

## MORTGAGEE WAIVER AND INTERCREDITOR AGREEMENT

MORTGAGEE WAIVER AND INTERCREDITOR AGREEMENT (this "Agreement"), dated as of November 9, 1994, among ABC Rail Products Corporation, having an office at 200 South Michigan Avenue, Chicago, Illinois 60604 ("Debtor"), BANQUE INDOSUEZ, NEW YORK BRANCH, as Collateral Agent, having an office at 1211 Avenue of the Americas, 7th Floor, New York, New York 10036, as mortgagee, assignee and secured party under the Mortgage (as hereinafter defined) (in such capacities and together with any successors in such capacities, "Mortgagee") and CREDITANSTALT CORPORATE FINANCE, INC. ("Lender"), having an office at 191 Post Road West, Westport, Connecticut 06880.

### R E C I T A L S:

1. Debtor, certain lending institutions (the "Banks") and Banque Indosuez, New York Branch, as Agent for the Banks, have entered into a credit agreement, dated as of September 30, 1993 and amended and restated as of April 7, 1994 (collectively, the "Credit Agreement"), pursuant to which the Banks have made certain loans to Debtor.

2. Debtor is the owner of certain real property (the "Premises") located in Calera, Shelby County, Alabama, and more particularly described in Schedule A attached hereto.

3. To secure its obligations under the Credit Agreement, Debtor (i) has mortgaged its interest in the Mortgaged Property (as defined in the Mortgage), including, without limitation, the Premises, to Mortgagee pursuant to a Term Loan and Revolving Credit Mortgage, Assignment of Leases, Security Agreement and Fixture Filing dated as of September 30, 1993 and recorded with the Shelby County Judge of Probate on October 6, 1993 as Instrument number 1993-30806, as amended by Amendment No. 1 to Term Loan and Revolving Credit Mortgage, Assignment of Leases, Security Agreement and Fixture Filing dated as of April 7, 1994 and recorded with the Shelby County Judge of Probate on April 15, 1994, as Instrument number 1994-12381 (collectively, the "Mortgage"), and (ii) has granted to Mortgagee a first priority security interest in the Pledged Collateral (as defined in the General Security Agreement (as hereinafter defined)), including, without limitation, all equipment, contracts, intangibles and proceeds of the foregoing owned by Debtor, pursuant to a General Security Agreement, dated as of

Inst # 1994-33979

RETURN TO  
LA TERS TITLE INSURANCE CORPORATION

RETURN TO  
LA TERS TITLE INSURANCE CORPORATION

11/15/1994-33979  
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SHELBY COUNTY JUDGE OF PROBATE  
61.00

September 30, 1993, between Debtor and Mortgagee, as Collateral Agent, as amended and restated as of April 7, 1994 (collectively, the "General Security Agreement").

4. Pursuant to (i) a Loan Agreement, dated as of September 26, 1994, between Debtor and Lender, as amended by Amendment No. 1 to Loan Agreement dated as of November 9, 1994 (the "Equipment Loan Agreement"), and (ii) a Borrower Security Agreement, dated as of November 9, 1994, between Debtor and Lender (the "Borrower Security Agreement"), Lender has agreed to make certain loans to Debtor and Debtor has granted to Lender certain liens on the Collateral (as defined in the Borrower Security Agreement), including, without limitation, the personal property set forth on Schedule B attached hereto, whether now owned or hereafter acquired, and the proceeds and products thereof.

5. The Collateral has or may become located at or affixed wholly or in part to the Premises and constitutes Pledged Collateral.

6. Debtor, Mortgagee and Lender desire to execute and deliver this Agreement to set forth certain agreements among them relating to their respective rights in and to the Mortgaged Property, the Pledged Collateral and the Collateral.

#### A G R E E M E N T:

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Debtor, Mortgagee and Lender hereby agree as follows:

Section 1. (a) Debtor may install the Collateral in the Premises, and Mortgagee acknowledges and agrees that the Collateral shall not be deemed a fixture or part of the real estate subject to the Mortgage but shall at all times be considered personal property.

(b) Mortgagee agrees that (i) the Collateral shall not constitute Mortgaged Property under the Mortgage, (ii) the Collateral shall not constitute Pledged Collateral under the General Security Agreement, (iii) Mortgagee disclaims any and all interests, liens and claims in and to the Collateral and (iv) Mortgagee agrees to assert no claim to the Collateral.

Section 2. Upon reasonable notice to Mortgagee, Lender and its representatives may enter upon the Premises at reasonable times to the extent permitted by applicable law for purposes of (i) inspecting the Collateral located on the Premises, (ii) assembling the Collateral located on the Premises, (iii) selling by public auction or private sale any or all of the Collateral located on the Premises, whether in bulk, in lots or otherwise, (iv) removing any or all of the Collateral located on the Premises, and/or (v) protecting, securing and otherwise enforcing the rights of Lender in and to the Collateral. Lender shall compensate Mortgagee in cash for any damage to the Mortgaged Property caused by any such inspecting, assembling, selling, removing, protecting and/or securing of the Collateral, such compensation not to exceed Mortgagee's costs and expenses reasonably necessary to cause the Mortgaged Property to be restored to its condition immediately prior to such damage; provided, that Lender shall not be liable for any diminution in value of the Mortgaged Property caused by the absence of the Collateral removed or by any necessity of replacing the Collateral. If requested by Mortgagee, Lender shall provide Mortgagee with a bond or other adequate security for the performance of the foregoing obligation. Upon forty-five days' notice from Mortgagee requesting that the Collateral be removed from the Premises, Lender shall at its sole cost, expense, liability and risk either remove that portion of the Collateral from the Premises or pay Mortgagee its reasonable storage costs as provided in such notice, but only if after such forty-five day period expires no stay or other order prohibiting Lender's removal of the Collateral has been entered.

