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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

18827- X

May 24, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of Supplement No. 22 to Assignment and Security Agreement (Chattel Mortgage), dated as of May 24, 1996, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement, dated as of May 31, 1994, previously filed with the Commission under Recordation Number 18827.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

Secured Party: Fleet Bank
56 East 42nd Street
New York, New York 10017

A description of the 258 railcars being DELETED from the Security Agreement is set forth on Schedule I attached to the Supplement and a description of the 69 railcars being ADDED to the Security Agreement is set forth on Schedule II attached to the Supplement.

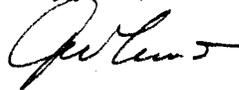
County of - Ed Williams

Mr. Vernon A. Williams
May 24, 1996
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20427-0001

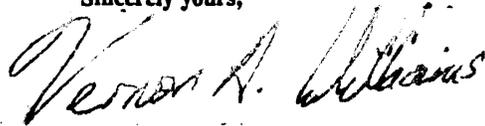
5/24/96

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/24/96 at 11:40AM, and assigned recordation number(s). 18827-Y 18816-L, 18816-M, 19200-J, 19200-K, 19111-VVVV, 19111-WWWW, 19111-XXXX, 19111-YYYY, and 19111-ZZZZ.

Sincerely yours,



Vernon A. Williams
Secretary

Enclosure(s)

\$ 210.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



18827-Y

**SUPPLEMENT NO. 22
TO ASSIGNMENT AND SECURITY AGREEMENT
(CHATTEL MORTGAGE)**

SUPPLEMENT No. 22 to the ASSIGNMENT AND SECURITY AGREEMENT (CHATTEL MORTGAGE) dated as of May 31, 1994, as amended by the Amendment to Security Agreement dated as of March 15, 1995 (the "Security Agreement"), by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and FLEET BANK, a New York banking corporation (the "Secured Party").

1. This Supplement is executed and delivered pursuant to the Security Agreement in order to: (i) release from the Secured Party's Lien created under the Security Agreement certain of the Collateral which the Debtor has assigned and granted a security interest in to the Secured Party, and (ii) more particularly identify certain of the Collateral which the Debtor has assigned and granted, or does hereby assign and grant, a security interest in and to the Secured Party, and to confirm the assignment under, and security interest created by, the Security Agreement with respect to such Collateral. Any term defined in the Security Agreement (or in the Credit Agreement referred to therein) and used herein shall have the meaning as defined therein.

2. The Collateral is hereby amended by deleting therefrom, and the Secured Party hereby releases, and terminates its Lien on and security interest in, and all of its right, title and interest, in and to, the following properties described in paragraphs 2(a) and 2(b) hereof and all Proceeds thereof:

(a) all those certain railroad tank cars and covered hopper cars described on Schedule I hereto (collectively, the "Released Equipment"), together with all accessories, equipment, parts and appurtenances appertaining or attached to any such Equipment, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions for, replacements of, and additions, improvements and accumulations to, any and all of said Released Equipment, together with all rents, issues, income, profits and avails therefrom and any and all Mileage Credits relating thereto and any and all Proceeds thereof.

(b) All right, title and interest of the Debtor in and to each and every lease (whether or not such lease is in writing or is for a term certain, including, without

limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Released Equipment described in paragraph 2(a) hereof, including, without limitation, the leases specified on Schedule I hereto (each such lease, including all amendments, riders supplements, other modifications and schedules thereto, a "Released Lease"), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due or to become due under any Released Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Released Equipment) and all Proceeds of any thereof.

3. The Debtor has transferred, conveyed, warranted, mortgaged, delivered, pledged, assigned and granted to the Secured Party, its successors and assigns, and does hereby transfer, convey, warrant, mortgage, deliver, pledge, assign and grant to the Secured Party a security interest in, in each case pursuant to the Security Agreement and as collateral security for payment and performance of the Obligations, all and singular of the Debtor's rights, title and interest in and to the following Collateral described in paragraphs 3(a) and 3(b) hereof and all Proceeds thereof:

(a) All those certain railroad tank cars and covered hopper cars described on Schedule II hereto and made a part hereof (individually, an Item of Equipment, and collectively constituting Equipment, for purposes of the Security Agreement), together with all accessories, equipment, parts and appurtenances appertaining or attached to any such Equipment, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions, replacements of, and additions, improvements and accumulations to, any and all of said Equipment, together with all rents, issues, income, profits and avails therefrom and any and all Mileage Credits relating thereto and any and all Proceeds thereof.

