4-032A036

No.

Date FEB 1 1984

Fee $ 50.00 DJ

ICC Washington, D. C.

HANSELL & POST

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

56 PERIMETER CENTER EAST, N.E.
FIFTH FLOOR
ATLANTA, GEORGIA 30346-2283
TELEPHONE 404 399-1600
TELECOPIER 404 394-4637
TELEX 80-4455

THIRTY-THIRD FLOOR FIRST ATLANTA TOWER
ATLANTA, GEORGIA 30383-3101

1915 "I" STREET, N.W.
FIFTH FLOOR
WASHINGTON, D.C. 20006

14266

RECORDATION NO. ..... Filed 1425

FEB 1 1984 -11 45 AM

INTERSTATE COMMERCE COMMISSION

FEB 1 11 35 AM '84

RECEIVED

January 27, 1984

Ms. Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Madam:

Enclosed are three fully executed counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Rolling Stock Security Agreement, a primary document, dated January 27, 1984.

The names and addresses of the parties to the document are as follows:

Secured Party: Citicorp Industrial Credit, Inc.
Suite 800
211 Perimeter Center Parkway
Atlanta,Georgia 30346

Debtor: Tennessee Chemical Company
Highway 68
Copperhill, Tennessee 37317

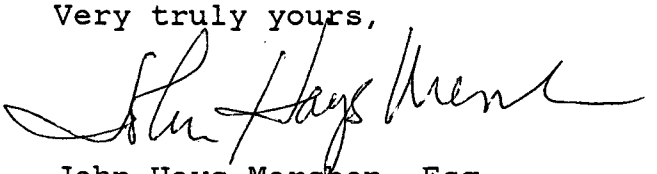
A general description of the railroad equipment covered by the enclosed document is set forth in Exhibit A attached hereto and made a part hereof.

A fee of $50.00 is enclosed. Please return the stamped counterparts not needed by the Commission for recordation to Mark S. Anderson, Esq., Hansell & Post, 56 Perimeter Center East, N.E. Fifth Floor, Atlanta, Georgia, 30346-2283.

A short summary of the document to appear in the index follows:

Rolling Stock Secuirty Agreement between Tennessee Chemical Company, Highway 68, Copperhill, Tennessee 37317 ("Debtor") and Citicorp Industrial Credit, Inc., Suite 800, 211 Perimeter Center Parkway, Atlanta, Georgia 30346 ("Secured Party"), dated January 27, 1984, and covering all rolling stock of Debtor, whether now owned or hereafter acquired.

Very truly yours,



John Hays Mershon, Esq.
Attorney for Citicorp Industrial Credit, Inc.

JHM/db
Enclosures

EXHIBIT A

Manufacturer	Serial No.	No. of Units	Description
Alco	75123	1	660 HP Diesel Electric locomotive #105
Alco	80465	1	1,000 HP Diesel Electric locomotive #106
Alco	82304	1	900 HP Diesel Electric locomotive #107
GMC	36175	1	1,500 HP Diesel Electric locomotive #108
GMC	74618-1	1	1,500 HP Diesel Electric locomotive #109
American Hoist	3580	1	Diesel electric railroad crane
American Hoist	3844	1	Diesel electric railroad crane
Canron Rail Group	1074186	1	Tie Tamper unit
Canron Rail Group	25714818	1	Tie inserter unit
Ford Motor Co.	60509	1	High rail crew truck
Difco, Inc.	n/a	1	100 ton side dump cars AAR designation CSC941-CSC967 (excluding 945 and 964)

Tank Cars

						Car Type		Gallon Capacity		Purch. Price	Purch. Date	Builder
TCDX011000	L	TK	FLT01			18	0.00	12079	0.00	18250	700101	GATC
TCDX011001	L	TK	FLT01			18	0.00	12035	0.00	18250	700101	
TCDX011002	L	TK	FLT01			18	0.00	12030	0.00	18250	700101	
TCDX011003	L	TK	FLT01			18	0.00	12033	0.00	18250	700101	
TCDX011004	0	TK	FLT09	TCC	ACF	18	44.70	12041	375.00	18250	700101	
TCDX011006	L	TK	FLT01			18	0.00	12053	0.00	18250	700101	
TCDX011007	L	TK	FLT01			18	0.00	12047	0.00	18250	700101	
TCDX011008	0	TK	FLT09	TCC	ACF	18	44.70	12061	375.00	18250	700101	
TCDX011009	0	TK	FLT01	TCC		18	44.70	12065	0.00	18250	700101	
TCDX011010	0	TK	FLT09	TCC	ACF	18	44.70	12057	375.00	18250	700101	
TCDX011011	L	TK	FLT01			18	0.00	12035	0.00	18250	700101	
TCDX011012	L	TK	FLT01	TCC		18	0.00	12040	0.00	18250	700101	
TCDX011013	L	TK	FLT01			18	0.00	12054	0.00	18250	700101	
TCDX011014	L	TK	FLT01			18	0.00	12043	0.00	18250	700101	
TCDX011015	L	TK	FLT01			18	0.00	12043	0.00	18250	700101	
TCDX011016	L	TK	FLT01			18	0.00	12048	0.00	18250	700101	
TCDX011017	L	TK	FLT01			18	0.00	12046	0.00	18250	700101	
TCDX011018	L	TK	FLT01			18	0.00	12078	0.00	18250	700101	
TCDX011019	L	TK	FLT01			18	0.00	12052	0.00	18250	700101	
TCDX011020	L	TK	FLT01			18	0.00	12069	0.00	18250	700101	
TCDX011021	L	TK	FLT01			18	0.00	12056	0.00	18250	700101	
TCDX011022	L	TK	FLT01			18	0.00	12067	0.00	18250	700101	
TCDX011023	L	TK	FLT01			18	0.00	12055	0.00	18250	700101	
TCDX011024	L	TK	FLT01			18	0.00	12066	0.00	18250	700101	
TCDX011025	L	TK	FLT01			18	0.00	12059	0.00	18250	700101	
TCDX011026	0	TK	FLT09	TCC	ACF	18	44.70	12062	375.00	18250	700101	
TCDX011027	L	TK	FLT01			18	0.00	12027	0.00	19340	700101	
TCDX011028	L	TK	FLT01			18	0.00	12307	0.00	19340	700101	
TCDX011029	L	TK	FLT01			18	0.00	12308	0.00	19340	700101	
TCDX011030	0	TK	FLT09	TCC	ACF	18	46.10	12307	0.00	19340	700101	
TCDX011031	L	TK	FLT01			18	0.00	12306	0.00	19340	700101	
TCDX011032	L	TK	FLT01			18	0.00	12307	0.00	19340	700101	
TCDX011033	L	TK	FLT01			18	0.00	12309	0.00	19340	700101	
TCDX011034	L	TK	FLT01			18	0.00	12310	0.00	19339	700101	
TCDX011035	L	TK	FLT01			18	0.00	12301	0.00	19339	700101	
TCDX011036	L	TK	FLT01			18	0.00	12302	0.00	19339	720101	
TCDX011037	L	TK	FLT01			18	0.00	12312	0.00	19339	720101	
TCDX011038	L	TK	FLT01			18	0.00	12304	0.00	19339	720101	

TCDX011039	L	TK	FLT01	18	0.00	12309	0.00	19339	720101	
TCDX011040	L	TK	FLT01	18	0.00	12308	0.00	19339	720101	
TCDX011041	L	TK	FLT01	18	0.00	12375	0.00	31412	770101	
TCDX011042	L	TK	FLT01	18	0.00	12381	0.00	31412	770101	
TCDX011043	L	TK	FLT01	18	0.00	12348	0.00	31412	770101	
TCDX011044	L	TK	FLT01	18	0.00	12351	0.00	31412	770101	
TCDX011045	L	TK	FLT01	18	0.00	12341	0.00	31412	770101	
TCDX011046	L	TK	FLT01	18	0.00	12360	0.00	31412	770101	
TCDX011047	L	TK	FLT01	18	0.00	12375	0.00	31412	770101	
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TCDX011050	L	TK	FLT01	18	0.00	12367	0.00	31412	770101	
TCDX011051	L	TK	FLT01	18	0.00	12381	0.00	31412	770101	
TCDX011052	L	TK	FLT01	18	0.00	12374	0.00	31412	770101	
TCDX011053	L	TK	FLT01	18	0.00	12393	0.00	31412	770101	
TCDX011054	L	TK	FLT01	18	0.00	12396	0.00	31412	770101	
TCDX011055	L	TK	FLT01	18	0.00	12387	0.00	31412	770101	
TCDX011056	L	TK	FLT01	18	0.00	12383	0.00	31412	770101	
TCDX011057	L	TK	FLT01	18	0.00	12378	0.00	31412	770101	
TCDX011058	L	TK	FLT01	18	0.00	12389	0.00	31412	770101	
TCDX011059	L	TK	FLT01	18	0.00	12378	0.00	31412	770101	
TCDX011060	L	TK	FLT01	18	0.00	12396	0.00	31412	770101	
TCDX011061	L	TK	FLT01	18	0.00	12376	0.00	31412	770101	
TCDX011062	L	TK	FLT01	18	0.00	12393	0.00	31412	770101	
TCDX011063	L	TK	FLT01	18	0.00	12373	0.00	31412	770101	
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TCDX011067	L	TK	FLT01	18	0.00	12368	0.00	31412	770101	
TCDX011068	L	TK	FLT01	18	0.00	12396	0.00	31412	770101	
TCDX011069	L	TK	FLT01	18	0.00	12359	0.00	31412	770101	
TCDX011070	L	TK	FLT01	18	0.00	12358	0.00	31412	770101	
TCDX011071	L	TK	FLT01	18	0.00	12378	0.00	31412	770101	
TCDX011072	L	TK	FLT01	18	0.00	12384	0.00	31412	770101	
TCDX011073	L	TK	FLT01	18	0.00	12391	0.00	31412	770101	
TCDX011074	L	TK	FLT01	18	0.00	12393	0.00	31412	770101	
TCDX011075	L	TK	FLT01	18	0.00	12375	0.00	31412	770101	
TCDX011076	L	TK	FLT01	18	0.00	12378	0.00	31412	770101	
TCDX011077	L	TK	FLT01	18	0.00	12363	0.00	31412	770101	
TCDX011078	L	TK	FLT01	18	0.00	12375	0.00	31412	770101	
TCDX011079	L	TK	FLT01	18	0.00	12393	0.00	31412	770101	
TCDX011080	L	TK	FLT01	18	0.00	12365	0.00	31412	770101	
TCDX011081	L	TK	FLT01	18	0.00	12377	0.00	31412	770101	
TCDX011082	L	TK	FLT01	18	0.00	12371	0.00	31412	770101	
TCDX011083	L	TK	FLT01	18	0.00	12381	0.00	31412	770101	
TCDX011084	L	TK	FLT01	18	0.00	12388	0.00	31412	770101	

