

0100539072

19111-D, E+F

FEB 27 1995

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.
20006-2973
(202) 393-2266
FAX (202) 393-2156

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

OF COUNSEL
URBAN A. LESTER

February 27, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECEIVED
OFFICE OF THE
SECRETARY
FEB 27 3 14 PM '95
LICENSING BRANCH

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) executed copies of a Second Amendment to Security Agreement-Trust Deed, dated as of February 27, 1995, a Bill of Sale and an Assignment and Assumption Agreement, also dated as of February 27, 1995, all being secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to the Security Agreement-Trust Deed duly filed with the Commission under Recordation Number 19111.

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

Second Amendment

Debtor: AKF Corp.
Bank of America Plaza
300 South 4th Street, Suite 1100
Las Vegas, Nevada 89101

Secured Party: Internationale Nederlanden (U.S.) Capital
Corporation
135 East 57th Street
New York, New York 10022-2101

Counterparts - Williams

Mr. Vernon A. Williams
February 27, 1995
Page 2

A description of the railroad equipment being RELEASED from the Security Agreement is set forth in Annex A attached to the Second Amendment.

Bill of Sale

Transferor: AKF Corp.
Bank of America Plaza
300 South 4th Street, Suite 1100
Las Vegas, Nevada 89101

Transferee: ACF Industries, Incorporated
2201 Rider Trail
Earth City, Missouri 63045-1383

Assignment and Assumption Agreement

Transferor: AKF Corp.
Bank of America Plaza
300 South 4th Street, Suite 1100
Las Vegas, Nevada 89101

Transferee: ACF Industries, Incorporated
2201 Rider Trail
Earth City, Missouri 63045-1383

A description of the railroad equipment covered by the Bill of Sale and Assignment and Assumption Agreement is set forth on Annex A to both documents.

Also enclosed is a check in the amount of \$63.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

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

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

2/27/95

Office Of The Secretary

Robert 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 2/27/95 at 3:15PM, and assigned recordation number(s). 19111-D, 19111-E and 19111-F.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100539072)

\$ 63.00 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

EXECUTION COPY

1911-D

FEB 27 1995

SECOND AMENDMENT
TO
SECURITY AGREEMENT - TRUST DEED,

dated as of February 27, 1995

between

AKF CORP.

and

INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION

SECOND AMENDMENT
TO
SECURITY AGREEMENT - TRUST DEED

THIS SECOND AMENDMENT TO SECURITY AGREEMENT - TRUST DEED, dated as of February 27, 1995 (this "Amendment"), is made between AKF Corp., a Delaware corporation (the "Debtor"), and INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION (the "Secured Party").

W I T N E S S E T H:

WHEREAS, the Debtor and the Secured Party have heretofore entered into a certain Security Agreement - Trust Deed, dated as of December 21, 1994 (as amended prior hereto, the "Security Agreement"); and

WHEREAS, the Debtor and the Secured Party have agreed, subject to the conditions and terms hereinafter set forth, to amend the Security Agreement in certain respects as herein provided;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Use of Defined Terms. Unless otherwise defined or the context otherwise requires, terms for which meanings are provided in the Security Agreement shall have such meanings when used in this Amendment.

ARTICLE II

AMENDMENTS

SECTION 2.1. Amendment to Annex A to Security Agreement. Effective as of the date herof, Annex A to the Security Agreement is hereby amended by the deletion of the Cars listed on Annex A hereto. Each reference to Annex A in the Security Agreement

shall be deemed to refer to such Annex as amended by Annex A hereto.

SECTION 2.2. Amendment to Annex B to Security Agreement. Effective as of the date hereof, Annex B to the Security Agreement is hereby amended by the deletion of the Equipment Leases listed on Annex B hereto. Each reference to Annex B in the Security Agreement shall be deemed to refer to such Annex as amended by Annex B hereto.

ARTICLE III

REAFFIRMATION OF SECURITY INTEREST

SECTION 3.1. Reaffirmation. The Debtor, in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and in order to secure the prompt payment in full and when due (whether at stated maturity, by acceleration or mandatory prepayment or otherwise) of the Secured Obligations, has granted, and does hereby grant, to the Secured Party and its successors and assigns, a lien on and the security interest in all of the Debtor's right, title and interest in, to and under the Collateral.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

In order to induce the Secured Party to enter into this Amendment, the Debtor represents and warrants unto the Secured Party as set forth in this Article IV.

