/79	Richmond Tank Car	105J300W
GLNX 34125	12/79	Richmond Tank Car	105J300W
GLNX 34126	12/79	Richmond Tank Car	105J300W
GLNX 34127	12/79	Richmond Tank Car	105J300W
GLNX 34128	12/79	Richmond Tank Car	105J300W
GLNX 34129	12/79	Richmond Tank Car	105J300W
GLNX 34130	01/80	Richmond Tank Car	105J300W
GLNX 34131	12/79	Richmond Tank Car	105J300W
GLNX 34132	12/79	Richmond Tank Car	105J300W
GLNX 34133	01/80	Richmond Tank Car	105J300W
GLNX 34134	12/79	Richmond Tank Car	105J300W
GLNX 34135	12/79	Richmond Tank Car	105J300W
GLNX 34136	01/80	Richmond Tank Car	105J300W
GLNX 34137	01/80	Richmond Tank Car	105J300W
GLNX 34138	01/80	Richmond Tank Car	105J300W
GLNX 34139	01/80	Richmond Tank Car	105J300W
GLNX 34140	12/79	Richmond Tank Car	105J300W
GLNX 34141	01/80	Richmond Tank Car	105J300W
GLNX 34143	01/80	Richmond Tank Car	105J300W
GLNX 34144	01/80	Richmond Tank Car	105J300W
GLNX 34145	01/80	Richmond Tank Car	105J300W
GLNX 34146	02/80	Richmond Tank Car	105J300W
GLNX 34147	01/80	Richmond Tank Car	105J300W
GLNX 34148	01/80	Richmond Tank Car	105J300W
GLNX 34149	01/80	Richmond Tank Car	105J300W
GLNX 34150	01/80	Richmond Tank Car	105J300W
GLNX 34151	02/80	Richmond Tank Car	105J300W
GLNX 34152	02/80	Richmond Tank Car	105J300W
GLNX 34153	02/80	Richmond Tank Car	105J300W
GLNX 34154	01/80	Richmond Tank Car	105J300W
GLNX 34307	01/80	Richmond Tank Car	105J300W
GLNX 34308	01/80	Richmond Tank Car	105J300W
GLNX 34309	01/80	Richmond Tank Car	105J300W
GLNX 34310	02/80	Richmond Tank Car	105J300W
GLNX 34311	02/80	Richmond Tank Car	105J300W
GLNX 34312	01/80	Richmond Tank Car	105J300W
GLNX 34313	01/80	Richmond Tank Car	105J300W
GLNX 34314	01/80	Richmond Tank Car	105J300W
GLNX 34315	01/80	Richmond Tank Car	105J300W
GLNX 34316	02/80	Richmond Tank Car	105J300W

Car Number	Date Built	Builder	DOT Spec
GLNX 34317	01/80	Richmond Tank Car	105J300W
GLNX 34318	04/80	Richmond Tank Car	105J300W
GLNX 34319	01/80	Richmond Tank Car	105J300W
GLNX 34320	01/80	Richmond Tank Car	105J300W
GLNX 34321	01/80	Richmond Tank Car	105J300W
GLNX 34322	05/77	Richmond Tank Car	105J300W

Total of 56 - 34,000 gallon pressurized cars

TOTAL 317 RAIL CARS

EXHIBIT B

Lessee	Lease #	Rider #	Car Number	Date Built	Builder	DOT Spec	Rate	Expir. Date
ADVANCED AROMATICS	760	1	GLNX 23106	12/79	Richmond Tank Car	111A100W3	510	1-Jan-00
ADVANCED AROMATICS	760	1	GLNX 23144	12/79	Richmond Tank Car	111A100W3	510	1-Jan-00
ADVANCED AROMATICS	760	1	GLNX 23188	05/80	Richmond Tank Car	111A100W3	510	1-Jan-00
ALLIED SIGNAL	320	1	GLNX 86207	03/76	Richmond Tank Car	111A100W3	500	30-Sep-00
AMOCO CHEMICAL COMPANY	70	10	GLNX 24142	08/78	Richmond Tank Car	111A100W3	525	30-Jun-00
ARCO - ALASKA	315	5	GLNX 86084	06/80	Richmond Tank Car	111A100W3	510	30-Jun-03
ARCO - ALASKA	315	5	GLNX 86085	06/80	Richmond Tank Car	111A100W3	510	30-Jun-03
ARCO - ALASKA	315	5	GLNX 86216	06/80	Richmond Tank Car	111A100W3	510	30-Jun-03
ARCO - ALASKA	315	5	GLNX 86217	06/80	Richmond Tank Car	111A100W3	510	30-Jun-03
B.F. GOODRICH	280	7	GLNX 23104	02/80	Richmond Tank Car	111A100W3	540	31-Jan-99
BASF CORPORATION	365	11	GLNX 23197	05/80	Richmond Tank Car	111A100W3	500	31-May-02
BAYER	840	32	GLNX 86174	11/78	Richmond Tank Car	111A100W3	500	1-Dec-01
BAYER	840	32	GLNX 86175	11/78	Richmond Tank Car	111A100W3	500	1-Dec-01
BAYER	840	32	GLNX 86176	11/78	Richmond Tank Car	111A100W3	500	1-Dec-01
BAYER	840	32	GLNX 86179	11/78	Richmond Tank Car	111A100W3	500	1-Dec-01
BAYER	840	32	GLNX 86298	06/76	Richmond Tank Car	111A100W3	500	1-Dec-01
BAYER	840	33	GLNX 86326	06/80	Richmond Tank Car	111A100W3	510	31-Mar-02
BAYER	840	35	GLNX 86167	11/78	Richmond Tank Car	111A100W3	500	31-Dec-99
