

000688038

1911-47

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

July 12, 1995

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

RECEIVED
OFFICE OF THE
SECRETARY
JUL 12 11 19 AM '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 each of the following documents: Fourteenth Amendment to Security Agreement-Trust Deed, dated as of July 7, 1995, and a Bill of Sale and Assignment and Assumption Agreement, dated as of July 12, 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:

Fourteenth 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

The 245 railcars being ADDED to the Security Agreement are set forth in Annex A attached to the Fourteenth Amendment, and the Leases related thereto are set forth in Annex B attached to the Fourteenth Amendment.

Counterparts - *AKF*

Mr. Vernon A. Williams
July 12, 1995
Page 2

With respect to the 245 railcars being added to the Security Agreement, the parties are as follows:

Bill of Sale

Transferor: ACF Industries, Incorporated
2201 Rider Trail South
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

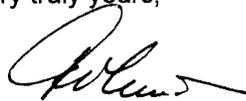
Assignor: ACF Industries, Incorporated
2201 Rider Trail South
Earth City, Missouri 63045-1383

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

7/12/95

Office Of The Secretary

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 7/12/95 at 11:45AM, and assigned recordation number(s). 19111-XX.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)
(0100688028)

\$ 21.00 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]

1911-22
JUL 11 1995

FOURTEENTH AMENDMENT
TO
SECURITY AGREEMENT - TRUST DEED,

dated as of July 7, 1995

between

AKF CORP.

and

INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION

FOURTEENTH AMENDMENT
TO
SECURITY AGREEMENT - TRUST DEED

THIS FOURTEENTH AMENDMENT TO SECURITY AGREEMENT - TRUST DEED, dated as of July 7, 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. 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.**

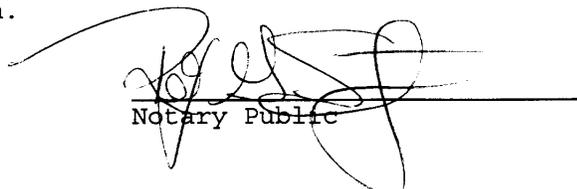
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized.

AKF CORP

By 
Name:
Title:

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

On this 6th day of July, 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 Worcester, NY, 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

ANNEX A

RPTG MARK	CAR NUMBER	RPTG MARK	CAR NUMBER	RPTG MARK	CAR NUMBER
ACFX	41128	ACFX	64856	ACFX	65240
ACFX	41129	ACFX	64857	ACFX	65241
ACFX	41130	ACFX	64858	ACFX	65242
ACFX	41131	ACFX	64859	ACFX	65243
ACFX	41132	ACFX	64860	ACFX	65244
ACFX	64811	ACFX	64861	ACFX	65245
ACFX	64812	ACFX	64862	ACFX	65246
ACFX	64813	ACFX	64863	ACFX	65247
ACFX	64814	ACFX	64864	ACFX	65250
ACFX	64815	ACFX	64865	ACFX	65251
ACFX	64816	ACFX	64866	ACFX	65252
ACFX	64817	ACFX	64867	ACFX	65253
ACFX	64818	ACFX	64868	ACFX	65254
ACFX	64819	ACFX	64869	ACFX	65255
ACFX	64820	ACFX	64870	ACFX	65258
ACFX	64821	ACFX	64871	ACFX	65259
ACFX	64822	ACFX	64872	ACFX	65261
ACFX	64823	ACFX	64873	ACFX	65262
ACFX	64824	ACFX	64874	ACFX	65263
ACFX	64825	ACFX	64875	ACFX	65264
ACFX	64826	ACFX	64876	ACFX	65265
ACFX	64827	ACFX	64877	ACFX	65267
ACFX	64828	ACFX	64878	ACFX	65268
ACFX	64829	ACFX	64879	ACFX	65269
ACFX	64830	ACFX	64880	ACFX	65270
ACFX	64831	ACFX	64881	ACFX	65271
ACFX	64832	ACFX	64883	ACFX	65272
ACFX	64833	ACFX	64884	ACFX	65274
ACFX	64834	ACFX	64887	ACFX	65275
ACFX	64835	ACFX	64888	ACFX	65276
ACFX	64836	ACFX	64889	ACFX	65277
ACFX	64837	ACFX	64890	ACFX	65281
ACFX	64838	ACFX	64891	ACFX	65284
ACFX	64839	ACFX	64892	ACFX	65285
ACFX	64840	ACFX	64893	ACFX	65286
ACFX	64841	ACFX	64894	ACFX	65287
ACFX	64842	ACFX	64895	ACFX	65290
ACFX	64843	ACFX	64896	ACFX	65293
ACFX	64844	ACFX	64897	ACFX	65295
ACFX	64845	ACFX	64898	ACFX	65296
ACFX	64846	ACFX	65229	ACFX	65339
ACFX	64847	ACFX	65230	ACFX	65340
ACFX	64848	ACFX	65231	ACFX	65341
ACFX	64849	ACFX	65232	ACFX	65342
ACFX	64850	ACFX	65233	ACFX	65343
ACFX	64851	ACFX	65234	ACFX	65344
ACFX	64852	ACFX	65235	ACFX	65345
ACFX	64853	ACFX	65236	ACFX	65346
ACFX	64854	ACFX	65237	ACFX	65347
ACFX	64855	ACFX	65238	ACFX	65348