GATC

UTCC

TCDX011085	L	TK	FLT01		18	0.00	12368	0.00	31412	770101	UTCC
TCDX011086	L	TK	FLT01		18	0.00	12371	0.00	31412	770101	
TCDX011087	L	TK	FLT01		18	0.00	12394	0.00	31412	770101	
TCDX011088	L	TK	FLT01		18	0.00	12396	0.00	31412	770101	
TCDX011089	L	TK	FLT01		18	0.00	12365	0.00	31412	770101	
TCDX011090	L	TK	FLT01		18	0.00	12371	0.00	31412	770101	
TCDX011091	L	TK	FLT01		18	0.00	12367	0.00	31412	770101	
TCDX011092	L	TK	FLT01		18	0.00	12394	0.00	31412	770101	
TCDX011093	L	TK	FLT01		18	0.00	12376	0.00	31412	770101	
TCDX011094	L	TK	FLT01		18	0.00	12380	0.00	31412	770101	
TCDX011095	L	TK	FLT01		18	0.00	12375	0.00	31412	770101	
TCDX011096	L	TK	FLT01		18	0.00	12381	0.00	31412	770101	
TCDX011097	L	TK	FLT01		18	0.00	12371	0.00	31412	770101	
TCDX011098	L	TK	FLT01		18	0.00	12381	0.00	31412	770101	
TCDX011099	L	TK	FLT01		18	0.00	12399	0.00	31412	770101	
TCDX011100	L	TK	FLT01		18	0.00	12383	0.00	31412	770101	
TCDX011101	L	TK	FLT01		18	0.00	12363	0.00	31412	770101	
TCDX011102	L	TK	FLT01		18	0.00	12396	0.00	31412	770101	
TCDX011103	L	TK	FLT01		18	0.00	12396	0.00	31412	770101	
TCDX011104	0	TK	FLT01	TCC	18	63.00	12370	0.00	31412	770101	
TCDX011105	L	TK	FLT01		18	0.00	12368	0.00	31412	770101	
TCDX011106	L	TK	FLT01		18	0.00	12398	0.00	31412	770101	
TCDX011107	L	TK	FLT01		18	0.00	12362	0.00	31412	770101	
TCDX011108	L	TK	FLT01		18	0.00	12345	0.00	31412	770101	
TCDX011109	L	TK	FLT01		18	0.00	12389	0.00	31412	770101	
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TCDX011112	L	TK	FLT01		18	0.00	12384	0.00	31412	770101	
TCDX011113	L	TK	FLT01		18	0.00	12381	0.00	31412	770101	
TCDX011114	L	TK	FLT01		18	0.00	12365	0.00	31412	770101	
TCDX011115	L	TK	FLT01		18	0.00	12397	0.00	31412	770101	
TCDX011116	L	TK	FLT01		18	0.00	12362	0.00	31412	770101	
TCDX011117	L	TK	FLT01		18	0.00	12382	0.00	31412	770101	
TCDX011118	L	TK	FLT01		18	0.00	12382	0.00	31412	770101	
TCDX011119	L	TK	FLT01		18	0.00	12378	0.00	31412	770101	
TCDX011120	L	TK	FLT01		18	0.00	12376	0.00	31412	770101	
TCDX011121	L	TK	FLT01		18	0.00	12330	0.00	42720	790101	ACF/SCL
TCDX011122	L	TK	FLT01		18	0.00	12338	0.00	42720	790101	
TCDX011123	L	TK	FLT01		18	0.00	12358	0.00	42720	790101	
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TCDX011126	L	TK	FLT01		18	0.00	12351	0.00	42720	790101	
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TCDX011131	L	TK	FLT01		18	0.00	12346	0.00	42720	790101	
TCDX011132	L	TK	FLT01		18	0.00	12332	0.00	42720	790101	
TCDX011133	L	TK	FLT01		18	0.00	12334	0.00	42720	790101	
TCDX011134	L	TK	FLT01		18	0.00	12340	0.00	42720	790101	
TCDX011135	L	TK	FLT01		18	0.00	12347	0.00	42720	790101	

TCDX013000	0	TK	FLT07	TCC	SHRIE	20	40.40	13628	350.00	15200	700101	GATC
TCDX013001	0	TK	FLT10	TCC	UTILI	20	40.40	13623	435.00	15200	700101	
TCDX013002	0	TK	FLT10	TCC	UTLI	20	40.40	13610	435.00	15200	700101	
TCDX013003	0	TK	FLT10	TCC	UTLI	20	40.40	13628	435.00	15200	700101	
TCDX013004	0	TK	FLT10	TCC	UTLI	20	40.40	13603	435.00	15200	700101	
TCDX013005	0	TK	FLT10	TCC	UTLI	16	40.40	13636	435.00	15200	700101	
TCDX013006	0	TK	FLT10	TCC	UTLI	20	40.40	13622	435.00	15200	700101	
TCDX013007	0	TK	FLT10	TCC	UTILI	20	40.40	13608	435.00	15200	700101	
TCDX013008	0	TK	FLT10	TCC	UTLI	20	40.40	13601	435.00	15200	700101	
TCDX013009	0	TK	FLT10	TCC	UTLI	20	40.40	13624	435.00	15200	700101	
TCDX013010	0	TK	FLT10	TCC	UTILI	20	40.40	13614	435.00	15200	700101	
TCDX013011	0	TK	FLT07	TCC	SHRIE	20	40.40	13604	350.00	15200	700101	
TCDX013012	L	TK	FLT01			20	0.00	13621	0.00	15200	700101	
TCDX013013	0	TK	FLT07	TCC	SHRIE	20	40.40	13621	350.00	15200	700101	
TCDX013014	0	TK	FLT10	TCC	UTILI	20	40.40	13612	435.00	15200	700101	
TCDX013015	0	TK	FLT10	TCC	UTLI	20	40.40	13620	435.00	15200	700101	
TCDX013016	0	TK	FLT10	TCC	UTLI	16	44.70	13623	435.00	15200	700101	
TCDX013017	0	TK	FLT10	TCC	UTLI	20	40.40	13624	435.00	15200	700101	
TCDX013018	0	TK	FLT10	TCC	UTILI	20	40.40	13620	435.00	15200	700101	
TCDX013019	0	TK	FLT10	TCC	UTLI	20	40.40	13633	435.00	15200	700101	
TCDX013020	0	TK	FLT01	TCC		16	0.00	13623	0.00	15200	700101	
TCDX013021	0	TK	FLT07	TCC	SHRIE	20	40.40	13594	350.00	15200	700101	
TCDX013022	0	TK	FLT10	TCC	UTILI	20	40.40	13602	435.00	15200	700101	
TCDX013023	0	TK	FLT10	TCC	UTLI	20	40.40	13611	435.00	15200	700101	
TCDX013024	0	TK	FLT10	TCC	UTILI	20	40.40	13622	435.00	15200	700101	
TCDX013025	0	TK	FLT10	TCC	UTILI	20	40.40	13618	435.00	15200	700101	
TCDX013026	0	TK	FLT07	TCC	SHRIE	20	40.40	13622	350.00	15200	700101	
TCDX013027	L	TK	FLT01			20	0.00	13614	0.00	15200	700101	
TCDX013029	0	TK	FLT10	TCC	UTLI	20	40.40	13626	435.00	15200	700101	
TCDX013031	0	TK	FLT10	TCC	UTILI	20	40.40	13616	435.00	15200	700101	
TCDX013032	0	TK	FLT10	TCC	UTILI	20	40.40	13619	435.00	15200	700101	
TCDX013033	L	TK	FLT01			20	0.00	13616	0.00	15200	700101	
TCDX013034	L	TK	FLT01			20	0.00	13491	0.00	16225	720101	UTCC
TCDX013035	L	TK	FLT01			20	0.00	13508	0.00	16221	720101	
TCDX013036	0	TK	FLT10	TCC	UTLI	20	41.80	13493	435.00	16225	720101	
TCDX013037	L	TK	FLT01			20	0.00	13503	0.00	16225	720101	
TCDX013038	L	TK	FLT01			20	0.00	13509	0.00	16226	720101	
TCDX013039	L	TK	FLT01			20	0.00	13505	0.00	16226	720101	
TCDX013040	L	TK	FLT01			20	0.00	13501	0.00	16226	720101	
TCDX013041	L	TK	FLT01			20	0.00	13501	0.00	16221	720101	
TCDX013042	L	TK	FLT01			20	0.00	13501	0.00	16221	720101	
TCDX013043	L	TK	FLT01			20	0.00	13503	0.00	16221	720101	
TCDX013044	0	TK	FLT01	TCC		16	0.00	13498	0.00	16221	720101	
TCDX013045	L	TK	FLT01			20	0.00	13502	0.00	16221	720101	
TCDX013046	0	TK	FLT01	TCC		16	0.00	13505	0.00	16221	720101	
TCDX013047	0	TK	FLT01	TCC		16	0.00	13503	0.00	16220	720101	
TCDX013048	0	TK	FLT01	TCC		16	0.00	13515	0.00	16220	720101	
TCDX013049	0	TK	FLT01	TCC		16	0.00	13512	0.00	16220	720101	
TCDX013050	0	TK	FLT01	TCC		16	46.10	13504	0.00	19795	720101	
TCDX013051	L	TK	FLT01			20	0.00	13514	0.00	16220	720101	

UTCC

TCDX013052	L	TK	FLT01			20	0.00	13514	0.00	16220	720101
TCDX013054	0	TK	FLT07	TCC	SHRIE	20	41.80	13501	350.00	16220	720101
TCDX013055	0	TK	FLT01	TCC		20	0.00	13517	0.00	16220	720101
TCDX013056	L	TK	FLT01			20	0.00	13510	0.00	16220	720101
TCDX013057	L	TK	FLT01			20	0.00	13506	0.00	16220	720101
TCDX013058	L	TK	FLT01			20	0.00	13510	0.00	16220	720101
TCDX013059	L	TK	FLT01			20	0.00	13504	0.00	16220	720101
TCDX013060	L	TK	FLT01			20	0.00	13507	0.00	16220	720101
TCDX013061	0	TK	FLT01	TCC		16	0.00	13509	0.00	16220	720101
TCDX013062	L	TK	FLT01			20	0.00	13504	0.00	16220	720101
TCDX013063	L	TK	FLT01			20	0.00	13503	0.00	16220	720101
TCDX013064	L	TK	FLT01			20	0.00	13501	0.00	16220	720101
TCDX013065	L	TK	FLT01			20	0.00	13496	0.00	16241	720101
TCDX013066	0	TK	FLT01	TCC		16	0.00	13503	0.00	16241	720101
TCDX013067	0	TK	FLT01	TCC		16	46.10	13506	0.00	19816	720101
TCDX013068	L	TK	FLT01	TCC		20	0.00	13501	0.00	16241	720101
TCDX013069	0	TK	FLT01	TCC		16	0.00	13498	0.00	16241	720101
TCDX013070	L	TK	FLT01			20	0.00	13499	0.00	16240	720101
TCDX013071	0	TK	FLT01	TCC		16	0.00	13499	0.00	16240	720101
TCDX013072	L	TK	FLT01			20	0.00	13496	0.00	16240	720101
TCDX013073	L	TK	FLT01			20	0.00	13501	0.00	16240	720101
TCDX013074	L	TK	FLT01			20	0.00	13502	0.00	16246	720101
TCDX013075	L	TK	FLT01			20	0.00	13499	0.00	16240	720101
TCDX013076	0	TK	FLT10	TCC	UTLI	20	41.30	13502	435.00	16240	720101
TCDX013077	L	TK	FLT01			20	0.00	13494	0.00	16246	720101
TCDX013078	L	TK	FLT01			20	0.00	13497	0.00	16246	720101
TCDX013079	L	TK	FLT01			20	0.00	13498	0.00	16246	720101
TCDX013080	L	TK	FLT01			20	0.00	13491	0.00	16246	720101
TCDX013081	0	TK	FLT07	TCC	SHRIE	20	41.80	13492	350.00	16246	720101
TCDX013082	0	TK	FLT01	TCC		16	0.00	13501	0.00	16246	720101
TCDX013083	L	TK	FLT01			20	0.00	13504	0.00	16246	720101
TCDX013084	0	TK	FLT04	TCC	UC	16	0.00	13504	0.00	16246	720101
TCDX013085	L	TK	FLT01			20	0.00	13502	0.00	16246	720101
TCDX013086	L	TK	FLT01			20	0.00	13499	0.00	16246	720101
TCDX013087	L	TK	FLT01			20	0.00	13498	0.00	16246	720101
TCDX013088	L	TK	FLT01			20	0.00	13496	0.00	16246	720101
TCDX013089	0	TK	FLT01	TCC		16	0.00	13498	0.00	16246	720101
TCDX013090	0	TK	FLT01	TCC		16	0.00	13492	0.00	16246	720101
TCDX013091	L	TK	FLT01			20	0.00	13491	0.00	16246	720101
TCDX013092	0	TK	FLT01	TCC		16	0.00	13492	0.00	16246	720101
TCDX013094	L	TK	FLT01			20	0.00	13490	0.00	16246	720101
TCDX013095	0	TK	FLT07	TCC	SHRIE	20	41.30	13491	350.00	16246	720101
TCDX013096	L	TK	FLT01			20	0.00	13490	0.00	16246	720101
TCDX013097	L	TK	FLT01			20	0.00	13491	0.00	16246	720101
TCDX013098	L	TK	FLT01			20	0.00	13492	0.00	16246	720101
TCDX013099	L	TK	FLT01			20	0.00	13494	0.00	16246	720101
TCDX013100	L	TK	FLT01			20	0.00	13491	0.00	16246	720101
TCDX013101	L	TK	FLT01			20	0.00	13490	0.00	16246	720101
TCDX013102	0	TK	FLT01	TCC		16	0.00	13493	0.00	16246	720101
TCDX013104	0	TK	FLT01	TCC		16	0.00	13495	0.00	16246	720101
TCDX013105	L	TK	FLT01			20	0.00	13496	0.00	16246	720101