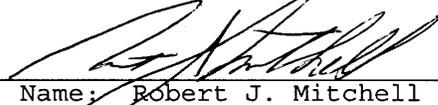
(b) All right, title and interest of the Debtor in and to each and every Lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Equipment described in paragraph 3(a) hereof, including, without limitation, the leases specified on Schedule II hereto (each such lease, including all amendments, supplements and schedules thereto, constituting an Assigned Lease for purposes of the Security Agreement), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due or to become due under any Assigned

Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Equipment) and all Proceeds of any thereof (such payments constituting Assigned Lease Proceeds for purposes of the Security Agreement), and otherwise in accordance with the provisions of the Security Agreement.

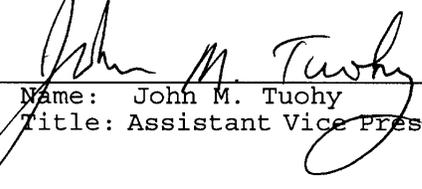
4. All provisions of the Security Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule I hereto shall be deemed a deletion from, and the properties described in paragraphs 2(a) and 2(b) hereof shall cease to be a part of, Schedule I to the Security Agreement. Schedule II hereto shall be deemed an addition to, and the properties described in paragraphs 3(a) and 3(b) hereof shall become part of, Schedule I to the Security Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this 24 day of May, 1996.

ACF INDUSTRIES, INCORPORATED

By: 
Name: Robert J. Mitchell
Title: Senior Vice President
Finance

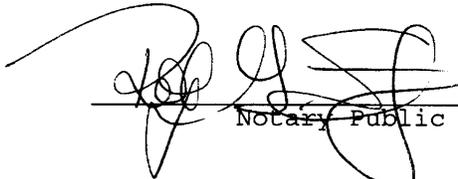
FLEET BANK

By: 
Name: John M. Tuohy
Title: Assistant Vice President

[Signature Page to Supplement No. ** to Fleet Security Agreement]

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

On this 22nd day of May, 1996, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides at Woodbury, New York and is Senior Vice President Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

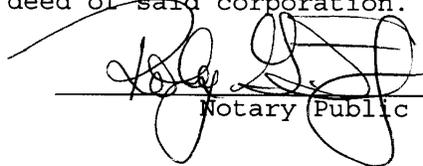


Notary Public

ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, ~~1996~~
1998

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

On this 22nd day of May, 1996, before me, personally appeared John M. Tuohy, to me known, who being by me duly sworn, says that he resides at New York, New York and is Assistant Vice President of FLEET BANK; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, ~~1996~~
1998

