

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT  
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM  
Registre, Inc.  
514 PIERCE ST.  
P.O. BOX 218  
ANDKA, MN. 55303  
(612) 421-1713

☐ The Debtor is a transmitting utility  
as defined in ALA CODE 7-9-105(n).

No. of Additional  
Sheets Presented 12

This FINANCING STATEMENT is presented to a Filing Officer for  
filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Sullivan & Worcester  
767 Third Avenue  
New York, New York 10017  
Attention: Simon B. Posner, Esq.

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

ABC Rail Products Corporation  
200 South Michigan Avenue  
Chicago, Illinois 60604

Social Security/Tax ID

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

Creditanstalt Corporate Finance, Inc.  
2 Greenwich Plaza  
Greenwich, Connecticut 06830

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

THIS SPACE FOR USE OF FILING OFFICER  
Date, Time, Number & Filing Office

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

5. The Financing Statement Covers the Following Types (or items) of Property:

SEE SCHEDULE A ANNEXED HERETO

Judge of Probate,  
(Shelby County, Alabama)

Taxes paid on fixture filing filed concurrently.

5A Enter Code(s) From  
Back of Form That  
Best Describes The  
Collateral Covered  
By This Filing:

2 0 0  
3 0 0  
5 0 0  
7 0 0

Check X if covered: ☐ Products of Collateral are also covered

6. This statement is filed without the debtor's signature to perfect a security interest in collateral  
(check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.  
☐ which is proceeds of the original collateral described above in which a security interest is perfected.  
☐ acquired after a change of name, identity or corporate structure of debtor  
☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate.

The initial indebtedness secured by this financing statement is \$ 0

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$

8 ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)  
(Required only if filed without debtor's Signature — see Box 6)

ABC Rail Products Corporation  
Signature(s) of Debtor(s)

By: Charles Self, Treasurer  
Signature(s) of Debtor(s)

Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Creditanstalt Corporate Finance, Inc.  
Type Name of Individual or Business

Schedule A to  
UCC Financing Statement

Debtor: ABC Rail Products Corporation  
200 South Michigan Avenue  
Chicago, Illinois 60604

Secured Party: Creditanstalt Corporate Finance, Inc.  
2 Greenwich Plaza  
Greenwich, Connecticut 06830

This financing statement covers the following types (or items) of property:

All of the following personal property and fixtures of Debtor, whether now owned or existing or hereafter acquired or arising and regardless of where located (collectively, the "Collateral"):

- (1) Equipment;
- (2) Assigned Contracts;
- (3) Assigned Contract Rights;
- (4) General Intangibles;
- (5) Documents of Debtor pertaining to any of the Collateral; and
- (6) All Proceeds of all or any of the Collateral described in clauses (1) through (5).

For the purposes hereof, the following terms shall have the following respective meanings:

"Assigned Contracts" - means the Purchase Agreements and any other agreement or instrument now existing or hereafter executed or entered into providing for the purchase of Equipment by Debtor (including, without limitation, any Replacement Purchase Agreement), as such agreements may be amended, modified and supplemented from time to time, together with all schedules, annexes and exhibits thereto.

"Assigned Contract Rights" - means all of Debtor's right, title and interest, powers, privileges and other benefits, whether now existing or hereafter arising, in, to and under the Assigned Contracts, including, without limitation, the right to make all waivers and agreements, to give all notices, consents and releases, to take action upon the happening of any default giving rise to a right in favor of Debtor under any of the Assigned Contracts, and to do any and all other things whatsoever which Debtor is or may become entitled to do under any of the Assigned Contracts.

"Documents" means (except as otherwise specifically provided herein) all "documents" (as defined in the UCC) or other receipts covering, evidencing or representing all or any of the Equipment, now owned or hereafter acquired by Debtor.

"Equipment" means all of the machinery and equipment set forth on Annex 1 hereto, now owned or hereafter acquired by Debtor, together with (i) all accessories and accessions thereto, (ii) all repairs to any of the foregoing (or any part or component thereof now or hereafter acquired), and (iii) all substitutions and replacements for the foregoing or any part or component thereof which substitution or replacement results from or is in connection with (A) any of the foregoing (or any part or component thereof) becoming worn out or damaged in the ordinary course of business, or (B) any of the foregoing (or any part or component thereof) which fails to function properly, and, as to which, the replacement or substitution item is reasonably equivalent to the item being replaced or for which it is being substituted.

"General Intangibles" means all "general intangibles" (as defined in the UCC) now owned or hereafter acquired by Debtor, constituting Assigned Contract Rights.

"Proceeds" means all proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, Collateral, including without limitation all claims of Debtor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any Collateral, and any condemnation or requisition payments with respect to any Collateral, in each case whether now existing or hereafter arising.

"Purchase Agreements" means all agreements, instruments and documents to which Debtor is a party, including, without limitation, those set forth on Annex 2 hereto, which provide for the purchase by Debtor of Equipment, as any of them may be amended, modified and supplemented from time to time, together with all quotations, proposals, purchase orders, schedules,



annexes and exhibits now or hereafter attached thereto, included therein or delivered in connection therewith.

"Replacement Purchase Agreement" means any agreement to purchase equipment to replace malfunctioning Equipment.

"UCC" means the Uniform Commercial Code as in effect on the date hereof in the State of New York; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of perfection or the effect of perfection or non-perfection.

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, 137 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.

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.

Inst # 1994-33866