UTCC

TCDX013106	L	TK	FLT01			20	0.00	13491	0.00	16246	720101
TCDX013107	L	TK	FLT01			20	0.00	13490	0.00	16246	720101
TCDX013108	L	TK	FLT01			20	0.00	13490	0.00	16246	720101
TCDX013109	0	TK	FLT01	TCC		16	0.00	13490	0.00	16246	720101
TCDX013110	L	TK	FLT01			20	0.00	13506	0.00	16245	720101
TCDX013111	L	TK	FLT01			20	0.00	13493	0.00	16245	720101
TCDX013112	L	TK	FLT01			20	0.00	13501	0.00	16245	720101
TCDX013113	0	TK	FLT07	TCC	SHRIE	20	41.80	13498	350.00	16246	720101
TCDX013114	L	TK	FLT01			20	0.00	13496	0.00	16245	720101
TCDX013115	L	TK	FLT01			20	0.00	13490	0.00	16246	720101
TCDX013116	L	TK	FLT01			20	0.00	13493	0.00	16245	720101
TCDX013117	L	TK	FLT01			20	0.00	13492	0.00	16245	720101
TCDX013118	0	TK	FLT04	TCC		16	0.00	13494	0.00	16245	720101
TCDX013119	L	TK	FLT01			20	0.00	13497	0.00	16245	720101
TCDX013120	L	TK	FLT01			20	0.00	13496	0.00	16246	720101
TCDX013121	L	TK	FLT01			20	0.00	13506	0.00	16245	720101
TCDX013122	0	TK	FLT01	TCC		16	41.80	13504	0.00	16245	720101
TCDX013123	0	TK	FLT07	TCC	SHRIE	20	41.80	13506	350.00	16245	720101
TCDX013124	0	TK	FLT01	TCC		16	0.00	13507	0.00	16245	720101
TCDX013125	L	TK	FLT01			20	0.00	13499	0.00	16245	720101
TCDX013126	L	TK	FLT01			20	0.00	13503	0.00	16245	720101
TCDX013127	0	TK	FLT01	TCC		16	0.00	13507	0.00	16245	720101
TCDX013128	0	TK	FLT01	TCC		16	0.00	13506	0.00	16245	720101
TCDX013129	0	TK	FLT01	TCC		16	0.00	13509	0.00	16245	720101
TCDX013130	L	TK	FLT01			20	0.00	13507	0.00	16245	720101
TCDX013131	0	TK	FLT01	TCC		16	46.10	13502	0.00	19820	720101
TCDX013132	0	TK	FLT01	TCC		16	0.00	13506	0.00	16245	720101
TCDX013133	0	TK	FLT01	TCC		16	0.00	13507	0.00	16245	720101
TCDX013134	L	TK	FLT01			20	0.00	13502	0.00	16245	720101
TCDX013135	0	TK	FLT01	TCC		16	0.00	13494	0.00	16245	720101
TCDX013136	0	TK	FLT01	TCC		16	0.00	13509	0.00	16245	720101
TCDX013137	L	TK	FLT01			16	0.00	13502	0.00	16245	720101
TCDX013138	L	TK	FLT01			16	0.00	13498	0.00	16245	720101
TCDX013139	L	TK	FLT01			16	0.00	13510	0.00	16245	720101
TCDX013140	L	TK	FLT01			16	0.00	13511	0.00	16245	720101
TCDX013141	L	TK	FLT01			16	0.00	13509	0.00	16245	720101
TCDX013142	L	TK	FLT01			16	0.00	13507	0.00	16245	720101
TCDX013143	L	TK	FLT01			16	0.00	13533	0.00	16245	720101
TCDX013144	0	TK	FLT04	TCC	UC	16	0.00	13498	0.00	16245	720101
TCDX013145	L	TK	FLT01			16	0.00	13499	0.00	16245	720101
TCDX013146	L	TK	FLT01			16	0.00	13499	0.00	16245	720101
TCDX013147	L	TK	FLT01			16	0.00	13498	0.00	16245	720101
TCDX013148	L	TK	FLT01			16	0.00	13516	0.00	16245	720101
TCDX013150	L	TK	FLT01			16	0.00	13503	0.00	16245	720101
TCDX013151	L	TK	FLT01			16	0.00	13518	0.00	16245	720101
TCDX013153	L	TK	FLT04			16	0.00	13512	0.00	16245	720101
TCDX013154	L	TK	FLT01			16	0.00	13521	0.00	16245	720101

TCDX013155	L	TK	FLT01	16	0.00	13516	0.00	16245	720101	
TCDX013156	L	TK	FLT01	16	0.00	13508	0.00	16246	720101	
TCDX013157	L	TK	FLT01	16	0.00	13509	0.00	16246	720101	
TCDX013158	L	TK	FLT01	16	0.00	13507	0.00	16246	720101	
TCDX013159	L	TK	FLT01	16	0.00	13514	0.00	16246	720101	
TCDX013160	L	TK	FLT01	16	0.00	13503	0.00	16246	720101	
TCDX013161	L	TK	FLT01	16	0.00	13511	0.00	16246	720101	
TCDX013162	L	TK	FLT01	16	0.00	13509	0.00	16246	720101	
TCDX013163	L	TK	FLT01	16	0.00	13507	0.00	16246	720101	
TCDX013164	L	TK	FLT01	16	0.00	13506	0.00	16246	720101	
TCDX013165	L	TK	FLT01	16	0.00	13509	0.00	16246	720101	
TCDX013166	L	TK	FLT01	16	0.00	13506	0.00	16246	720101	
TCDX013167	L	TK	FLT01	16	0.00	13511	0.00	16246	720101	
TCDX013168	L	TK	FLT01	16	0.00	13510	0.00	16246	720101	
TCDX013169	L	TK	FLT01	16	0.00	13511	0.00	16246	720101	
TCDX013170	L	TK	FLT01	16	0.00	13511	0.00	16246	720101	
TCDX013171	L	TK	FLT01	16	0.00	13509	0.00	16246	720101	
TCDX013172	L	TK	FLT01	16	0.00	13512	0.00	16246	720101	
TCDX013173	L	TK	FLT01	16	0.00	13506	0.00	16246	720101	
TCDX013174	L	TK	FLT01	16	0.00	13509	0.00	16246	720101	
TCDX013175	L	TK	FLT01	16	0.00	13514	0.00	16246	720101	
TCDX013176	L	TK	FLT01	16	0.00	13516	0.00	16246	720101	
TCDX013177	L	TK	FLT01	16	0.00	13516	0.00	16246	720101	
TCDX013178	L	TK	FLT01	16	0.00	13503	0.00	16246	720101	
TCDX013179	L	TK	FLT01	16	0.00	13512	0.00	16246	720101	
TCDX013180	L	TK	FLT01	16	0.00	13510	0.00	16246	720101	
TCDX013181	L	TK	FLT01	16	0.00	13503	0.00	16245	720101	
TCDX013182	L	TK	FLT01	16	0.00	13506	0.00	16245	720101	
TCDX013183	L	TK	FLT01	16	0.00	13512	0.00	16245	720101	
TCDX013184	L	TK	FLT01	16	0.00	13509	0.00	16245	720101	
TCDX013185	L	TK	FLT01	16	0.00	13514	0.00	16245	720101	
TCDX013186	L	TK	FLT01	16	0.00	13512	0.00	16245	720101	
TCDX013187	L	TK	FLT01	16	0.00	13507	0.00	16245	720101	
TCDX013188	L	TK	FLT01	16	0.00	13517	0.00	16245	720101	
TCDX013189	L	TK	FLT01	16	0.00	13513	0.00	16245	720101	
TCDX013190	L	TK	FLT01	16	0.00	13516	0.00	16245	720101	
TCDX013191	L	TK	FLT01	16	0.00	13514	0.00	16245	720101	
TCDX013192	L	TK	FLT01	16	0.00	13512	0.00	16245	720101	
TCDX013193	L	TK	FLT01	16	0.00	13518	0.00	16245	720101	
TCDX013194	L	TK	FLT01	16	0.00	13514	0.00	16245	720101	
TCDX013195	L	TK	FLT01	16	0.00	13495	0.00	16245	720101	
TCDX013196	L	TK	FLT01	16	0.00	13508	0.00	16245	720101	
TCDX013197	L	TK	FLT01	16	0.00	13504	0.00	16245	720101	
TCDX013198	L	TK	FLT01	16	0.00	13506	0.00	16245	720101	
TCDX013199	L	TK	FLT01	16	0.00	13501	0.00	16245	720101	
TCDX013200	L	TK	FLT01	16	0.00	13618	0.00	17176	720101	
TCDX013201	L	TK	FLT01	16	0.00	13626	0.00	17176	720101	