5/9/96 8:17 AM

SCHEDULE II
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
18	FINA OIL AND CHEMICAL COMPA	58570012	ACFX	38519
18	FINA OIL AND CHEMICAL COMPA	58570012	ACFX	38520
18	FINA OIL AND CHEMICAL COMPA	58570012	ACFX	38521
18	FINA OIL AND CHEMICAL COMPA	58570012	ACFX	38522
18	FINA OIL AND CHEMICAL COMPA	58570012	ACFX	38523
18	FINA OIL AND CHEMICAL COMPA	58570012	ACFX	38524
18	FINA OIL AND CHEMICAL COMPA	58570012	ACFX	38525
18	FINA OIL AND CHEMICAL COMPA	58570012	ACFX	38526
18	FINA OIL AND CHEMICAL COMPA	58570012	ACFX	38527
18	FINA OIL AND CHEMICAL COMPA	58570012	ACFX	38528
18	FINA OIL AND CHEMICAL COMPA	58570012	ACFX	38529
18 Count				11
357	MOBIL OIL CORPORATION	5921	ACFX	38594
357	MOBIL OIL CORPORATION	5921	ACFX	38930
357	MOBIL OIL CORPORATION	50400019	ACFX	38667
357 Count				3
455	PHILLIPS PETROLEUM COMPANY	6011	ACFX	38536
455	PHILLIPS PETROLEUM COMPANY	6011	ACFX	38888
455	PHILLIPS PETROLEUM COMPANY	6011	ACFX	38895
455	PHILLIPS PETROLEUM COMPANY	6011	ACFX	38898
455	PHILLIPS PETROLEUM COMPANY	6011	ACFX	38903
455 Count				5
480	REICHHOLD CHEMICALS INCORPO	6357	ACFX	76994
480 Count				1
485	REXENE COMPANY	50570010	ACFX	39483
485	REXENE COMPANY	50570010	ACFX	39484
485	REXENE COMPANY	50570010	ACFX	39486
485	REXENE COMPANY	50570010	ACFX	39490
485	REXENE COMPANY	50570010	ACFX	39491
485	REXENE COMPANY	50570010	ACFX	39556
485	REXENE COMPANY	50570010	ACFX	39557
485	REXENE COMPANY	50570010	ACFX	39560
485	REXENE COMPANY	50570010	ACFX	39561
485	REXENE COMPANY	50570010	ACFX	39562
485	REXENE COMPANY	50570010	ACFX	39563
485	REXENE COMPANY	50570010	ACFX	39566
485	REXENE COMPANY	50570015	ACFX	38885
485	REXENE COMPANY	50570016	ACFX	38325
485	REXENE COMPANY	50570016	ACFX	38327
485	REXENE COMPANY	50570016	ACFX	38331
485	REXENE COMPANY	50570016	ACFX	38889
485	REXENE COMPANY	50570016	ACFX	38904
485	REXENE COMPANY	50570016	ACFX	38909
485	REXENE COMPANY	50570016	ACFX	38929
485	REXENE COMPANY	50570026	ACFX	38652
485	REXENE COMPANY	50570026	ACFX	38925
485 Count				22
493	ROHM & HAAS COMPANY	3667	ACFX	38969

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**SCHEDULE II
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES**

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Lessee Code	Lessee	Contract	Rptg Mark	Car Number
493	ROHM & HAAS COMPANY	3667	ACFX	38970
493	ROHM & HAAS COMPANY	3667	ACFX	38971
493	ROHM & HAAS COMPANY	3667	ACFX	38972
493	ROHM & HAAS COMPANY	3667	ACFX	38973
493	ROHM & HAAS COMPANY	3667	ACFX	38974
493	ROHM & HAAS COMPANY	3667	ACFX	38975
493	ROHM & HAAS COMPANY	3667	ACFX	38976
493	ROHM & HAAS COMPANY	3667	ACFX	38977
493	ROHM & HAAS COMPANY	3667	ACFX	38978
493	ROHM & HAAS COMPANY	3667	ACFX	38979
493	ROHM & HAAS COMPANY	3734	ACFX	39161
493	ROHM & HAAS COMPANY	3734	ACFX	39162
493 Count				13
536	SHINTECH INCORPORATED	5968	ACFX	38555
536	SHINTECH INCORPORATED	5968	ACFX	38559
536	SHINTECH INCORPORATED	5968	ACFX	38570
536	SHINTECH INCORPORATED	5968	ACFX	38571
536	SHINTECH INCORPORATED	5968	ACFX	38576
536	SHINTECH INCORPORATED	5968	ACFX	38577
536	SHINTECH INCORPORATED	5968	ACFX	38586
536	SHINTECH INCORPORATED	5968	ACFX	38593
536	SHINTECH INCORPORATED	5968	ACFX	38595
536	SHINTECH INCORPORATED	5968	ACFX	38596
536	SHINTECH INCORPORATED	5968	ACFX	38607
536	SHINTECH INCORPORATED	5968	ACFX	38610
536	SHINTECH INCORPORATED	5968	ACFX	38661
536	SHINTECH INCORPORATED	5968	ACFX	38924
536 Count				14
Grand Count				69

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SCHEDULE I
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