Section 3. Mortgagee shall promptly notify Lender of the sale or assignment by Mortgagee of any portion of the Mortgaged Property if any part of the Collateral is located in or upon any portion of the Mortgaged Property sold or assigned.

Section 4. Mortgagee shall have the right to sell or assign all or any portion of the Mortgaged Property. If Mortgagee sells or assigns all or any portion of the Mortgaged Property containing any Collateral, Mortgagee shall require, as a condition precedent to such sale, that the purchaser or assignee thereof agree with Lender or for the benefit of Lender that it has acquired that portion of the Mortgaged Property subject to Lender's rights hereunder by delivering an acknowledgment to that effect reasonably satisfactory to Lender.

Section 5. Debtor has agreed to insure Mortgagee's interest in the Mortgaged Property pursuant to the Credit



Agreement and the Mortgage and has agreed to insure Lender's interest in the Collateral pursuant to the Equipment Loan Agreement and the Borrower Security Agreement. To the extent that the insurance coverage which Debtor is required to maintain is carried under a blanket policy which insures both the Collateral and the Mortgaged Property, Lender and Mortgagee agree that (i) the insurance proceeds of any loss solely involving the Collateral shall be paid directly to Lender, (ii) the insurance proceeds of any loss solely involving the Mortgaged Property shall be paid directly to Mortgagee, and (iii) the insurance proceeds of any loss involving both the Collateral and the Mortgaged Property (a "Combined Loss") shall be paid to a mutually acceptable third party to be invested in Cash Equivalents (as defined in the Credit Agreement) for allocation in accordance with the interest of Lender and Mortgagee as provided herein, or if not provided herein, as they may mutually agree, with interest earned on such invested proceeds allocated in the same manner as principal. The amount of insurance proceeds in respect of a Combined Loss allocated to each of Lender and Mortgagee, respectively, shall be an amount equal to the product of (a) the total amount of insurance proceeds and (b) a fraction, the numerator of which is equal to the amount of loss involving either the Collateral or the Mortgaged Property, respectively, and the denominator of which is equal to the total amount of loss involving both the Collateral and the Mortgaged Property. If after a Default under either the Credit Agreement or the Equipment Loan Agreement, either Lender or Mortgagee pays any insurance premiums on behalf of Debtor and a Combined Loss occurs during an insurance period for which such premiums were paid by either Lender or Mortgagee, the party that paid such insurance premiums shall be reimbursed for the payment of such premiums from the insurance proceeds prior to the distribution of the balance of such proceeds pursuant to the provisions of this Section 5.

Section 6. This Agreement shall be binding upon the successors and assigns of Lender, Mortgagee and Debtor and shall inure to the benefit of Lender and Mortgagee and their respective successors and assigns. This Agreement shall not be deemed to create any rights in or grant any benefits to Debtor. This Agreement shall not be amended, supplemented or modified without the written consent of Lender, Mortgagee, or with respect to any replacement party that has assumed obligations hereunder, the written consent of such replacement party, as applicable.

Section 7. The parties hereto will use all reasonable efforts to execute such certificates and other documents and to take such other actions as may be reasonably necessary to consummate the transactions contemplated hereby, including, without limitation, the execution and delivery by Mortgagee of appropriate uniform commercial code partial release forms.

Section 8. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction, the substantive laws of which are held to be applicable hereto, shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 9. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute a single agreement.

Section 10. Except to the extent set forth herein, this Agreement shall not constitute a consent to or a waiver or modification of any provision, term or condition of the Mortgage.

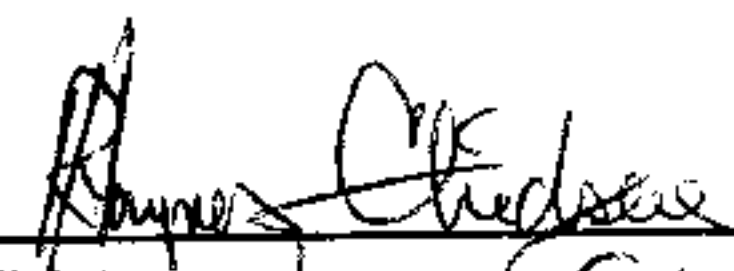
Section 11. All terms, provisions, covenants, representations, warranties, agreements and conditions contained in the Mortgage shall remain in full force and effect except as expressly set forth herein.


Section 12. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws, except to the extent that the validity or perfection of a security interest in or remedies in respect of any particular item of Collateral are governed by the laws of a jurisdiction other than the State of New York.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first written above.