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TCDX013202	L	TK	FLT01		16	0.00	13629	0.00	17176	720101
TCDX013203	L	TK	FLT05		10	0.00	13613	0.00	17176	720101
TCDX013204	L	TK	FLT01		16	0.00	13572	0.00	17176	720101
TCDX013205	L	TK	FLT01		16	0.00	13580	0.00	17176	720101
TCDX013206	L	TK	FLT01		16	0.00	13616	0.00	17176	720101
TCDX013207	L	TK	FLT01		16	0.00	13623	0.00	17176	720101
TCDX013208	L	TK	FLT01		16	0.00	13627	0.00	17176	720101
TCDX013209	L	TK	FLT01		16	0.00	13616	0.00	17176	720101
TCDX013230	L	TK	FLT04		16	0.00	13655	0.00	35375	780101
TCDX013231	L	TK	FLT04		16	0.00	13645	0.00	35375	780101
TCDX013232	L	TK	FLT04		16	0.00	13650	0.00	35375	780101
TCDX013233	L	TK	FLT04		16	0.00	13648	0.00	35375	780101
TCDX013234	L	TK	FLT04		16	0.00	13661	0.00	35375	780101
TCDX013235	L	TK	FLT04		16	0.00	13650	0.00	35375	780101
TCDX013236	L	TK	FLT04		16	0.00	13675	0.00	35375	780101
TCDX013237	L	TK	FLT04		16	0.00	13649	0.00	35375	780101
TCDX013238	L	TK	FLT04		16	0.00	13647	0.00	35375	780101
TCDX013239	L	TK	FLT04		16	0.00	13655	0.00	35375	780101
TCDX013240	L	TK	FLT04		16	0.00	13682	0.00	35375	780101
TCDX013241	L	TK	FLT04		16	0.00	13645	0.00	35375	780101
TCDX013242	L	TK	FLT04		16	0.00	13653	0.00	35375	780101
TCDX013243	L	TK	FLT04		16	0.00	13680	0.00	35375	780101
TCDX013244	L	TK	FLT04		16	0.00	13666	0.00	35375	780101
TCDX013245	L	TK	FLT04		20	0.00	13650	0.00	35375	780101
TCDX013246	L	TK	FLT04		20	0.00	13647	0.00	35375	780101
TCDX013247	0	TK	FLT01	TCC	20	0.00	13671	0.00	35375	780101
TCDX013248	0	TK	FLT01	TCC	16	0.00	13658	0.00	35375	780101
TCDX013249	L	TK	FLT04		20	0.00	13649	0.00	35375	780101
TCDX013250	0	TK	FLT01	TCC	20	0.00	13654	0.00	35375	780101
TCDX013251	L	TK	FLT04		20	0.00	13641	0.00	35375	780101
TCDX013252	L	TK	FLT04		20	0.00	13664	0.00	35375	780101
TCDX013253	0	TK	FLT01	TCC	20	0.00	13641	0.00	35375	780101
TCDX013254	L	TK	FLT04		20	0.00	13632	0.00	35375	780101
TCDX013255	L	TK	FLT04		20	0.00	13643	0.00	35375	780101
TCDX013256	L	TK	FLT04		20	0.00	13638	0.00	35375	780101
TCDX013257	0	TK	FLT01	TCC	20	0.00	13622	0.00	35375	780101
TCDX013258	L	TK	FLT04		20	0.00	13665	0.00	35375	780101
TCDX013259	L	TK	FLT04		20	0.00	13657	0.00	35375	780101
TCDX013260	L	TK	FLT04		20	0.00	13627	0.00	35375	780101
TCDX013261	L	TK	FLT04		20	0.00	13653	0.00	35375	780101
TCDX013262	L	TK	FLT04		20	0.00	13651	0.00	35375	780101
TCDX013263	L	TK	FLT04		20	0.00	13651	0.00	35375	780101
TCDX013264	L	TK	FLT04		20	0.00	13675	0.00	35375	780101
TCDX013265	L	TK	FLT04		20	0.00	13658	0.00	35375	780101
TCDX013266	L	TK	FLT04		20	0.00	13670	0.00	35375	780101
TCDX013267	L	TK	FLT04		20	0.00	13644	0.00	35375	780101
TCDX013268	L	TK	FLT04		20	0.00	13666	0.00	35375	780101
TCDX013269	L	TK	FLT04		20	0.00	13643	0.00	35375	780101
TCDX013270	L	TK	FLT04		20	0.00	13631	0.00	35375	780101
TCDX013271	L	TK	FLT04		20	0.00	13653	0.00	35375	780101
TCDX013272	L	TK	FLT04		20	0.00	13618	0.00	35375	780101

GATC

ACF/SCL

TCDX013273	0	TK	FLT01	TCC		20	0.00	13633	0.00	35375	730101
TCDX013274	L	TK	FLT04			20	0.00	13646	0.00	35375	730101
TCDX013290	L	TK	FLT01			16	0.00	13648	0.00	44220	810101
TCDX013291	L	TK	FLT01			16	0.00	13671	0.00	44220	810101
TCDX013292	L	TK	FLT01			16	0.00	13663	0.00	44220	810101
TCDX013293	0	TK	FLT01	TCC	BFG	16	0.00	13656	0.00	44220	810101
TCDX013294	L	TK	FLT01			16	0.00	13661	0.00	44220	810101
TCDX013295	L	TK	FLT01			16	0.00	13654	0.00	44220	810101
TCDX013296	L	TK	FLT01			16	0.00	13674	0.00	44220	810101
TCDX013297	L	TK	FLT01			16	0.00	13647	0.00	44220	810101
TCDX013298	L	TK	FLT01			16	0.00	13500	0.00	44220	810101
TCDX013299	L	TK	FLT01			16	0.00	13656	0.00	44220	810101
TCDX013300	L	TK	FLT01			16	0.00	13622	0.00	44220	810101

ACF/SCL

Trinity

BUILDER

GATC - General American Tank Car Company

UTCC - Union Tank Car Company

ACF/SCL - Shippers Car Line, Division of ACF

Trinity - Trinity Industries, Inc.

CAR TYPE

10 - NC&NI-RUBRL-JUM (Noncoiled, Noninsulated, Rubber Lined, Jumbo, Alum)
11 - NC&I-RUBRL-STD (Noncoiled, Insulated, Rubber Lined, Standard, Alum)
13 - C&I-L-STD (Coiled, Insulated, Lined, Standard)
14 - C&I-L-JUMBO (Coiled, Insulated, Lined, Jumbo)
15 - NC&NI-L-STD (Noncoiled, Noninsulated, Lined, Standard)
16 - NC&NI-L-JUMBO (Noncoiled, Noninsulated, Lined, Jumbo)
17 - C&I-NL-STD (Coiled, Insulated, Nonlined, Standard)
18 - C&I-NL-JUMBO (Coiled, Insulated, Nonlined, Jumbo)
19 - NC&NI-NL-STD (Noncoiled, Noninsulated, Nonlined, Standard)
20 - NC&NI-NL-JUMBO (Noncoiled, Noninsulated, Nonlined, Jumbo)
21 - NC&I&NL-STD(FG) (Noncoiled, Insulated-Fiber Glass, Nonlined, Standard)
31 - PRESSSURE-300#-STD (SO_2, 300-lb. pressure, Standard)
32 - PRESSURE-300#-JUM (SO_2, 300-lb. pressure, Jumbo)
33 - PRESSURE-500#JUM (SO_2, 500-lb. pressure, Jumbo)
37 - PRESSURE-500#STD (SO_2, 500-lb. pressure, Standard)
80 - SO_2 Rack Car

14266
RECORDATION NO. ..... Filed 1425

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INTERSTATE COMMERCE COMMISSION

ROLLING STOCK SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this 27 day of January, 1984, between TENNESSEE CHEMICAL COMPANY (hereinafter referred to as "Debtor") and CITICORP INDUSTRIAL CREDIT, INC. (hereinafter referred to as "Creditor"),

W I T N E S S E T H:

1. Security. To induce Creditor to enter into that certain Financing Agreement between Debtor and Creditor, of even date herewith (the "Financing Agreement"), and in consideration thereof and of any loans, advances or financial accommodations heretofore or hereafter granted by Creditor to or for the Debtor's account, whether pursuant to the Financing Agreement or otherwise, all of which will inure to Debtor's direct benefit, the Debtor hereby conveys, hypothecates, mortgages, assigns, pledges, sets over, delivers and grants to Creditor a security interest in the goods described in Exhibit A attached hereto, together with all after-acquired goods of the same nature, or replacements thereof, including assessories, attachments, accessions and equipment now or hereafter acquired or appertaining thereto (the "Collateral"), as security for the payment and performance when due of the Obligations (as that term is defined in the Financing Agreement).

TO HAVE AND TO HOLD the Collateral, together with all rights, title and interests, powers, privileges and preferences pertaining or incidental thereto, unto Creditor, for the benefit of the Creditor, its successors and assigns, forever, subject, however, to the terms, covenants and conditions hereinafter set forth.

2. Representations and Warranties. To induce Creditor to enter into the Financing Agreement, the Debtor hereby makes the following representations and warranties to Creditor, each of which shall survive the execution and delivery of this Agreement:

(a) The Debtor is a corporation duly organized and existing under the laws of the State of Delaware and is qualified to do business in every jurisdiction where the nature of its business requires it to be so qualified and where failure so to qualify might materially affect its business or assets, and has all requisite power and authority, corporate and otherwise, to conduct its business, to own its property, and to execute, deliver and perform all of its obligations under this Agreement and the Financing Agreement.

(b) The execution, delivery and performance of this Agreement and the creation of the liens and security interests provided for hereunder are within the Debtor's corporate power, have been duly authorized by all necessary or proper corporate action, including the consent of the Debtor's shareholders, if required, are not in contravention of any provision of law or of any agreement or indenture by which the Debtor is bound or of Debtor's certificate of incorporation or by-laws. The same do not require the consent or approval of any governmental body, agency, authority or other person which has not been obtained and a copy thereof furnished to Creditor; this Agreement constitutes the Debtor's valid and binding obligation, enforcible against the Debtor in accordance with its terms.

(c) The Debtor is the legal and equitable owner of, and has the authority to grant a security interest in, the Collateral and holds the same free and clear of all liens, charges, encumbrances and security interests, except for Permitted Encumbrances (as that term is defined in the Financing Agreement); and the Debtor has good right and legal authority to grant a security interest in, the Collateral in the manner hereby done and will defend its title thereto against the claims of all persons whomsoever.

3. Default. Each of the following shall constitute an Event of Default hereunder:

(a) if there shall occur any "Event of Default" under the Financing Agreement, as such term is defined therein;

(b) if any of the Collateral shall be attached or levied upon or seized in any legal proceedings, or held by virtue of any lien or distress;

(c) if the Debtor shall breach any representation, covenant, warranty or agreement set forth herein;

(d) if the Debtor makes any misrepresentation to Creditor in connection with this Agreement, the Financing Agreement, or any transaction relating thereto.

4. Termination. The Debtor acknowledges and agrees that this Agreement shall continue in full force and effect unless and until all Obligations have been fully paid and performed and the Financing Agreement has been terminated.

5. Recording.

The Debtor will cause this Agreement, and any assignments hereof and any amendments or supplements hereto or thereto, to be

filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303 of the Interstate Commerce Act. The Debtor will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, deposit and record any and all further instruments required by law or reasonably requested by the Creditor for the purposes specified in the immediately preceding sentence of this Section 5. The Debtor will promptly furnish to the Creditor certificates or other evidence satisfactory to the Creditor of any such filing, registering, depositing or recording. The Debtor will furnish to the Creditor, from time to time, upon the Creditor's request, an opinion of counsel for the Debtor to the effect that all necessary filings and recordings have been made to protect the interests of the Creditor in and to the Collateral.

6. Maintenance; Compliance With Laws and Rules.

(a) The Debtor will at all times maintain the Collateral or will use its best efforts to cause the Collateral to be maintained (other than obsolete Collateral) in good order and repair at its own expense. In the event that any unit of the Collateral shall be worn out, lost, stolen, destroyed, irreparably damaged or otherwise rendered permanently unfit for use from any cause whatsoever, or taken or requisitioned by a condemnation or otherwise (such occurrences being hereinafter called "Casualty Occurrences"), the Debtor shall promptly, after it has knowledge of such Casualty Occurrence, fully inform the Creditor in regard thereto.

