



Corporate Headquarters
 P.O. Box 1219R
 Morristown, New Jersey 07960
 (201) 455-5107

Nicholas A. Cameron
 Treasurer

0-274A151

SEP 30 1980

Date.....
 Fee \$..... 100-CASH

ICC Washington, D. C.

RECORDATION NO. 12254 Filed 1425

9/30 1980 -A 20 PM

INTERSTATE COMMERCE COMMISSION

FEE OPERATIONS DIV.

SEP 30 4 19 PM '80

September 30, 1980

Secretary of Interstate
 Commerce Commission
 Washington, D. C. 20423

RECORDATION NO. 12254 A Filed 1425

9/30 1980 -A 20 PM

INTERSTATE COMMERCE COMMISSION

Dear Sir:

The following are documents for recordation pursuant to 49 U.S.C. §11303:

- (1) Lease of Railroad Equipment dated as of September 30, 1980 between the Allied Chemical Corporation as Lessee, and First Security Bank of Utah as Lessor; and
- (2) Loan and Security Agreement as of September 30, 1980 between Morgan Interfunding Corporation and First Security Bank of Utah.

With respect to each of the above documents, we are enclosing two executed counterparts for recordation in the files of the Commission and three executed counterparts to be returned with the recorded date hereon.

The address of the parties to the documents described above are as follows:

Allied Chemical Corporation
 P.O. Box 1219R
 Morristown, New Jersey 07960
 Attention: Treasurer

J.P. Morgan Interfunding Corporation
 522 Fifth Avenue
 New York, New York 10036

First Security Bank of Utah
 c/o First Security Leasing
 79 South Main Street
 Salt Lake City, Utah 84111
 Attention: President

C. Owen Lytle
Brian P. McAndrew

Secretary of Interstate
Commerce Commission

-2-

September 30, 1980

A description of the railroad cars leased under the above Lease of Railroad Equipment is attached as Exhibit A to this letter. Also enclosed is our check in the amount of \$ in payment of your recordation fee.

Thank you for your assistance.

Very truly yours,



Nicholas A. Cameron
Treasurer

Enclosures

RECORDATION NO. 12254 ^A FISC 1425

9/30 1980 -4 20 PM

INTERSTATE COMMERCE COMMISSION

LOAN AND SECURITY AGREEMENT

Dated as of September 30, 1980

between

FIRST SECURITY BANK OF UTAH, N. A.

and

J. P. MORGAN INTERFUNDING CORP.

LOAN AND SECURITY AGREEMENT, dated as of September 30, 1980, between FIRST SECURITY BANK OF UTAH, N. A. (hereinafter called "Borrower"), and J. P. MORGAN INTERFUNDING CORP. (hereinafter called "Lender").

1. Definitions. Terms used in this Agreement which are defined in the Lease of Railroad Equipment, dated as of the date hereof (the "Lease"), between Borrower and Allied Chemical Corporation (hereinafter called "Lessee") shall have the meanings therein specified, unless otherwise defined herein.

2. Commitment and Amount of Loans. Subject to the terms and conditions of this Agreement, Lender agrees to lend to Borrower, from time to time until October 1, 1980, and Borrower agrees to borrow from Lender, at such times, principal amounts which shall equal 68.392291% of the Purchase Price of the Unit or Units leased by Borrower under the Lease at such times. Such lendings are hereinafter referred to as "Unit Loans".

3. Conditions to Lending. The obligation of Lender to make a Unit Loan is subject to the performance by Borrower of all of its obligations under this Agreement required to be performed on or prior to the date of such Unit Loan (the "Unit Loan Date") and receipt by Lender of the following on or prior to such Unit Loan Date:

(a) a promissory note, substantially in the form annexed hereto as Exhibit A (a "Note"), in the principal amount of the Unit Loan, dated such Unit Loan Date and payable to Lender;

(b) copies of the documents listed in Section 1(b) of the Lease;

(c) certificates or other evidence satisfactory to Lender of the filing of this Agreement with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303;