BAYER CORPORATION	840	36	GLNX 86106	06/80	Richmond Tank Car	111A100W3	550	31-Jul-99
BAYER CORPORATION	840	37	GLNX 24160	05/78	Richmond Tank Car	111A100W3	450	30-Apr-00
BAYER CORPORATION	840	37	GLNX 24162	06/78	Richmond Tank Car	111A100W3	450	30-Apr-00
BAYER CORPORATION	840	37	GLNX 24163	05/78	Richmond Tank Car	111A100W3	450	30-Apr-00
BAYER CORPORATION	840	37	GLNX 24164	05/78	Richmond Tank Car	111A100W3	450	30-Apr-00
BAYER CORPORATION	840	37	GLNX 24165	05/78	Richmond Tank Car	111A100W3	450	30-Apr-00
BAYER CORPORATION	840	37	GLNX 24167	05/78	Richmond Tank Car	111A100W3	450	30-Apr-00
BAYER CORPORATION	840	37	GLNX 24168	05/78	Richmond Tank Car	111A100W3	450	30-Apr-00
BAYER CORPORATION	840	37	GLNX 24169	05/78	Richmond Tank Car	111A100W3	450	30-Apr-00
BF GOODRICH	280	8	GLNX 23189	05/80	Richmond Tank Car	111A100W3	535	30-Jun-99
BF GOODRICH	280	8	GLNX 24147	08/78	Richmond Tank Car	111A100W3	535	30-Jun-99
CHEVRON	830	17	GLNX 3443	10/70	Richmond Tank Car	112J340W	635	31-Oct-00
CHEVRON	830	23	GLNX 86161	11/78	Richmond Tank Car	111A100W3	525	31-Aug-99
CHEVRON	830	27	GLNX 23113	02/80	Richmond Tank Car	111A100W3	515	31-Dec-99
CHEVRON	830	27	GLNX 86016	01/75	Richmond Tank Car	111A100W3	515	31-Dec-99
CHEVRON	830	27	GLNX 86024	10/75	Richmond Tank Car	111A100W3	515	31-Dec-99
CHEVRON	830	27	GLNX 86328	10/80	Richmond Tank Car	111A100W3	515	31-Dec-99
CHEVRON	830	28	GLNX 23102	12/79	Richmond Tank Car	111A100W3	515	31-Dec-99
CHEVRON	830	28	GLNX 23105	01/80	Richmond Tank Car	111A100W3	515	31-Dec-99
CHEVRON	830	28	GLNX 23107	12/79	Richmond Tank Car	111A100W3	515	31-Dec-99
CHEVRON	830	28	GLNX 23112	02/80	Richmond Tank Car	111A100W3	515	31-Dec-99
CHEVRON	830	28	GLNX 23114	12/79	Richmond Tank Car	111A100W3	515	31-Dec-99
CHEVRON	830	28	GLNX 86017	01/75	Richmond Tank Car	111A100W3	515	31-Dec-99
CHEVRON	830	29	GLNX 86214	03/76	Richmond Tank Car	111A100W3	515	28-Feb-00
CHEVRON	830	30	GLNX 24132	08/78	Richmond Tank Car	111A100W3	515	30-Apr-00
CHEVRON	830	30	GLNX 24143	08/78	Richmond Tank Car	111A100W3	515	30-Apr-00
CHEVRON	830	30	GLNX 24154	05/78	Richmond Tank Car	111A100W3	515	30-Apr-00
CHEVRON	830	30	GLNX 86231	12/78	Richmond Tank Car	111A100W3	515	30-Apr-00
CHEVRON	830	32	GLNX 23137	12/79	Richmond Tank Car	111A100W3	520	30-Nov-99
CHEVRON	830	32	GLNX 23149	12/79	Richmond Tank Car	111A100W3	520	30-Nov-99
CHEVRON	830	32	GLNX 86029	01/76	Richmond Tank Car	111A100W3	520	30-Nov-99
CHEVRON	830	33	GLNX 86144	06/80	Richmond Tank Car	111A100W3	515	31-May-00
CHEVRON	830	35	GLNX 86133	11/78	Richmond Tank Car	111A100W3	500	31-Oct-00
CHEVRON PRODUCTS	830	31	GLNX 416	12/79	Richmond Tank Car	LO-4750	325	30-Apr-00
CHEVRON PRODUCTS	830	31	GLNX 418	12/79	Richmond Tank Car	LO-4750	325	30-Apr-00
CITGO ASPHALT	270	1	GLNX 23123	12/79	Richmond Tank Car	111A100W3	490	15-Aug-02
CITGO ASPHALT	270	1	GLNX 23224	05/80	Richmond Tank Car	111A100W3	490	15-Aug-02
CITGO ASPHALT	270	1	GLNX 24156	05/78	Richmond Tank Car	111A100W3	490	15-Aug-02
CITGO ASPHALT	270	1	GLNX 86015	01/75	Richmond Tank Car	111A100W3	490	15-Aug-02
CITGO ASPHALT	270	1	GLNX 86060	01/75	Richmond Tank Car	111A100W3	490	15-Aug-02
CITGO ASPHALT	270	1	GLNX 86135	11/78	Richmond Tank Car	111A100W3	490	15-Aug-02
CITGO ASPHALT	270	1	GLNX 86137	08/76	Richmond Tank Car	111A100W3	490	15-Aug-02
CITGO ASPHALT	270	1	GLNX 86155	11/78	Richmond Tank Car	111A100W3	490	15-Aug-02
CITGO ASPHALT	270	1	GLNX 86195	11/78	Richmond Tank Car	111A100W3	490	15-Aug-02
CITGO ASPHALT	270	1	GLNX 86199	11/78	Richmond Tank Car	111A100W3	490	15-Aug-02
CITGO ASPHALT	270	1	GLNX 86239	10/75	Richmond Tank Car	111A100W3	490	15-Aug-02
