



RECORDATION NO. 13282 Filed 1425

NORTH AMERICAN CAR CORPORATION
33 West Monroe
Chicago, IL U.S.A. 60603
Telephone 312.853.5000
Telex #255222

OCT 20 1981 -3 05 PM

INTERSTATE COMMERCE COMMISSION

October 19, 1981

1-294A084
No. 294A084
OCT 21 1981
Date.....
Fee \$ 50.00

New Member

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

ICC Washington, D. C.

RE: Filing of Equipment Mortgage dated as of October 19, 1981, (the "Mortgage"), North American Car Corporation, (the "Company") 33 West Monroe Street, Chicago, Illinois, 60603 to Bankers Trust Company, 280 Park Avenue, New York, N.Y. 10015 (the "Mortgage").

Dear Secretary:

Enclosed for recording under the Interstate Commerce Act are executed counterparts of the above described Mortgage. Under the Mortgage, the Company encumbers the railcars and leases thereof described in the Mortgage, favor of the Mortgagee, pursuant to the terms of the Mortgage, and to secure the indebtedness described therein.

Also enclosed is a check, payable to the Interstate Commerce Commission, in the amount of \$50.00 as the recording fee for the Mortgage.

Pursuant to the Commission's rules and regulations for the recording of certain documents under the Interstate Commerce Act, you are hereby requested to duly file two of the enclosed counterparts for record in your Office and to return the remaining copies, together with the Secretary's Certificate of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Yours very truly,

James M. Gillespie
James M. Gillespie
Attorney

JMG/sg

Enclosure

Concurrence - Keran P. Houston

OCT 20 1981-3 02 PM

EQUIPMENT MORTGAGE AND ASSIGNMENT OF LEASES

INTERSTATE COMMERCE COMMISSION

THIS EQUIPMENT MORTGAGE AND ASSIGNMENT OF LEASES dated as of October 19, 1981 is executed by North American Car Corporation (the "Borrower") in favor of Bankers Trust Company (the "Bank") (which, as may be amended from time to time, is hereinafter called the "Mortgage") under that certain Loan Agreement dated as of June 30, 1981 (the "Loan Agreement"), between the Borrower and the Bank, pursuant to the terms of Section 5 thereof and to secure the performance of its Obligations thereunder, subject to the terms of which Loan Agreement this Mortgage is delivered, and a copy of which Loan Agreement (if the Bank so directs) is appended hereto as Attachment II hereto. Unless otherwise specified, capitalized terms used herein shall have the respective meanings set forth in the Loan Agreement.

NOW, THEREFORE, the Borrower agrees as follows:

Section 1. Collateral.

Section 1.1 Grant of Security Interest. "Obligations" shall mean the Obligations of the Borrower under and as defined in the Loan Agreement. In order to secure the prompt and faithful performance and observance of the Obligations by the Borrower, the Borrower does hereby convey, sell, assign, pledge, mortgage, transfer, set over and grant a security interest unto the Bank in and to the following:

- (a) Any and all railroad cars described in Attachment I hereto which is made a part hereof and incorporated herein by this reference (the "Equipment");
- (b) All proceeds (including, without limitation, insurance and indemnity payments) from the sale or loss or other disposition of the Equipment; and
- (c) Any and all leases, whether now or hereafter existing, of Equipment (the "Leases") between the Borrower as lessor and other persons as lessees (the "Lessees"), including, without limitation,
 - (i) the right to receive all rent and other monies payable in connection with use of the Equipment,
 - (ii) all claims for damages arising out of the breach of any Lease, (iii) the right, if any, to terminate any Lease, to perform thereunder and to compel performance of the terms thereof, (iv) the right to take possession of the Equipment, subject to the right of the Lessee and (v) all other rights, claims, causes of action, if any, which the Borrower may have against any Lessee with respect to the Leases.

All such Equipment, Leases, and rights, claims, causes of action and proceeds with respect thereto are herein collectively called "Collateral."

