

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

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

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OF COUNSEL
URBAN A. LESTER

March 31, 1995

19111-R, S & T
RECORDATION NO. 19111
MAR 31 1995 - 1:10 PM
LICENSING BRANCH
MAR 31 3 35 AM '95
OFFICE OF THE
SECRETARY OF COMMERCE

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) executed copies of each of the following documents: Sixth Amendment to Security Agreement-Trust Deed, Bill of Sale and Assignment and Assumption Agreement, all dated March 31, 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:

Sixth 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

A description of the railroad equipment being ADDED to the Security Agreement is 99 railcars set forth in Annex A attached to the Sixth Amendment, and the Leases related thereto are set forth in Annex B attached to the Sixth Amendment.

Countryparts - 1995

Mr. Vernon A. Williams
March 31, 1995
Page 2

With respect to the 99 railcars being added to the Security Agreement, the parties are as follows:

Bill of Sale

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

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

Assignment and Assumption Agreement

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

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

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 documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures



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

3/31/95

Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
918 Sixteenth St., 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 3/31/95 at 1:40PM, and assigned recordation number(s). 19111-R,S and T.

Sincerely yours

Vernon A. Williams
Secretary

Enclosure(s)

\$ 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]

RECORDATION NO. 19111-R FILED 1995

MAR 31 1995 - 1 10 PM

NOTARY PUBLIC - GEORGETOWN

SIXTH AMENDMENT
TO
SECURITY AGREEMENT - TRUST DEED,

dated as of March 31, 1995

between

AKF CORP.

and

INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION

SIXTH AMENDMENT

TO

SECURITY AGREEMENT - TRUST DEED

THIS SIXTH AMENDMENT TO SECURITY AGREEMENT - TRUST DEED, dated as of March 31, 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. Amendments to Annex A to Security Agreement. Effective as of the date hereof, Annex A to the Security Agreement is hereby amended and supplemented by the addition 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. The representations, warranties, covenants and agreements contained in the Security Agreement (together with the remedies contained in the Security Agreement) shall, as of the date hereof, apply to the Cars listed on Annex A hereto to the same extent and with the same force and effect as if such Cars had been specifically described and referred to in the Security Agreement.

SECTION 2.2. Amendments to Annex B to Security Agreement. Effective as of the date hereof, Annex B to the Security Agreement is hereby amended and supplemented by the addition 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. The representations, warranties, covenants and agreements contained in the Security Agreement (together with the remedies contained in the Security Agreement) shall, as of the date hereof, apply to the Equipment Leases listed on Annex B hereto to the same extent and with the same force and effect as if such Equipment Leases had been specifically described and referred to in the Security Agreement.

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.**

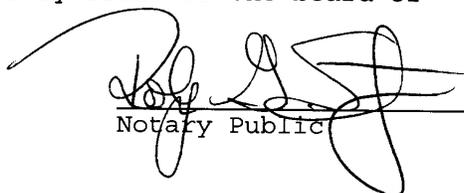
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized.

AKF CORP.

By 
Name: Robert J. Mitchell
Title: President

State of New York)
) ss:
County of New York)

On this 30th day of March, 1995, before me personally came Robert J. Mitchell, to me known, who being by me duly sworn, did depose and say that he resides at Woodbury, New York, that he is the President of AKF Corp., the corporation described in and which executed the foregoing instrument, and that he signed his name thereto on the date hereof by order of the board of directors 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

