

Mr. Vernon A. Williams
May 11, 1995
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The 92 railcars being DELETED from the Security Agreement are set forth in Annex X attached to the Tenth Amendment, and the Leases related thereto are set forth in Annex Y attached to the Tenth Amendment.

With respect to the 133 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

With respect to the 92 railcars being deleted from the Security Agreement, the parties are as follows:

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 South
Earth City, Missouri 63045-1383

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Assignment and Assumption Agreement

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

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

Also enclosed is a check in the amount of \$105.00 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

5/11/95

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 5/11/95 at 12:15PM, and assigned recordation number(s). 19111-HH,II,JJ,KK and LL., 18849-A And 19405.

Sincerely yours,

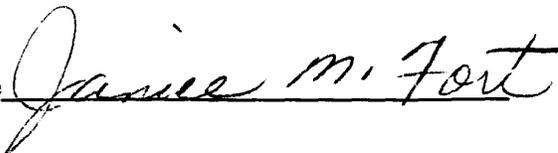

Vernon A. Williams
Secretary

Enclosure(s)

(0100623053)
(0100623054)

\$ 147.00 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]

1911-7H
MAY 11 1995 4:15 PM

TENTH AMENDMENT
TO
SECURITY AGREEMENT - TRUST DEED,

dated as of May 11, 1995

between

AKF CORP.

and

INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION

TENTH AMENDMENT
TO
SECURITY AGREEMENT - TRUST DEED

THIS TENTH AMENDMENT TO SECURITY AGREEMENT - TRUST DEED, dated as of May 11, 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 (i) addition of the Cars listed on Annex A hereto, and (ii) deletion of the Cars listed on Annex X hereto. Each reference to Annex A in the Security Agreement shall be deemed to refer to such Annex as

amended by Annex A and Annex X 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 (i) addition of the Equipment Leases listed on Annex B hereto, and (ii) deletion of the Equipment Leases listed on Annex Y hereto. Each reference to Annex B in the Security Agreement shall be deemed to refer to such Annex as amended by Annex B and Annex Y 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 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.

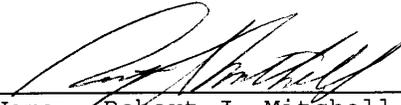
SECTION 5.2. Headings. The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or any provisions hereof.

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 9th day of May, 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

ANNEX A

ACFX	27259	ACFX	36370	ACFX	79381
ACFX	27262	ACFX	36371	ACFX	79382
ACFX	27263	ACFX	36372	ACFX	79493
ACFX	27264	ACFX	36373	ACFX	79950
ACFX	27265	ACFX	36374	ACFX	79951
ACFX	27266	ACFX	36375	ACFX	79953
ACFX	27268	ACFX	36376	ACFX	79954
ACFX	27269	ACFX	36377	ACFX	79955
ACFX	27270	ACFX	36378	ACFX	79956
ACFX	27271	ACFX	36379	ACFX	79957
ACFX	27273	ACFX	49737	ACFX	79958
ACFX	27275	ACFX	49738	ACFX	79962
ACFX	27276	ACFX	49739	ACFX	79963
ACFX	27335	ACFX	49956	ACFX	79964
ACFX	27344	ACFX	59590	ACFX	99631
ACFX	27356	ACFX	59620	ACFX	99921
ACFX	36000	ACFX	75339	ACFX	99922
ACFX	36009	ACFX	75487	ACFX	99924
ACFX	36011	ACFX	75522	ACFX	99925
ACFX	36017	ACFX	75523	ACFX	99926
ACFX	36018	ACFX	75524	ACFX	99927
ACFX	36019	ACFX	75525	ACFX	99928
ACFX	36020	ACFX	75526	ACFX	99930
ACFX	36022	ACFX	75527	ACFX	99931
ACFX	36024	ACFX	75529	ACFX	99932
ACFX	36030	ACFX	75530	ACFX	99934
ACFX	36032	ACFX	75531	ACFX	99935
ACFX	36033	ACFX	75532	ACFX	99936
ACFX	36038	ACFX	79356	ACFX	99937
ACFX	36040	ACFX	79359	ACFX	99938
ACFX	36042	ACFX	79361	ACFX	99939
ACFX	36043	ACFX	79362	ACFX	99940
ACFX	36045	ACFX	79363	ACFX	99941
ACFX	36048	ACFX	79364		
ACFX	36051	ACFX	79365		133 Cars
ACFX	36128	ACFX	79366		
ACFX	36129	ACFX	79367		
ACFX	36130	ACFX	79368		
ACFX	36132	ACFX	79369		
ACFX	36133	ACFX	79370		
ACFX	36134	ACFX	79371		
ACFX	36135	ACFX	79372		
ACFX	36138	ACFX	79373		
ACFX	36140	ACFX	79374		
ACFX	36149	ACFX	79375		
ACFX	36365	ACFX	79376		
ACFX	36366	ACFX	79377		
ACFX	36367	ACFX	79378		
ACFX	36368	ACFX	79379		
ACFX	36369	ACFX	79380		