SECTION 4.1. Due Authorization, Non-Contravention, etc. The execution, delivery and performance by the Debtor of this Amendment are within the Debtor's corporate powers, have been duly authorized by all necessary corporate action, and do not

(a) contravene the Debtor's certificate of incorporation or by-laws; or

(b) contravene any contractual restriction, law or governmental regulation or court decree or order binding on or affecting the Debtor.

SECTION 4.2. Government Approval, Regulation, etc. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or

other person or entity is required for the due execution, delivery or performance by the Debtor of this Amendment.

SECTION 4.3. Validity, etc. This Amendment constitutes the legal, valid and binding obligation of the Debtor enforceable against it in accordance with its terms.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.1. Ratification of and References to the Security Agreement. This Amendment shall be deemed to be an amendment to the Security Agreement, and the Security Agreement, as amended hereby, is hereby ratified, approved and confirmed in each and every respect. All references to the Security Agreement in any other document, instrument, agreement or writing shall hereafter be deemed to refer to the Security Agreement as amended hereby.

SECTION 5.2. Headings. The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or any provisions hereof.

SECTION 5.3. Execution in Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 5.4. Governing Law. **THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE; AND THE SECURED PARTY SHALL BE ENTITLED TO THE BENEFITS OF THE RECORDING SYSTEM CONFERRED BY 49 U.S.C. SECTION 11303 AND SUCH ADDITIONAL RIGHTS, ARISING OUT OF THE FILING OR RECORDING WITH RESPECT THERETO.**

[The rest of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized.

AKF CORP

By *Umesh Choksi*
Name: Umesh Choksi
Title: Senior Vice President

State of Missouri)
) ss:
County of St. Louis)

On this 24th day of Feb 1995, before me personally came Umesh Choksi, to me known, who being by me duly sworn, did depose and say that he resides in St. Louis, Missouri, that he is the Senior Vice President of AKF Corp., the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the board of directors of said corporation.

Nancy Collins
Notary Public

NANCY COLLINS
NOTARY PUBLIC—STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES AUG. 2, 1996

[Signature Page to
Amendment to Security Agreement]

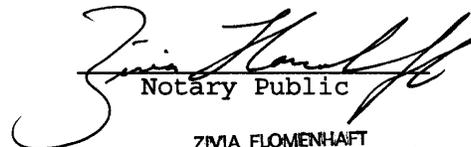
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized.

**INTERNATIONALE NEDERLANDEN
(U.S.) CAPITAL CORPORATION**

By 
Name:
Title:

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

On this 24 day of February, before me personally came Kenneth Bradt, to me known, who being by me duly sworn, did depose and say that he resides at 135 East 57th Street, New York, New York 10022, that he is Managing Director of Internationale Nederlanden (U.S.) Capital Corporation, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the board of directors of said corporation.


Notary Public

ZIVIA FLOMENHAFT
Notary Public, State of New York
No. 31-5013239
Qualified in New York County
Commission Expires July 15, 1995