CITGO ASPHALT	270	1	GLNX 86251	06/76	Richmond Tank Car	111A100W3	490	15-Aug-02

Lessee	Lease #	Rider #	Car Number	Date Built	Builder	DOT Spec	Rate	Expir. Date
CITGO ASPHALT	270	1	GLNX 86300	11/78	Richmond Tank Car	111A100W3	490	15-Aug-02
COASTAL REFINING	96	35	GLNX 23111	02/80	Richmond Tank Car	111A100W3	500	30-Sep-99
COASTAL REFINING	96	35	GLNX 23218	05/80	Richmond Tank Car	111A100W3	500	30-Sep-99
COASTAL REFINING	96	35	GLNX 24133	08/78	Richmond Tank Car	111A100W3	500	30-Sep-99
COASTAL REFINING	96	35	GLNX 24135	08/78	Richmond Tank Car	111A100W3	500	30-Sep-99
COASTAL REFINING	96	35	GLNX 24138	08/78	Richmond Tank Car	111A100W3	500	30-Sep-99
COASTAL REFINING	96	35	GLNX 24173	07/78	Richmond Tank Car	111A100W3	500	30-Sep-99
COASTAL REFINING	96	35	GLNX 86077	06/76	Richmond Tank Car	111A100W3	500	30-Sep-99
COASTAL REFINING	96	35	GLNX 86098	06/80	Richmond Tank Car	111A100W3	500	30-Sep-99
CONOCO	980	23	GLNX 86035	10/75	Richmond Tank Car	111A100W3	510	30-Jun-99
CONOCO	980	24	GLNX 86020	10/75	Richmond Tank Car	111A100W3	500	29-Feb-00
CONOCO	980	24	GLNX 86141	06/76	Richmond Tank Car	111A100W3	500	29-Feb-00
CONOCO	980	24	GLNX 86200	11/78	Richmond Tank Car	111A100W3	500	29-Feb-00
CONOCO	980	24	GLNX 86201	11/78	Richmond Tank Car	111A100W3	500	29-Feb-00
CONSOLIDATED OIL	56	7	GLNX 24144	08/78	Richmond Tank Car	111A100W3	500	31-May-00
CONSOLIDATED OIL	56	7	GLNX 24148	08/78	Richmond Tank Car	111A100W3	500	31-May-00
DELTECH INC.	507	7	GLNX 23127	01/80	Richmond Tank Car	111A100W3	520	31-Aug-99
DELTECH INC.	507	7	GLNX 23132	12/79	Richmond Tank Car	111A100W3	520	31-Aug-99
DELTECH INC.	507	7	GLNX 23142	01/80	Richmond Tank Car	111A100W3	520	31-Aug-99
DELTECH INC.	507	7	GLNX 23212	05/80	Richmond Tank Car	111A100W3	520	31-Aug-99
DELTECH INC.	507	7	GLNX 23220	05/80	Richmond Tank Car	111A100W3	520	31-Aug-99
DOW CHEMICAL COMPANY	120	8	GLNX 86211	06/80	Richmond Tank Car	111A100W3	500	31-Jul-99
DOW CHEMICAL COMPANY	120	8	GLNX 86245	10/75	Richmond Tank Car	111A100W3	500	30-Jun-99
DOW CHEMICAL COMPANY	120	12	GLNX 86213	06/80	Richmond Tank Car	111A100W3	485	30-Nov-00
ETHYL PETROLEUM ADDITIVES	441	11	GLNX 86101	06/80	Richmond Tank Car	111A100W3	525	31-Jul-01
ETHYL PETROLEUM ADDITIVES	441	11	GLNX 86187	02/77	Richmond Tank Car	111A100W3	525	31-Jul-01
ETHYL PETROLEUM ADDITIVES	441	11	GLNX 86253	06/76	Richmond Tank Car	111A100W3	525	31-Jul-01
ETHYL PETROLEUM ADDITIVES INC.	441	12	GLNX 86105	06/80	Richmond Tank Car	111A100W3	500	31-May-02
ETHYL PETROLEUM ADDITIVES INC.	441	12	GLNX 86108	06/80	Richmond Tank Car	111A100W3	500	31-May-02
ETHYL PETROLEUM ADDITIVES INC.	441	12	GLNX 86110	10/80	Richmond Tank Car	111A100W3	500	31-May-02
EXCEL	795	5	GLNX 23108	12/79	Richmond Tank Car	111A100W3	545	30-Jun-99
EXXON CHEMICAL	950	193	GLNX 34123	12/79	Richmond Tank Car	105J300W	630	31-Dec-00
EXXON CHEMICAL	950	193	GLNX 34124	12/79	Richmond Tank Car	105J300W	630	31-Dec-00
EXXON CHEMICAL	950	193	GLNX 34131	12/79	Richmond Tank Car	105J300W	630	31-Dec-00
EXXON CHEMICAL	950	193	GLNX 34140	12/79	Richmond Tank Car	105J300W	630	31-Dec-00
EXXON CHEMICAL	950	193	GLNX 34154	01/80	Richmond Tank Car	105J300W	630	31-Dec-00
EXXON CHEMICAL	950	201	GLNX 34136	01/80	Richmond Tank Car	105J300W	650	31-Aug-01
EXXON CHEMICAL AMERICAS	950	181	GLNX 86111	06/80	Richmond Tank Car	111A100W3	500	31-Oct-01
EXXON CHEMICAL AMERICAS	950	181	GLNX 86112	06/80	Richmond Tank Car	111A100W3	500	31-Oct-01
EXXON CHEMICAL AMERICAS	950	181	GLNX 86114	06/80	Richmond Tank Car	111A100W3	500	31-Oct-01
EXXON CHEMICAL AMERICAS	950	181	GLNX 86115	06/80	Richmond Tank Car	111A100W3	500	31-Oct-01