Attest:

BANQUE INDOSUEZ, NEW YORK BRANCH,  
as Collateral Agent, Mortgagee

  
Name: R. Haynes Childsey

By:   
Name: Murray T. Kenney  
Title: FVP

By:   
Name: Gwendy Feldman  
Title: FVP

Attest:

CREDITANSTALT CORPORATE FINANCE,  
INC., Lender

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Attest:

ABC RAIL PRODUCTS CORPORATION,  
Debtor

\_\_\_\_\_  
Name:

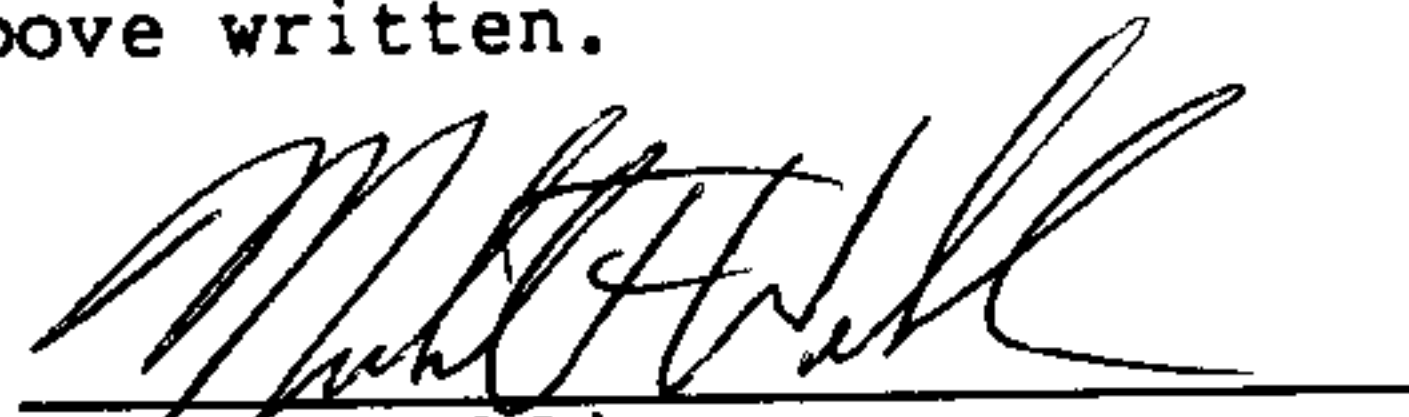
By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGMENT

STATE OF New York )  
COUNTY OF New York ) : ss.:

I, MICHAEL WALSH, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 11th day of OCTOBER, 1994, personally appeared before me MURRAY T. KENNEY and Gwendolyn FELDMAN to me personally known to be the persons who signed the foregoing Mortgagee Waiver and Intercreditor Agreement, and who, being by me duly sworn and being informed of the contents of said Mortgagee Waiver and Intercreditor Agreement, stated and acknowledged to me under oath that they are FVP and FVP, respectively, of BANQUE INDOSUEZ, NEW YORK BRANCH, named in and which executed the said Mortgagee Waiver and Intercreditor Agreement, that they are duly authorized to execute said Mortgagee Waiver and Intercreditor Agreement, for, in the name of and on behalf of BANQUE INDOSUEZ, NEW YORK BRANCH, and that same was signed, executed and delivered by them in the name of and on behalf of BANQUE INDOSUEZ, NEW YORK BRANCH, by authority of its Board of Directors and that the execution of said Mortgagee Waiver and Intercreditor Agreement was their free and voluntary act and deed in their said capacities and acknowledged to me that BANQUE INDOSUEZ, NEW YORK BRANCH, executed the same as its voluntary act and deed and was by them voluntarily executed, on behalf of BANQUE INDOSUEZ, NEW YORK BRANCH for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

  
Notary Public

My Commission expires:

July 29, 1994

MICHAEL F. WALSH  
Notary Public, State of New York  
No.             
Qualified in New York County  
Commission Expires July 29, 1994 5



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first written above.

Attest:

BANQUE INDOSUEZ, NEW YORK BRANCH,  
as Collateral Agent, Mortgagee

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Name:  
Title:

By: \_\_\_\_\_

Name:  
Title:

Attest:

CREDITANSTALT CORPORATE FINANCE,  
INC., Lender

  
Name:

By: 

Name:  
Title: Vice President

By: 

Name:  
Title: DCE

Attest:

ABC RAIL PRODUCTS CORPORATION,  
Debtor

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Name:  
Title:



ACKNOWLEDGMENT

STATE OF NEW YORK)  
COUNTY OF NEW YORK) : SS.:

I, KATHY LYNNE HERBERT, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 2<sup>TH</sup> day of NOVEMBER, 1994, personally appeared before me MARTIN MITTAG and M. Roy Gusse to me personally known to be the persons who signed the foregoing Mortgagee Waiver and Intercreditor Agreement, and who, being by me duly sworn and being informed of the contents of said Mortgagee Waiver and Intercreditor Agreement, stated and acknowledged to me under oath that they are DEPUTY CHIEF EXECUTING and VICE PRESIDENT, respectively, of CREDITANSTALT CORPORATE FINANCE, INC., the Corporation named in and which executed the said Mortgagee Waiver and Intercreditor Agreement, that they are duly authorized to execute said Mortgagee Waiver and Intercreditor Agreement, for, in the name of and on behalf of said Corporation, and that same was signed, executed and delivered by them in the name of and on behalf of the said Corporation by authority of its Board of Directors and that the execution of said Mortgagee Waiver and Intercreditor Agreement was their free and voluntary act and deed in their said capacities and acknowledged to me that said Corporation executed the same as its voluntary act and deed and was by them voluntarily executed, on behalf of said Corporation for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

KATHY LYNNE HERBERT  
Notary Public, State of New York  
No. [REDACTED]  
Qualified in New York County  
Commission Expires October 3, 1996

Kathy Lynne Herbert  
Notary Public

My Commission expires:

10/3/96

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first written above.

Attest:

BANQUE INDOSUEZ, NEW YORK BRANCH,  
as Collateral Agent, Mortgagee

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Name:  
Title:

By: \_\_\_\_\_

Name:  
Title:

Attest:

CREDITANSTALT CORPORATE FINANCE,  
INC., Lender

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

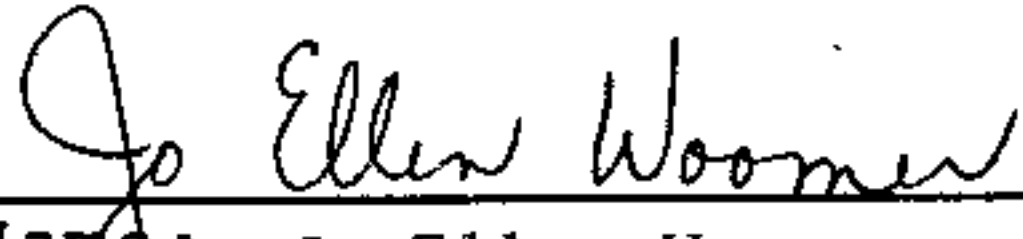
Name:  
Title:

By: \_\_\_\_\_

Name:  
Title:

Attest:

ABC RAIL PRODUCTS CORPORATION,  
Debtor

  
\_\_\_\_\_  
Name: Jo Ellen Woomer

By: 

Name: Charles E Self  
Title: Treasurer

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS.:

I, Onie J. Green-Givens, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 11th day of October, 1994, personally appeared before me Charles E. Self to me personally known to be the person who signed the foregoing Mortgagee Waiver and Intercreditor Agreement, and who, being by me duly sworn and being informed of the contents of said Mortgagee Waiver and Intercreditor Agreement, stated and acknowledged to me under oath that (s)he is Treasurer of ABC RAIL PRODUCTS CORPORATION, the Corporation named in and which executed the said Mortgagee Waiver and Intercreditor Agreement, that (s)he is duly authorized to execute said Mortgagee Waiver and Intercreditor Agreement, for, in the name of and on behalf of said Corporation, and that same was signed, executed and delivered by him (her) in the name of and on behalf of the said Corporation by authority of its Board of Directors and that the execution of said Mortgagee Waiver and Intercreditor Agreement was his (her) free and voluntary act and deed in his (her) said capacity and acknowledged to me that said Corporation executed the same as its voluntary act and deed and was by him (her) voluntarily executed, on behalf of said Corporation for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Onie J. Green-Givens  
Notary Public

My Commission expires:

May 5, 1996





## Schedule A

Beginning at the Southwest corner of Block "F", according to the Survey and Map of Resurvey of Russel R. Hetz property as recorded in Map Book 3, Page 119, in the Probate Office of Shelby County, Alabama, and run Northerly along the East line of 18th Street and along the West line of Blocks "F", "T", "P" and "D" to the intersection with the South line of Rose Lake Drive on the Western boundary of Lot 1, in Block "D" of said subdivision; thence along the South line of Rose Lake Drive in a Northeast, East, Southeast and Southerly direction around Block "D" of said subdivision to a point 40 feet South of the Northeast corner of Lot 10 in said Block "D"; thence Southeasterly across Rose Lake Drive to the Northwest corner of Lot 13, Block "D" in said subdivision; thence East along the South line of 11th Avenue to the Northeast corner of Block 18 of said subdivision; thence South along the East line of said Block 18, extended, to the Northeast corner of Block 11 of said subdivision; thence Northeasterly along the South line of Woodbine Avenue to the Northeast corner of Lot 3, in Block 19 of said subdivision; thence Southeast along the Northeast line of said Lot 3 to the Southeast corner of said Lot and the North line of Southern Railway right of way, according to said map; thence Southwest along the North or Northwest line of said right of way to the point of beginning; including in the above description all of Blocks "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z", 11, 18 and Lots 1, 2 and 3 in Block 10 according to the map of said Survey, together with certain streets and alleys included within the above metes and bounds description.

All of Blocks "R" and "S" and all that part of Patricia Place that lies West of 18th Avenue according to a Resurvey of Russel R. Hetz property as recorded in Map Book 3, Page 119, in the Probate Office of Shelby County, Alabama.