(d) an opinion of Borrower's counsel, in form and substance satisfactory to Lender, to the effect that (i) Borrower is a national banking association duly organized, validly existing and in good standing under the laws of the United States, with adequate power to enter into and perform this Agreement and the Lease; (ii) this Agreement has been duly authorized and, when duly executed and delivered by Borrower, shall constitute a legal, valid and binding agreement of Borrower enforceable in accordance with its terms; (iii) the Notes have been duly authorized and, when duly executed and delivered by Borrower against payment therefor by Lender, shall be legal, valid and binding obligations of Borrower enforceable in accordance with their terms; (iv) the Lease has been duly authorized, executed and delivered by Borrower and constitutes a legal, valid and binding agreement of Borrower enforceable in accordance with its terms; and (v) neither the execution, delivery of this Agreement, the Note(s) or the Lease nor the performance of the

terms of any of the same shall contravene any law, regulation, judgment, order or permit affecting Borrower or result in any breach of, or constitute an event of default under, any contract or agreement, corporate charter, by-law or other instrument to which Borrower a party or by which Borrower or its properties may be bound or affected and of which, after diligent inquiry, such counsel is aware;

(e) a certificate of an officer of Borrower confirming the continued accuracy as of such date of the representations and warranties of Borrower set forth in Section 4;

(f) an executed counterpart of the Lease;

(g) an opinion of Lender's counsel, in form and substance satisfactory to Lender, to the effect that (i) this Agreement has been duly authorized by Borrower, and assuming due execution and delivery by Borrower and due authorization, execution and delivery by Lender, constitutes a legal, valid and binding agreement of the parties, enforceable in accordance with its terms; (ii) the Notes have been duly authorized and, when duly executed and delivered by Borrower against payment therefor by Lender, shall be legal, valid and binding obligations of Borrower; (iii) the Lease has been duly authorized, executed and delivered by Borrower and Lessee and constitutes a legal, valid and binding agreement of such parties enforceable in accordance with its terms; and (iv) under the circumstances contemplated by this Agreement, registration of the Note is not required under the Securities Act of 1933, as amended, by reason of the exemption set forth in Section 4(2) thereof. To the extent it concerns matters referred to in clauses (i), (ii) and (iii) above, such opinion may state that it is based on the opinion of Borrower's counsel; and

(h) evidence that Lessee has acknowledged and consented to the assignment of the Lease pursuant to Section 11 thereof;

Each opinion of counsel delivered pursuant to this Section 3 may be subject to appropriate qualifications as to applicable bankruptcy and other similar laws affecting creditors' rights generally and as to the enforceability of equitable remedies. Such counsel may rely as to (i) matters relating to the laws of jurisdictions in which such counsel is not admitted to practice upon opinions of qualified local counsel acceptable to counsel for the party to which such relying counsel's opinion is addressed and (ii) factual matters upon which it has received a certificate or certificates of an officer of its client.

4. Representations, Warranties and Covenants of Borrower. Borrower hereby represents, warrants and covenants that:

(a) it is a national banking association duly organized, validly existing and in good standing under the laws of the United States, with adequate corporate power to enter into and perform this Agreement and the Lease;

(b) this Agreement has been duly authorized and, when duly executed and delivered by Borrower, shall constitute a legal, valid and binding agreement of Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy and similar laws affecting creditors' rights generally and the inherently discretionary nature of equitable remedies;

(c) the Lease has been duly authorized, executed and delivered by Borrower and constitutes a legal, valid and binding agreement of Borrower, enforceable against Borrower, subject to applicable bankruptcy and other similar laws affecting lessors' rights generally and the inherently discretionary nature of equitable remedies;

(d) neither the execution and delivery of this Agreement, the Notes or the Lease by Borrower nor Borrower's performance of the terms of any of the same shall contravene any law, regulation, judgment, order or permit affecting Borrower or result in any breach of, or constitute an event of default under, any contract or agreement, corporate charter, by-law or other instrument to which Borrower is a party or by which Borrower or its properties may be bound or affected;

(e) the proceeds of each Unit Loan shall be applied toward payment of the Purchase Price of the Unit or Units to be leased by Borrower pursuant to the Lease on or about the date of such Unit Loan;

(f) assuming the validity of (i) the warranty of title contained in the bill(s) of sale from the Builder to Borrower with respect to the Units, and (ii) the warranty of no claims, liens, security interests or other encumbrances contained in the certificate delivered pursuant to Section 1(b)(ii) of the Lease by the Outfitter to Borrower with respect to the Units, Borrower owns the Units free and clear of any claim, lien, security interest or other encumbrance, and the interest of Borrower in the Collateral is, and shall continue to be held, free and clear of any security interest, lien, claim or encumbrance which may arise from any act or omission of, or claim against, Borrower, or any person claiming by, through or under Borrower, other than from any act or omission regarding matters to be performed or discharged by Lessee pursuant to the Lease, and except for the rights of Lender hereunder and the rights of Lessee under the Lease;

(g) it shall cause this Agreement, the Lease and any amendments or supplements hereto or thereto to be filed in accordance with 49 U.S.C. §11303 and shall from time to time do and perform any other act and shall execute, acknowledge, deliver, file, register, deposit and record any and all further instruments required by law or reasonably requested by Lender for the purpose of proper protection, to the satisfaction of counsel for Lender, of its interest in the Units and its rights under this Agreement or for the purpose of carrying out the intention

of this Agreement.