ANNEX X

ACFX	19202	ACFX	71836
ACFX	38919	ACFX	71837
ACFX	41877	ACFX	71838
ACFX	41905	ACFX	73089
ACFX	41906	ACFX	73090
ACFX	41907	ACFX	73091
ACFX	41908	ACFX	73092
ACFX	41909	ACFX	73093
ACFX	41910	ACFX	73094
ACFX	41911	ACFX	73095
ACFX	41912	ACFX	73096
ACFX	41913	ACFX	73097
ACFX	41914	ACFX	73098
ACFX	41915	ACFX	73236
ACFX	41916	ACFX	73237
ACFX	41917	ACFX	73240
ACFX	65018	ACFX	73243
ACFX	65026	ACFX	73244
ACFX	65047	ACFX	73537
ACFX	65811	ACFX	73539
ACFX	65812	ACFX	73540
ACFX	65813	ACFX	73541
ACFX	65814	ACFX	73542
ACFX	65829	ACFX	76681
ACFX	65830	ACFX	76682
ACFX	65831	ACFX	77856
ACFX	65832	ACFX	80228
ACFX	65833	ACFX	81653
ACFX	65834	ACFX	81697
ACFX	65835	ACFX	81934
ACFX	65836	ACFX	82327
ACFX	65837	ACFX	83031
ACFX	65838	ACFX	83340
ACFX	65839	ACFX	83533
ACFX	65840	ACFX	83767
ACFX	65841	ACFX	83935
ACFX	65842	ACFX	84078
ACFX	65843	ACFX	84151
ACFX	65844	ACFX	84260
ACFX	65845	ACFX	84574
ACFX	65846	ACFX	84872
ACFX	65847	ACFX	87125
ACFX	65848	ACFX	87399
ACFX	65849	ACFX	88561
ACFX	71834	ACFX	88913
ACFX	71835	ACFX	89955