Section 1.2. Representations and Warranties. The Borrower represents and warrants:

(i) That it is the owner of all of the Equipment, that there are no encumbrances or liens of any kind or character against any of the Equipment (other than Leases and the lien of this Mortgage) or any Lease and that it has good right and lawful authority to convey, sell, assign, pledge, mortgage, transfer, set over and grant a security interest in the same.

(ii) That it has not assigned, pledged or mortgaged, and hereby covenants that it will not assign, pledge or mortgage, so long as this Mortgage shall remain in effect, the whole or any part of the rights or interests hereby assigned, pledged, mortgaged, and granted by it hereunder to anyone other than the Bank, its successors or assigns.

Section 1.3. Maintenance and Repair. The Borrower agrees that, at its own cost and expense, it will maintain and keep or cause to be maintained and kept all the Equipment in good order and repair in accordance with industry standards.

Section 1.4. Inspections. The Bank shall have the right, at its own expense, to inspect the Equipment and the records with respect thereto at such reasonable times as the Bank may request.

Section 1.5. Marking of Equipment. The Borrower will keep and maintain, or cause to be kept and maintained, plainly, distinctly, permanently and conspicuously marked on each item of Equipment suitable for marking, in letters not less than seven-sixteenths of an inch in height:

"OWNERSHIP SUBJECT TO AN EQUIPMENT TRUST OR SECURITY AGREEMENT AND/OR VESTED IN A TRUSTEE OR OTHER PERSON OR ENTITY AS SET FORTH IN A BAILMENT AGREEMENT OR LEASE FILED WITH THE INTERSTATE COMMERCE COMMISSION."

or other appropriate words stenciled on the item of Equipment with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the Bank's security interest in the Equipment and its rights hereunder. Once the Equipment is so marked, the Borrower will not permit the identifying number of any item of Equipment to be changed.

Section 1.6. Destruction of Equipment. The Borrower will bear the responsibility for and risk of and shall not

be released from its Obligations hereunder in the event of any damage to or the destruction or loss of any item of Equipment or all the Equipment.

Section 1.7. Liens. The Borrower will keep the Collateral free and clear of Liens and advance claims (other than the Mortgage and the Lease) at all times. The Borrower will reimburse the Bank upon demand for any amounts paid by the Bank to discharge Liens or satisfy claims against the Collateral.

Section 1.8. Performance of Borrower's Obligations Under Leases. The Borrower shall remain liable under each Lease to perform all the obligations assumed by it thereunder. During the continuance of an Event of Default the obligations of the Borrower under any Lease may be performed by the Bank or its nominee or any assignee of the Bank without releasing the Borrower therefrom. The Bank shall have no obligation or liability under the Leases by reason of, or arising out of, this Mortgage and shall not be obligated to perform any of the obligations of the Borrower under any Lease or make any payment or to make any inquiry of the sufficiency of any payment received by it to present or file any claim or to take any other action to collect or enforce any payment assigned hereunder.

Section 2. Defaults

Section 2.1. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- (a) There shall occur an Event of Default under Section 13 of the Loan Agreement;
- (b) The Borrower shall fail to perform any agreement under this Mortgage within thirty days after notice from the Bank; or
- (c) Any representation made to the Bank in this Mortgage shall prove to be false or incorrect in any material respect at the time when made.

Section 3. Remedies

Section 3.1. Remedies. Upon the occurrence and during the continuance of any Event of Default, the Bank may do any one or more of the following acts regarding the Collateral, or any portion thereof, to the extent and in the manner authorized by the Loan Agreement:

- (a) exercise all the rights and remedies in foreclosure and otherwise granted to secured parties under the provisions of applicable laws;
- (b) institute legal proceedings for the specific performance of any covenants or agreement herein undertaken by the Borrower or for aid in the execution of any power or remedy herein granted;
- (c) institute legal proceedings to foreclose upon and against the security interest granted in and by this Mortgage, to recover judgment for all amounts then due and owing as Obligations, and to collect the same out of any sale of the Collateral or of collections upon the Leases;
- (d) institute legal proceedings for the sale, under the judgment or decree of any court of competent jurisdiction, of any Collateral;
- (e) notify Lessees under the Leases in the name of the Borrower or otherwise to make Lease payments directly to the Bank or as may otherwise be directed by the Bank;
- (f) demand, collect, and retain all hire, earnings and other sums due and to become due in respect of the Collateral from any party whomsoever, accounting only for the net earnings arising from such use, if any, after charging against any receipts from the use of the same and from any subsequent sale thereof all costs and expenses of and damages or losses by reason of, such use or sale; or
- (g) to the extent permissible under any applicable Lease, personally or by agents or attorneys, enter into and upon any premises wherein the Collateral or any part thereof may then be situated, and take possession of all or any part thereof;
- (h) sell or dispose of all or any part of the Collateral, free from any and all claims of the Borrower or of any other party claiming by, through, or under the Borrower at law, in equity, or otherwise, at one or more public or private sales, in such place or places, at such time or times, and upon such terms as the Borrower may determine, in its sole and complete discretion and in light of its own best interests, with or without previous demand on or notice to the Borrower or for the aforesaid purposes, all notices of sale, advertisements, and demands and any rights or equities of redemption otherwise required or available to the Borrower, under

applicable law are hereby waived by the Borrower to the fullest extent permitted by applicable law. The power of sale hereunder shall not be exhausted by one or more sales, and the Borrower from time to time may adjourn any sale to be made pursuant to this Section 3.1.

- (i) may designate some premises for the delivery of the Equipment, and the Borrower shall, to the extent permissible under any applicable Lease, at its own expense, forthwith cause the Equipment to be detached, assembled and shall arrange for such Equipment to be moved to such point and shall there deliver the Equipment to the Bank. This Agreement to deliver the Equipment as hereinbefore provided is of the essence of the agreement between the parties, and, upon application to any court having jurisdiction in the premises, the Bank shall be entitled to a decree against the Borrower requiring specific performance hereof. The Borrower hereby expressly waives any and all claims against the Bank or their agents for damages of whatever nature in connection with any retaking of any item of Equipment in any manner.

Section 3.2. Sale. Any sale of Collateral may be in one lot or as an entirety or in separate lots and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as the Bank may determine. The Borrower shall be given written notice of such sale not less than ten days prior thereto by telex or registered mail addressed as provided in Section 4.9 hereof, which notice shall be deemed reasonable notice of the disposition of the Collateral. If such sale shall be a private sale, it shall be subject to the right of the Borrower to purchase or provide a purchaser, within ten days after notice of the proposed sale price, at the same price offered by the intended purchaser or a better price. The Bank may bid for and become the purchaser of the Collateral, or any of it, so offered for sale. In the event that the Bank shall be the purchaser thereof, it shall not be accountable to the Borrower upon a subsequent disposition of the Collateral.

Section 3.3. Disposition of Proceeds. If, as provided in this Section 3, the Bank shall exercise any of the powers conferred by this Mortgage, all payments made by the Borrower to the Bank hereunder and the proceeds of any judgment collected from the Borrower by the Bank hereunder, and the proceeds of every sale or lease of any of the Collateral, together with any other sums which may then be held by the Bank under any of the provisions hereof, shall be applied to the payment, in the following order of priority:

- (a) To all proper charges, expenses, and costs of

taking, transporting, preparing and selling the Collateral;

- (b) To payment of the Obligations in such order as the Bank shall determine, and
- (c) The remainder, if any, shall be remitted to the Borrower.

Section 3.4. Deficiency. If, after applying all sums of money realized by the Bank under the remedies herein provided, there shall remain any amount due to it under the provisions of this Mortgage or the Notes, the Borrower shall pay the amount of such deficiency to the Bank upon demand, and, if the Borrower shall fail to pay such deficiency, the Bank may bring suit therefor and shall be entitled to recover a judgment therefor against the Borrower. If, after applying as aforesaid all sums realized by the Bank, there shall remain a surplus in the possession of the Bank, such surplus shall be paid to the Borrower.