(h) it shall cause the Units to be marked and kept marked as provided in Section 4 of the Lease.

(i) it shall fulfill, at its own cost and expense, all of its obligations under the Lease;

(j) it shall not assign this Agreement or the Lease or any of its rights hereunder or thereunder without the prior written consent of Lender;

(k) it shall not, except with the prior written consent of Lender (which shall not be unreasonably withheld), agree to any amendment to, or any waiver, discharge or termination of, any material term or provision of the Lease or give any consent thereunder;

(l) it shall give Lender prompt notice of any Event of Default under the Lease or any event which but for notice or lapse of time or both would become such and of which it has actual knowledge; and

(m) upon default by Lessee under the Lease (other than default in the making of any payment under Section 18(d) of the Lease, as to which Borrower may, without the consent of Lender, declare that an Event of Default exists under the Lease and exercise the remedies provided for in the Lease to enforce performance by Lessee of any covenant of Lessee to make any such payment), shall not take any action with respect to its rights as lessor thereunder which might adversely affect the rights of Lender except with the consent of Lender, it shall upon Lender's request enforce all of its rights as lessor thereunder or such other lawful rights as Lender shall request, if Lender itself may not then legally enforce such rights, provided that Lender shall reimburse Borrower for any costs, expenses and reasonable attorney's fees not paid by Lessee arising out of any action taken by Borrower solely at Lender's request.

5. Representations, Warranties and Covenants of Lender.
Lender hereby represents, warrants and covenants that:

(a) it is acquiring the Notes for its own account for investment and not with a view to, or for sale in connection with, any distribution thereof, but subject, nevertheless, to the understanding that the disposition of the Notes shall at all times be within its sole discretion and control; and it understands that the Notes have not been and will not be registered under the Securities Act of 1933, as amended, and shall bear the legend set forth in Exhibit A hereto;

(b) any transfer or assignment of the Notes, this Agreement or any interest herein or therein by Lender shall be on

the express condition that the transferee or assignee shall be bound by the terms of this Agreement, and Lender shall notify Borrower of the name and address of each such transferee or assignee; and

(c) Lender is not acquiring the Notes with the assets of any employee benefit plan (or related trust), as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA") or with the assets of any plan (or related trust), as defined in Section 4975(e) (1) of the Internal Revenue Code of 1954, as amended (the "Code").

6. Repayment. The principal amount of each Note shall be repaid by Borrower in such number of installments on such dates ("Payment Dates") as are specified in such Note. The unpaid balance of each Note shall bear interest from its date at the rate set forth therein, payable on each Payment Date. All interest under this Agreement shall be determined on the basis of 360-day years of twelve 30-day months. Borrower will pay Lender interest, computed at a rate per annum equal to 1% over the rate of interest set forth in the applicable Note, on all installments of principal and, to the extent legally enforceable, interest, remaining unpaid after the same shall have become due and payable. All payments shall be made in lawful money of the United States of America.

In the event of a Casualty Occurrence or Termination, the unpaid principal of the Unit Loan relating to the affected Unit, to the extent attributable to the affected Unit, together with accrued interest thereon, shall become due and payable without premium three business days after the date when Lessee makes payment to Borrower with respect to such event pursuant to Section 6 of the Lease, but in no event later than a Payment Date which occurs not more than 180 days after the date of such event. Thereupon the related Note shall be amended or a new Note shall be issued therefor to reflect the aforementioned prepayment.

Borrower agrees to irrevocably instruct Lessee to make all payments to be made by Lessee under the Lease (other than payments under Section 18(d) of the Lease, which shall be made to Borrower) directly to Lender until Lessee is advised to the contrary, in writing by Lender. Lender agrees to so advise Lessee promptly upon Borrower's discharging of its obligations hereunder and under the Notes. Lender further agrees to promptly remit to Borrower the excess of any such payment over the amount or amounts then due hereunder or under the Notes, provided that an event of default hereunder shall not have occurred and be continuing.