23-Feb-95

ANNEX A

ACFX	38380	ACFX	38693	ACFX	39039
ACFX	38381	ACFX	38694	ACFX	39040
ACFX	38382	ACFX	38695	ACFX	39041
ACFX	38383	ACFX	38696	ACFX	39042
ACFX	38384	ACFX	38697	ACFX	39043
ACFX	38385	ACFX	38698	ACFX	39044
ACFX	38386	ACFX	38699	ACFX	39045
ACFX	38387	ACFX	38700	ACFX	39046
ACFX	38388	ACFX	38701	ACFX	39047
ACFX	38404	ACFX	38702	ACFX	39048
ACFX	38405	ACFX	38703	ACFX	39049
ACFX	38406	ACFX	38704	ACFX	39050
ACFX	38408	ACFX	38705	ACFX	39051
ACFX	38409	ACFX	38762	ACFX	39052
ACFX	38410	ACFX	38763	ACFX	39053
ACFX	38411	ACFX	38765	ACFX	39054
ACFX	38412	ACFX	38766	ACFX	39055
ACFX	38413	ACFX	38771	ACFX	39056
ACFX	38414	ACFX	38773	ACFX	39057
ACFX	38415	ACFX	38775	ACFX	39058
ACFX	38416	ACFX	38938	ACFX	39059
ACFX	38417	ACFX	38939	ACFX	39060
ACFX	38419	ACFX	38940	ACFX	39061
ACFX	38420	ACFX	38941	ACFX	39062
ACFX	38421	ACFX	38942	ACFX	39063
ACFX	38422	ACFX	38943	ACFX	39064
ACFX	38423	ACFX	38944	ACFX	39065
ACFX	38424	ACFX	38945	ACFX	39066
ACFX	38425	ACFX	38946	ACFX	39067
ACFX	38426	ACFX	38947	ACFX	39068
ACFX	38427	ACFX	38948	ACFX	39069
ACFX	38428	ACFX	38949	ACFX	39070
ACFX	38429	ACFX	38950	ACFX	39071
ACFX	38430	ACFX	38951	ACFX	39072
ACFX	38431	ACFX	38952	ACFX	39073
ACFX	38432	ACFX	38953	ACFX	39074
ACFX	38433	ACFX	38954	ACFX	39075
ACFX	38680	ACFX	38955	ACFX	39076
ACFX	38681	ACFX	38956	ACFX	39077
ACFX	38682	ACFX	38966	ACFX	39078
ACFX	38683	ACFX	38967	ACFX	39079
ACFX	38684	ACFX	38968	ACFX	39080
ACFX	38685	ACFX	39031	ACFX	39081
ACFX	38686	ACFX	39032	ACFX	39082
ACFX	38687	ACFX	39033	ACFX	39083
ACFX	38688	ACFX	39034	ACFX	39084
ACFX	38689	ACFX	39035	ACFX	39085
ACFX	38690	ACFX	39036	ACFX	39086
ACFX	38691	ACFX	39037	ACFX	39087
ACFX	38692	ACFX	39038	ACFX	39088

23-Feb-95

ANNEX A

ACFX	39089	ACFX	40347	ACFX	76764
ACFX	39090	ACFX	40348	ACFX	76765
ACFX	39091	ACFX	40349	ACFX	76766
ACFX	39092	ACFX	40350	ACFX	76767
ACFX	39093	ACFX	40351	ACFX	76768
ACFX	39094	ACFX	40352	ACFX	76769
ACFX	39095	ACFX	40353	ACFX	76770
ACFX	39096	ACFX	59922	ACFX	76771
ACFX	39097	ACFX	59967	ACFX	76772
ACFX	39098	ACFX	59968	ACFX	76773
ACFX	39099	ACFX	59969	ACFX	76774
ACFX	39101	ACFX	59970	ACFX	76775
ACFX	39102	ACFX	59971	ACFX	76776
ACFX	39103	ACFX	59972	ACFX	76777
ACFX	39104	ACFX	59973	ACFX	76778
ACFX	39105	ACFX	59974	ACFX	76779
ACFX	39193	ACFX	59975	ACFX	76780
ACFX	39194	ACFX	59976	ACFX	76806
ACFX	39195	ACFX	59977		
ACFX	39478	ACFX	59978		
ACFX	39480	ACFX	59979		
ACFX	39482	ACFX	59980		
ACFX	39485	ACFX	59981		
ACFX	39487	ACFX	59982		
ACFX	39488	ACFX	59983		
ACFX	39489	ACFX	59984		
ACFX	39553	ACFX	59985		
ACFX	39555	ACFX	71097		
ACFX	39558	ACFX	71100		
ACFX	39559	ACFX	76709		
ACFX	39564	ACFX	76710		
ACFX	40328	ACFX	76711		
ACFX	40329	ACFX	76712		
ACFX	40330	ACFX	76713		
ACFX	40331	ACFX	76714		
ACFX	40332	ACFX	76715		
ACFX	40333	ACFX	76716		
ACFX	40334	ACFX	76718		
ACFX	40335	ACFX	76719		
ACFX	40336	ACFX	76720		
ACFX	40337	ACFX	76721		
ACFX	40338	ACFX	76722		
ACFX	40339	ACFX	76723		
ACFX	40340	ACFX	76724		
ACFX	40341	ACFX	76725		
ACFX	40342	ACFX	76726		
ACFX	40343	ACFX	76727		
ACFX	40344	ACFX	76761		
ACFX	40345	ACFX	76762		
ACFX	40346	ACFX	76763		