Section 4. General.

Section 4.1. Rights Cumulative. Each and every power and remedy hereby specifically given to the Bank shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time simultaneously and as often and in such order as may be deemed expedient by the Bank. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Bank in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein. Any extension of time for payment hereunder or other indulgence duly granted to the Borrower shall not otherwise alter or affect the Bank's rights or the Borrower's Obligations hereunder. The Bank's acceptance of any payments after it shall have become due hereunder shall not be deemed to alter or affect the Borrower's Obligations or the Bank's rights hereunder with respect to any subsequent payment or default therein.

Section 4.2. Expenses of Collection. The Borrower will pay all reasonable expenses, including attorneys' fees, incurred by the Bank in enforcing its remedies under the terms of this Mortgage or preparing to enforce any of its remedies after a default hereunder. In the event that the Bank shall bring any suit to enforce any rights hereunder and shall be entitled to judgment, then in such suit the Bank may recover reasonable expenses including reasonable

attorneys' fees, and the amount thereof shall be included in such judgment.

Section 4.3. Applicable Laws. Any provision of this Mortgage prohibited by any applicable law or any jurisdiction (which is not overridden by applicable federal law) shall as to such jurisdiction be ineffective, without modifying the remaining provisions of this Mortgage. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby waived by the Borrower to the full extent permitted by law, it being the intention of the Borrower that this Mortgage shall be deemed to be, inter alia, a security agreement and enforced as such.

Section 4.4. Waiver. Except as otherwise provided in this Mortgage and in Section 14.10 of the Loan Agreement, the Borrower, to the full extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of or to sell or lease the Equipment, or any one or more items of Equipment thereof, and any other requirements as to the time, place and terms of the sale or lease thereof, any other requirements with respect to the enforcement of the Banks' rights under this Mortgage and any and all rights of redemption. In consideration of the transactions contemplated herein, the Borrower hereby expressly waives and releases all its rights, benefits and protections given it by Sections 22A, 22B, 22C and 22D of The Bills of Sale Act (British Columbia) or any amending, successor or similar legislation in the Province of British Columbia or elsewhere, where applicable.

Section 4.5. Satisfaction of Mortgage and Termination of Mortgage. When the Notes and all other Obligations have been paid in full and the Bank shall have no further commitments to advance funds to the Borrower and all Obligations of the Borrower hereunder and under the Loan Agreement have been fulfilled, the Bank shall release the lien of this Mortgage with respect to the Collateral by an appropriate document in recordable form and thereupon this Mortgage shall be satisfied and void. The Bank shall also release a portion of the Equipment from the lien of this Mortgage from time to time as provided by Section 5.4 of the Loan Agreement, upon the request of the Borrower.

Section 4.6. Payment of Expenses. The Borrower will pay for all the costs and expenses incident to the protection and enforcement of this Mortgage by the Bank and all reasonable costs and expenses in connection with the perfection of the Bank's lien upon the Equipment.

Section 4.7. Article Headings, Effect and Modification

of Agreement. All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Mortgage.

Section 4.8. Modifications. No variation or modification of this Mortgage and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Bank and the Borrower.

Section 4.9. Notices. All notices hereunder to any of the parties designated below shall be deemed to be properly served if delivered or mailed to the respective addresses set forth in the Loan Agreement.

Section 4.10. Law Governing. The terms of this Mortgage and all rights and obligations hereunder shall be governed by the laws of New York; provided, however, that the Bank shall be entitled to all rights conferred by the filing, recording or deposit hereof in the appropriate office(s) pursuant to Section 11303 of the Interstate Commerce Act or in such other offices as may be appropriate in the jurisdiction in which the Equipment is operated.