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Lessee Code	Lessee	Contract	Rptg Mark	Car Number
14	ARCADIAN FERTILIZER, L. P.	5422	ACFX	81071
14	ARCADIAN FERTILIZER, L. P.	5422	ACFX	81645
14	ARCADIAN FERTILIZER, L. P.	5422	ACFX	82645
14	ARCADIAN FERTILIZER, L. P.	5422	ACFX	82649
14	ARCADIAN FERTILIZER, L. P.	5422	ACFX	88583
14	ARCADIAN FERTILIZER, L. P.	5824	ACFX	82010
14	ARCADIAN FERTILIZER, L. P.	5824	ACFX	82207
14	ARCADIAN FERTILIZER, L. P.	5824	ACFX	82260
14	ARCADIAN FERTILIZER, L. P.	5824	ACFX	82357
14	ARCADIAN FERTILIZER, L. P.	5824	ACFX	82447
14	ARCADIAN FERTILIZER, L. P.	5824	ACFX	82504
14	ARCADIAN FERTILIZER, L. P.	5824	ACFX	82540
14	ARCADIAN FERTILIZER, L. P.	5824	ACFX	82579
14	ARCADIAN FERTILIZER, L. P.	5824	ACFX	82581
14	ARCADIAN FERTILIZER, L. P.	5824	ACFX	82583
14	ARCADIAN FERTILIZER, L. P.	5824	ACFX	82605
14	ARCADIAN FERTILIZER, L. P.	5824	ACFX	82640
14	ARCADIAN FERTILIZER, L. P.	5824	ACFX	88725
14 Count				18
16	AMERIGAS PROPANE, INC.	6043	ACFX	17032
16	AMERIGAS PROPANE, INC.	6043	ACFX	17033
16	AMERIGAS PROPANE, INC.	6043	ACFX	17034
16	AMERIGAS PROPANE, INC.	6043	ACFX	17035
16	AMERIGAS PROPANE, INC.	6043	ACFX	17036
16	AMERIGAS PROPANE, INC.	6043	ACFX	17037
16	AMERIGAS PROPANE, INC.	6043	ACFX	17902
16	AMERIGAS PROPANE, INC.	6043	ACFX	17903
16	AMERIGAS PROPANE, INC.	6043	ACFX	18902
16	AMERIGAS PROPANE, INC.	9644	ACFX	17041
16	AMERIGAS PROPANE, INC.	9644	ACFX	17118
16	AMERIGAS PROPANE, INC.	9644	ACFX	17205
16	AMERIGAS PROPANE, INC.	9644	ACFX	17264
16	AMERIGAS PROPANE, INC.	9644	ACFX	17267
16	AMERIGAS PROPANE, INC.	9644	ACFX	17283
16	AMERIGAS PROPANE, INC.	9644	ACFX	17284
16	AMERIGAS PROPANE, INC.	9644	ACFX	17321
16	AMERIGAS PROPANE, INC.	9644	ACFX	17322
16	AMERIGAS PROPANE, INC.	9644	ACFX	17326
16	AMERIGAS PROPANE, INC.	9644	ACFX	18761
16 Count				20
66	BUNGE CORPORATION	5877	ACFX	52347
66	BUNGE CORPORATION	5877	ACFX	52355
66	BUNGE CORPORATION	5877	ACFX	52443
66	BUNGE CORPORATION	5877	ACFX	52455
66	BUNGE CORPORATION	5877	ACFX	52461
66	BUNGE CORPORATION	5877	ACFX	52462
66	BUNGE CORPORATION	5877	ACFX	52463
66	BUNGE CORPORATION	5877	ACFX	52499

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SCHEDULE I
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