Beginning at the Southeast corner of Fractional Section 20, Township 22 South, Range 2 West, Shelby County, Alabama and from said point run North along the Section line a distance of 985 feet to a point; thence run North 69 degrees 09 minutes East 102.88 feet to a point; thence run North and parallel to the West right of way of 18th Street a distance of 429 feet to the point of beginning of the lot herein described; from said point continue North and parallel to said 18th Street a distance of 745 feet to a point; run thence West and at right angles to said 18th Street a distance of 448 feet to a point; thence run South and parallel to said 18th Street a distance of 745 feet to a point; thence run East and at right angles to 18th Street a distance of 448 feet to point of beginning; lying and being in the SE 1/4 of Section 20, Township 22 South, Range 2 West and in SW 1/4 of Section 21, Township 22 South, Range 2 West, Shelby County, Alabama.

Beginning at the Southeast corner of Section 20, Township 22 South, Range 2 West Fractional Section and run thence North on and along the Section line 985 feet to the point of beginning of the lot herein described; from said point North 69 degrees 09 minutes East 102.88 feet to a point; thence run North and parallel to the West right of way of 18th Street a distance of 429 feet to a point; thence West and at right angles to said 18th Street for 448 feet to a point; thence run North and parallel to said 18th Street for 191 feet to a point; run thence West and at right angles to said 18th Street for 437 feet to a point; run thence South and parallel to said 18th Street for 304 feet to a point; run thence West and at right angles to said 18th Street (SEE ATTACHED CONTINUATION PAGE)

Street for 350 feet, more or less, to a point on the East right of way of a public road; run thence South 9 degrees East on and along said East right of way of public road for 415 feet to a point; continue to run South 20 degrees 51 minutes East for a distance of 300 feet thence run North 69 degrees 09 minutes East 958.02 feet back to the point of beginning; lying and being in the SE 1/4 of Section 20, Township 22 South, Range 2 West and in the SW 1/4 of Section 21, Township 22 South, Range 2 West.

A part of the NE 1/4 of SE 1/4 of Section 20 and a part of the NW 1/4 of SW 1/4 of Section 21, Township 22 South, Range 2 West, described as follows:

Commence at the Southeast corner of Section 20, Township 22 South, Range 2 West and run North along the East line of Section 20 a distance of 755.27 feet to the Northwest right of way line of the Southern Railway and the point of beginning; thence turn an angle of 110 degrees 51 minutes to the left and run along said right of way line a distance of 503.68 feet; thence turn an angle of 90 degrees to the right and run a distance of 210.00 feet; thence turn an angle of 89 degrees 40 minutes to the right and run Northeast and parallel with said Railroad right of way a distance of 711.90 feet to a point; thence turn an angle of 113 degrees 13 minutes to the right and run a distance of 229.73 feet to the Northwest right of way line of the Southern Railway; thence turn an angle of 67 degrees 07 minutes to the right and run along said right of way line a distance of 118.88 feet to the point of beginning. EXCEPTING any part of the above that may lie within Lots 15, 16 and 17, Block S according to the Resurvey of Russel R. Hetz Property as recorded in Map Book 3, Page 119, in the Probate Office of Shelby County, Alabama.

ALL OF THE ABOVE DESCRIBED PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land situated in part of Sections 20 and 21, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of Section 21, Township 22 south, Range 2 West and run in a Northerly direction along the West line of said Section, a distance of 755.27 feet to the Northwestern right of way line of the Southern Railroad, being the point of beginning; thence 69 degrees 09 minutes right, in a Northeasterly direction, along said right-of-way, a distance of 292.32 feet; thence 0 degrees 01 minutes right in a Northeasterly direction along said right of way a distance of 2064.00 feet; thence 86 degrees 46 minutes left, in a Northwesternly direction, a distance of 175.28 feet to the Southern right of way line of Woodbine Avenue; thence 93 degrees 14 minutes left, in a Southwesterly direction along said right of way line, a distance of 185.00 feet; thence 114 degrees 40 minutes right in a Northerly direction, a distance of 454.68 feet; thence 90 degrees 00 minutes left, in a Westerly direction, a distance of 643.51 feet; thence 19 degrees 45 minutes 20 seconds right, in a Northwesternly direction, a distance of 54.95 feet; thence 70 degrees 14 minutes 40 seconds right, in a Northerly direction, a distance of 440.00 feet; thence 45 degrees 00 minutes left, in a Northwesternly direction, a distance of 200.00 feet; thence 45 degrees 00 minutes left, in a

(SEE ATTACHED CONTINUATION PAGE)