7. Security. To secure the obligations of Borrower hereunder and under the Notes, Borrower hereby grants to Lender a security interest in the following property (the "Collateral"):

(a) all of Borrower's right, title and interest in and to the Units, whether now owned or hereafter acquired, together

with all income therefrom and all proceeds thereof; and

(b) all of Borrower's right, title, interest, powers, privileges, and other benefits as lessor under the Lease, including, without limitation, the immediate right to receive and collect all rents, profits and other sums payable to or receivable by Borrower from Lessee pursuant to the provisions of the Lease, other than payments under Section 18(d) of the Lease, and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default under the Lease, and to do any and all other things whatsoever which Borrower is or may become entitled to do under the Lease.

So long as no Event of Default under the Lease has occurred and is continuing, the security interest created hereunder in the Collateral is subject to the prior right and interest of Lessee under the Lease.

The security interest created hereunder will terminate with respect to a Unit when the obligations of Borrower under the Note pertaining to such Unit are discharged and there exists no event of default hereunder or Event of Default under the Lease. Lender will then execute such releases and other documents as may be necessary or appropriate to make the termination of such security interest clear on the public record.

Borrower hereby appoints Lender its true and lawful attorney, with full power of substitution, to enforce Borrower's rights as lessor under the Lease (other than payments under Section 18(d) of the Lease) and to take any action which Lender may deem necessary or appropriate to protect and preserve or realize upon its security interest in the Collateral. Nothing in this paragraph shall prohibit Borrower from exercising any right conferred on it by the Lease, and the exercise by Lender of its power of attorney hereunder shall be undertaken only upon its giving notice thereof to Borrower.

8. Limitation on Liability. Lender agrees to look solely to the Collateral for satisfaction of any deficiency in the due payment of the amounts due hereunder or under the Notes, provided, however, that Lender shall not be so limited in the event of a breach of any of Borrower's representations, warranties and covenants set forth in Section 4 (except for paragraphs (g) and (h) thereof) and provided, further, that Borrower's liability with respect to its obligations under this Agreement and the Notes shall not be so limited where Borrower knowingly and intentionally has made a materially false or erroneous warranty or representation or knowingly failed materially to carry out a covenant hereunder or where, after specific requests from Lender, it has failed to take action called for by this Agreement.

Lender hereby waives and releases the liability, if any, of any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of Borrower for the obli-

gations of Borrower hereunder and under the Notes, except for liabilities of any such person arising from action or inaction of such person that is knowingly fraudulent.

Except as provided in this Section 8, nothing contained in this Agreement shall limit, restrict or impair Lender's right to accelerate payment of the Notes upon a default hereunder, to bring suit and obtain judgment against Borrower under the Notes or to exercise its remedies hereunder or otherwise realize on the Collateral, including the right to proceed against Lessee under the Lease.

9. Default.

(a) Any of the following events shall constitute an event of default hereunder:

(i) payment of any part of the principal of or interest on the Notes shall not be made when and as the same shall become due and payable, and such default shall continue unremedied for five Business Days (days other than Saturdays, Sundays and other days on which banking institutions in Morristown, New Jersey; Salt Lake City, Utah; or New York, New York are authorized or obligated to remain closed);

(ii) Borrower shall assign this Agreement or the Lease or any of its rights hereunder or thereunder;

(iii) Borrower shall fail to observe or perform any other provision hereof and such failure shall continue for more than 10 days after the giving of notice by Lender specifying the default;

(iv) a petition for liquidation or reorganization under Title 11 of the United States Code, as now constituted or as hereafter amended, shall be filed by or against Borrower and, unless such petition shall have been dismissed, nullified or otherwise stayed (but then only so long as such stay shall continue in force), all the obligations of Borrower under this Agreement shall not have been and shall not continue to be duly assumed in writing within 60 days after such petition shall have been filed, pursuant to a court order or decree, by a trustee or trustees appointed in such proceeding (whether or not subject to ratification) in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such trustee or trustees;

(v) any other proceedings shall be commenced by or against Borrower for any relief which includes, or might result in, any modification of the obligations of Borrower under any bankruptcy or insolvency law, or law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension (other than a law which does not permit any readjustment of the obligations of Borrower hereunder)

and, unless such shall have been dismissed, nullified or otherwise stayed (but then only so long as such stay shall continue in force), all the obligations of Borrower under this Agreement shall not have been and shall not continue to be duly assumed in writing, within 60 days after such petition shall have been filed, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed in such proceeding (whether or not subject to ratification) for Borrower or for the property of Borrower in such manner that such obligations shall have the same status as obligations incurred by such a trustee or trustees or receiver or receivers, within 60 days after such proceedings shall have been commenced;

(vi) a material Event of Default under the Lease shall have occurred and be continuing, except as provided in Section 9(e) hereof; or

(vii) Borrower shall materially breach any of the provisions of the Lease or any of the representations or warranties set forth in Section 4 of this Agreement or in the certificates furnished pursuant to Section 3(e) hereof shall be inaccurate in any material respect and such breach or inaccuracy shall unremedied continue for more than 30 days after the giving of notice by Lender specifying such breach or inaccuracy.