2

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
66	BUNGE CORPORATION	5877	ACFX	52504
66	BUNGE CORPORATION	5877	ACFX	52520
66	BUNGE CORPORATION	5877	ACFX	52533
66	BUNGE CORPORATION	5877	ACFX	52599
66	BUNGE CORPORATION	5877	ACFX	52602
66	BUNGE CORPORATION	5877	ACFX	52607
66	BUNGE CORPORATION	5877	ACFX	52615
66	BUNGE CORPORATION	5877	ACFX	52654
66	BUNGE CORPORATION	5877	ACFX	52655
66	BUNGE CORPORATION	5877	ACFX	52839
66	BUNGE CORPORATION	5877	ACFX	52843
66	BUNGE CORPORATION	5877	ACFX	52846
66	BUNGE CORPORATION	5877	ACFX	52847
66	BUNGE CORPORATION	5877	ACFX	52859
66	BUNGE CORPORATION	5877	ACFX	52864
66	BUNGE CORPORATION	5877	ACFX	52867
66	BUNGE CORPORATION	5877	ACFX	52869
66	BUNGE CORPORATION	5877	ACFX	52871
66	BUNGE CORPORATION	5877	ACFX	52875
66	BUNGE CORPORATION	5877	ACFX	52895
66	BUNGE CORPORATION	5877	ACFX	52897
66	BUNGE CORPORATION	5877	ACFX	52898
66	BUNGE CORPORATION	5877	ACFX	52899
66	BUNGE CORPORATION	5935	ACFX	46432
66	BUNGE CORPORATION	5935	ACFX	46445
66	BUNGE CORPORATION	5935	ACFX	46495
66	BUNGE CORPORATION	5935	ACFX	46501
66	BUNGE CORPORATION	5935	ACFX	46506
66	BUNGE CORPORATION	5935	ACFX	46786
66 Count				37
79	AIR LIQUIDE AMERICA CORPORA	7346	ACFX	85238
79	AIR LIQUIDE AMERICA CORPORA	7346	ACFX	85240
79	AIR LIQUIDE AMERICA CORPORA	7346	ACFX	85242
79	AIR LIQUIDE AMERICA CORPORA	7346	ACFX	85243
79	AIR LIQUIDE AMERICA CORPORA	7346	ACFX	85244
79	AIR LIQUIDE AMERICA CORPORA	7346	ACFX	85245
79	AIR LIQUIDE AMERICA CORPORA	7346	ACFX	85247
79	AIR LIQUIDE AMERICA CORPORA	7346	ACFX	85248
79 Count				8
91	CHEMICAL PRODUCTS CORPORATI	58100004	ACFX	61295
91	CHEMICAL PRODUCTS CORPORATI	58100004	ACFX	61306
91	CHEMICAL PRODUCTS CORPORATI	58100004	ACFX	61316
91	CHEMICAL PRODUCTS CORPORATI	58100005	ACFX	61302
91	CHEMICAL PRODUCTS CORPORATI	58100005	ACFX	63420
91	CHEMICAL PRODUCTS CORPORATI	58100023	ACFX	63624
91	CHEMICAL PRODUCTS CORPORATI	58100023	ACFX	63625
91 Count				7
92	C F INDUSTRIES INCORPORATED	6151	ACFX	16918

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SCHEDULE I
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

3

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
92	C F INDUSTRIES INCORPORATED	6151	ACFX	16950
92	C F INDUSTRIES INCORPORATED	6151	ACFX	16951
92	C F INDUSTRIES INCORPORATED	6151	ACFX	16953
92	C F INDUSTRIES INCORPORATED	6151	ACFX	18673
92	C F INDUSTRIES INCORPORATED	6151	ACFX	18674
92	C F INDUSTRIES INCORPORATED	6151	ACFX	18675
92	C F INDUSTRIES INCORPORATED	6151	ACFX	18680
92	C F INDUSTRIES INCORPORATED	6151	ACFX	18682
92	C F INDUSTRIES INCORPORATED	6151	ACFX	18783
92	C F INDUSTRIES INCORPORATED	6151	ACFX	18785
92	C F INDUSTRIES INCORPORATED	6151	ACFX	18786
92	C F INDUSTRIES INCORPORATED	6151	ACFX	18787
92	C F INDUSTRIES INCORPORATED	6151	ACFX	18788
92 Count				14
132	DARLING INTERNATIONAL INC.	6512	ACFX	52213
132	DARLING INTERNATIONAL INC.	6512	ACFX	52251
132	DARLING INTERNATIONAL INC.	6512	ACFX	52289
132	DARLING INTERNATIONAL INC.	6512	ACFX	52343
132	DARLING INTERNATIONAL INC.	6512	ACFX	52582
132	DARLING INTERNATIONAL INC.	6512	ACFX	54645
132 Count				6
231	AMOCO CANADA PETROLEUM COMP	6412	ACFX	17101
231	AMOCO CANADA PETROLEUM COMP	6412	ACFX	17103
231	AMOCO CANADA PETROLEUM COMP	6412	ACFX	17106
231	AMOCO CANADA PETROLEUM COMP	6412	ACFX	17108
231	AMOCO CANADA PETROLEUM COMP	6412	ACFX	17110
231	AMOCO CANADA PETROLEUM COMP	6412	ACFX	17111
231	AMOCO CANADA PETROLEUM COMP	6412	ACFX	17113
231	AMOCO CANADA PETROLEUM COMP	6412	ACFX	17124
231	AMOCO CANADA PETROLEUM COMP	6412	ACFX	17129
231	AMOCO CANADA PETROLEUM COMP	6412	ACFX	17130
231	AMOCO CANADA PETROLEUM COMP	6412	ACFX	17182
231	AMOCO CANADA PETROLEUM COMP	6412	ACFX	17362
231	AMOCO CANADA PETROLEUM COMP	6412	ACFX	17682
231 Count:				13
263	OCCIDENTAL CHEMICAL CORPORA	48860002	ACFX	82144
263	OCCIDENTAL CHEMICAL CORPORA	48860002	ACFX	82146
263	OCCIDENTAL CHEMICAL CORPORA	48860002	ACFX	82312
263	OCCIDENTAL CHEMICAL CORPORA	48860002	ACFX	82315
263	OCCIDENTAL CHEMICAL CORPORA	48860002	ACFX	82317
263	OCCIDENTAL CHEMICAL CORPORA	48860002	ACFX	82489
263	OCCIDENTAL CHEMICAL CORPORA	48860003	ACFX	82483
263	OCCIDENTAL CHEMICAL CORPORA	48860003	ACFX	82484
263	OCCIDENTAL CHEMICAL CORPORA	48860003	ACFX	82582
263	OCCIDENTAL CHEMICAL CORPORA	48860003	ACFX	82586
263 Count				10
326	HUNTSMAN CHEMICAL COMPANY	6210	ACFX	57735
326	HUNTSMAN CHEMICAL COMPANY	6210	ACFX	58253