ANNEX A

RPTG MARK	CAR NUMBER	RPTG MARK	CAR NUMBER	RPTG MARK	CAR NUMBER
ACFX	65349	ACFX	72453		
ACFX	65350	ACFX	72454		
ACFX	72147	ACFX	72455		
ACFX	72148	ACFX	72456		
ACFX	72149	ACFX	72457		
ACFX	72150	ACFX	72458		
ACFX	72151	ACFX	72494		
ACFX	72152	ACFX	72498		
ACFX	72153	ACFX	72499		
ACFX	72154	ACFX	72500		
ACFX	72155	ACFX	72501		
ACFX	72156	ACFX	72502		
ACFX	72157	ACFX	72503		
ACFX	72158	ACFX	72504		
ACFX	72159	ACFX	72505		
ACFX	72161	ACFX	72512		
ACFX	72162	ACFX	72513		
ACFX	72257	ACFX	72562		
ACFX	72260	ACFX	72563		
ACFX	72261	ACFX	72564		
ACFX	72262	ACFX	72565		
ACFX	72264	ACFX	72566		
ACFX	72265	ACFX	72567		
ACFX	72266	ACFX	72568		
ACFX	72267	ACFX	72569		
ACFX	72268	ACFX	72570		
ACFX	72281	ACFX	72571		
ACFX	72331	ACFX	72572		
ACFX	72334	ACFX	72573		
ACFX	72335	ACFX	72574		
ACFX	72336	ACFX	72575		
ACFX	72337	ACFX	72577		
ACFX	72338	ACFX	77347		
ACFX	72339	ACFX	77348		
ACFX	72340	ACFX	77349		
ACFX	72341	ACFX	77350		
ACFX	72342	ACFX	77351		
ACFX	72343	ACFX	77352		
ACFX	72344	ACFX	77357		
ACFX	72345	ACFX	95933		
ACFX	72346	ACFX	95946		
ACFX	72347	ACFX	95948		
ACFX	72348	ACFX	95949		
ACFX	72349	ACFX	95953		
ACFX	72350	ACFX	95955		
ACFX	72351				
ACFX	72352				
ACFX	72353				
ACFX	72451				
ACFX	72452				