EXXON CHEMICAL AMERICAS	950	187	GLNX 23130	12/79	Richmond Tank Car	111A100W3	510	1-Nov-99
EXXON CHEMICAL AMERICAS	950	187	GLNX 23139	01/80	Richmond Tank Car	111A100W3	510	1-Nov-99
EXXON CHEMICAL AMERICAS	950	187	GLNX 23146	12/79	Richmond Tank Car	111A100W3	510	1-Nov-99
EXXON CHEMICAL AMERICAS	950	187	GLNX 23195	06/80	Richmond Tank Car	111A100W3	510	1-Nov-99
EXXON CHEMICAL AMERICAS	950	187	GLNX 23219	05/80	Richmond Tank Car	111A100W3	510	1-Nov-99
EXXON CHEMICAL AMERICAS	950	187	GLNX 23232	05/80	Richmond Tank Car	111A100W3	510	1-Nov-99
EXXON CHEMICAL AMERICAS	950	187	GLNX 23238	05/80	Richmond Tank Car	111A100W3	510	1-Nov-99
EXXON CHEMICAL AMERICAS	950	187	GLNX 86196	11/80	Richmond Tank Car	111A100W3	510	1-Nov-99
EXXON CHEMICAL AMERICAS	950	190	GLNX 23134	12/79	Richmond Tank Car	111A100W3	500	31-Jan-00
EXXON CHEMICAL AMERICAS	950	190	GLNX 23196	05/80	Richmond Tank Car	111A100W3	500	31-Jan-00
EXXON CHEMICAL AMERICAS	950	190	GLNX 23209	05/80	Richmond Tank Car	111A100W3	500	31-Jan-00
EXXON CHEMICAL AMERICAS	950	190	GLNX 86113	06/80	Richmond Tank Car	111A100W3	500	31-Jan-00
EXXON CHEMICAL AMERICAS	950	190	GLNX 86142	07/76	Richmond Tank Car	111A100W3	500	31-Jan-00
EXXON COMPANY	800	41	GLNX 34322	05/77	Richmond Tank Car	105J300W	660	31-Mar-01
EXXON COMPANY	800	42	GLNX 23109	12/79	Richmond Tank Car	111A100W3	515	30-Apr-01
EXXON COMPANY	800	42	GLNX 23241	06/80	Richmond Tank Car	111A100W3	515	30-Apr-01
EXXON COMPANY	800	44	GLNX 23136	12/79	Richmond Tank Car	111A100W3	520	31-Jul-00
EXXON COMPANY	800	44	GLNX 23248	06/80	Richmond Tank Car	111A100W3	520	31-Jul-00
EXXON COMPANY	800	44	GLNX 24152	05/78	Richmond Tank Car	111A100W3	520	31-Jul-00
EXXON COMPANY	800	44	GLNX 24157	05/78	Richmond Tank Car	111A100W3	520	31-Jul-00
EXXON COMPANY	800	44	GLNX 24171	07/78	Richmond Tank Car	111A100W3	520	31-Jul-00
EXXON COMPANY	800	44	GLNX 24178	10/78	Richmond Tank Car	111A100W3	520	31-Jul-00
EXXON COMPANY U.S.A.	800	42	GLNX 86181	03/76	Richmond Tank Car	111A100W3	515	30-Apr-01

Lessee	Lease #	Rider #	Car Number	Date Built	Builder	DOT Spec	Rate	Expir. Date
EXXON COMPANY U.S.A.	800	43	GLNX 86132	12/76	Richmond Tank Car	111A100W3	525	30-Apr-99
EXXON COMPANY U.S.A.	800	43	GLNX 86303	10/75	Richmond Tank Car	111A100W3	525	30-Apr-99
EXXON COMPANY U.S.A.	800	43	GLNX 86304	06/76	Richmond Tank Car	111A100W3	525	30-Apr-99
EXXON COMPANY U.S.A.	800	43	GLNX 86305	11/75	Richmond Tank Car	111A100W3	525	30-Apr-99
EXXON COMPANY U.S.A.	800	44	GLNX 24137	08/78	Richmond Tank Car	111A100W3	520	31-Jul-00
FENOQUIMA S.A.	355	10	GLNX 24145	08/78	Richmond Tank Car	111A100W3	550	31-May-00
FENOQUIMA S.A.	355	10	GLNX 24151	08/78	Richmond Tank Car	111A100W3	550	31-May-00
FENOQUIMA S.A.	355	10	GLNX 24172	07/78	Richmond Tank Car	111A100W3	550	31-May-00
FENOQUIMA S.A.	355	10	GLNX 24176	10/78	Richmond Tank Car	111A100W3	550	31-May-00
FENOQUIMA S.A.	355	10	GLNX 24177	10/78	Richmond Tank Car	111A100W3	550	31-May-00
FENOQUIMA S.A.	355	10	GLNX 24179	10/78	Richmond Tank Car	111A100W3	550	31-May-00
FENOQUIMA S.A.	355	10	GLNX 86117	06/80	Richmond Tank Car	111A100W3	550	31-May-00
FENOQUIMA S.A.	355	10	GLNX 86197	11/78	Richmond Tank Car	111A100W3	550	31-May-00
FENOQUIMA S.A.	355	10	GLNX 86261	12/78	Richmond Tank Car	111A100W3	550	31-May-00
FENOQUIMIA S.A.	355	10	GLNX 23135	12/79	Richmond Tank Car	111A100W3	550	31-May-00
FERRELL GAS	530	21	GLNX 34119	12/79	Richmond Tank Car	105J300W	675	5 MOS.
FERRELL GAS	530	21	GLNX 34127	12/79	Richmond Tank Car	105J300W	675	5 MOS.
FERRELL GAS	530	21	GLNX 34128	12/79	Richmond Tank Car	105J300W	675	5 MOS.
FERRELL GAS	530	21	GLNX 34130	01/80	Richmond Tank Car	105J300W	675	5 MOS.