Westerly direction, a distance of 493.74 feet; thence 45 degrees left in a Southwesterly direction, a distance of 329.67 feet to the Easterly right of way line of 18th Street; thence 45 degrees left, in a Southerly direction along said right of way line a distance of 484.27 feet; thence 90 degrees right, in a Westerly direction, a distance of 260.00 feet; thence 90 degrees right, in a Northerly direction, a distance of 51.53 feet; thence 90 degrees left, in a Westerly direction, a distance of 435.34 feet; thence 90 degrees 08 minutes left, in a Southerly direction, a distance of 556.79 feet; thence 90 degrees 08 minutes right, in a Westerly direction, a distance of 450.94 feet; thence 90 degrees left, in a Southerly direction, a distance of 304.00 feet; thence 90 degrees right, in a Westerly direction, a distance of 310.00 feet; thence 108 degrees 08 minutes 50 seconds left, in a Southeasterly direction, a distance of 293.40 feet; thence 3 degrees 21 minutes 20 seconds right, in a Southeasterly direction a distance of 203.00 feet; thence 9 degrees 16 minutes 30 seconds left, in a Southeasterly direction, a distance of 210.18 feet; thence 2 degrees 18 minutes 40 seconds left, in a Southeasterly direction, a distance of 95.74 feet; thence 90 degrees 19 minutes 20 seconds left, in a Northeasterly direction, a distance of 357.29 feet; thence 90 degrees 01 minutes right, in a Southeasterly direction, a distance of 210.01 feet to said northwesterly right of way line of the Southern Railroad; thence 90 degrees left, in a northeasterly direction along said right of way line, a distance of 480.14 feet to the point of beginning.

THERE IS EXCEPTED FROM THE FOLLOWING DESCRIBED PARCEL:

A parcel of land situated in Section 21, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of said Section 21; thence in a Northerly direction along the West line of said Section 21, a distance of 755.27 feet to the intersection with the Northwestery right of way line of the Southern Railroad; thence 69 degrees 09 minutes right, in a northeasterly direction along said right of way line, a distance of 137.00 feet to the point of beginning, said point also being that certain point of beginning as described in Deed Book 343, Page 492, in the Office of the Judge of Probate in Shelby County, Alabama; thence continue along last described course, a distance of 155.32 feet; thence 0 degrees 01 minutes right, in a Northeasterly direction along said right of way line, a distance of 571.48 feet; thence 90 degrees left, in a Northwestery direction, a distance of 255.00 feet; thence 90 degrees left, in a Southwesterly direction, a distance of 257.00 feet; thence 90 degrees right, in a Northwestery direction, a distance of 65.97 feet; thence 89 degrees 56 minutes left, in a Southwesterly direction a distance of 469.80 feet; thence 90 degrees 04 minutes left, in a Southeasterly direction, a distance of 321.57 feet to the point of beginning.



SCHEDULE B

I. Machinery and Equipment

- Six (6) Diedesheim Vertifront Vertical Turning Machines size 120 RW, serial numbers: 22625, 22626, 22627, 26895, 22628, 22629, 22630, 26895.
- Six (6) Diedesheim step down transformers.
- Six (6) Diedesheim clamping jaws.
- Six (6) Diedesheim Automatic Lubrication Systems.
- Two (2) Diedesheim NC Gantry system for six Vertifront Turning Machines size 120 RW consisting of:
- One (1) Area gantry robot with one set of grippers with SIEMENS robot control;
- One (1) Siemens Servo motor driven axis; and
- Two (2) Sets of gripper fingers.
- Six (6) Sets of stands in front of Vertifront Vertical Turning Machines consisting of double stand with hardened vest details and special sheet metal for chip removal into floor channels.
- One (1) Diedesheim 8-meter inbound conveyor to machine two different parts at the same time with manual adjustable side guides, adjustable prismatic meter stop and individually driven sections.
- One (1) Diedesheim 8-meter outbound conveyor with individual driver sections, manually adjusted side guides.
- One (1) Pangborn ES-1800 Monorail Machine with three 60 HP 240DD-4 RI Rotoblast Units, Power and Free Monorail Loop, Motors and Controls.
- One (1) Torit Downflo Cartridge Model DFT 2-12 Type Dust Collector with motors and control addition to blast machine electrical panel.
- One (1) Sweco Shot Classifier 72" diameter, motor and controls.
- One (1) Lot  $\frac{1}{2}$ " thick manganese wear plates
- One (1) Allen Bradley Data Liner to display alarm messages.

- One (1) Webb-Stiles of Alabama conveyor system with precision bearings and powered rollover devices, soft-start capacity, roll-over units, and wheel diameter sizing consisting of:
- One (1) Hydraulic upender (no CDLR);
  - One (1) Automatic de-stacker;
  - One (1) 5 ft. long x 48" BF chain driven live roller (CDLR);
  - Seven (7) Roll-over units with CDLR;
  - Ten (10) 5 ft. long 3-strand chain transfers;
  - Two (2) 13 ft. long x 48" BF CDLR with 1 drive each;
  - One (1) 23'-6" long x 48" BF CDLR with 2 drives;
  - Two (2) Vertical tilt-up units with CDLR;
  - Two (2) Inspection stations;
  - One (1) 33' long CDLR with 3 drives;
  - Four (4) Grinding stations;
  - One (1) 17' long CDLR x 48" BF with 1 drive;
  - One (1) 9'-6" long CDLR x 48" BF with 1 drive;
  - One (1) 16' long CDLR x 48" BF with 1 drive;
  - Two (2) Hydraulic upenders with CDLR;
  - One (1) 108' long CDLR x 48" BF with 7 drives;
  - One (1) 13' long CDLR x 48" BF with 1 drive;
  - One (1) 19' long CDLR x 48" BF with 2 drives;
  - One (1) 11' long x 48" CDLR with 2 drives;
  - One (1) Vertical tilt unit with CDLR;
  - Five (5) Vertical holding stations with kickout;