245 CARS

11-Jul-95

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.		56650016	ACFX 72494	T	1987	01/01/93	12/31/97	
		56650016	ACFX 72498	T	1987	01/01/93	12/31/97	
		56650016	ACFX 72499	T	1987	01/01/93	12/31/97	
		56650016	ACFX 72500	T	1987	01/01/93	12/31/97	
		56650016	ACFX 72501	T	1988	01/01/93	12/31/97	
		56650016	ACFX 72502	T	1988	01/01/93	12/31/97	
		56650016	ACFX 72503	T	1987	01/01/93	12/31/97	
		56650016	ACFX 72504	T	1988	01/01/93	12/31/97	
		56650016	ACFX 72505	T	1988	01/01/93	12/31/97	
		56650018	ACFX 72331	T	1987	01/01/93	12/31/97	
5 AG PROCESSING, INC.		62110165	ACFX 65229	H	1988	03/01/93	02/29/96	
10 ALLIED-SIGNAL, INC.		62110165	ACFX 65230	H	1988	03/01/93	02/29/96	
		62110165	ACFX 65231	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65232	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65233	H	1988	03/01/93	02/29/96	
		62110165	ACFX 65234	H	1988	03/01/93	02/29/96	
		62110165	ACFX 65235	H	1988	03/01/93	02/29/96	
		62110165	ACFX 65236	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65237	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65238	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65240	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65241	H	1988	03/01/93	02/29/96	
		62110165	ACFX 65242	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65243	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65244	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65245	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65246	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65247	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65250	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65251	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65252	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65253	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65254	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65255	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65258	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65259	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65261	H	1987	03/01/93	02/29/96	

ANNEX B

LESSEE CODE	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
	193CELTRAN, INCORPORATED 225GEON COMPANY, THE	71730036	ACFX 64862	H	1988	12/01/93	11/30/98	3
		35250019	ACFX 64812	H	1987	07/01/93	06/30/98	
		35250019	ACFX 64815	H	1987	07/01/93	06/30/98	
		35250019	ACFX 64819	H	1987	07/01/93	06/30/98	
		35250019	ACFX 64820	H	1987	07/01/93	06/30/98	
		35250019	ACFX 64825	H	1987	07/01/93	06/30/98	
		35250019	ACFX 64826	H	1987	07/01/93	06/30/98	
		35250019	ACFX 64827	H	1987	07/01/93	06/30/98	
		35250019	ACFX 64828	H	1987	07/01/93	06/30/98	
		35250019	ACFX 64829	H	1987	07/01/93	06/30/98	
		35250019	ACFX 64832	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64837	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64841	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64843	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64846	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64848	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64849	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64851	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64852	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64854	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64855	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64857	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64859	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64861	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64864	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64866	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64871	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64872	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64873	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64874	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64875	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64877	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64881	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64890	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64892	H	1988	07/01/93	06/30/98	
		35250019	ACFX 64893	H	1988	07/01/93	06/30/98	