(b) During the term of this Agreement, the Debtor will at all times comply in all respects with all laws of the jurisdictions in which its operations involving the Collateral may extend, with the interchange rules of the Association of American Railroads and with all lawful rules of the Department of Transport, Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Collateral, to the extent that such laws and rules affect the title, operation or use of the Collateral, and in the event that such rules or laws require any alteration, replacement or addition of any part on any unit of Collateral, the Debtor will conform therewith, at its own expense; provided, however, that the Debtor may in good faith contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Creditor, adversely affect the Collateral or the rights of the Creditor under this Agreement.

7. Remedies.

(a) Upon the occurrence of an Event of Default (as that term is defined in the Financing Agreement), the Creditor shall have all of the rights and remedies with respect to the Collateral specified in Section 22 of the Financing Agreement and may, in addition, take or cause to be taken by its agent or agents immediate possession of the Collateral or one or more of the units thereof, without liability to return to the Debtor any sums theretofore paid and free from all claims whatsoever, except as hereinafter in this Section expressly provided, and may remove the same from possession and use of the Debtor or any other person and for such purpose may enter upon the Debtor's premises or any other premises where the Collateral may be located and may use and employ in connection with such removal any supplies, services and aids and any available trackage and other facilities or means of the Debtor or otherwise; and

(b) In case the Creditor shall demand possession of the Collateral pursuant to this Agreement and shall reasonably designate a point or points upon the premises of the Debtor or elsewhere for the delivery of Collateral to the Creditor, the Debtor shall, at its own expense forthwith and in the usual manner (including, but not by way of limitation, giving prompt telegraphic and written notice to the Association of American Railroads and all railroads to which any part of the Collateral has been interchanged to return the Collateral so interchanged), cause (a) the Collateral to be moved to such point or points as shall be designated by the Creditor and shall there deliver the Collateral or cause it to be delivered to the Creditor and (b) the Collateral to be moved to such interchange point or points as shall be designated by the Creditor upon any sale, lease or other disposal of all or any part of the Collateral by the Creditor. At the option of the Creditor, the Creditor may keep the Collateral on any of the premises of the Debtor or elsewhere until the Creditor shall have leased, sold or otherwise disposed of the same, and for such purpose the Debtor agrees to furnish, without charge for rent or storage, the necessary facilities at any point or points selected by the Creditor, at the Debtor's risk, to permit inspection of the Collateral by the Creditor, the Creditor's representatives and prospective purchasers and users. The provisions of this Section 9(b) are an essential part of the agreement between the parties and, upon application to any court of equity having jurisdiction in the premises, the Creditor shall be entitled to a decree against the Debtor requiring specific performance hereof. The Debtor hereby expressly waives any and all claims against the Creditor and its agent or agents for damages of whatever nature in connection with any retaking of any unit of the Collateral in any manner.

8. Waivers; Amendments; Successors and Assigns.

(a) The Debtor waives presentment and protest of any instrument and notice thereof, notice of default and all other notices to which the Debtor might otherwise be entitled.

(b) Failure by the Creditor to exercise any right, remedy or option under this Agreement or in any other agreement between the parties hereto, or delay by Creditor in exercising the same, will not operate as a waiver.

(c) No waiver by Creditor will be effective unless it is in writing and then only to the extent specifically stated, and no waiver by Creditor on any occasion shall affect or diminish Creditor's rights thereafter to require strict performance by the Debtor of any provision of this Agreement.

(d) Creditor's rights and remedies under this Agreement will be cumulative and not exclusive of any other right or remedy which Creditor may have.

(e) Each party hereto waives all right to trial by a jury in any litigation relating to transactions under this Agreement.

(f) This Agreement cannot be changed or terminated orally.

(g) The Creditor shall have the right to assign this Agreement and to transfer, assign or sell participations in its interest hereunder from time to time but the Debtor shall not be permitted to assign this Agreement or any interest herein.

(h) All of the rights, privileges, remedies and options given to Creditor hereunder shall inure to the benefit of its successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of the Agreement shall inure to the benefit of and shall bind the representatives, successors and assigns of the Debtor.

9. General Provisions

(a) Section headings used herein are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Security Agreement.

(b) Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agree-

ment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(c) The Debtor covenants, warrants and represents to Creditor that all representations and warranties contained in this Agreement shall be true at the time of the Debtor's execution of this Agreement, shall survive the execution, delivery and acceptance thereof by the parties hereto and the closing of the transactions described herein or related hereto, and (except to the extent that they shall be untrue solely as a result of transactions permitted by the Financing Agreement or this Agreement or otherwise consented to by Creditor) shall be true from the time of the execution of this Agreement until the termination of this Agreement as provided in Section 4 hereof.

(d) No termination or cancellation (regardless of cause or procedure) of the Financing Agreement shall in any way affect or impair the powers, obligations, duties, rights and liabilities of the parties hereto in any way with respect to (i) any transaction or event occurring prior to such termination or cancellation, (ii) the Collateral, or (iii) any of the Debtor's undertakings, agreements, covenants, warranties and representations contained in this Agreement or the Financing Agreement, and all such undertakings, agreements, covenants, warranties and representations shall survive such termination or cancellation until all of the Debtor's Obligations to Creditor of every nature whatsoever shall have been fully paid and satisfied.

(e) Anything to the contrary in this Agreement notwithstanding, the parties agree that the provisions of Section 5(c) of the Financing Agreement ("Release of Security Interests") shall control to the extent applicable hereto.

(f) Creditor may, in its sole discretion, (i) exchange, enforce, waive or release any security or portion of the Collateral, (ii) apply such security or any proceeds of the Collateral and direct the order or manner of sale thereof as Creditor may, from time to time, determine, and (iii) settle, compromise, collect or otherwise liquidate any such security or Collateral for the Obligations in any manner following the occurrence of an Event of Default without affecting or impairing Creditor's right to take any other further action with respect to any security or Collateral for the Obligations or any part thereof.

(g) The Debtor recognizes that, in the event it fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy of law may prove to

be inadequate relief to Creditor; therefore, the Debtor agrees that Creditor, if it so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(h) This Agreement has been negotiated, executed and delivered in and is to be performed in the State of Georgia. The validity of this Agreement and of all transactions provided for herein shall be governed by, interpreted and construed under, and in accordance with, the internal laws (and not the law of conflicts) of the State of Georgia, provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. §11303 of the Interstate Commerce Act and such additional rights arising out of the filing, recording or deposit hereof, if any, and of any assignment hereof as shall be conferred by the laws of the several jurisdictions in which this Agreement or any assignment hereof shall be filed, recorded or deposited.

[CORPORATE SEAL]
Attest:
Asst James K. Martin
Secretary:

DEBTOR:

TENNESSEE CHEMICAL COMPANY.
Highway 68
Copperhill, Tennessee 37317

By: W. L. West
Title: Vice President

CREDITOR:

CITICORP INDUSTRIAL CREDIT, INC.
Suite 800
211 Perimeter Center Parkway
Atlanta, Georgia 30346

By: Richard W. Deer
Vice President

State of Georgia)
)
County of Dekalb)

On this 27th day of January, 1984, before me personally appeared W.L. Westman, to me personally known to be the Vice-President of Tennessee Chemical Company, who being by me duly sworn, acknowledged that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice-President

[SEAL]

Kimberey Oliver
Notary Public

Commission Expiration Date: Notary Public, Georgia, State at Large
My Commission Expires Feb. 23, 1985

State of Georgia)
)
County of Dekalb)

On this 27th day of January, 1984, before me personally appeared Richard M. Dew, to me personally known to be a Vice President of Citicorp Industrial Credit, Inc., who being by me duly sworn, acknowledged that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President.

[SEAL]

Kimberey Oliver
Notary Public

Commission Expiration Date: Notary Public, Georgia, State at Large
My Commission Expires Feb. 23, 1985

EXHIBIT A

Manufacturer	Serial No.	No. of Units	Description
Alco	75123	1	660 HP Diesel Electric locomotive #105
Alco	80465	1	1,000 HP Diesel Electric locomotive #106
Alco	82304	1	900 HP Diesel Electric locomotive #107
GMC	36175	1	1,500 HP Diesel Electric locomotive #108
GMC	74618-1	1	1,500 HP Diesel Electric locomotive #109
American Hoist	3580	1	Diesel electric railroad crane
American Hoist	3844	1	Diesel electric railroad crane
Canron Rail Group	1074186	1	Tie Tamper unit
Canron Rail Group	25714818	1	Tie inserter unit
Ford Motor Co.	60509	1	High rail crew truck
Difco, Inc.	n/a	1	100 ton side dump cars AAR designation CSC941-CSC967 (excluding 945 and 964)

Tank Cars

						Car Type		Gallon Capacity		Purch. Price	Purch. Date	Builder
TCDX011000	L	TK	FLT01			18	0.00	12079	0.00	18250	700101	GATC
TCDX011001	L	TK	FLT01			18	0.00	12035	0.00	18250	700101	
TCDX011002	L	TK	FLT01			18	0.00	12030	0.00	18250	700101	
TCDX011003	L	TK	FLT01			18	0.00	12033	0.00	18250	700101	
TCDX011004	0	TK	FLT09	TCC	ACF	18	44.70	12041	375.00	18250	700101	
TCDX011006	L	TK	FLT01			18	0.00	12053	0.00	18250	700101	
TCDX011007	L	TK	FLT01			18	0.00	12047	0.00	18250	700101	
TCDX011008	0	TK	FLT09	TCC	ACF	18	44.70	12061	375.00	18250	700101	
TCDX011009	0	TK	FLT01	TCC		18	44.70	12065	0.00	18250	700101	
TCDX011010	0	TK	FLT09	TCC	ACF	18	44.70	12057	375.00	18250	700101	
TCDX011011	L	TK	FLT01			18	0.00	12035	0.00	18250	700101	
TCDX011012	L	TK	FLT01	TCC		18	0.00	12040	0.00	18250	700101	
TCDX011013	L	TK	FLT01			18	0.00	12054	0.00	18250	700101	
TCDX011014	L	TK	FLT01			18	0.00	12043	0.00	18250	700101	
TCDX011015	L	TK	FLT01			18	0.00	12043	0.00	18250	700101	
TCDX011016	L	TK	FLT01			18	0.00	12048	0.00	18250	700101	
TCDX011017	L	TK	FLT01			18	0.00	12046	0.00	18250	700101	
TCDX011018	L	TK	FLT01			18	0.00	12078	0.00	18250	700101	
TCDX011019	L	TK	FLT01			18	0.00	12052	0.00	18250	700101	
TCDX011020	L	TK	FLT01			18	0.00	12069	0.00	18250	700101	
TCDX011021	L	TK	FLT01			18	0.00	12056	0.00	18250	700101	
TCDX011022	L	TK	FLT01			18	0.00	12067	0.00	18250	700101	
TCDX011023	L	TK	FLT01			18	0.00	12055	0.00	18250	700101	
TCDX011024	L	TK	FLT01			18	0.00	12066	0.00	18250	700101	
TCDX011025	L	TK	FLT01			18	0.00	12059	0.00	18250	700101	
TCDX011026	0	TK	FLT09	TCC	ACF	18	44.70	12062	375.00	18250	700101	
TCDX011027	L	TK	FLT01			18	0.00	12027	0.00	19340	700101	
TCDX011028	L	TK	FLT01			18	0.00	12307	0.00	19340	700101	
TCDX011029	L	TK	FLT01			18	0.00	12308	0.00	19340	700101	
TCDX011030	0	TK	FLT09	TCC	ACF	18	46.10	12307	0.00	19340	700101	
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TCDX011033	L	TK	FLT01			18	0.00	12309	0.00	19340	700101	
TCDX011034	L	TK	FLT01			18	0.00	12310	0.00	19339	700101	
TCDX011035	L	TK	FLT01			18	0.00	12301	0.00	19339	700101	
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TCDX011037	L	TK	FLT01			18	0.00	12312	0.00	19339	720101	
TCDX011038	L	TK	FLT01			18	0.00	12304	0.00	19339	720101	