(b) If an Event of Default shall have occurred and be continuing, then, and in every such event, the holders of the Notes may proceed to protect and enforce its rights by a suit in equity or by action at law, or by other appropriate proceedings whether for the specific performance (to the extent permitted by law) of any covenant or agreement contained herein or in the Notes, or in aid of the exercise of any power granted herein or therein, and the holders of the Notes may by written notice to Borrower declare the entire unpaid principal of the Notes, all interest accrued thereon and all other amounts payable hereunder with respect to the Notes (to the extent then ascertainable) to be forthwith due and payable, and thereupon such principal, interest and other amounts shall become so due and payable (provided that in the case of an Event of Default described in paragraph (a)(iv) or (a)(v) of Section 9 such principal, interest and other amounts shall become payable forthwith upon the occurrence thereof without any such notice) without presentment, protest or further demand or notice of any kind, all of which are hereby expressly waived by Borrower. If Borrower shall fail to pay the principal of or interest on the Notes on any other amount payable hereunder when due, Borrower will pay to the holder thereof on demand such further amounts as shall equal the costs and expenses of collection, including without limitation reasonable attorneys' fees.

(c) If an Event of Default shall have occurred and be continuing, Lender may at any time subject to the rights of the Lessee under the Lease: (i) proceed to foreclose the security interest hereof in one or more proceedings as against all or, to the extent permitted by law, any part of the Collateral, or any interest in

any part thereof, and to have the same sold under the judgment or decree of a court of competent jurisdiction or proceed to take either of such actions; (ii) sell, assign, transfer and deliver the whole or, from time to time, any part of the Collateral or any interest in any part thereof, at any private sale or public auction upon 10 days prior written notice to Borrower, for cash or credit or for other property, for immediate or future delivery, and for such price or prices and on such terms as Lender may determine, or as may be required by law; (iii) exercise any or all of the rights and remedies available to it under the Uniform Commercial Code, without limitation of any other rights or remedies granted hereby or by law (it being agreed that ten Business Days' notice to Borrower of the date, time and place of any proposed sale by Lender of any property or interest included in the Collateral is reasonable); (iv) to the extent permitted by law, appoint a receiver for all or any part of the Collateral, whether such receivership be incidental to a proposed sale of the Collateral or otherwise, and Borrower hereby consents to the appointment of such receiver and agrees not to oppose any such appointment; and (v) so far as permitted by law, take possession of all or any part of the Collateral by force or otherwise without judicial process, summary proceedings, ejectment or otherwise, and may remove Borrower and all other persons and any and all property therefrom and may hold, operate and manage the same (including the books, papers and accounts of such persons relating thereto to the extent required for such holding, operating or managing) and may exclude such persons and their agents and servants, and all persons claiming under such persons, wholly or partly therefrom. Upon every such entry, Lender may, from time to time make all such alterations, additions, betterments and improvements to the Collateral as to Lender may seem necessary or advisable. In each such case, Lender shall have the right to manage the Collateral and to exercise all rights and powers of Borrower, either in the name of such persons or otherwise, as Lender may deem best, and Lender shall be entitled to collect and receive all earnings, income, rents, issues and profits of no liability for or by reason of any such taking of possession, entry, removal or holding, operation or management, except that any amounts so received by Lender shall be applied as follows:

First: to pay all costs and expenses of so entering upon, taking possession of, holding, operating and managing the Collateral or any part thereof, all other fees and expenses of Lender hereunder, and any taxes, assessments or other charges prior to the security interest hereof which Lender may consider it necessary or desirable to pay;

Second: to pay any indebtedness or obligation secured hereby and at any time due and payable hereunder, other than the principal of and interest on the Notes at the time outstanding;

Third: to pay all amounts of principal and interest at the time due and payable on the Notes at the time outstanding including interest at the rate of 14-1/8% per an-

num on any overdue principal, and in case such moneys shall be insufficient to pay in full the amount so due and unpaid upon the Notes, then, first, to the payment of all amounts of interest at the time due and payable on the Notes, without preference or priority of any installment of interest over any other installment of interest, and, second, to the payment of all amounts of principal at the time due and payable on the Notes, without preference or priority of any installment of principal over any other installment of principal; and

Fourth: the balance, if any, of such proceeds and such other moneys shall be (1) paid to Borrower if the principal of and interest on the Notes and all other sums payable hereunder have been paid in full or (2) held by Lender and thereafter applied to any future payments required to be made in accordance with clauses First to Third, inclusive, of this subparagraph and which are reasonably expected to accrue.