- One (1) Shuttle car;
- One (1) Wheel storage lanes;
- One (1) Scale under CDLR 19; and
- Five (5) Hydraulic systems.
- One (1) Hawk Design automated magnetic particle processing unit powered by Magnaflux M-530 power packs and operated under the control of an Allen-Bradley PLC.
- One (1) IRT, Inc. System AS-200 series "Wheel Inspector" train wheel inspection system consisting of:
  - One (1) UPR 50 A & B ultrasonic programmable receiver board;
  - Two (2) RPPI pulser preamplifiers;
  - One (1) 3U height RPP1 enclosure with stabilized DC; power supply and forced ventilation for 8 channels;
  - One (1) Single-channel software (two hardware gates per channel);
  - One (1) Expansion interface hardware and software for second to eighth UPR channels;
  - One (1) System computer with external 14" VGA monitor;
  - One (1) Dual-channel digital output interface;
  - One (1) Encoder synchronization interface (dual-channel RAN-GEN);
  - One (1) AND/OR/NOR programming software (up to two hardwired outputs, up to 20 software outputs);
  - One (1) On-line flaw recording and storage module including longitudinal position encoder, monochromatic printer and reporting software;
  - One (1) 35U height, 19" rack-mount wheeled industrial cabinet with forced



ventilation, including all wiring,  
control panel and operator keyboard;

One (1) Climate control for control cabinet;

One (1) Wheel inspection electronics and  
pneumatics;

One (1) Inspection gantry;

One (1) Set of Vertical guide rails;

One (1) Eight-channel inspection head with  
water conditioning equipment;

Eight (8) Probe carriages (bubblers) with  
water coupling accessories;

One (1) Dual 5MHz, 0 Deg longitudinal probe  
with plexiglass shoe; and

One (1) 2 MHz, 45 Deg shear probe with  
built-in plexiglass prism.

One (1) Hydroflow Model SF-1350 Star Filter with 8 x 2  
x 3 x 96 Star Element including one main and  
one stand-by process systems vertical turbine  
pump, Model 12HH-165, 3 stage, 7.5 HP, 1800 rpm  
rated at 1350 GPM/70 PSI.

One (1) 200 L.F. 18" wide round bottom flume with flush  
boxes and 1/2" slip not cover.

One (1) 1-1/2" fibergrate pit cover with W8X24 beams, 2'  
O.C. 250 PSF loading.

One (1) Trabon lube system and maxi-monitor lube  
station for two vertical turbine pumps with  
distribution blocks on pumps.

Five (5) Nichols Industrial Sales Co. fabricated chip  
containers for machine swarf removal.

One (1) Herman Williams Company, Inc. prototype grinder  
for designing POPS grinder system.

One (1) Herman Williams Company, Inc. automatic POPS  
grinding system with 75 HP constant speed  
motor.

One (1) Herman Williams Company, Inc. union rotary POPS  
grinder system.

One (1) Ingersoll-Rand EP200 Air Compressor.

One (1)	Ingersoll-Rand DXR 1000 Refrigerated Air Dryer.
One (1)	Ingersoll Rand Model NLM-3 coalescing type, self cleaning separator filter.
One (1)	Ingersoll-Rand 660 gallon 42" x 120" ASME coded, 17 psi working pressure vertical air receiver complete with pressure gauge, safety relief valve and electric automatic drain valve.
Six (6)	Diedesheim tool monitor systems, type T302 (Prometec).
One (1)	Parsetter 240 with UTS 100 spindle with manual clamping.
One (1)	P16-UTS 100 spare spinder.
One (1)	Parsett Pro-Software 006-602.
One (1)	Cabinet Bench Z985212.
Two (2)	Weber Marking Systems Model 2138 barcode printer applicators.
One (1)	Weber Marking Systems printer stand.
One (1)	Dell Computer Dimension 466V/XPS MD base with 256K cache.
One (1)	Dell Computer performance keyboard 101 key, 6 pin.
One (1)	Dell Computer 8MB RAM, 486/L/MX/T/NP/DIM, 2 SIMMS.
One (1)	Dell Computer UltraScan 17ES color monitor auto-switchable 110-240 volt.
One (1)	Dell Computer 528/540MB IDE hard drive.
One (1)	DOS 6.2, Windows 3.1 MS system mouse.
One (1)	Dell Computer 4MB RAM, 1 SIMM.
One (1)	Number Nine GXE video board with 2MB.
One (1)	80/250MB internal tape drive with Norton for DOS software.
Two (2)	Lantana Communications Corporation analog card P#742 8-port.