FERRELL GAS	530	21	GLNX 34134	12/79	Richmond Tank Car	105J300W	675	5 MOS.
FERRELL GAS	530	21	GLNX 34135	12/79	Richmond Tank Car	105J300W	675	5 MOS.
FERRELL GAS	530	21	GLNX 34143	01/80	Richmond Tank Car	105J300W	675	5 MOS.
FERRELL GAS	530	21	GLNX 34147	01/80	Richmond Tank Car	105J300W	675	5 MOS.
FERRELL GAS	530	21	GLNX 34153	02/80	Richmond Tank Car	105J300W	675	5 MOS.
FERRELL GAS	560	21	GLNX 34139	01/80	Richmond Tank Car	105J300W	675	5 MOS.
FERRELL NORTH AMERICA	530	18	GLNX 3419	05/70	Richmond Tank Car	112J340W	650	31-Aug-02
FERRELL NORTH AMERICA	530	18	GLNX 34307	01/80	Richmond Tank Car	105J300W	650	31-Aug-02
FERRELL NORTH AMERICA	530	18	GLNX 34308	01/80	Richmond Tank Car	105J300W	650	31-Aug-02
FERRELL NORTH AMERICA	530	18	GLNX 34309	01/80	Richmond Tank Car	105J300W	650	31-Aug-02
FERRELL NORTH AMERICA	530	18	GLNX 34310	02/80	Richmond Tank Car	105J300W	650	31-Aug-02
FERRELL NORTH AMERICA	530	18	GLNX 34311	02/80	Richmond Tank Car	105J300W	650	31-Aug-02
FERRELL NORTH AMERICA	530	18	GLNX 34312	01/80	Richmond Tank Car	105J300W	650	31-Aug-02
FERRELL NORTH AMERICA	530	18	GLNX 34313	01/80	Richmond Tank Car	105J300W	650	31-Aug-02
FERRELL NORTH AMERICA	530	18	GLNX 34314	01/80	Richmond Tank Car	105J300W	650	31-Aug-02
FERRELL NORTH AMERICA	530	18	GLNX 34315	01/80	Richmond Tank Car	105J300W	650	31-Aug-02
FERRELL NORTH AMERICA	530	18	GLNX 34316	02/80	Richmond Tank Car	105J300W	650	31-Aug-02
FERRELL NORTH AMERICA	530	18	GLNX 34317	01/80	Richmond Tank Car	105J300W	650	31-Aug-02
FERRELL NORTH AMERICA	530	18	GLNX 34318	04/80	Richmond Tank Car	105J300W	650	31-Aug-02
FERRELL NORTH AMERICA	530	18	GLNX 34319	01/80	Richmond Tank Car	105J300W	650	31-Aug-02
FERRELL NORTH AMERICA	530	18	GLNX 34320	01/80	Richmond Tank Car	105J300W	650	31-Aug-02
FERRELL NORTH AMERICA	530	18	GLNX 34321	01/80	Richmond Tank Car	105J300W	650	31-Aug-02
INFINEUM USA	950	196	GLNX 3620	08/80	Richmond Tank Car	111A100W3	505	31-Oct-99
INFINEUM USA	950	196	GLNX 23118	12/79	Richmond Tank Car	111A100W3	505	31-Oct-99
INFINEUM USA	950	196	GLNX 23190	05/80	Richmond Tank Car	111A100W3	505	31-Oct-99
INFINEUM USA	950	196	GLNX 23191	05/80	Richmond Tank Car	111A100W3	505	31-Oct-99
INFINEUM USA	950	196	GLNX 23192	05/80	Richmond Tank Car	111A100W3	505	31-Oct-99
INFINEUM USA	950	196	GLNX 23199	05/80	Richmond Tank Car	111A100W3	505	31-Oct-99
INFINEUM USA	950	196	GLNX 23217	05/80	Richmond Tank Car	111A100W3	505	31-Oct-99
INFINEUM USA	950	196	GLNX 24130	08/78	Richmond Tank Car	111A100W3	505	31-Oct-99
INFINEUM USA	950	196	GLNX 24153	05/78	Richmond Tank Car	111A100W3	505	31-Oct-99
INFINEUM USA	950	196	GLNX 24159	05/78	Richmond Tank Car	111A100W3	505	31-Oct-99
INFINEUM USA	950	197	GLNX 23119	12/79	Richmond Tank Car	111A100W3	505	31-Oct-99
INFINEUM USA	950	197	GLNX 86219	11/78	Richmond Tank Car	111A100W3	505	31-Oct-99
INFINEUM USA	950	204	GLNX 24150	08/78	Richmond Tank Car	111A100W3	510	31-May-02
IOWA BEEF PROCESSORS	225	8	GLNX 21008	03/79	ACF	111A100W1	290	30-Jun-00
IOWA BEEF PROCESSORS	225	8	GLNX 21012	03/79	ACF	111A100W1	290	30-Jun-00
IOWA BEEF PROCESSORS	225	8	GLNX 21023	03/79	ACF	111A100W1	290	30-Jun-00
IOWA BEEF PROCESSORS	225	9	GLNX 23187	04/80	Richmond Tank Car	111A100W3	460	30-Jun-00
IOWA BEEF PROCESSORS	225	9	GLNX 23207	01/80	Richmond Tank Car	111A100W3	460	30-Jun-00
IOWA BEEF PROCESSORS	225	9	GLNX 86149	06/80	Richmond Tank Car	111A100W3	460	30-Jun-00
IOWA BEEF PROCESSORS	225	10	GLNX 23110	12/79	Richmond Tank Car	111A100W3	505	30-Sep-99
IOWA BEEF PROCESSORS	225	10	GLNX 23129	01/80	Richmond Tank Car	111A100W3	505	30-Sep-99