268 Cars

ANNEX B

LESSEE CODE	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
119	CEREAAL FOOD PROCESSORS, INC	5380	ACFX038950	H	1985	07/01/90	06/30/95	
	CEREAAL FOOD PROCESSORS, INC		ACFX038952	H	1985	07/01/90	06/30/95	
	CEREAAL FOOD PROCESSORS, INC		ACFX039478	H	1985	07/01/90	06/30/95	
119	CEREAAL FOOD PROCESSORS, INC	5436	ACFX038951	H	1985	10/01/90	09/30/95	
	CEREAAL FOOD PROCESSORS, INC		ACFX038953	H	1985	10/01/90	09/30/95	
	CEREAAL FOOD PROCESSORS, INC		ACFX038954	H	1985	10/01/90	09/30/95	
	CEREAAL FOOD PROCESSORS, INC		ACFX038956	H	1985	10/01/90	09/30/95	
119								7
211	AKZO NOBEL CHEMICALS INC.	45100026	ACFX076715	T	1984	04/01/90	03/31/95	
	AKZO NOBEL CHEMICALS INC.		ACFX076716	T	1984	04/01/90	03/31/95	
	AKZO NOBEL CHEMICALS INC.		ACFX076721	T	1984	04/01/90	03/31/95	
	AKZO NOBEL CHEMICALS INC.		ACFX076724	T	1985	04/01/90	03/31/95	
	AKZO NOBEL CHEMICALS INC.		ACFX076725	T	1985	04/01/90	03/31/95	
	AKZO NOBEL CHEMICALS INC.		ACFX076726	T	1985	04/01/90	03/31/95	
	AKZO NOBEL CHEMICALS INC.		ACFX076727	T	1985	04/01/90	03/31/95	
211	AKZO NOBEL CHEMICALS INC.	45100044	ACFX059922	H	1984	07/01/92	06/30/96	
211								8
228	W R GRACE AND COMPANY	5990	ACFX038763	H	1985	02/01/94	12/31/98	
228								1
230	GRAIN PROCESSING CORP	3563	ACFX059967	H	1985	06/01/90	05/31/95	
	GRAIN PROCESSING CORP		ACFX059968	H	1985	06/01/90	05/31/95	
	GRAIN PROCESSING CORP		ACFX059969	H	1985	06/01/90	05/31/95	
	GRAIN PROCESSING CORP		ACFX059970	H	1985	06/01/90	05/31/95	
	GRAIN PROCESSING CORP		ACFX059971	H	1985	06/01/90	05/31/95	
	GRAIN PROCESSING CORP		ACFX059972	H	1985	06/01/90	05/31/95	
	GRAIN PROCESSING CORP		ACFX059973	H	1985	06/01/90	05/31/95	
	GRAIN PROCESSING CORP		ACFX059974	H	1985	06/01/90	05/31/95	
	GRAIN PROCESSING CORP		ACFX059975	H	1985	06/01/90	05/31/95	
	GRAIN PROCESSING CORP		ACFX059976	H	1985	06/01/90	05/31/95	
	GRAIN PROCESSING CORP		ACFX059977	H	1985	06/01/90	05/31/95	
	GRAIN PROCESSING CORP		ACFX059978	H	1985	06/01/90	05/31/95	
	GRAIN PROCESSING CORP		ACFX059979	H	1985	06/01/90	05/31/95	
	GRAIN PROCESSING CORP		ACFX059980	H	1985	06/01/90	05/31/95	
	GRAIN PROCESSING CORP		ACFX059981	H	1985	06/01/90	05/31/95	
	GRAIN PROCESSING CORP		ACFX059982	H	1985	06/01/90	05/31/95	

ANNEX B

LESSEE CODE	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
437	NOVA ENERGY SYSTEMS INC.	3446	ACFX038380	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038381	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038382	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038383	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038384	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038385	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038386	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038387	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038404	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038405	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038406	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038408	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038409	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038410	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038411	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038412	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038413	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038414	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038415	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038416	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038417	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038419	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038420	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038421	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038422	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038423	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038424	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038425	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038426	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038427	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038428	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038429	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038430	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038431	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038432	H	1984	02/01/85	01/31/2000	
	NOVA ENERGY SYSTEMS INC.		ACFX038433	H	1984	02/01/85	01/31/2000	