One (1)	Lantana Communications Corporation hybrid card P#TN762B 8-port.
One (1)	Lantana Communications Corporation cordless telephone P#9100.
One (1)	CAD-1 autocard software (Release 12 for Windows).
One (1)	Wordperfect 6.0A.
One (1)	Hewlett Packard 9000 workstation, with process management information system software.
One (1)	Hewlett Packard Data Communications terminal controller P#2345AR.
Four (4)	Hewlett Packard 8 port direct connect.
One (1)	Hewlett Packard 6 port modem connect.
Thirty-six (36)	Krupp Widia cutting tool heads #1LH.
Thirty-six (36)	Krupp Widia cutting tool heads #2LH.
Thirty-six (36)	Krupp Widia tool cartridges #2LH.
Thirty-six (36)	Krupp Widia cutting tool heads #3LH.
Thirty-six (36)	Krupp Widia cutting tool heads #4/5LH.
Thirty-six (36)	Krupp Widia tool cartridges #4LH short.
Thirty-six (36)	Krupp Widia tool cartridges #5LH long.
Thirty-six (36)	Krupp Widia tool cutting heads #1RH.
Thirty-six (36)	Krupp Widia tool cutting heads #2RH.
Thirty-six (36)	Krupp Widia tool cutting heads #3RH.
One (1)	Wilson Instrument, Inc. automatic Brinell hardness testing system.
One (1)	Cooper Power Systems, 3750 KVA transformer 3-phase, 60 hertz, with 13.8 KV Delta Primary, 480Y/277 Secondary 2-2 1/2 Taps A & B Normal, liquid level gauge, dial thermometer, drain valve with sample.
One (1)	Central Machine and Fabrication shot peener loader with centering device, unloader and wheel lift.



## II. PURCHASE AGREEMENTS

- (1) ABC Rail Products Corporation Purchase Order # P1022415 dated January 24, 1994 to Maschinenfabrik Diedesheim and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (2) ABC Rail Products Corporation Purchase Order # P1023229 dated March 23, 1994 to Maschinenfabrik Diedesheim and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (3) ABC Rail Products Corporation Purchase Order # P1022603 dated February 10, 1994 to Pangborn Corporation and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (4) ABC Rail Products Corporation Purchase Order # P1023617 dated April 20, 1994 to Webb-Stiles of Alabama and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (5) ABC Rail Products Corporation Purchase Order # P1023515 dated April 12, 1994 to Hawk Design Consultants, Inc. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (6) ABC Rail Products Corporation Purchase Order # P1023760 dated April 29, 1994 to IRT Inc. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (7) ABC Rail Products Corporation Purchase Order # P1022470 dated February 1, 1994 to Hydroflow Incorporated and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (8) ABC Rail Products Corporation Purchase Order # P1025498 dated August 23, 1994 to Nichols Industrial Sales Company, Inc. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (9) ABC Rail Products Corporation Purchase Order # P1021610 dated November 24, 1993 to Herman Williams Co. and any and all agreements, documents or instruments governing the terms

and conditions of the purchase and sale of the equipment referenced in such purchase order.

- (10) ABC Rail Products Corporation Purchase Order # P1025512 dated August 24, 1994 to Herman Williams Co. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (11) ABC Rail Products Corporation Purchase Order # P1024691 dated June 29, 1994 to Herman Williams Co. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (12) ABC Rail Products Corporation Purchase Order # P1024911 dated July 14, 1994 to Ingersoll-Rand Air Compressor Group and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (13) ABC Rail Products Corporation Purchase Order # P1023495 dated April 11, 1994 to Maschinenfabrik Diedesheim and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (14) ABC Rail Products Corporation Purchase Order # P1025311 dated August 10, 1994 to Durco Industrial Supply Co., Inc. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (15) ABC Rail Products Corporation Purchase Order # P1025155 dated July 29, 1994 to Weber Marking Systems, Inc. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (16) ABC Rail Products Corporation Purchase Order # P1025099 dated July 26, 1994 to Dell Marketing L.P. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment and/or computer software referenced in such purchase order.
- (17) ABC Rail Products Corporation Purchase Order # P1025147 dated July 29, 1994 to Lantana Communication Corp. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment and/or computer software referenced in such purchase order.
- (18) ABC Rail Products Corporation Purchase Order # P1025149 dated July 29, 1994 to CAD-1 and any and all agreements,



documents or instruments governing the terms and conditions of the purchase and sale of the equipment and/or computer software referenced in such purchase order.

- (19) ABC Rail Products Corporation Purchase Order # P1025148 dated July 29, 1994 to Egghead Discount Software and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment and/or computer software referenced in such purchase order.
- (20) ABC Rail Products Corporation Purchase Order # P1024580 dated June 23, 1994 to Hewlett Packard and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment and/or computer software referenced in such purchase order.
- (21) ABC Rail Products Corporation Purchase Order # P1023822 dated May 3, 1994 to Maschinenfabrik Diedesheim and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (22) ABC Rail Products Corporation Purchase Order # P1024306 dated June 3, 1994 to Wilson Instrument, a division of Instron Corporation, and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (23) ABC Rail Products Corporation Purchase Order # P1025111 dated July 26, 1994 to Cooper Power Systems and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (23) ABC Rail Products Corporation Purchase Order # P1024877 dated July 13, 1994 to Substation Service Co. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (25) ABC Rail Products Corporation Purchase Order # P1025071 dated July 25, 1994 to Central Machine & Fabrication, a division of Central Industrial Supply, Inc., and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (26) ABC Rail Products Corporation Purchase Order # P1023874 dated May 3, 1994 to Cutting Tools, Inc. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.

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