TCDX011039	L	TK	FLT01	18	0.00	12309	0.00	19339	720101	
TCDX011040	L	TK	FLT01	18	0.00	12308	0.00	19339	720101	
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TCDX011043	L	TK	FLT01	18	0.00	12348	0.00	31412	770101	
TCDX011044	L	TK	FLT01	18	0.00	12351	0.00	31412	770101	
TCDX011045	L	TK	FLT01	18	0.00	12341	0.00	31412	770101	
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TCDX011047	L	TK	FLT01	18	0.00	12375	0.00	31412	770101	
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TCDX011050	L	TK	FLT01	18	0.00	12367	0.00	31412	770101	
TCDX011051	L	TK	FLT01	18	0.00	12381	0.00	31412	770101	
TCDX011052	L	TK	FLT01	18	0.00	12374	0.00	31412	770101	
TCDX011053	L	TK	FLT01	18	0.00	12393	0.00	31412	770101	
TCDX011054	L	TK	FLT01	18	0.00	12396	0.00	31412	770101	
TCDX011055	L	TK	FLT01	18	0.00	12387	0.00	31412	770101	
TCDX011056	L	TK	FLT01	18	0.00	12383	0.00	31412	770101	
TCDX011057	L	TK	FLT01	18	0.00	12378	0.00	31412	770101	
TCDX011058	L	TK	FLT01	18	0.00	12389	0.00	31412	770101	
TCDX011059	L	TK	FLT01	18	0.00	12378	0.00	31412	770101	
TCDX011060	L	TK	FLT01	18	0.00	12396	0.00	31412	770101	
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TCDX011062	L	TK	FLT01	18	0.00	12393	0.00	31412	770101	
TCDX011063	L	TK	FLT01	18	0.00	12373	0.00	31412	770101	
TCDX011064	L	TK	FLT01	18	0.00	12394	0.00	31412	770101	
TCDX011065	L	TK	FLT01	18	0.00	12365	0.00	31412	770101	
TCDX011066	0	TK	FLT01	18	0.00	12376	0.00	31412	770101	
TCDX011067	L	TK	FLT01	18	0.00	12368	0.00	31412	770101	
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TCDX011079	L	TK	FLT01	18	0.00	12393	0.00	31412	770101	
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TCDX011083	L	TK	FLT01	18	0.00	12381	0.00	31412	770101	
TCDX011084	L	TK	FLT01	18	0.00	12388	0.00	31412	770101	

GATC

UTCC

TCDX011085	L	TK	FLT01		18	0.00	12368	0.00	31412	770101	UTCC
TCDX011086	L	TK	FLT01		18	0.00	12371	0.00	31412	770101	
TCDX011087	L	TK	FLT01		18	0.00	12394	0.00	31412	770101	
TCDX011088	L	TK	FLT01		18	0.00	12396	0.00	31412	770101	
TCDX011089	L	TK	FLT01		18	0.00	12365	0.00	31412	770101	
TCDX011090	L	TK	FLT01		18	0.00	12371	0.00	31412	770101	
TCDX011091	L	TK	FLT01		18	0.00	12367	0.00	31412	770101	
TCDX011092	L	TK	FLT01		18	0.00	12394	0.00	31412	770101	
TCDX011093	L	TK	FLT01		18	0.00	12376	0.00	31412	770101	
TCDX011094	L	TK	FLT01		18	0.00	12380	0.00	31412	770101	
TCDX011095	L	TK	FLT01		18	0.00	12375	0.00	31412	770101	
TCDX011096	L	TK	FLT01		18	0.00	12381	0.00	31412	770101	
TCDX011097	L	TK	FLT01		18	0.00	12371	0.00	31412	770101	
TCDX011098	L	TK	FLT01		18	0.00	12381	0.00	31412	770101	
TCDX011099	L	TK	FLT01		18	0.00	12399	0.00	31412	770101	
TCDX011100	L	TK	FLT01		18	0.00	12383	0.00	31412	770101	
TCDX011101	L	TK	FLT01		18	0.00	12363	0.00	31412	770101	
TCDX011102	L	TK	FLT01		18	0.00	12396	0.00	31412	770101	
TCDX011103	L	TK	FLT01		18	0.00	12396	0.00	31412	770101	
TCDX011104	0	TK	FLT01	TCC	18	63.00	12370	0.00	31412	770101	
TCDX011105	L	TK	FLT01		18	0.00	12368	0.00	31412	770101	
TCDX011106	L	TK	FLT01		18	0.00	12398	0.00	31412	770101	
TCDX011107	L	TK	FLT01		18	0.00	12362	0.00	31412	770101	
TCDX011108	L	TK	FLT01		18	0.00	12345	0.00	31412	770101	
TCDX011109	L	TK	FLT01		18	0.00	12389	0.00	31412	770101	
TCDX011110	L	TK	FLT01		18	0.00	12390	0.00	31412	770101	
TCDX011111	L	TK	FLT01		18	0.00	12388	0.00	31412	770101	
TCDX011112	L	TK	FLT01		18	0.00	12384	0.00	31412	770101	
TCDX011113	L	TK	FLT01		18	0.00	12381	0.00	31412	770101	
TCDX011114	L	TK	FLT01		18	0.00	12365	0.00	31412	770101	
TCDX011115	L	TK	FLT01		18	0.00	12397	0.00	31412	770101	
TCDX011116	L	TK	FLT01		18	0.00	12362	0.00	31412	770101	
TCDX011117	L	TK	FLT01		18	0.00	12382	0.00	31412	770101	
TCDX011118	L	TK	FLT01		18	0.00	12382	0.00	31412	770101	
TCDX011119	L	TK	FLT01		18	0.00	12378	0.00	31412	770101	
TCDX011120	L	TK	FLT01		18	0.00	12376	0.00	31412	770101	
TCDX011121	L	TK	FLT01		18	0.00	12330	0.00	42720	790101	ACF/SCL
TCDX011122	L	TK	FLT01		18	0.00	12338	0.00	42720	790101	
TCDX011123	L	TK	FLT01		18	0.00	12358	0.00	42720	790101	
TCDX011124	L	TK	FLT01		18	0.00	12349	0.00	42720	790101	
TCDX011125	L	TK	FLT01		18	0.00	12350	0.00	42720	790101	
TCDX011126	L	TK	FLT01		18	0.00	12351	0.00	42720	790101	
TCDX011127	L	TK	FLT01		18	0.00	12349	0.00	42720	790101	
TCDX011128	L	TK	FLT01		18	0.00	12351	0.00	42720	790101	
TCDX011129	L	TK	FLT01		18	0.00	12339	0.00	42720	790101	
TCDX011130	L	TK	FLT01		18	0.00	12350	0.00	42720	790101	
TCDX011131	L	TK	FLT01		18	0.00	12346	0.00	42720	790101	
TCDX011132	L	TK	FLT01		18	0.00	12332	0.00	42720	790101	
TCDX011133	L	TK	FLT01		18	0.00	12334	0.00	42720	790101	
TCDX011134	L	TK	FLT01		18	0.00	12340	0.00	42720	790101	
TCDX011135	L	TK	FLT01		18	0.00	12347	0.00	42720	790101	

TCDX013000	0	TK	FLT07	TCC	SHRIE	20	40.40	13628	350.00	15200	700101	GATC
TCDX013001	0	TK	FLT10	TCC	UTILI	20	40.40	13623	435.00	15200	700101	
TCDX013002	0	TK	FLT10	TCC	UTLI	20	40.40	13610	435.00	15200	700101	
TCDX013003	0	TK	FLT10	TCC	UTLI	20	40.40	13628	435.00	15200	700101	
TCDX013004	0	TK	FLT10	TCC	UTLI	20	40.40	13603	435.00	15200	700101	
TCDX013005	0	TK	FLT10	TCC	UTLI	16	40.40	13636	435.00	15200	700101	
TCDX013006	0	TK	FLT10	TCC	UTLI	20	40.40	13622	435.00	15200	700101	
TCDX013007	0	TK	FLT10	TCC	UTILI	20	40.40	13608	435.00	15200	700101	
TCDX013008	0	TK	FLT10	TCC	UTLI	20	40.40	13601	435.00	15200	700101	
TCDX013009	0	TK	FLT10	TCC	UTLI	20	40.40	13624	435.00	15200	700101	
TCDX013010	0	TK	FLT10	TCC	UTILI	20	40.40	13614	435.00	15200	700101	
TCDX013011	0	TK	FLT07	TCC	SHRIE	20	40.40	13604	350.00	15200	700101	
TCDX013012	L	TK	FLT01			20	0.00	13621	0.00	15200	700101	
TCDX013013	0	TK	FLT07	TCC	SHRIE	20	40.40	13621	350.00	15200	700101	
TCDX013014	0	TK	FLT10	TCC	UTILI	20	40.40	13612	435.00	15200	700101	
TCDX013015	0	TK	FLT10	TCC	UTLI	20	40.40	13620	435.00	15200	700101	
TCDX013016	0	TK	FLT10	TCC	UTLI	16	44.70	13623	435.00	15200	700101	
TCDX013017	0	TK	FLT10	TCC	UTLI	20	40.40	13624	435.00	15200	700101	
TCDX013018	0	TK	FLT10	TCC	UTILI	20	40.40	13620	435.00	15200	700101	
TCDX013019	0	TK	FLT10	TCC	UTLI	20	40.40	13633	435.00	15200	700101	
TCDX013020	0	TK	FLT01	TCC		16	0.00	13623	0.00	15200	700101	
TCDX013021	0	TK	FLT07	TCC	SHRIE	20	40.40	13594	350.00	15200	700101	
TCDX013022	0	TK	FLT10	TCC	UTILI	20	40.40	13602	435.00	15200	700101	
TCDX013023	0	TK	FLT10	TCC	UTLI	20	40.40	13611	435.00	15200	700101	
TCDX013024	0	TK	FLT10	TCC	UTILI	20	40.40	13622	435.00	15200	700101	
TCDX013025	0	TK	FLT10	TCC	UTILI	20	40.40	13618	435.00	15200	700101	
TCDX013026	0	TK	FLT07	TCC	SHRIE	20	40.40	13622	350.00	15200	700101	
TCDX013027	L	TK	FLT01			20	0.00	13614	0.00	15200	700101	
TCDX013029	0	TK	FLT10	TCC	UTLI	20	40.40	13626	435.00	15200	700101	
TCDX013031	0	TK	FLT10	TCC	UTILI	20	40.40	13616	435.00	15200	700101	
TCDX013032	0	TK	FLT10	TCC	UTILI	20	40.40	13619	435.00	15200	700101	
TCDX013033	L	TK	FLT01			20	0.00	13616	0.00	15200	700101	
TCDX013034	L	TK	FLT01			20	0.00	13491	0.00	16225	720101	UTCC
TCDX013035	L	TK	FLT01			20	0.00	13508	0.00	16221	720101	
TCDX013036	0	TK	FLT10	TCC	UTLI	20	41.80	13493	435.00	16225	720101	
TCDX013037	L	TK	FLT01			20	0.00	13503	0.00	16225	720101	
TCDX013038	L	TK	FLT01			20	0.00	13509	0.00	16226	720101	
TCDX013039	L	TK	FLT01			20	0.00	13505	0.00	16226	720101	
TCDX013040	L	TK	FLT01			20	0.00	13501	0.00	16226	720101	
TCDX013041	L	TK	FLT01			20	0.00	13501	0.00	16221	720101	
TCDX013042	L	TK	FLT01			20	0.00	13501	0.00	16221	720101	
TCDX013043	L	TK	FLT01			20	0.00	13503	0.00	16221	720101	
TCDX013044	0	TK	FLT01	TCC		16	0.00	13498	0.00	16221	720101	
TCDX013045	L	TK	FLT01			20	0.00	13502	0.00	16221	720101	
TCDX013046	0	TK	FLT01	TCC		16	0.00	13505	0.00	16221	720101	
TCDX013047	0	TK	FLT01	TCC		16	0.00	13503	0.00	16220	720101	
TCDX013048	0	TK	FLT01	TCC		16	0.00	13515	0.00	16220	720101	
TCDX013049	0	TK	FLT01	TCC		16	0.00	13512	0.00	16220	720101	
TCDX013050	0	TK	FLT01	TCC		16	46.10	13504	0.00	19795	720101	
TCDX013051	L	TK	FLT01			20	0.00	13514	0.00	16220	720101	

