19754-A

1995 AM

Memorandum dated as of December 1, 1995 of an assignment of Leases made and entered into as of December 1, 1995, by and between ACF Industries, Incorporated, a New Jersey corporation, as Debtor/Assignor (the "Debtor"), having its principal offices at 620 North Second Street, St. Charles, MO 63301, and First Security Bank of Utah, National Association, as Trustee (the "Trustee"), having its principal offices at 79 South Main Street, Salt Lake City, UT 84111.

Reference is hereby made to the Leases specified on Exhibit A attached hereto, by and between the Debtor and the Lessee identified on Exhibit A attached hereto (as the same have been and may be amended, supplemented, otherwise modified or renewed from time to time, the "Leases").

W I T N E S S E T H:

1. As used in this Memorandum of Assignment of Leases the following capitalized terms used herein and not otherwise defined herein shall have the meanings specified below:

"Rental Collateral" means all right, title and interest of the Debtor in and to every lease or car service contract (whether or not such lease or car service contract is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Equipment, including, without limitation, the Leases, (each such lease and car service contract, including all amendments, riders, supplements, other modifications and schedules thereto and renewals thereof, an "Assigned Lease"), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due and to become due under any Assigned Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Equipment) and all Proceeds of any thereof (such payments, the "Assigned Lease Proceeds").

"Equipment" means certain railroad tank cars and covered hopper cars described on Exhibit A attached hereto.

"Proceeds" is defined in the UCC and, in any event, includes, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form

whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any of the Collateral by any governmental authority (or any person acting under color of governmental authority) and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"UCC" shall mean the Uniform Commercial Code as from time to time in effect in the State of New York.

2. The Debtor, pursuant to that certain Amended and Restated Assignment and Security Agreement (Chattel Mortgage) dated as of December 17, 1993, as amended and restated as of December 1, 1995, between the Debtor and the Trustee has transferred, conveyed, warranted, mortgaged, delivered, pledged, assigned and granted to the Trustee, its successors and assigns, all and singular of the Debtor's rights, title and interest in and to the Rental Collateral, rights, interests and privileges, now or hereafter existing, in and to the Rental Collateral and any and all Proceeds thereof (collectively, the "Collateral").

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by its corporate officer as of the date first above written.

ACF INDUSTRIES, INCORPORATED,

by

Name:
Title:

[Signature Page of Memorandum and Assignment of Leases]

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this ~~1st~~ 30th day of ~~December,~~ November 1995, before me personally appeared Robert J. Mitchell, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of ACF INDUSTRIES, INCORPORATED that the foregoing instrument was signed on behalf of said corporation on the date hereof, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC

My commission expires:

ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

11/30/95; 2:01pm
24950/1760/SS/97508.1

Exhibit A

Lessee	Car Service Contract #	Identifying Numbers		Number of Cars	AAR Designator
ALLIED-SIGNAL, INC.	62110173	ACFX	57006	1	C214
ALLIED-SIGNAL, INC.	62110173	ACFX	57151	1	C214
ALLIED-SIGNAL, INC.	62110173	ACFX	57156	1	C214
ALLIED-SIGNAL, INC.	62110173	ACFX	57158	1	C214
ALLIED-SIGNAL, INC.	62110173	ACFX	96252	1	C214
ALLIED-SIGNAL, INC.	62110173	ACFX	96280	1	C214
ALLIED-SIGNAL, INC.	62110173	ACFX	96281	1	C214
ALLIED-SIGNAL, INC.	62110173	ACFX	96704	1	C214
ALLIED-SIGNAL, INC.	62110173	ACFX	96999	1	C214
ALLIED-SIGNAL, INC.	62110173	ACFX	97304	1	C214
ALLIED-SIGNAL, INC.	62110173	ACFX	97323	1	C214
ALLIED-SIGNAL, INC.	62110173	ACFX	97336	1	C214
ALLIED-SIGNAL, INC.	62110173	ACFX	97459	1	C214
ALLIED-SIGNAL, INC.	62110173	ACFX	97470	1	C214
ALLIED-SIGNAL, INC.	62110173	ACFX	97478	1	C214
ALLIED-SIGNAL, INC.	62110173	ACFX	97581	1	C214