(d) Borrower irrevocably appoints Lender its true and lawful attorney, in its name and stead and on its behalf with full power of substitution, to take any action Lender may consider necessary and appropriate (including without limitation executing bills of sale), following an Event of Default, for the purpose of effecting any sale, assignment, transfer or delivery of the Collateral or any part thereof or any interest therein or for the enforcement hereof and Borrower hereby ratifies all that such attorney or any substitute shall lawfully do by virtue hereof. Borrower, Lender or any holder of the Note may purchase the Collateral or any part thereof of any interest therein at a sale thereof, whether pursuant to foreclosure or power of sale or otherwise hereunder, and may apply against the purchase price the indebtedness secured hereby owing to such purchaser, to the extent of such purchaser's distributive share of the purchase price. Borrower waives, to the full extent it may lawfully do so, the benefit of all appraisal, valuation, stay, extension and redemption laws nor or hereafter in force and all rights of marshaling in the event of any sale of the Collateral or any part thereof or any interest therein, whether pursuant to foreclosure or power of sale or otherwise hereunder, shall forever be a perpetual bar against Borrower after the expiration of the period, if any, during which Borrower shall have the benefit of redemption laws which may not be waived pursuant hereto. The proceeds of any sale of the Collateral or any part thereof or any interest therein, whether pursuant to foreclosure or power of sale or otherwise, together with any other moneys at the time held by Lender as part of the Collateral, shall be applied to pay first the costs and expenses of the sale of the Collateral or any part thereof and of any receiver appointed pursuant to subparagraph (c)(iv) above and second, as provided in clauses Second through Fourth, inclusive, of subparagraph (c) above.

(e) An Event of Default under Section 9(a) of the Lease resulting from nonpayment of rent due under the Lease shall not constitute

an event of default hereunder if (A) Lessee shall have paid the full amount of such defaulted rent within ten days of its Payment Date and (B) including such payment, Lessee shall have made not more than three payments of defaulted rent pursuant to clause (A) of this paragraph.

10. Issuance of Successor Notes. If Lender shall request new Notes in denominations different from those of Notes originally issued, Lender shall surrender the originally issued Notes to Borrower against receipt from Borrower of new Notes in the requested denominations.

Lender shall be entitled to all payments due hereunder and under the Notes before being required to surrender the Notes. However, Lender agrees to make appropriate notation on the Notes before any transfer thereof to reflect all payments of principal and interest theretofore received.

11. Notices. All notices hereunder shall be in writing, and shall be deemed to have been duly given when personally delivered or when sent, if mailed certified or registered, postage prepaid, addressed to the appropriate party or parties at the respective addresses thereof indicated below or such other address as such party or parties shall hereafter furnish to the other parties in writing in accordance with this Section 11; provided, however, that copies of all notices hereunder shall be given by such party or parties to the other party or parties hereto;

To Borrower: First Security Bank of Utah, N.A.
c/o First Security Leasing Company
79 South Main Street
Salt Lake City, Utah 84111
Attention: President

To Lender: J. P. Morgan Interfunding Corp.
522 Fifth Avenue
New York, New York 10036
Attention: Mr. David H. Wenk
Vice President

To Lessee: Allied Chemical Corporation
Columbia Road
Morristown, New Jersey 07960
Attention: Treasurer

12. Execution; Controlling Law; Successors and Assigns. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which shall constitute but one and the same instrument, which shall be sufficiently evidenced by one of such original counterparts. This Agreement shall in all respects be governed by and be construed in accordance with the laws of the State of New York, and shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns.

13. Entire Agreement; Changes; Waivers; etc. This Agreement and the exhibits hereto constitute the entire agreement between the parties hereto. Neither this Agreement nor any provision of the Notes may be changed, waived or terminated orally, but only by a statement in writing signed by the party against which enforcement of the change, waiver or termination is sought. No failure or delay by Lender or any holder of the Notes in exercising any right, power or privilege hereunder, and no course of dealing between Borrower and Lender or any holder of the Notes shall operate as a waiver thereof; nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which Lender or any holder of the Notes may otherwise have.