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TCDX013052	L	TK	FLT01			20	0.00	13514	0.00	16220	720101
TCDX013054	0	TK	FLT07	TCC	SHRIE	20	41.80	13501	350.00	16220	720101
TCDX013055	0	TK	FLT01	TCC		20	0.00	13517	0.00	16220	720101
TCDX013056	L	TK	FLT01			20	0.00	13510	0.00	16220	720101
TCDX013057	L	TK	FLT01			20	0.00	13506	0.00	16220	720101
TCDX013058	L	TK	FLT01			20	0.00	13510	0.00	16220	720101
TCDX013059	L	TK	FLT01			20	0.00	13504	0.00	16220	720101
TCDX013060	L	TK	FLT01			20	0.00	13507	0.00	16220	720101
TCDX013061	0	TK	FLT01	TCC		16	0.00	13509	0.00	16220	720101
TCDX013062	L	TK	FLT01			20	0.00	13504	0.00	16220	720101
TCDX013063	L	TK	FLT01			20	0.00	13503	0.00	16220	720101
TCDX013064	L	TK	FLT01			20	0.00	13501	0.00	16220	720101
TCDX013065	L	TK	FLT01			20	0.00	13496	0.00	16241	720101
TCDX013066	0	TK	FLT01	TCC		16	0.00	13503	0.00	16241	720101
TCDX013067	0	TK	FLT01	TCC		16	46.10	13506	0.00	19816	720101
TCDX013068	L	TK	FLT01	TCC		20	0.00	13501	0.00	16241	720101
TCDX013069	0	TK	FLT01	TCC		16	0.00	13498	0.00	16241	720101
TCDX013070	L	TK	FLT01			20	0.00	13499	0.00	16240	720101
TCDX013071	0	TK	FLT01	TCC		16	0.00	13499	0.00	16240	720101
TCDX013072	L	TK	FLT01			20	0.00	13496	0.00	16240	720101
TCDX013073	L	TK	FLT01			20	0.00	13501	0.00	16240	720101
TCDX013074	L	TK	FLT01			20	0.00	13502	0.00	16246	720101
TCDX013075	L	TK	FLT01			20	0.00	13499	0.00	16240	720101
TCDX013076	0	TK	FLT10	TCC	UTLI	20	41.80	13502	435.00	16240	720101
TCDX013077	L	TK	FLT01			20	0.00	13494	0.00	16246	720101
TCDX013078	L	TK	FLT01			20	0.00	13497	0.00	16246	720101
TCDX013079	L	TK	FLT01			20	0.00	13498	0.00	16246	720101
TCDX013080	L	TK	FLT01			20	0.00	13491	0.00	16246	720101
TCDX013081	0	TK	FLT07	TCC	SHRIE	20	41.80	13492	350.00	16246	720101
TCDX013082	0	TK	FLT01	TCC		16	0.00	13501	0.00	16246	720101
TCDX013083	L	TK	FLT01			20	0.00	13504	0.00	16246	720101
TCDX013084	0	TK	FLT04	TCC	UC	16	0.00	13504	0.00	16246	720101
TCDX013085	L	TK	FLT01			20	0.00	13502	0.00	16246	720101
TCDX013086	L	TK	FLT01			20	0.00	13499	0.00	16246	720101
TCDX013087	L	TK	FLT01			20	0.00	13498	0.00	16246	720101
TCDX013088	L	TK	FLT01			20	0.00	13496	0.00	16246	720101
TCDX013089	0	TK	FLT01	TCC		16	0.00	13498	0.00	16246	720101
TCDX013090	0	TK	FLT01	TCC		16	0.00	13492	0.00	16246	720101
TCDX013091	L	TK	FLT01			20	0.00	13491	0.00	16246	720101
TCDX013092	0	TK	FLT01	TCC		16	0.00	13492	0.00	16246	720101
TCDX013094	L	TK	FLT01			20	0.00	13490	0.00	16246	720101
TCDX013095	0	TK	FLT07	TCC	SHRIE	20	41.80	13491	350.00	16246	720101
TCDX013096	L	TK	FLT01			20	0.00	13490	0.00	16246	720101
TCDX013097	L	TK	FLT01			20	0.00	13491	0.00	16246	720101
TCDX013098	L	TK	FLT01			20	0.00	13492	0.00	16246	720101
TCDX013099	L	TK	FLT01			20	0.00	13494	0.00	16246	720101
TCDX013100	L	TK	FLT01			20	0.00	13491	0.00	16246	720101
TCDX013101	L	TK	FLT01			20	0.00	13490	0.00	16246	720101
TCDX013102	0	TK	FLT01	TCC		16	0.00	13493	0.00	16246	720101
TCDX013104	0	TK	FLT01	TCC		16	0.00	13495	0.00	16246	720101
TCDX013105	L	TK	FLT01			20	0.00	13496	0.00	16246	720101

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TCDX013106	L	TK	FLT01			20	0.00	13491	0.00	16246	720101
TCDX013107	L	TK	FLT01			20	0.00	13490	0.00	16246	720101
TCDX013108	L	TK	FLT01			20	0.00	13490	0.00	16246	720101
TCDX013109	0	TK	FLT01	TCC		16	0.00	13490	0.00	16246	720101
TCDX013110	L	TK	FLT01			20	0.00	13506	0.00	16245	720101
TCDX013111	L	TK	FLT01			20	0.00	13493	0.00	16245	720101
TCDX013112	L	TK	FLT01			20	0.00	13501	0.00	16245	720101
TCDX013113	0	TK	FLT07	TCC	SHRIE	20	41.80	13498	350.00	16246	720101
TCDX013114	L	TK	FLT01			20	0.00	13496	0.00	16245	720101
TCDX013115	L	TK	FLT01			20	0.00	13490	0.00	16246	720101
TCDX013116	L	TK	FLT01			20	0.00	13493	0.00	16245	720101
TCDX013117	L	TK	FLT01			20	0.00	13492	0.00	16245	720101
TCDX013118	0	TK	FLT04	TCC		16	0.00	13494	0.00	16245	720101
TCDX013119	L	TK	FLT01			20	0.00	13497	0.00	16245	720101
TCDX013120	L	TK	FLT01			20	0.00	13496	0.00	16246	720101
TCDX013121	L	TK	FLT01			20	0.00	13506	0.00	16245	720101
TCDX013122	0	TK	FLT01	TCC		16	41.80	13504	0.00	16245	720101
TCDX013123	0	TK	FLT07	TCC	SHRIE	20	41.80	13506	350.00	16245	720101
TCDX013124	0	TK	FLT01	TCC		16	0.00	13507	0.00	16245	720101
TCDX013125	L	TK	FLT01			20	0.00	13499	0.00	16245	720101
TCDX013126	L	TK	FLT01			20	0.00	13503	0.00	16245	720101
TCDX013127	0	TK	FLT01	TCC		16	0.00	13507	0.00	16245	720101
TCDX013128	0	TK	FLT01	TCC		16	0.00	13506	0.00	16245	720101
TCDX013129	0	TK	FLT01	TCC		16	0.00	13509	0.00	16245	720101
TCDX013130	L	TK	FLT01			20	0.00	13507	0.00	16245	720101
TCDX013131	0	TK	FLT01	TCC		16	46.10	13502	0.00	19820	720101
TCDX013132	0	TK	FLT01	TCC		16	0.00	13506	0.00	16245	720101
TCDX013133	0	TK	FLT01	TCC		16	0.00	13507	0.00	16245	720101
TCDX013134	L	TK	FLT01			20	0.00	13502	0.00	16245	720101
TCDX013135	0	TK	FLT01	TCC		16	0.00	13494	0.00	16245	720101
TCDX013136	0	TK	FLT01	TCC		16	0.00	13509	0.00	16245	720101
TCDX013137	L	TK	FLT01			16	0.00	13502	0.00	16245	720101
TCDX013138	L	TK	FLT01			16	0.00	13498	0.00	16245	720101
TCDX013139	L	TK	FLT01			16	0.00	13510	0.00	16245	720101
TCDX013140	L	TK	FLT01			16	0.00	13511	0.00	16245	720101
TCDX013141	L	TK	FLT01			16	0.00	13509	0.00	16245	720101
TCDX013142	L	TK	FLT01			16	0.00	13507	0.00	16245	720101
TCDX013143	L	TK	FLT01			16	0.00	13533	0.00	16245	720101
TCDX013144	0	TK	FLT04	TCC	UC	16	0.00	13498	0.00	16245	720101
TCDX013145	L	TK	FLT01			16	0.00	13499	0.00	16245	720101
TCDX013146	L	TK	FLT01			16	0.00	13499	0.00	16245	720101
TCDX013147	L	TK	FLT01			16	0.00	13498	0.00	16245	720101
TCDX013148	L	TK	FLT01			16	0.00	13516	0.00	16245	720101
TCDX013150	L	TK	FLT01			16	0.00	13503	0.00	16245	720101
TCDX013151	L	TK	FLT01			16	0.00	13518	0.00	16245	720101
TCDX013153	L	TK	FLT04			16	0.00	13512	0.00	16245	720101
TCDX013154	L	TK	FLT01			16	0.00	13521	0.00	16245	720101