92 Cars

ANNEX B

LESSEE CODE	LESSEE	CONTRACT/RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EFFECTIVE DATE	TOTAL CARS
5 AG PROCESSING, INC.		08000J	ACFX 79950	T	1980	01/01/95	03/31/95	
		08000J	ACFX 79951	T	1980	01/01/95	03/31/95	
		08000J	ACFX 79953	T	1980	01/01/95	03/31/95	
		08000J	ACFX 79954	T	1980	01/01/95	03/31/95	
		08000J	ACFX 79955	T	1980	01/01/95	03/31/95	
		08000J	ACFX 79956	T	1980	01/01/95	03/31/95	
		08000J	ACFX 79957	T	1980	01/01/95	03/31/95	
		08000J	ACFX 79958	T	1980	01/01/95	03/31/95	
		08000J	ACFX 79962	T	1980	01/01/95	03/31/95	
		08000J	ACFX 79963	T	1980	01/01/95	03/31/95	
		08000J	ACFX 79964	T	1980	01/01/95	03/31/95	
5 AG PROCESSING, INC.		08000L	ACFX 36128	H	1981	06/01/94	11/30/94	11
10ALLIED-SIGNAL, INC.		2209	ACFX 27259	H	1981	12/01/81	11/30/93	
10ALLIED-SIGNAL, INC.		2209	ACFX 27262	H	1981	12/01/81	11/30/93	
17OWENS - CORNING FIBERGLAS C		2209	ACFX 27263	H	1981	12/01/81	11/30/93	
		2209	ACFX 27264	H	1981	12/01/81	11/30/93	
		2209	ACFX 27265	H	1981	12/01/81	11/30/93	
		2209	ACFX 27266	H	1981	12/01/81	11/30/93	
		2209	ACFX 27268	H	1981	12/01/81	11/30/93	
		2209	ACFX 27269	H	1981	12/01/81	11/30/93	
		2209	ACFX 27270	H	1981	12/01/81	11/30/93	
		2209	ACFX 27271	H	1981	12/01/81	11/30/93	
		2209	ACFX 27273	H	1981	12/01/81	11/30/93	
		2209	ACFX 27275	H	1981	12/01/81	11/30/93	
		2209	ACFX 27276	H	1981	12/01/81	11/30/93	
		2209	ACFX 49737	H	1980	12/01/81	11/30/93	
17OWENS - CORNING FIBERGLAS C		58570008	ACFX 59590	H	1981	03/01/93	04/30/96	14
18FINA OIL AND CHEMICAL COMPA		58570008	ACFX 59620	H	1981	03/01/93	04/30/96	
		58570025	ACFX 99921	H	1981	03/01/93	04/30/98	
		58570025	ACFX 99922	H	1981	03/01/93	04/30/98	
		58570025	ACFX 99924	H	1981	03/01/93	04/30/98	
		58570025	ACFX 99925	H	1981	03/01/93	04/30/98	
		58570025	ACFX 99926	H	1981	03/01/93	04/30/98	
		58570025	ACFX 99927	H	1981	03/01/93	04/30/98	
		58570025	ACFX 99928	H	1981	03/01/93	04/30/98	
		58570025	ACFX 99930	H	1981	03/01/93	04/30/98	
		58570025	ACFX 99931	H	1981	03/01/93	04/30/98	

ANNEX B

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EFFECTIVE DATE	TOTAL CARS
	18FINA OIL AND CHEMICAL COMPA	08000C	ACFX 36022	H	1980	04/01/94	03/31/95	20
	127CERTAIN - TEED CORP.	08000D	ACFX 36132	H	1981	05/01/94	04/30/95	1
	153BAS F CORPORATION CHEMICALS	00100B	ACFX 36135	H	1981	12/01/94	02/28/95	1
	153BAS F CORPORATION CHEMICALS	00100B	ACFX 36140	H	1981	12/01/94	02/28/95	1
	192FORMOSA PLASTICS CORPORATIO	08000C	ACFX 36019	H	1980	04/01/94	00/00/00	4
	192FORMOSA PLASTICS CORPORATIO	08000C	ACFX 36042	H	1980	04/01/94	00/00/00	4
	222GEORGIA GULF CORPORATION	1984	ACFX 99631	H	1980	09/01/90	08/31/95	1
	222GEORGIA GULF CORPORATION	5554	ACFX 36000	H	1980	08/01/91	07/31/96	1
	235PETROMONT AND COMPANY	2002	ACFX 79356	T	1980	02/01/81	01/31/93	1
	235PETROMONT AND COMPANY	2002	ACFX 79359	T	1980	02/01/81	01/31/93	1
	235PETROMONT AND COMPANY	2002	ACFX 79361	T	1980	02/01/81	01/31/93	1
	235PETROMONT AND COMPANY	2002	ACFX 79362	T	1980	02/01/81	01/31/93	1
	235PETROMONT AND COMPANY	2002	ACFX 79363	T	1980	02/01/81	01/31/93	1
	235PETROMONT AND COMPANY	2002	ACFX 79364	T	1980	02/01/81	01/31/93	1
	235PETROMONT AND COMPANY	2002	ACFX 79365	T	1980	02/01/81	01/31/93	1
	235PETROMONT AND COMPANY	2002	ACFX 79366	T	1980	02/01/81	01/31/93	1
	235PETROMONT AND COMPANY	2002	ACFX 79367	T	1980	02/01/81	01/31/93	1
	235PETROMONT AND COMPANY	2002	ACFX 79368	T	1980	02/01/81	01/31/93	1
	235PETROMONT AND COMPANY	2002	ACFX 79369	T	1980	02/01/81	01/31/93	1
	235PETROMONT AND COMPANY	2002	ACFX 79370	T	1980	02/01/81	01/31/93	1
	235PETROMONT AND COMPANY	2002	ACFX 79371	T	1980	02/01/81	01/31/93	1
	235PETROMONT AND COMPANY	2002	ACFX 79372	T	1980	02/01/81	01/31/93	1
	235PETROMONT AND COMPANY	2002	ACFX 79373	T	1980	02/01/81	01/31/93	1
	235PETROMONT AND COMPANY	2002	ACFX 79374	T	1980	02/01/81	01/31/93	1
	235PETROMONT AND COMPANY	2002	ACFX 79375	T	1980	02/01/81	01/31/93	1