14. Home Office Payment. Borrower will pay all amounts payable hereunder or under the Notes to Lender by checks drawn to the order of J. P. Morgan Intefunding Corp. and delivered to Morgan Guaranty Trust Company of New York, P. O. Box 7538, Church Street Station, New York, New York 10249 (for credit no later than noon, local time, on the day such payment is due), without presentation or surrender of the Notes and without any notation of such payment being required.

15. Consent to New York Jurisdiction. Borrower irrevocably submits to the jurisdiction of any New York State or Federal court sitting in The City of New York over any suit, action or proceeding arising out of or relating to this Agreement or any Note. Borrower irrevocably waives, to the fullest extent permitted by law, any objection which is may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Borrower agrees that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Borrower, and may be enforced in any court to the jurisdiction of which Borrower is subject by a suit upon such judgment, provided that service of process in such action, suit or proceeding shall have effected as permitted by law. Nothing herein shall limit the right of Lender to bring proceedings against Borrower in any jurisdiction.

16. Separability. Any provision hereof which is prohibited or unenforceable in any jurisdiction, shall be ineffective as to such jurisdiction, without modifying the remaining provisions of this Agreement. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

17. Headings. The headings of the respective sections hereof are inserted for convenience only and form no part of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by the Borrower in connection herewith shall survive the execution and delivery of this Agreement and the Notes.

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

FIRST SECURITY BANK OF UTAH, N.A.

By *C. L. Cummings*
Title *Authorized Representative*

J. P. MORGAN INTERFUNDING CORP.

By *D. J. [Signature]*
Title *Vice President*

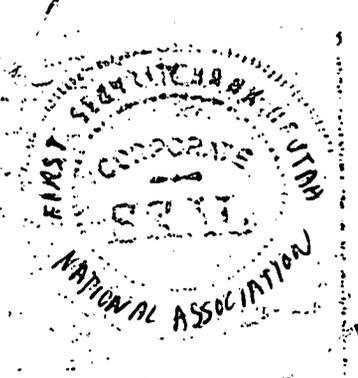


EXHIBIT A

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND NO TRANSFER HEREOF MAY BE EFFECTED UNLESS THE TRANSACTION RELATING THERETO SHALL BE EXEMPT WITHIN THE MEANING OF SUCH ACT AND THE RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION ADOPTED THEREUNDER

Note No. _____

PROMISSORY NOTE

\$ _____, 1980

FOR VALUE RECEIVED, the undersigned, First Security Bank of Utah, N.A. ("Borrower"), hereby promises to pay to the order of J. P. Morgan Interfunding Corp. ("Lender") the principal sum of \$ _____, with interest on the unpaid balance thereof from the date hereof at the rate of 13-1/8% per annum (calculated on the basis of 360-day years consisting of twelve 30-day months).

Principal and accrued interest shall be payable in 30 consecutive semi-annual payments commencing on April 1, 1981. The amounts of such payments shall be determined in accordance with the Amortization Schedule attached hereto and incorporated herein by this reference.

Past due principal and, to the extent legally enforceable, interest installments shall bear interest computed at the rate of 14-1/8% per annum until paid. Principal of and interest on this Note shall be payable in lawful money of the United States of American.

This Note is one of the Notes referred to in the Security and Loan Agreement, dated as of September 30, 1980 between Borrower and Lender (the "Loan Agreement"), to which reference is hereby made for a statement of the nature and extent of the security and the rights of the holder hereof. This Note may be declared due prior to its expressed maturity date, and certain prepayments are required to be made thereon, all in the events, on the terms and in the manner provided for in the Loan Agreement.

As more fully described in the Loan Agreement, the liability of the maker hereof for all sums, including costs of collection and attorney's fees, is limited to the Collateral referred to in the Loan Agreement, but the maker's liability hereunder is not so

2.

limited in respect of any intentional material breach or intentional inaccuracy of certain representations, warranties and covenants of the maker hereof set forth in the Loan Agreement or in respect of the willful misconduct of the maker.

The maker hereof waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note, and shall pay all costs of collection when incurred, including reasonable attorneys' fees.

The provisions of this Note shall inure to the benefit of and be binding upon any successor to the maker hereof and shall extend to any holder hereof.