ANNEX B

LESSOR	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
	225GEON COMPANY, THE	48740009	ACFX 64813	H	1987	09/01/92	08/31/97	1
	334MONTELL USA INC.	35250019	ACFX 64895	H	1988	07/01/93	06/30/98	37
	334MONTELL USA INC.	6011	ACFX 64817	H	1987	07/01/94	06/30/99	
	455PHILLIPS PETROLEUM COMPANY	6011	ACFX 64842	H	1988	07/01/94	06/30/99	
		6011	ACFX 64845	H	1988	07/01/94	06/30/99	
		6011	ACFX 64868	H	1988	07/01/94	06/30/99	
		6011	ACFX 64870	H	1988	07/01/94	06/30/99	
		6011	ACFX 64880	H	1988	07/01/94	06/30/99	
		6011	ACFX 64888	H	1988	07/01/94	06/30/99	
	455PHILLIPS PETROLEUM COMPANY	50570026	ACFX 64814	H	1987	06/01/94	05/31/99	7
	485REXENE COMPANY	50570026	ACFX 64816	H	1987	06/01/94	05/31/99	
		50570026	ACFX 64821	H	1987	06/01/94	05/31/99	
		50570026	ACFX 64831	H	1988	06/01/94	05/31/99	
		50570026	ACFX 64839	H	1988	06/01/94	05/31/99	
		50570026	ACFX 64883	H	1988	06/01/94	05/31/99	
		50570026	ACFX 64887	H	1988	06/01/94	05/31/99	
		50570026	ACFX 64897	H	1988	06/01/94	05/31/99	
	485REXENE COMPANY	4742	ACFX 72281	T	1988	04/01/93	03/31/98	8
	538METHANEX CORPORATION	4446	ACFX 41128	H	1988	03/01/93	02/29/96	1
	538METHANEX CORPORATION	4446	ACFX 41129	H	1988	03/01/93	02/29/96	
	543CHEVRON U.S.A. PRODUCTS COM	4446	ACFX 41130	H	1988	03/01/93	02/29/96	
		4446	ACFX 41131	H	1988	03/01/93	02/29/96	
		4446	ACFX 41132	H	1988	03/01/93	02/29/96	
	543CHEVRON U.S.A. PRODUCTS COM	4423	ACFX 65342	H	1987	02/01/93	01/31/96	5
	568EASTMAN CHEMICAL COMPANY	27530110	ACFX 72451	T	1987	02/01/93	01/31/98	1
	568EASTMAN CHEMICAL COMPANY	27530110	ACFX 72452	T	1987	02/01/93	01/31/98	
	572ARISTECH CHEMICAL CORPORATI	27530110	ACFX 72453	T	1987	02/01/93	01/31/98	
		27530110	ACFX 72454	T	1987	02/01/93	01/31/98	
		27530110	ACFX 72455	T	1987	02/01/93	01/31/98	
		27530110	ACFX 72456	T	1987	02/01/93	01/31/98	
		27530110	ACFX 72457	T	1987	02/01/93	01/31/98	

ANNEX B

LESSEE CODE	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
	572 ARISTECH CHEMICAL CORPORATI 601 QUANTUM CHEMICAL CORPORATIO	27530110	ACFX 72458	T	1987	02/01/93	01/31/98	8
4696			ACFX 72257	T	1987	02/01/93	01/31/98	
4696			ACFX 72260	T	1987	02/01/93	01/31/98	
4696			ACFX 72261	T	1987	02/01/93	01/31/98	
4696			ACFX 72262	T	1987	02/01/93	01/31/98	
4696			ACFX 72264	T	1987	02/01/93	01/31/98	
4696			ACFX 72265	T	1987	02/01/93	01/31/98	
4696			ACFX 72266	T	1987	02/01/93	01/31/98	
4696			ACFX 72267	T	1987	02/01/93	01/31/98	
4696			ACFX 72268	T	1987	02/01/93	01/31/98	
4789			ACFX 72147	T	1987	03/01/93	02/28/98	
4789			ACFX 72148	T	1987	03/01/93	02/28/98	
4789			ACFX 72149	T	1987	03/01/93	02/28/98	
4789			ACFX 72150	T	1987	03/01/93	02/28/98	
4789			ACFX 72151	T	1987	03/01/93	02/28/98	
4789			ACFX 72152	T	1987	03/01/93	02/28/98	
4789			ACFX 72153	T	1987	03/01/93	02/28/98	
4789			ACFX 72154	T	1987	03/01/93	02/28/98	
4789			ACFX 72155	T	1987	03/01/93	02/28/98	
4789			ACFX 72156	T	1987	03/01/93	02/28/98	
4789			ACFX 72157	T	1987	03/01/93	02/28/98	
4789			ACFX 72158	T	1987	03/01/93	02/28/98	
4789			ACFX 72159	T	1987	03/01/93	02/28/98	
4789			ACFX 72161	T	1987	03/01/93	02/28/98	
4789			ACFX 72162	T	1987	03/01/93	02/28/98	
	601 QUANTUM CHEMICAL CORPORATIO	08010028	ACFX 72512	T	1987	04/01/94	01/31/98	24
	1047 BUSH BOAKE ALLEN, INC.	08010028	ACFX 72513	T	1987	04/01/94	01/31/98	2
	1047 BUSH BOAKE ALLEN, INC.		ACFX 64811	H	1987	07/01/93	06/30/99	
	1211 EPSILON PRODUCTS COMPANY		ACFX 64818	H	1987	07/01/93	06/30/99	
			ACFX 64833	H	1988	07/01/93	06/30/99	
			ACFX 64840	H	1988	07/01/93	06/30/99	
			ACFX 64844	H	1988	07/01/93	06/30/99	
			ACFX 64850	H	1988	07/01/93	06/30/99	
			ACFX 64865	H	1988	07/01/93	06/30/99	
			ACFX 64867	H	1988	07/01/93	06/30/99	