28-Mar-95

ANNEX A

ACFX	42540	ACFX	69728
ACFX	42541	ACFX	69729
ACFX	42546	ACFX	69730
ACFX	42547	ACFX	69731
ACFX	42548	ACFX	69732
ACFX	42549	ACFX	69733
ACFX	69683	ACFX	69734
ACFX	69684	ACFX	69735
ACFX	69685	ACFX	69736
ACFX	69686	ACFX	69737
ACFX	69687	ACFX	69738
ACFX	69688	ACFX	69739
ACFX	69689	ACFX	69740
ACFX	69690	ACFX	69741
ACFX	69691	ACFX	69742
ACFX	69692	ACFX	69743
ACFX	69693	ACFX	69744
ACFX	69694	ACFX	69745
ACFX	69695	ACFX	69747
ACFX	69696	ACFX	69748
ACFX	69697	ACFX	69750
ACFX	69698	ACFX	69751
ACFX	69699	ACFX	69752
ACFX	69700	ACFX	69753
ACFX	69701	ACFX	69754
ACFX	69702	ACFX	69755
ACFX	69703	ACFX	69756
ACFX	69704	ACFX	69757
ACFX	69705	ACFX	69760
ACFX	69706	ACFX	69761
ACFX	69707	ACFX	69766
ACFX	69708	ACFX	95701
ACFX	69709	ACFX	95703
ACFX	69710	ACFX	95704
ACFX	69711	ACFX	95705
ACFX	69712	ACFX	95706
ACFX	69713	ACFX	95707
ACFX	69714	ACFX	95708
ACFX	69715	ACFX	95709
ACFX	69716	ACFX	95710
ACFX	69718	ACFX	95711
ACFX	69719	ACFX	95714
ACFX	69720	ACFX	95716
ACFX	69721	ACFX	95717
ACFX	69722	ACFX	95718
ACFX	69723	ACFX	95719
ACFX	69724	ACFX	95720
ACFX	69725	ACFX	95722
ACFX	69726	ACFX	95724
ACFX	69727		

99 Cars

ANNEX B

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
5 Ag Processing Inc	5 Ag Processing Inc	56650022	ACFX 95703	T	1995	00/00/00	00/00/00	17
		56650022	ACFX 95704	T	1995	00/00/00	00/00/00	
		56650022	ACFX 95705	T	1995	00/00/00	00/00/00	
		56650022	ACFX 95706	T	1995	00/00/00	00/00/00	
		56650022	ACFX 95707	T	1995	00/00/00	00/00/00	
		56650022	ACFX 95708	T	1995	00/00/00	00/00/00	
		56650022	ACFX 95709	T	1995	00/00/00	00/00/00	
		56650022	ACFX 95710	T	1995	00/00/00	00/00/00	
		56650022	ACFX 95711	T	1995	00/00/00	00/00/00	
		56650022	ACFX 95714	T	1995	00/00/00	00/00/00	
		56650022	ACFX 95716	T	1995	00/00/00	00/00/00	
		56650022	ACFX 95717	T	1995	00/00/00	00/00/00	
		56650022	ACFX 95718	T	1995	00/00/00	00/00/00	
		56650022	ACFX 95719	T	1995	00/00/00	00/00/00	
		56650022	ACFX 95720	T	1995	00/00/00	00/00/00	
		56650022	ACFX 95722	T	1995	00/00/00	00/00/00	
		56650022	ACFX 95724	T	1995	00/00/00	00/00/00	
5 Ag Processing Inc	5 Ag Processing Inc	77300059	ACFX 42540	H	1994	01/01/95	12/31/99	2
		77300059	ACFX 42541	H	1994	01/01/95	12/31/99	
168 Engelhard Corp	168 Engelhard Corp	6265	ACFX 42546	H	1995	00/00/00	00/00/00	4
		6265	ACFX 42547	H	1995	00/00/00	00/00/00	
		6265	ACFX 42548	H	1995	00/00/00	00/00/00	
		6265	ACFX 42549	H	1995	00/00/00	00/00/00	
230 Grain Processing Corp	230 Grain Processing Corp	50630008	ACFX 95701	T	1995	00/00/00	00/00/00	1
		6141	ACFX 69683	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69684	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69685	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69686	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69687	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69688	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69689	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69690	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69691	H	1995	00/00/00	00/00/00	
443 Elf Atochem North America	443 Elf Atochem North America	53470029	ACFX 69684	H	1995	00/00/00	00/00/00	1
		53470029	ACFX 69685	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69686	H	1995	00/00/00	00/00/00	
536 Shintech Inc	536 Shintech Inc	53470029	ACFX 69687	H	1995	00/00/00	00/00/00	1
		53470029	ACFX 69688	H	1995	00/00/00	00/00/00	
1351 Lyondell Polymers Corp	1351 Lyondell Polymers Corp	53470029	ACFX 69689	H	1995	00/00/00	00/00/00	1
		53470029	ACFX 69690	H	1995	00/00/00	00/00/00	