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SCHEDULE I
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

4

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
326	HUNTSMAN CHEMICAL COMPANY	6210	ACFX	58269
326	HUNTSMAN CHEMICAL COMPANY	6210	ACFX	58312
326	HUNTSMAN CHEMICAL COMPANY	6526	ACFX	55276
326	HUNTSMAN CHEMICAL COMPANY	6526	ACFX	58038
326	HUNTSMAN CHEMICAL COMPANY	6526	ACFX	58250
326 Count				7
334	MONTELL USA INC.	48740004	ACFX	52201
334	MONTELL USA INC.	48740004	ACFX	52204
334	MONTELL USA INC.	48740004	ACFX	52208
334	MONTELL USA INC.	48740004	ACFX	52290
334	MONTELL USA INC.	48740004	ACFX	52482
334	MONTELL USA INC.	48740004	ACFX	52580
334	MONTELL USA INC.	48740004	ACFX	52823
334	MONTELL USA INC.	48740004	ACFX	52828
334	MONTELL USA INC.	48740004	ACFX	52964
334	MONTELL USA INC.	48740004	ACFX	53045
334	MONTELL USA INC.	48740004	ACFX	53158
334	MONTELL USA INC.	48740004	ACFX	53254
334	MONTELL USA INC.	48740004	ACFX	53324
334	MONTELL USA INC.	48740004	ACFX	53509
334	MONTELL USA INC.	48740004	ACFX	53532
334	MONTELL USA INC.	48740004	ACFX	53752
334	MONTELL USA INC.	48740004	ACFX	53851
334	MONTELL USA INC.	48740004	ACFX	53882
334	MONTELL USA INC.	48740004	ACFX	53883
334	MONTELL USA INC.	48740004	ACFX	53910
334	MONTELL USA INC.	48740004	ACFX	53976
334	MONTELL USA INC.	48740004	ACFX	53978
334	MONTELL USA INC.	48740004	ACFX	53980
334	MONTELL USA INC.	48740004	ACFX	53981
334	MONTELL USA INC.	48740004	ACFX	54058
334	MONTELL USA INC.	48740004	ACFX	54059
334	MONTELL USA INC.	48740004	ACFX	54060
334	MONTELL USA INC.	48740004	ACFX	54061
334	MONTELL USA INC.	48740004	ACFX	54064
334	MONTELL USA INC.	48740004	ACFX	54066
334	MONTELL USA INC.	48740004	ACFX	54067
334	MONTELL USA INC.	48740004	ACFX	54173
334	MONTELL USA INC.	48740004	ACFX	54318
334	MONTELL USA INC.	48740004	ACFX	54390
334	MONTELL USA INC.	48740004	ACFX	54392
334	MONTELL USA INC.	48740004	ACFX	54398
334	MONTELL USA INC.	48740004	ACFX	54405
334	MONTELL USA INC.	48740004	ACFX	54406
334	MONTELL USA INC.	48740004	ACFX	54407
334	MONTELL USA INC.	48740004	ACFX	54408
334	MONTELL USA INC.	48740004	ACFX	54410
334	MONTELL USA INC.	48740004	ACFX	54411