11-Jul-95

7

ANNEX B

LESSEE CODE	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
1211	EPSILON PRODUCTS COMPANY	6399	ACFX 77357	T	1987	00/00/00	00/00/00	10
1237	ALBERMARLE CORP	5876	ACFX 64884	H	1988	07/01/93	06/30/99	
1241	EAGLEBROOK, INC.	5876	ACFX 64894	H	1988	07/01/93	06/30/99	
1211	EPSILON PRODUCTS COMPANY	6221	ACFX 72334	T	1988	10/12/94	05/31/98	
1237	ALBERMARLE CORP	6221	ACFX 72335	T	1988	10/12/94	05/31/98	
1241	EAGLEBROOK, INC.	6221	ACFX 72336	T	1988	10/12/94	05/31/98	
		6221	ACFX 72337	T	1988	10/12/94	05/31/98	
		6221	ACFX 72338	T	1988	10/12/94	05/31/98	
		6221	ACFX 72339	T	1988	10/12/94	05/31/98	
		6221	ACFX 72340	T	1988	10/12/94	05/31/98	
		6221	ACFX 72341	T	1988	10/12/94	05/31/98	
		6221	ACFX 72342	T	1988	10/12/94	05/31/98	
		6221	ACFX 72343	T	1988	10/12/94	05/31/98	
		6221	ACFX 72344	T	1988	10/12/94	05/31/98	
		6221	ACFX 72345	T	1988	10/12/94	05/31/98	
		6221	ACFX 72346	T	1988	10/12/94	05/31/98	
		6221	ACFX 72347	T	1988	10/12/94	05/31/98	
		6221	ACFX 72348	T	1988	10/12/94	05/31/98	
		6221	ACFX 72349	T	1988	10/12/94	05/31/98	
		6221	ACFX 72350	T	1988	10/12/94	05/31/98	
		6221	ACFX 72351	T	1988	10/12/94	05/31/98	
		6221	ACFX 72352	T	1988	10/12/94	05/31/98	
		6221	ACFX 72353	T	1988	10/12/94	05/31/98	
1241	EAGLEBROOK, INC.	6345	ACFX 65339	H	1987	12/01/94	01/31/96	
1388	HUNTSMAN POLYPROPYLENE CORP	6345	ACFX 65340	H	1987	12/01/94	01/31/96	
		6345	ACFX 65341	H	1987	12/01/94	01/31/96	
		6345	ACFX 65343	H	1987	12/01/94	01/31/96	
		6345	ACFX 65344	H	1987	12/01/94	01/31/96	
		6345	ACFX 65345	H	1987	12/01/94	01/31/96	
		6345	ACFX 65346	H	1987	12/01/94	01/31/96	
		6345	ACFX 65347	H	1987	12/01/94	01/31/96	
		6345	ACFX 65348	H	1987	12/01/94	01/31/96	
		6345	ACFX 65349	H	1987	12/01/94	01/31/96	
		6345	ACFX 65350	H	1987	12/01/94	01/31/96	

20

11