28-Mar-95

ANNEX B

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
53470029	ACFX	69692	H	1995	00/00/00	00/00/00		
53470029	ACFX	69693	H	1995	00/00/00	00/00/00		
53470029	ACFX	69694	H	1995	00/00/00	00/00/00		
53470029	ACFX	69695	H	1995	00/00/00	00/00/00		
53470029	ACFX	69696	H	1995	00/00/00	00/00/00		
53470029	ACFX	69697	H	1995	00/00/00	00/00/00		
53470029	ACFX	69698	H	1995	00/00/00	00/00/00		
53470029	ACFX	69699	H	1995	00/00/00	00/00/00		
53470029	ACFX	69700	H	1995	00/00/00	00/00/00		
53470029	ACFX	69701	H	1995	00/00/00	00/00/00		
53470029	ACFX	69702	H	1995	00/00/00	00/00/00		
53470029	ACFX	69703	H	1995	00/00/00	00/00/00		
53470029	ACFX	69704	H	1995	00/00/00	00/00/00		
53470029	ACFX	69705	H	1995	00/00/00	00/00/00		
53470029	ACFX	69706	H	1995	00/00/00	00/00/00		
53470029	ACFX	69707	H	1995	00/00/00	00/00/00		
53470029	ACFX	69708	H	1995	00/00/00	00/00/00		
53470029	ACFX	69709	H	1995	00/00/00	00/00/00		
53470029	ACFX	69710	H	1995	00/00/00	00/00/00		
53470029	ACFX	69711	H	1995	00/00/00	00/00/00		
53470029	ACFX	69712	H	1995	00/00/00	00/00/00		
53470029	ACFX	69713	H	1995	00/00/00	00/00/00		
53470029	ACFX	69714	H	1995	00/00/00	00/00/00		
53470029	ACFX	69715	H	1995	00/00/00	00/00/00		
53470029	ACFX	69716	H	1995	00/00/00	00/00/00		
53470029	ACFX	69718	H	1995	00/00/00	00/00/00		
53470029	ACFX	69719	H	1995	00/00/00	00/00/00		
53470029	ACFX	69720	H	1995	00/00/00	00/00/00		
53470029	ACFX	69721	H	1995	00/00/00	00/00/00		
53470029	ACFX	69722	H	1995	00/00/00	00/00/00		
53470029	ACFX	69723	H	1995	00/00/00	00/00/00		
53470029	ACFX	69724	H	1995	00/00/00	00/00/00		
53470029	ACFX	69725	H	1995	00/00/00	00/00/00		
53470029	ACFX	69726	H	1995	00/00/00	00/00/00		
53470029	ACFX	69727	H	1995	00/00/00	00/00/00		
53470029	ACFX	69728	H	1995	00/00/00	00/00/00		
53470029	ACFX	69729	H	1995	00/00/00	00/00/00		
53470029	ACFX	69730	H	1995	00/00/00	00/00/00		

28-Mar-95

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LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
		53470029	ACFX 69731	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69732	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69733	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69734	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69735	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69736	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69737	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69738	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69739	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69740	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69741	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69742	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69743	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69744	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69745	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69747	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69748	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69750	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69751	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69752	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69753	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69754	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69755	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69756	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69757	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69760	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69761	H	1995	00/00/00	00/00/00	
		53470029	ACFX 69766	H	1995	00/00/00	00/00/00	

1351 Lyondell Polymers Corp