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SCHEDULE I
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EQUIPMENT AND LEASES

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Lessee Code	Lessee	Contract	Rptg Mark	Car Number
334	MONTELL USA INC.	48740004	ACFX	54412
334	MONTELL USA INC.	48740004	ACFX	54426
334	MONTELL USA INC.	48740004	ACFX	54431
334	MONTELL USA INC.	48740004	ACFX	54436
334	MONTELL USA INC.	48740004	ACFX	54442
334	MONTELL USA INC.	48740004	ACFX	54445
334	MONTELL USA INC.	48740004	ACFX	54450
334	MONTELL USA INC.	48740004	ACFX	54451
334	MONTELL USA INC.	48740004	ACFX	54454
334	MONTELL USA INC.	48740004	ACFX	54466
334	MONTELL USA INC.	48740004	ACFX	54467
334	MONTELL USA INC.	48740004	ACFX	54468
334	MONTELL USA INC.	48740004	ACFX	54472
334	MONTELL USA INC.	48740004	ACFX	54479
334	MONTELL USA INC.	48740004	ACFX	54499
334	MONTELL USA INC.	48740004	ACFX	54516
334 Count:				58
601	QUANTUM CHEMICAL CORPORATIO	4939	ACFX	11951
601	QUANTUM CHEMICAL CORPORATIO	4939	ACFX	11957
601	QUANTUM CHEMICAL CORPORATIO	4939	ACFX	11960
601	QUANTUM CHEMICAL CORPORATIO	4939	ACFX	11965
601	QUANTUM CHEMICAL CORPORATIO	4939	ACFX	11976
601	QUANTUM CHEMICAL CORPORATIO	4939	ACFX	11977
601	QUANTUM CHEMICAL CORPORATIO	4939	ACFX	14770
601	QUANTUM CHEMICAL CORPORATIO	4939	ACFX	14798
601	QUANTUM CHEMICAL CORPORATIO	4939	ACFX	16153
601	QUANTUM CHEMICAL CORPORATIO	4939	ACFX	16215
601	QUANTUM CHEMICAL CORPORATIO	4939	ACFX	16218
601	QUANTUM CHEMICAL CORPORATIO	4939	ACFX	16220
601 Count				12
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	88191
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	86023
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	86043
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	86046
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	86051
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	86052
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	86054
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	86055
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	86057
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	86058
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	86060
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	88057
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	88060
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	88064
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	88099
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	88160
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	88173
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	88179

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SCHEDULE I
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EQUIPMENT AND LEASES

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Lessee Code	Lessee	Contract	Rptg Mark	Car Number
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	88185
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	88190
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	88194
1459	PHIBRO ENERGY USA, INC.	5782	ACFX	88200
1459 Count				22
1605	ZEON CHEMICALS INCORPORATED	5526	ACFX	17119
1605	ZEON CHEMICALS INCORPORATED	5526	ACFX	17122
1605	ZEON CHEMICALS INCORPORATED	5526	ACFX	17123
1605	ZEON CHEMICALS INCORPORATED	5526	ACFX	17179
1605	ZEON CHEMICALS INCORPORATED	5526	ACFX	17180
1605 Count				5
1627	KINETIC RESOURCES (LPG)	2627	ACFX	16998
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17430
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17431
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17433
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17435
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17439
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17442
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17447
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17690
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17691
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17693
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17700
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17714
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17718
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17726
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17727
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17731
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17733
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17734
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17737
1627	KINETIC RESOURCES (LPG)	2627	ACFX	17740
1627 Count				21
Grand Count				258