TCDX013155	L	TK	FLT01	16	0.00	13516	0.00	16245	720101	
TCDX013156	L	TK	FLT01	16	0.00	13508	0.00	16246	720101	
TCDX013157	L	TK	FLT01	16	0.00	13509	0.00	16246	720101	
TCDX013158	L	TK	FLT01	16	0.00	13507	0.00	16246	720101	
TCDX013159	L	TK	FLT01	16	0.00	13514	0.00	16246	720101	
TCDX013160	L	TK	FLT01	16	0.00	13503	0.00	16246	720101	
TCDX013161	L	TK	FLT01	16	0.00	13511	0.00	16246	720101	
TCDX013162	L	TK	FLT01	16	0.00	13509	0.00	16246	720101	
TCDX013163	L	TK	FLT01	16	0.00	13507	0.00	16246	720101	
TCDX013164	L	TK	FLT01	16	0.00	13506	0.00	16246	720101	
TCDX013165	L	TK	FLT01	16	0.00	13509	0.00	16246	720101	
TCDX013166	L	TK	FLT01	16	0.00	13506	0.00	16246	720101	
TCDX013167	L	TK	FLT01	16	0.00	13511	0.00	16246	720101	
TCDX013168	L	TK	FLT01	16	0.00	13510	0.00	16246	720101	
TCDX013169	L	TK	FLT01	16	0.00	13511	0.00	16246	720101	
TCDX013170	L	TK	FLT01	16	0.00	13511	0.00	16246	720101	
TCDX013171	L	TK	FLT01	16	0.00	13509	0.00	16246	720101	
TCDX013172	L	TK	FLT01	16	0.00	13512	0.00	16246	720101	
TCDX013173	L	TK	FLT01	16	0.00	13506	0.00	16246	720101	
TCDX013174	L	TK	FLT01	16	0.00	13509	0.00	16246	720101	
TCDX013175	L	TK	FLT01	16	0.00	13514	0.00	16246	720101	
TCDX013176	L	TK	FLT01	16	0.00	13516	0.00	16246	720101	
TCDX013177	L	TK	FLT01	16	0.00	13516	0.00	16246	720101	
TCDX013178	L	TK	FLT01	16	0.00	13503	0.00	16246	720101	
TCDX013179	L	TK	FLT01	16	0.00	13512	0.00	16246	720101	
TCDX013180	L	TK	FLT01	16	0.00	13510	0.00	16246	720101	
TCDX013181	L	TK	FLT01	16	0.00	13503	0.00	16245	720101	
TCDX013182	L	TK	FLT01	16	0.00	13506	0.00	16245	720101	
TCDX013183	L	TK	FLT01	16	0.00	13512	0.00	16245	720101	
TCDX013184	L	TK	FLT01	16	0.00	13509	0.00	16245	720101	
TCDX013185	L	TK	FLT01	16	0.00	13514	0.00	16245	720101	
TCDX013186	L	TK	FLT01	16	0.00	13512	0.00	16245	720101	
TCDX013187	L	TK	FLT01	16	0.00	13507	0.00	16245	720101	
TCDX013188	L	TK	FLT01	16	0.00	13517	0.00	16245	720101	
TCDX013189	L	TK	FLT01	16	0.00	13513	0.00	16245	720101	
TCDX013190	L	TK	FLT01	16	0.00	13516	0.00	16245	720101	
TCDX013191	L	TK	FLT01	16	0.00	13514	0.00	16245	720101	
TCDX013192	L	TK	FLT01	16	0.00	13512	0.00	16245	720101	
TCDX013193	L	TK	FLT01	16	0.00	13518	0.00	16245	720101	
TCDX013194	L	TK	FLT01	16	0.00	13514	0.00	16245	720101	
TCDX013195	L	TK	FLT01	16	0.00	13495	0.00	16245	720101	
TCDX013196	L	TK	FLT01	16	0.00	13508	0.00	16245	720101	
TCDX013197	L	TK	FLT01	16	0.00	13504	0.00	16245	720101	
TCDX013198	L	TK	FLT01	16	0.00	13506	0.00	16245	720101	
TCDX013199	L	TK	FLT01	16	0.00	13501	0.00	16245	720101	
TCDX013200	L	TK	FLT01	16	0.00	13618	0.00	17176	720101	
TCDX013201	L	TK	FLT01	16	0.00	13626	0.00	17176	720101	

UTCC

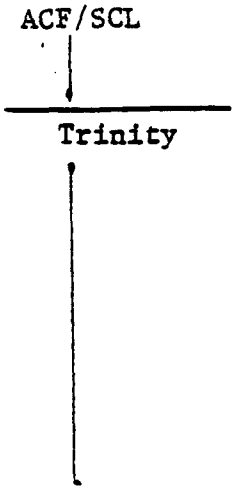
GATC

TCDX013202	L	TK	FLT01		16	0.00	13629	0.00	17176	720101
TCDX013203	L	TK	FLT05		10	0.00	13613	0.00	17176	720101
TCDX013204	L	TK	FLT01		16	0.00	13572	0.00	17176	720101
TCDX013205	L	TK	FLT01		16	0.00	13580	0.00	17176	720101
TCDX013206	L	TK	FLT01		16	0.00	13616	0.00	17176	720101
TCDX013207	L	TK	FLT01		16	0.00	13623	0.00	17176	720101
TCDX013208	L	TK	FLT01		16	0.00	13627	0.00	17176	720101
TCDX013209	L	TK	FLT01		16	0.00	13616	0.00	17176	720101
TCDX013230	L	TK	FLT04		16	0.00	13655	0.00	35375	780101
TCDX013231	L	TK	FLT04		16	0.00	13645	0.00	35375	780101
TCDX013232	L	TK	FLT04		16	0.00	13650	0.00	35375	780101
TCDX013233	L	TK	FLT04		16	0.00	13648	0.00	35375	780101
TCDX013234	L	TK	FLT04		16	0.00	13661	0.00	35375	780101
TCDX013235	L	TK	FLT04		16	0.00	13650	0.00	35375	780101
TCDX013236	L	TK	FLT04		16	0.00	13675	0.00	35375	780101
TCDX013237	L	TK	FLT04		16	0.00	13649	0.00	35375	780101
TCDX013238	L	TK	FLT04		16	0.00	13647	0.00	35375	780101
TCDX013239	L	TK	FLT04		16	0.00	13655	0.00	35375	780101
TCDX013240	L	TK	FLT04		16	0.00	13682	0.00	35375	780101
TCDX013241	L	TK	FLT04		16	0.00	13645	0.00	35375	780101
TCDX013242	L	TK	FLT04		16	0.00	13653	0.00	35375	780101
TCDX013243	L	TK	FLT04		16	0.00	13680	0.00	35375	780101
TCDX013244	L	TK	FLT04		16	0.00	13666	0.00	35375	780101
TCDX013245	L	TK	FLT04		20	0.00	13650	0.00	35375	780101
TCDX013246	L	TK	FLT04		20	0.00	13647	0.00	35375	780101
TCDX013247	0	TK	FLT01	TCC	20	0.00	13671	0.00	35375	780101
TCDX013248	0	TK	FLT01	TCC	16	0.00	13653	0.00	35375	780101
TCDX013249	L	TK	FLT04		20	0.00	13649	0.00	35375	780101
TCDX013250	0	TK	FLT01	TCC	20	0.00	13654	0.00	35375	780101
TCDX013251	L	TK	FLT04		20	0.00	13641	0.00	35375	780101
TCDX013252	L	TK	FLT04		20	0.00	13664	0.00	35375	780101
TCDX013253	0	TK	FLT01	TCC	20	0.00	13641	0.00	35375	780101
TCDX013254	L	TK	FLT04		20	0.00	13632	0.00	35375	780101
TCDX013255	L	TK	FLT04		20	0.00	13643	0.00	35375	780101
TCDX013256	L	TK	FLT04		20	0.00	13638	0.00	35375	780101
TCDX013257	0	TK	FLT01	TCC	20	0.00	13622	0.00	35375	780101
TCDX013258	L	TK	FLT04		20	0.00	13665	0.00	35375	780101
TCDX013259	L	TK	FLT04		20	0.00	13657	0.00	35375	780101
TCDX013260	L	TK	FLT04		20	0.00	13627	0.00	35375	780101
TCDX013261	L	TK	FLT04		20	0.00	13653	0.00	35375	780101
TCDX013262	L	TK	FLT04		20	0.00	13651	0.00	35375	780101
TCDX013263	L	TK	FLT04		20	0.00	13651	0.00	35375	780101
TCDX013264	L	TK	FLT04		20	0.00	13675	0.00	35375	780101
TCDX013265	L	TK	FLT04		20	0.00	13658	0.00	35375	780101
TCDX013266	L	TK	FLT04		20	0.00	13670	0.00	35375	780101
TCDX013267	L	TK	FLT04		20	0.00	13644	0.00	35375	780101
TCDX013268	L	TK	FLT04		20	0.00	13666	0.00	35375	780101
TCDX013269	L	TK	FLT04		20	0.00	13643	0.00	35375	780101
TCDX013270	L	TK	FLT04		20	0.00	13631	0.00	35375	780101
TCDX013271	L	TK	FLT04		20	0.00	13653	0.00	35375	780101
TCDX013272	L	TK	FLT04		20	0.00	13618	0.00	35375	780101

GATC

ACF/SCL

TCDX013273	0	TK	FLT01	TCC		20	0.00	13633	0.00	35375	780101
TCDX013274	L	TK	FLT04			20	0.00	13646	0.00	35375	780101
TCDX013290	L	TK	FLT01			16	0.00	13648	0.00	44220	810101
TCDX013291	L	TK	FLT01			16	0.00	13671	0.00	44220	810101
TCDX013292	L	TK	FLT01			16	0.00	13663	0.00	44220	810101
TCDX013293	0	TK	FLT01	TCC	BFG	16	0.00	13656	0.00	44220	810101
TCDX013294	L	TK	FLT01			16	0.00	13661	0.00	44220	810101
TCDX013295	L	TK	FLT01			16	0.00	13654	0.00	44220	810101
TCDX013296	L	TK	FLT01			16	0.00	13674	0.00	44220	810101
TCDX013297	L	TK	FLT01			16	0.00	13647	0.00	44220	810101
TCDX013298	L	TK	FLT01			16	0.00	13500	0.00	44220	810101
TCDX013299	L	TK	FLT01			16	0.00	13656	0.00	44220	810101
TCDX013300	L	TK	FLT01			16	0.00	13622	0.00	44220	810101



BUILDER

GATC - General American Tank Car Company

UTCC - Union Tank Car Company

ACF/SCL - Shippers Car Line, Division of ACF

Trinity - Trinity Industries, Inc.

CAR TYPE

10 - NC&NI-RUBRL-JUM (Noncoiled, Noninsulated, Rubber Lined, Jumbo, Alum)
11 - NC&I-RUBRL-STD (Noncoiled, Insulated, Rubber Lined, Standard, Alum)
13 - C&I-L-STD (Coiled, Insulated, Lined, Standard)
14 - C&I-L-JUMBO (Coiled, Insulated, Lined, Jumbo)
15 - NC&NI-L-STD (Noncoiled, Noninsulated, Lined, Standard)
16 - NC&NI-L-JUMBO (Noncoiled, Noninsulated, Lined, Jumbo)
17 - C&I-NL-STD (Coiled, Insulated, Nonlined, Standard)
18 - C&I-NL-JUMBO (Coiled, Insulated, Nonlined, Jumbo)
19 - NC&NI-NL-STD (Noncoiled, Noninsulated, Nonlined, Standard)
20 - NC&NI-NL-JUMBO (Noncoiled, Noninsulated, Nonlined, Jumbo)
21 - NC&I&NL-STD(FG) (Noncoiled, Insulated-Fiber Glass, Nonlined, Standard)
31 - PRESSSURE-300#-STD (SO_2, 300-lb. pressure, Standard)
32 - PRESSURE-300#-JUM (SO_2, 300-lb. pressure, Jumbo)
33 - PRESSURE-500#JUM (SO_2, 500-lb. pressure, Jumbo)
37 - PRESSURE-500#STD (SO_2, 500-lb. pressure, Standard)
80 - SO_2 Rack Car