IOWA BEEF PROCESSORS	225	10	GLNX 23145	12/79	Richmond Tank Car	111A100W3	505	30-Sep-99
IOWA BEEF PROCESSORS	225	10	GLNX 23236	05/80	Richmond Tank Car	111A100W3	505	30-Sep-99

Lessee	Lease #	Rider #	Car Number	Date Built	Builder	DOT Spec	Rate	Expir. Date
IOWA BEEF PROCESSORS	225	10	GLNX 24146	08/78	Richmond Tank Car	111A100W3	505	30-Sep-99
IOWA BEEF PROCESSORS	225	10	GLNX 24155	05/78	Richmond Tank Car	111A100W3	505	30-Sep-99
IOWA BEEF PROCESSORS	225	10	GLNX 86136	10/80	Richmond Tank Car	111A100W3	505	30-Sep-99
IOWA BEEF PROCESSORS	225	10	GLNX 86150	06/80	Richmond Tank Car	111A100W3	505	30-Sep-99
IOWA BEEF PROCESSORS, INC.	225	7	GLNX 86019	11/78	Richmond Tank Car	111A100W3	515	31-Dec-99
IOWA BEEF PROCESSORS, INC.	225	10	GLNX 86062	10/75	Richmond Tank Car	111A100W3	505	30-Sep-99
IOWA BEEF PROCESSORS, INC.	225	10	GLNX 86075	06/80	Richmond Tank Car	111A100W3	505	30-Sep-99
NEEDS LEASE	315	7	GLNX 24175	07/78	Richmond Tank Car	111A100W3	535	NEW
NEEDS LEASE			GLNX 23124	12/79	Richmond Tank Car	111A100W3		
NEEDS LEASE			GLNX 23125	12/79	Richmond Tank Car	111A100W3		
NEEDS LEASE			GLNX 24131	08/78	Richmond Tank Car	111A100W3		
NEEDS LEASE			GLNX 24170	07/78	Richmond Tank Car	111A100W3		
NEEDS LEASE			GLNX 86202	11/78	Richmond Tank Car	111A100W3		
NEEDS LEASE			GLNX 86203	06/80	Richmond Tank Car	111A100W3		
NEEDS LEASE			GLNX 34144	01/80	Richmond Tank Car	105J300W		
PENNZOIL PRODUCTS	460	9	GLNX 23138	01/80	Richmond Tank Car	111A100W3	515	31-Jul-00
PENNZOIL PRODUCTS	460	9	GLNX 24140	08/78	Richmond Tank Car	111A100W3	515	31-Jul-00
PENNZOIL PRODUCTS	460	9	GLNX 86130	02/77	Richmond Tank Car	111A100W3	515	31-Jul-00
PENNZOIL PRODUCTS	460	9	GLNX 86224	06/80	Richmond Tank Car	111A100W3	515	31-Jul-00
PENNZOIL PRODUCTS	460	9	GLNX 86227	06/80	Richmond Tank Car	111A100W3	515	31-Jul-00
PENNZOIL PRODUCTS	460	9	GLNX 86230	12/78	Richmond Tank Car	111A100W3	515	31-Jul-00
PENNZOIL PRODUCTS	460	10	GLNX 23210	01/80	Richmond Tank Car	111A100W3	510	1-Mar-01
PENNZOIL PRODUCTS	460	10	GLNX 23239	05/80	Richmond Tank Car	111A100W3	510	1-Mar-01
PENNZOIL PRODUCTS	460	10	GLNX 86102	10/80	Richmond Tank Car	111A100W3	510	1-Mar-01
PENNZOIL PRODUCTS	460	10	GLNX 86359	01/80	Richmond Tank Car	111A100W3	510	1-Mar-01
PENNZOIL PRODUCTS	460	12	GLNX 23148	12/79	Richmond Tank Car	111A100W3	510	31-Oct-99
PENNZOIL PRODUCTS	460	12	GLNX 24141	08/78	Richmond Tank Car	111A100W3	510	31-Oct-99
PENNZOIL PRODUCTS	460	12	GLNX 86030	10/75	Richmond Tank Car	111A100W3	510	31-Oct-99
PENNZOIL PRODUCTS	460	12	GLNX 86095	06/76	Richmond Tank Car	111A100W3	510	31-Oct-99
PENNZOIL PRODUCTS	460	14	GLNX 23103	01/80	Richmond Tank Car	111A100W3	515	31-Oct-99
PROCTER & GAMBLE DIST. CO	67	67	GLNX 21009	03/79	ACF	111A100W1	325	31-Oct-99
PROCTER & GAMBLE DIST. CO	67	67	GLNX 21010	03/79	ACF	111A100W1	325	31-Oct-99
PROCTER & GAMBLE DIST. CO	75	55	GLNX 24158	05/78	Richmond Tank Car	111A100W3	515	31-Jul-00
PROCTER & GAMBLE DIST. CO	75	55	GLNX 24174	07/78	Richmond Tank Car	111A100W3	515	31-Jul-00
PROCTER & GAMBLE DIST. CO	75	55	GLNX 86028	06/76	Richmond Tank Car	111A100W3	515	31-Jul-00
PROCTER & GAMBLE DIST. CO	75	55	GLNX 86031	01/75	Richmond Tank Car	111A100W3	515	31-Jul-00
PROCTER & GAMBLE DIST. CO	75	55	GLNX 86049	06/76	Richmond Tank Car	111A100W3	515	31-Jul-00
PROCTER & GAMBLE DIST. CO	75	59	GLNX 23211	05/80	Richmond Tank Car	111A100W3	500	1-Jun-01
PROCTER & GAMBLE DIST. CO	75	59	GLNX 23215	05/80	Richmond Tank Car	111A100W3	500	1-Jun-01