ANNEX B

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EFFECTIVE DATE	TOTAL CARS
252J	M HUBER CORPORATION	3790	ACFX 49738	H	1980	10/01/90	09/30/95	25
313L	LAUHOFF GRAIN COMPANY	3790	ACFX 49739	H	1980	10/01/90	09/30/95	2
313L	LAUHOFF GRAIN COMPANY	5185	ACFX 27356	H	1981	08/01/91	07/31/94	1
345K	KAISER ALUMINUM & CHEMICAL	50400015	ACFX 36009	H	1980	10/01/89	09/30/96	4
345K	KAISER ALUMINUM & CHEMICAL	50400015	ACFX 36011	H	1980	10/01/89	09/30/96	1
357M	OBIL OIL CORPORATION	50400024	ACFX 36024	H	1980	01/01/91	12/31/95	2
357M	OBIL OIL CORPORATION	50400024	ACFX 36038	H	1980	01/01/91	12/31/95	1
371E	XCEL CORPORATION	08000B	ACFX 75522	T	1981	09/01/94	02/28/95	9
371E	XCEL CORPORATION	08000B	ACFX 75523	T	1981	09/01/94	02/28/95	1
371E	XCEL CORPORATION	08000B	ACFX 75525	T	1981	09/01/94	02/28/95	1
371E	XCEL CORPORATION	08000B	ACFX 75526	T	1981	09/01/94	02/28/95	1
371E	XCEL CORPORATION	08000B	ACFX 75527	T	1981	09/01/94	02/28/95	1
371E	XCEL CORPORATION	08000B	ACFX 75529	T	1981	09/01/94	02/28/95	1
371E	XCEL CORPORATION	08000B	ACFX 75530	T	1981	09/01/94	02/28/95	1
371E	XCEL CORPORATION	08000D	ACFX 75487	T	1980	12/01/94	05/31/95	1
371E	XCEL CORPORATION	08000D	ACFX 75524	T	1981	12/01/94	05/31/95	1
454P	FIZER INC	4876	ACFX 79493	T	1981	12/01/93	11/30/96	1
455P	HILLIPS PETROLEUM COMPANY	6011	ACFX 36030	H	1980	07/01/94	06/30/99	9
455P	HILLIPS PETROLEUM COMPANY	6011	ACFX 36032	H	1980	07/01/94	06/30/99	1
455P	HILLIPS PETROLEUM COMPANY	6011	ACFX 36033	H	1980	07/01/94	06/30/99	1
455P	HILLIPS PETROLEUM COMPANY	6011	ACFX 36034	H	1980	07/01/94	06/30/99	1
455P	HILLIPS PETROLEUM COMPANY	6011	ACFX 36040	H	1980	07/01/94	06/30/99	1
455P	HILLIPS PETROLEUM COMPANY	6011	ACFX 36043	H	1980	07/01/94	06/30/99	1
455P	HILLIPS PETROLEUM COMPANY	6011	ACFX 36045	H	1980	07/01/94	06/30/99	1
455P	HILLIPS PETROLEUM COMPANY	6011	ACFX 36048	H	1980	07/01/94	06/30/99	1
455P	HILLIPS PETROLEUM COMPANY	6011	ACFX 36051	H	1980	07/01/94	06/30/99	1
455P	HILLIPS PETROLEUM COMPANY	6011	ACFX 36129	H	1981	07/01/94	06/30/99	1