Section 4.11. Indemnities and Warranties. The Borrower does hereby indemnify, protect and hold harmless the Bank from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, penalties and interest, arising out of or as the result of the entering into or the performance of this Mortgage, the use, operation, condition, purchase, delivery, rejection, storage or return of any of the items of Equipment, any accident, in connection with the operation, use, condition, possession, storage or return of any of the items of Equipment resulting in damage to property or injury or death to any person during the period when the lien of the Bank remains in effect. This covenant of indemnity shall continue in full force and effect notwithstanding the full satisfaction of the Obligations and the release and the conveyance of security title to the Equipment to the Borrower, or the termination of this Mortgage in any manner whatsoever. The Bank shall give notice to the Borrower of any claim arising hereunder and the Borrower shall have the right to take up and defend any such claim.

Section 4.12. Successors and Assigns. This Mortgage shall be binding upon the Borrower and inure to the benefit of the Bank, and their respective successors and assigns. The Borrower may not assign or transfer its rights hereunder without the prior written consent of the Bank.

Section 4.13. No Set-Off. The rights of the Bank to payment of the Obligations as well as any other rights hereunder shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever arising by reason of

breach of any warranty with respect to the Equipment, any other indebtedness or liability at any time owing to the Borrower or any insolvency, bankruptcy, reorganization or similar proceedings by or against the Borrower. The Borrower hereby waives, to the extent permitted by applicable law, any and all rights which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Mortgage, except in accordance with the express terms hereof.

IN WITNESS WHEREOF, the undersigned has caused this Mortgage to be executed by its duly authorized representatives as of the day and year first set forth above.

NORTH AMERICAN CAR CORPORATION

By J. F. Compton
Its Vice President

ATTEST:

Brian M. Waldro
Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS.:

On this 20th day of Oct 1981, before me personally appeared J.F. Compton to me personally known, who being by me duly sworn, says that he is Vice President of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on OCT 20 1981 signed and sealed on behalf of said corporation by authority ~~of~~ its board of Directors, and he acknowledge that the execution of the foregoing instruments was the free act and deed of said corporation.

Debra A Kelly
NOTARY PUBLIC

My Commission Expires: My Commission Expires Feb. 23, 1983

ATTACHMENT I

To be attached to and become a part of that certain Equipment Mortgage and Assignment of Leases dated as of October 19, 1981 (the "Mortgage"), between North American Car Corporation and Bankers Trust Company.

<u>QUANTITY</u>	<u>SERIAL NO.</u>	<u>LESSEE</u>	<u>DATE OF LEASE</u>	<u>TERM OF LEASE</u>	<u>DESCRIPTION OF EQUIPMENT SUBJECT TO MORTGAGE</u>
2	21337,21339	Endasa	12-80	10 Yrs.	Tank
1	21341	A. E. Staley Mfg. Co.	12-65	15 "	"
1	21342	Unassigned			"
1	21343	Mobil Oil Corp.	5-79	5 "	"
1	21348	E.I. DuPont De Nemours	1-79	5 "	"
1	21349	Union Camp Corp.	5-79	5 "	"
1	21350	Hercules, Inc.	2-79	5 "	"
1	21351	Pennzoil Co.	1-80	2 "	"
2	21352,21353	A. E. Staley Mfg. Co.	12-78	5 "	"
1	21354	First Chemical Corp.	1-80	3 "	"
2	21356,21357	E.I. DuPont De Nemours	12-79	5 "	"
1	21358	Air Products & Chem. Inc.	9-79	5 "	"
1	21359	Shell Oil Co.	8-79	5 "	"
1	21360	Badische Corp.	9-73	10 "	"
1	21361	American Cyanamid Co.	6-79	5 "	"
1	21362	C.F. Industries, Inc.	8-80	3 "	"
1	21364	Westvaco Corp.	12-78	5 "	"
1	21365	American Cyanamid Co.	11-79	5 "	"
1	21367	Endasa	12-80	10 "	"
1	21368	A. E. Staley Mfg. Co.	12-65	15 "	"
1	21370	Inolex Corp.	4-80	5 "	"
1	21372	E.I. DuPont De Nemours	6-79	5 "	"
1	21373	GAF Corp.	9-79	5 "	"