FIRST SECURITY BANK OF
UTAH, N.A.

By _____

Title _____

AMORTIZATION SCHEDULE FOR _____ FOR UNIT NO. _____

<u>Pay No.</u>	<u>Beginning Interest</u>	<u>Debt Service</u>	<u>Interest</u>	<u>Principal</u>	<u>Remaining Balance</u>
INTERIM	4/ 1/81	1000000.00	364.58	364.58	.00 1000000.00
1	4/ 1/81	1000000.00	78046.15	65625.00	12421.15 987578.85
2	10/ 1/81	987578.85	78046.15	64809.86	13236.29 974342.56
3	4/ 1/82	974342.56	78046.15	63941.23	14104.92 960237.64
4	10/ 1/82	960237.64	78046.15	63015.59	15030.56 945207.08
5	4/ 1/83	945207.08	78046.15	62029.21	16016.94 929190.14
6	10/ 1/83	929190.14	78046.15	60978.10	17068.05 912122.09
7	4/ 1/84	912122.09	78046.15	59858.01	18189.14 893933.95
8	10/ 1/84	893933.95	78046.15	58664.41	19381.74 874552.21
9	4/ 1/85	874552.21	78046.15	57392.49	20653.66 853898.55
10	10/ 1/85	853898.55	78046.15	56037.09	22009.06 831889.49
11	4/ 1/86	831889.49	78046.15	54592.75	23453.40 808436.09
12	10/ 1/86	808436.09	78046.15	53053.62	24992.53 783443.56
13	4/ 1/87	783443.56	78046.15	51413.48	26632.67 756910.89
14	10/ 1/87	756910.89	78046.15	49665.71	28380.44 728430.45
15	4/ 1/88	728430.45	78046.15	47803.25	30242.90 698187.55
16	10/ 1/88	698187.55	78046.15	45816.56	32227.59 665959.96
17	4/ 1/89	665959.96	78046.15	43703.62	34342.53 631617.43
18	10/ 1/89	631617.43	78046.15	41449.89	36596.26 595021.17
19	4/ 1/90	595021.17	78046.15	39048.26	38997.89 556023.28
20	10/ 1/90	556023.28	78046.15	36489.03	41557.12 514466.16
21	4/ 1/91	514466.16	78046.15	33761.84	44284.31 470181.85
22	10/ 1/91	470181.85	70829.28	30855.68	39973.60 430208.25
23	4/ 1/92	430208.25	70829.28	28232.42	42596.86 387611.39
24	10/ 1/92	387611.39	70829.28	25437.00	45392.28 342219.11
25	4/ 1/93	342219.11	70829.28	22458.13	48371.15 293847.96
26	10/ 1/93	293847.96	70829.28	19283.77	51545.51 242302.45
27	4/ 1/94	242302.45	70829.28	15901.10	54928.18 187374.27
28	10/ 1/94	187374.27	70829.28	12296.44	58532.84 128841.43
29	4/ 1/95	128841.43	70829.28	8455.22	62374.06 66467.37
30	10/ 1/95	66467.37	70829.29	4361.92	66467.37 .00
TOTALS			2276797.26	1276797.26	1000000.00

State of New York
County of New York ss.:

On the 30th day of September 1980, before me personally came David Wenk to me known, who, being by me duly sworn, did depose and say that he resides at Brooklyn, New York; that he is the Vice President of IP Morgan Interfunding corporation, the corporation described in and which executed the above Lease of Railroad Equipment; that he knows the corporate seal of said corporation; that the seal affixed to said Lease of Railroad Equipment is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

Gale L. Soss
.....
Notary Public

State of New York
County of New York ss.:

GALE L. SOSS
NOTARY PUBLIC, State of New York
No. 41-4630199
Qualified in Queens County
Commission Expires March 30, 1982

On the 30th day of September 1980, before me personally came C.S. Cummings to me known, who, being by me duly sworn, did depose and say that he resides at Salt Lake City, Utah; that he is the Authorized Representative of First Security Bank of Utah, N.A. the national banking association described in and which executed the above Lease of Railroad Equipment; that he knows the seal of said national banking association; that the seal affixed to said Lease of Railroad Equipment is such seal; that it was so affixed by authority of the Board of Directors of said national banking association; and that he signed his name thereto by like authority.

Gale L. Soss
.....
Notary Public

GALE L. SOSS
NOTARY PUBLIC, State of New York
No. 41-4630199
Qualified in Queens County
Commission Expires March 30, 1982