PROCTER & GAMBLE DIST. CO	75	59	GLNX 23216	05/80	Richmond Tank Car	111A100W3	500	1-Jun-01
PROCTER & GAMBLE DIST. CO	75	59	GLNX 23242	06/80	Richmond Tank Car	111A100W3	500	1-Jun-01
PROCTER & GAMBLE DIST. CO	75	67	GLNX 21000	05/79	ACF	111A100W1	325	31-Oct-99
PROCTER & GAMBLE DIST. CO	75	67	GLNX 21006	03/79	ACF	111A100W1	325	31-Oct-99
PROCTER & GAMBLE DIST. CO	75	67	GLNX 21026	03/79	ACF	111A100W1	325	31-Oct-99
PROCTER & GAMBLE DIST. CO	75	67	GLNX 21036	05/79	ACF	111A100W1	325	31-Oct-99
PROCTER & GAMBLE DIST. CO.	75	55	GLNX 23185	05/80	Richmond Tank Car	111A100W3	515	31-Jul-00
PROCTER & GAMBLE DIST. CO.	75	55	GLNX 23206	05/80	Richmond Tank Car	111A100W3	515	31-Jul-00
PROCTER & GAMBLE DIST. CO.	75	55	GLNX 23246	05/80	Richmond Tank Car	111A100W3	515	31-Jul-00
PROCTER & GAMBLE DIST. CO.	75	55	GLNX 86215	03/76	Richmond Tank Car	111A100W3	515	31-Jul-00
PROCTER & GAMBLE DIST. CO.	75	56	GLNX 23128	01/80	Richmond Tank Car	111A100W3	515	31-Jul-00
PROCTER & GAMBLE DIST. CO.	75	56	GLNX 23131	12/79	Richmond Tank Car	111A100W3	515	31-Jul-00
PROCTER & GAMBLE DIST. CO.	75	56	GLNX 23133	12/79	Richmond Tank Car	111A100W3	515	31-Jul-00
PROCTER & GAMBLE DIST. CO.	75	56	GLNX 23193	05/80	Richmond Tank Car	111A100W3	515	31-Jul-00
PROCTER & GAMBLE DIST. CO.	75	58	GLNX 86164	11/78	Richmond Tank Car	111A100W3	500	28-Feb-01
PROCTER & GAMBLE DIST. CO.	75	59	GLNX 23221	05/80	Richmond Tank Car	111A100W3	500	1-Jun-01
PROCTER & GAMBLE DIST. CO.	75	59	GLNX 23245	06/80	Richmond Tank Car	111A100W3	500	1-Jun-01
PROCTER & GAMBLE DIST. CO.	75	66	GLNX 23126	12/79	Richmond Tank Car	111A100W3	500	31-Jul-02
ROCKY MOUNTAIN TRANSPORTATION	31	35	GLNX 34120	01/80	Richmond Tank Car	105J300W	650	1-Aug-99
ROCKY MOUNTAIN TRANSPORTATION	31	35	GLNX 34126	12/79	Richmond Tank Car	105J300W	650	1-Aug-99
ROCKY MOUNTAIN TRANSPORTATION	31	35	GLNX 34129	12/79	Richmond Tank Car	105J300W	650	1-Aug-99
ROCKY MOUNTAIN TRANSPORTATION	31	35	GLNX 34145	01/80	Richmond Tank Car	105J300W	650	1-Aug-99
ROCKY MOUNTAIN TRANSPORTATION	31	37	GLNX 86222	06/80	Richmond Tank Car	111A100W3	515	30-Apr-99
SHELL	890	29	GLNX 86153	10/80	Richmond Tank Car	111A100W3	535	21-Jun-99
SOONER TRADING	730	11	GLNX 23120	12/79	Richmond Tank Car	111A100W3	500	30-Apr-01

Lessee	Lease #	Rider #	Car Number	Date Built	Builder	DOT Spec	Rate	Expir. Date
SOONER TRADING	730	11	GLNX 86116	06/80	Richmond Tank Car	111A100W3	500	30-Apr-01
SOONER TRADING	730	11	GLNX 86118	10/80	Richmond Tank Car	111A100W3	500	30-Apr-01
SOONER TRADING	730	11	GLNX 86119	05/80	Richmond Tank Car	111A100W3	500	30-Apr-01
SOONER TRADING	730	11	GLNX 86126	06/76	Richmond Tank Car	111A100W3	500	30-Apr-01
SOONER TRADING	730	14	GLNX 86158	11/78	Richmond Tank Car	111A100W3	525	31-Dec-99
SOUTHERN ILLINOIS RAILCAR	New lease		GLNX 405	11/79	Richmond Tank Car	LO-4750	250	
SOUTHERN ILLINOIS RAILCAR	New lease		GLNX 406	01/79	Richmond Tank Car	LO-4750	250	
SOUTHERN ILLINOIS RAILCAR	New lease		GLNX 407	11/79	Richmond Tank Car	LO-4750	250	
SOUTHERN ILLINOIS RAILCAR	New lease		GLNX 408	11/79	Richmond Tank Car	LO-4750	250	
SOUTHERN ILLINOIS RAILCAR	New lease		GLNX 410	11/79	Richmond Tank Car	LO-4750	250	
SOUTHERN ILLINOIS RAILCAR	New lease		GLNX 412	11/79	Richmond Tank Car	LO-4750	250	
SOUTHERN ILLINOIS RAILCAR	New lease		GLNX 413	11/79	Richmond Tank Car	LO-4750	250	
SOUTHERN ILLINOIS RAILCAR	New lease		GLNX 414	11/79	Richmond Tank Car	LO-4750	250	
SOUTHERN ILLINOIS RAILCAR	New lease		GLNX 417	12/79	Richmond Tank Car	LO-4750	250	
SOUTHERN ILLINOIS RAILCAR	New lease		GLNX 419	12/79	Richmond Tank Car	LO-4750	250	