<u>QUANTITY</u>	<u>SERIAL NO.</u>	<u>LESSEE</u>	<u>DATE OF LEASE</u>	<u>TERM OF LEASE</u>	<u>DESCRIPTION OF EQUIPMENT SUBJECT TO MORTGAGE</u>
3	21374,21398 21399	Unassigned			Tank
1	21400	Shell Oil Co.	1-79	5 Yrs.	"
1	21401	E.I. DuPont De Nemours	4-79	3 "	"
3	21402,21403 21404	A. E. Staley Mfg. Co.	8-73	10 "	"
2	21405,21406	Endasa	12-80	10 "	"
1	21409	Hercules, Inc.	7-80	5 "	"
1	21410	E.I. DuPont De Nemours	6-79	5 "	"
1	21411	Shell Oil Co.	1-79	5 "	"
1	21412	Zip Transportation	3-80	5 "	"
2	21413,21414	Allied Chemical Corp.	4-81	4 "	"
1	21416	Hercules, Inc.	2-79	5 "	"
1	21417	E.I. DuPont De Nemours	6-79	5 "	"
1	21419	Allied Chemical Corp.	4-81	4 "	"
1	21420	Westvaco Corp.	8-80	5 "	"
1	21421	E.I. DuPont De Nemours	6-79	5 "	"
1	21422	Endasa	12-80	10 "	"
1	24026	W. R. Grace & Co.	6-79	4 "	"
1	26350	Union Carbide	9-79	5 "	"
1	26351	Unassigned			"
5	26352-26356	International Minerals	3-80	5 "	"
2	26357,26358	Unassigned			"
1	26359	E.I. DuPont De Nemours	12-79	5 "	"
1	26360	Unassigned			"
1	26361	Union Carbide Corp.	9-79	5 "	"
1	26362	Kalama Chemicals, Inc.	9-80	5 "	"

ATTACHMENT I

BANKERS TRUST COMPANY

<u>QUANTITY</u>	<u>SERIAL NO.</u>	<u>LESSEE</u>	<u>DATE OF LEASE</u>	<u>TERM OF LEASE</u>	<u>DESCRIPTION OF EQUIPMENT SUBJECT TO MORTGAGE</u>
1	26363	Unassigned			Tank
1	26364	Union Carbide	9-79	5 Yrs.	"
1	26365	International Minerals	3-80	5 "	"
1	26366	C. F. Industries		5 "	"
1	26367	International Minerals	3-80	5 "	"
1	26368	Unassigned			"
1	26369	Union Carbide Corp.	9-79	5 "	"
1	26370	Unassigned			"
1	26371	International Minerals	3-80	5 "	"
1	26372	Exxon Chemical Americas	1-80	3 "	"
1	26373	International Minerals	3-80	5 "	"
1	26374	Union Carbide Corp.	9-79	5 "	"
1	26375	Exxon Chemical Americas	8-78	5 "	"
1	26376	E.I. DuPont De Nemours	10-74	5 "	"
2	26378,26379	International Minerals	3-80	5 "	"
1	26380	Union Carbide Corp.	9-79	5 "	"
1	26381	International Minerals	3-80	5 "	"
1	26382	Unassigned			"
2	26383-26384	International Minerals	3-80	5 "	"
1	26385	Agway, Inc.	1-67	15 "	"
3	26386-26388	International Minerals	3-80	5 "	"
2	26389,26391	Union Carbide	9-79	5 "	"
3	26394-26396	International Minerals	3-80	5 "	"
1	26397	Union Carbide Corp.	9-79	5 "	"
1	26398	C. F. Industries	5-79	3 "	"
1	26399	Union Carbide Corp.	9-79	5 "	"