ANNEX Y

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
26HARBORCHEM	26HARBORCHEM	6182	ACFX 84260	T	1973	01/01/95	12/31/97	1
100CIBA-GEIGY CORPORATION	100CIBA-GEIGY CORPORATION	6001	ACFX 80228	T	1973	06/01/94	05/31/96	1
104COLGATE PALMOLIVE COMPANY	104COLGATE PALMOLIVE COMPANY	6163	ACFX 84574	T	1973	05/01/94	04/30/99	1
106DSM CHEMICALS NORTH AMERICA	106DSM CHEMICALS NORTH AMERICA	6092	ACFX 82327	T	1967	09/01/94	08/31/97	1
		6092	ACFX 83767	T	1971	09/01/94	08/31/97	2
139WATER POLLUTION CONTROL DIV	139WATER POLLUTION CONTROL DIV	0626	ACFX 19202	T	1966	02/01/95	01/31/2000	1
154DOW CHEMICAL COMPANY THE	154DOW CHEMICAL COMPANY THE	15220079	ACFX 65811	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65812	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65813	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65814	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65829	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65830	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65831	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65832	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65833	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65834	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65835	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65836	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65837	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65838	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65839	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65840	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65841	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65842	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65843	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65844	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65845	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65846	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65847	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65848	H	1989	11/01/94	11/30/95	
		15220079	ACFX 65849	H	1989	11/01/94	11/30/95	
		15220080	ACFX 73236	T	1989	10/01/89	09/30/96	
		15220080	ACFX 73237	T	1989	10/01/89	09/30/96	
		15220080	ACFX 73240	T	1989	10/01/89	09/30/96	
		15220080	ACFX 73243	T	1989	10/01/89	09/30/96	

ANNEX Y

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
	699QUIMICA FLUOR S A DE C V	53470014	ACFX	H	1987	03/01/92	02/28/97	5
	1351LYONDELL POLYMERS	53470014	ACFX	H	1987	03/01/92	02/28/97	3
		53470014	ACFX	H	1987	03/01/92	02/28/97	1
	1351LYONDELL POLYMERS	6107	ACFX	T	1968	09/01/94	08/31/99	5
	1357HARIMA USA, INC.	4246	ACFX	T	1987	12/30/92	02/28/97	1
	1357HARIMA USA, INC.	4246	ACFX	T	1987	12/30/92	02/28/97	1
	1375HAMPSHIRE CHEMICAL CORPORAT	4246	ACFX	T	1987	12/30/92	02/28/97	5
		4246	ACFX	T	1987	12/30/92	02/28/97	1
	1375HAMPSHIRE CHEMICAL CORPORAT	6226	ACFX	T	1968	03/01/95	02/28/98	1
	1386CP RECYCLING, INC.	6286	ACFX	T	1984	00/00/00	00/00/00	2
	1414M & M CLAY, INC	6286	ACFX	T	1984	00/00/00	00/00/00	2
	1414M & M CLAY, INC	6256	ACFX	T	1969	00/00/00	00/00/00	10
	1624VAN DEN BERGH FOODS COMPANY	6256	ACFX	T	1970	00/00/00	00/00/00	92
		6256	ACFX	T	1971	00/00/00	00/00/00	
		6256	ACFX	T	1973	00/00/00	00/00/00	
		6256	ACFX	T	1973	00/00/00	00/00/00	
		6256	ACFX	T	1973	00/00/00	00/00/00	
		6256	ACFX	T	1973	00/00/00	00/00/00	
		6296	ACFX	T	1965	00/00/00	00/00/00	
		6296	ACFX	T	1965	00/00/00	00/00/00	
		6296	ACFX	T	1965	00/00/00	00/00/00	
		6296	ACFX	T	1974	00/00/00	00/00/00	
	1624VAN DEN BERGH FOODS COMPANY							10
	TOTAL							92