SOUTHWEST RAIL	430	4	GLNX 86185	10/80	Richmond Tank Car	111A100W3	500	28-Feb-00
SOUTHWEST RAIL	430	4	GLNX 86204	06/80	Richmond Tank Car	111A100W3	500	28-Feb-00
STOLT NEILSEN	960	3	GLNX 23122	01/80	Richmond Tank Car	111A100W3	500	31-Mar-02
STOLT NEILSEN	960	3	GLNX 23143	01/80	Richmond Tank Car	111A100W3	500	31-Mar-02
STOLT NEILSEN	960	3	GLNX 23147	01/80	Richmond Tank Car	111A100W3	500	31-Mar-02
STOLT NEILSEN	960	3	GLNX 23184	05/80	Richmond Tank Car	111A100W3	500	31-Mar-02
STOLT NEILSEN	960	3	GLNX 23247	05/80	Richmond Tank Car	111A100W3	500	31-Mar-02
TEXAS PETROCHEMICALS CORP.	670	10	GLNX 34137	01/80	Richmond Tank Car	105J300W	650	31-Mar-02
TEXAS PETROCHEMICALS CORP.	670	10	GLNX 34138	01/80	Richmond Tank Car	105J300W	650	31-Mar-02
TEXAS PETROCHEMICALS CORP.	670	10	GLNX 34152	02/80	Richmond Tank Car	105J300W	650	31-Mar-02
TEXAS PETROCHEMICALS CORP.	670	11	GLNX 381	09/80	Richmond Tank Car	105J300W	650	31-Mar-02
TEXAS PETROCHEMICALS CORP.	670	11	GLNX 34132	12/79	Richmond Tank Car	105J300W	650	31-Mar-02
TEXAS PETROCHEMICALS CORP.	670	11	GLNX 34141	01/80	Richmond Tank Car	105J300W	650	31-Mar-02
TEXAS PETROCHEMICALS CORP.	670	11	GLNX 34148	01/80	Richmond Tank Car	105J300W	650	31-Mar-02
TEXAS PETROCHEMICALS CORP.	670	12	GLNX 34030	10/77	Richmond Tank Car	105J300W	650	31-Mar-02
TEXAS PETROCHEMICALS CORP.	670	12	GLNX 34030	12/79	Richmond Tank Car	105J300W	650	31-Mar-02
THE CODY GROUP	300	1	GLNX 86282	06/76	Richmond Tank Car	111A100W3	490	23-Sep-00
TOSCO REFINING	260	24	GLNX 34118	12/79	Richmond Tank Car	105J300W	650	30-Jun-99
TOSCO REFINING	260	24	GLNX 34125	12/79	Richmond Tank Car	105J300W	650	30-Jun-99
TOSCO REFINING	260	24	GLNX 34146	02/80	Richmond Tank Car	105J300W	650	30-Jun-99
TOSCO REFINING	260	24	GLNX 34150	01/80	Richmond Tank Car	105J300W	650	30-Jun-99
TRANSMATRIX	635	23	GLNX 34122	01/80	Richmond Tank Car	105J300W	625	31-Jul-00
TRANSMATRIX	635	23	GLNX 34149	01/80	Richmond Tank Car	105J300W	625	31-Jul-00
TRANSMATRIX, INC.	635	21	GLNX 34133	01/80	Richmond Tank Car	105J300W	650	30-Apr-00
TRANSMATRIX, INC.	635	21	GLNX 34151	02/80	Richmond Tank Car	105J300W	650	30-Apr-00
VALLEY PRODUCTS	860	1	GLNX 86014	01/75	Richmond Tank Car	111A100W3	525	25-Jan-00
VALLEY PRODUCTS	860	2	GLNX 24136	08/78	Richmond Tank Car	111A100W3	515	30-Jun-00
VALLEY PRODUCTS	860	2	GLNX 24139	08/78	Richmond Tank Car	111A100W3	515	30-Jun-00
VALLEY PRODUCTS	860	2	GLNX 86156	11/78	Richmond Tank Car	111A100W3	515	30-Jun-00
VALLEY PRODUCTS	860	3	GLNX 23121	12/79	Richmond Tank Car	111A100W3	515	1-Oct-00
VALLEY PRODUCTS	860	3	GLNX 86050	10/75	Richmond Tank Car	111A100W3	515	1-Oct-00
WILLARD GRAIN	390	1	GLNX 21005	03/79	ACF	111A100W1	290	31-Oct-99
WILLARD GRAIN	390	1	GLNX 21011	03/79	ACF	111A100W1	290	31-Oct-99
WILLARD GRAIN	390	1	GLNX 21030	03/79	ACF	111A100W1	290	31-Oct-99
WILLARD GRAIN	390	1	GLNX 21035	03/79	ACF	111A100W1	290	31-Oct-99
WILLARD GRAIN	390	1	GLNX 21038	05/79	ACF	111A100W1	290	31-Oct-99
WILLARD GRAIN	390	1	GLNX 21039	05/79	ACF	111A100W1	290	31-Oct-99
WILLARD GRAIN	390	1	GLNX 21040	05/79	ACF	111A100W1	290	31-Oct-99
WILLARD GRAIN	390	1	GLNX 21041	05/79	ACF	111A100W1	290	31-Oct-99
WILLARD GRAIN	390	2	GLNX 21013	05/79	ACF	111A100W1	290	30-Apr-98
WILLARD GRAIN	390	2	GLNX 21022	03/79	ACF	111A100W1	290	30-Apr-98
WILLARD GRAIN	390	2	GLNX 21024	03/79	ACF	111A100W1	290	31-Mar-00
WILLARD GRAIN	390	2	GLNX 21025	03/79	ACF	111A100W1	290	31-Mar-00
WILLARD GRAIN	390	2	GLNX 21034	03/79	ACF	111A100W1	290	30-Apr-98
WILLARD GRAIN	390	2	GLNX 86324	06/80	Richmond Tank Car	111A100W3		