ATTACHMENT I

BANKERS TRUST COMPANY

<u>QUANTITY</u>	<u>SERIAL NO.</u>	<u>LESSEE</u>	<u>DATE OF LEASE</u>	<u>TERM OF LEASE</u>	<u>DESCRIPTION OF EQUIPMENT SUBJECT TO MORTGAGE</u>
1	26400	Unassigned			Tank-
1	26404	International Minerals	3-80	5 Yrs.	"
2	26405-26406	E.I. DuPont De Nemours	12-79	5 "	"
2	26407-26408	Unassigned			"
1	26409	C. F. Industries, Inc.		5 "	"
2	26410-26411	C. F. Industries, Inc.	5-79	3 "	"
1	26412	Arco Chemical Co.	10-80	1 "	"
1	26413	Exxon Chemical Americas	1-80	3 "	"
2	26414-26415	International Minerals	3-80	5 "	"
1	26416	Union Carbide	9-79	5 "	"
1	26417	HATCO Chemical Corp.	8-79	5 "	"
1	26418	Union Carbide Corp.	9-79	5 "	"
1	26419	International Minerals	3-80	5 "	"
1	26420	Unassigned			"
1	26421	International Minerals	3-80	5 "	"
1	26422	Air Products & Chem. Inc.	4-76	5 "	"
2	26423-26424	International Minerals	3-80	5 "	"
1	26425	GAF Corp.	10-79	5 "	"
1	26426	ICI Americas Inc.	9-80	3 "	"
1	26427	Unassigned			"
1	26428	C. F. Industries		5 "	"
1	26429	Union Carbide	9-79	5 "	"
1	26431	Exxon Chemical Americas	1-80	3 "	"
1	26432	Union Carbide Corp.	9-79	5 "	"
1	26433	International Minerals	3-80	5 "	"
1	26434	E.I. DuPont De Nemours	12-79	5 "	"
1	26436	International Minerals	3-80	5 "	"

ATTACHMENT I

BANKERS TRUST COMPANY

<u>QUANTITY</u>	<u>SERIAL NO.</u>	<u>LESSEE</u>	<u>DATE OF LEASE</u>	<u>TERM OF LEASE</u>	<u>DESCRIPTION OF EQUIPMENT SUBJECT TO MORTGAGE</u>
1	26437	HATCO Chemical Corp.	8-79	5 Yrs.	Tank
3	26438-26440	Union Carbide Corp.	9-79	5 "	"
1	26441	International Minerals	3-80	5 "	"
1	26442	Unassigned			"
4	26443-26446	International Minerals	3-80	5 "	"
1	26447	C. F. Industries		5 "	"
1	26448	Unassigned			"
1	26450	International Minerals	3-80	5 "	"
4	27200-27203	Unassigned			"
2	27204-27205	C. F. Industries, Inc.	5-79	3 "	"
1	27208	Unassigned			"
3	27209-27211	C. F. Industries, Inc.	5-79	3 "	"
38	27212-27249	Unassigned			"
1	27250	Royster Co.	3-80	5 "	"
1	27252	Unassigned			"
2	27253-27254	Royster Co.	3-80	5 "	"
1	27255	C. F. Industries, Inc.	5-79	3 "	"
2	27257,27262	Royster Co.	3-80	5 "	"
2	27263,27265	Unassigned			"
3	27266,27268 27270	Royster Co.	3-80	5 "	"
1	27272	Unassigned			"
1	27275	C. F. Industries, Inc.	5-79	3 "	"
3	27279-27281	Royster Co.	3-80	5 "	"
1	27282	FMC Corp.	10-80	1 "	"
1	27283	Royster Co.	3-80	5 "	"
1	27284	Unassigned			"
1	27285	Royster Co.	3-80	5 "	"