ANNEX B

LESSEE CODE	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038680	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038681	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038682	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038683	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038684	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038685	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038686	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038687	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038688	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038689	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038690	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038691	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038692	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038693	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038694	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038695	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038696	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038697	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038698	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038699	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038700	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038701	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038702	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038703	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038704	H	1985	02/01/85	01/31/2000	
NOVA ENERGY SYSTEMS INC.	NOVA ENERGY SYSTEMS INC.		ACFX038705	H	1985	02/01/85	01/31/2000	
437								
547	NOVACOR CHEMICALS INC.	3716	ACFX039080	H	1985	09/01/90	08/31/95	
	NOVACOR CHEMICALS INC.		ACFX039081	H	1985	09/01/90	08/31/95	
	NOVACOR CHEMICALS INC.		ACFX039082	H	1985	09/01/90	08/31/95	
	NOVACOR CHEMICALS INC.		ACFX039083	H	1985	09/01/90	08/31/95	
	NOVACOR CHEMICALS INC.		ACFX039084	H	1985	09/01/90	08/31/95	
	NOVACOR CHEMICALS INC.		ACFX039085	H	1985	09/01/90	08/31/95	
	NOVACOR CHEMICALS INC.		ACFX039086	H	1985	09/01/90	08/31/95	
	NOVACOR CHEMICALS INC.		ACFX039087	H	1985	09/01/90	08/31/95	
	NOVACOR CHEMICALS INC.		ACFX039088	H	1985	09/01/90	08/31/95	
	NOVACOR CHEMICALS INC.		ACFX039089	H	1985	09/01/90	08/31/95	

ANNEX B

LESSEE CODE	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	EFFECTIVE DATE	LEASE EXPIRATION DATE	LEASE TOTAL CARS
601	QUANTUM CHEMICAL CORPORATION	3712	ACFX039031	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039032	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039033	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039034	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039035	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039036	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039037	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039038	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039039	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039040	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039041	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039042	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039043	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039044	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039045	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039046	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039047	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039048	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039049	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039050	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039051	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039052	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039053	H	1985	11/01/90	10/31/95	
586	THEIE KAOLIN COMPANY		ACFX076780	T	1985	06/01/90	05/31/95	

ANNEX B

LESSEE CODE	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
601	QUANTUM CHEMICAL CORPORATION	3749	ACFX039054	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039055	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039056	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039057	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039058	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039059	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039060	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039061	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039062	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039063	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039064	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039065	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039066	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039067	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039068	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039069	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039070	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039071	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039072	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039073	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039074	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039075	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039076	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039077	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039078	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039079	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039193	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039194	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX039195	H	1985	11/01/90	10/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040328	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040329	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040330	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040331	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040332	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040333	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040334	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040335	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040336	H	1985	01/01/91	12/31/95	

ANNEX B

LESSEE CODE	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
601	QUANTUM CHEMICAL CORPORATION		ACFX040337	H	1985	01/01/91	12/31/95	78
	QUANTUM CHEMICAL CORPORATION		ACFX040338	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040339	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040340	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040341	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040342	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040343	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040344	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040345	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040346	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040347	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040348	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040349	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040350	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040351	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040352	H	1985	01/01/91	12/31/95	
	QUANTUM CHEMICAL CORPORATION		ACFX040353	H	1985	01/01/91	12/31/95	
1351	LYONDELL POLYMERS	53470010	ACFX039480	H	1985	02/01/91	01/31/96	11
	LYONDELL POLYMERS		ACFX039482	H	1985	02/01/91	01/31/96	
	LYONDELL POLYMERS		ACFX039485	H	1985	02/01/91	01/31/96	
	LYONDELL POLYMERS		ACFX039487	H	1985	02/01/91	01/31/96	
	LYONDELL POLYMERS		ACFX039488	H	1985	02/01/91	01/31/96	
	LYONDELL POLYMERS		ACFX039489	H	1985	02/01/91	01/31/96	
	LYONDELL POLYMERS		ACFX039553	H	1985	02/01/91	01/31/96	
	LYONDELL POLYMERS		ACFX039555	H	1985	02/01/91	01/31/96	
	LYONDELL POLYMERS		ACFX039558	H	1985	02/01/91	01/31/96	
	LYONDELL POLYMERS		ACFX039559	H	1985	02/01/91	01/31/96	
	LYONDELL POLYMERS		ACFX039564	H	1985	02/01/91	01/31/96	

1351

11
268