<u>QUANTITY</u>	<u>SERIAL NO.</u>	<u>LESSEE</u>	<u>DATE OF LEASE</u>	<u>TERM OF LEASE</u>	<u>DESCRIPTION OF EQUIPMENT SUBJECT TO MORTGAGE</u>
1	27286	FMC Corp.	10-80	1 Yr.	Tank
1	27287	Royster Co.	3-80	5 Yrs.	"
1	27288	Unassigned			"
1	27289	Royster Co.	3-80	5 "	"
1	27290	Unassigned			"
2	27291-27292	Royster Co.	3-80	5 "	"
1	27632	Air Products & Chem. Inc.	4-76	5 "	"
1	27633	Union Carbide Corp.	9-79	5 "	"
1	27635	Unassigned			"
2	31019-31020	Petrosar Ltd.	9-80	1 "	"
1	31021	Alberta Gas Ethylene	7-81	10 "	"
2	31023-31024	Petrosar Ltd.	9-80	1 "	"
1	31025	Big Horn Supply	12-77	4 "	"
1	31026	Petrosar Ltd.	9-80	1 "	"
3	31027-31029	Alberta Gas Ethylene	7-81	10 "	"
1	31030	Petrosar	9-80	1 "	"
1	31032	Big Horn Supply Ltd.	9-80	5 "	"
8	31050-31057	Union Carbide	4-67	15 "	"
2	31758-31759	Knappen Milling Co.	10-76	5 "	Hopper
1	31900	Endasa	12-80	10 "	"
1	31901	Jarrett Ranches, Inc.	7-78	5 "	"
2	31902-31903	Amstar Corp.	4-79	5 "	"
2	31904-31905	Zapata Haynie Corp.	7-78	3 "	"
1	31906	W.E. Toast Bread Co.	2-79	5 "	"
1	31907	Zapata Haynie Corp.	7-78	3 "	"
1	31910	Endasa	12-80	10 "	"

ATTACHMENT I

BANKERS TRUST COMPANY

<u>QUANTITY</u>	<u>SERIAL NO.</u>	<u>LESSEE</u>	<u>DATE OF LEASE</u>	<u>TERM OF LEASE</u>	<u>DESCRIPTION OF EQUIPMENT SUBJECT TO MORTGAGE</u>
1	31911	Zapata Haynie Corp.	6-80	5 Yrs.	Hopper
1	31912	Exxon Chemical Americas	11-78	5 "	"
1	31914	Jarrett Ranches, Inc.	6-78	5 "	"
1	51166	Filtrol Corporation	12-80	5 "	"
1	51175	Endasa	12-80	10 "	"
1	51228	Jarrett Ranches, Inc.	6-78	5 "	"
11	60200-60209, 60211	Grand Trunk Western RR	9-73	10 "	"
4	60212-60215	Land O'Lakes, Inc.	4-77	5 "	"
1	60216	Stauffer Chemical Co.	3-77	5 "	"
1	60300	Unassigned			"
2	60301-60302	Western Pacific RR	7-71	10 "	"
3	60303-60305	Unassigned			"
3	60306-60307, 60309	Western Pacific RR	7-71	10 "	"
8	60600-60603, 60605-60608	Eagle Picher Ind.	6-81	12 "	"
21	60609-60625, 60627-60630	Unassigned			"
10	60637, 60639-60641, 60643-60648	Ottawa Silica Company	3-81	1 "	"
11	71530-71531, 71533, 71535-71542	Cross Oil & Refining	10-73	10 "	Tank
4	71943-71946	Boise Cascade Corp.	5-79	5 "	"
1	71947	A. E. Staley Mfg. Co.	12-78	5 "	"
2	71948, 71950	Ponderosa Systems, Inc.	12-78	5 "	"

ATTACHMENT I

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1	71949	Volunteer Trailblazers	10-80	3 Yrs.	Tank
1	71953	Omaha Edible Oils Inc.	10-77	5 "	"
3	71954, 71956-71957	Land O'Lakes Inc.	6-80	5 "	"
1	71955	Cargill, Inc.	7-78	5 "	"
1	71960	Sun Petroleum Prod.	9-79	5 "	"
1	71961	Chicago Shortening Corp.	8-78	3 "	"
2	71962-71963	Liquid Feed	12-78	5 "	"
1	71965	Industrial Molasses	12-73	12 "	"
2	71966-71967	Woodchem, Inc.	5-81	1 "	"
<u>18</u>	92000-92017	Kerr McGee Corp.	11-76	5 "	"
<u>369</u>	TOTAL U. S. CARS				
<u>369</u>	TOTAL ALL CARS				