

101 Park Avenue
New York, NY 10178-0060
212-309-6000
Fax: 212-309-6273

**Morgan, Lewis
& Bockius LLP**
COUNSELORS AT LAW

RECORDATION NO. 20271-D FILED 1475
JAN 2 1997 AM

December 31, 1996

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

Re: Quantum Chemical Corporation -
Railcar Lease Supplement No. 4
Recordation Number: 20271-20271-A

JAN 2 10 55 AM '97

RECEIVED
SURFACE TRANSPORTATION
BOARD

Dear Mr. Williams:

I have enclosed two originals of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a lease supplement, a secondary document, dated as of December 20, 1996.

The names and addresses of the parties to the document are as follows:

Lessor: Sumitomo Bank Leasing and Finance, Inc.
277 Park Avenue
New York, New York 10172

Lessee: Quantum Chemical Corporation
11500 Northlake Drive
Cincinnati, Ohio 45249

A description of the equipment and documents covered by the Lease Supplement (as defined below) follows:

50 5851 CF covered hopper cars having quadruple hoppers, stub center sill and pneumatic discharge outlets (the "Equipment"). The hopper cars, which are designed in accordance with

Counterparts - James E. Savage Jr.

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New York, New York 10172

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Cincinnati, Ohio 45249

A description of the equipment and documents covered by the Lease Supplement (as defined below) follows:

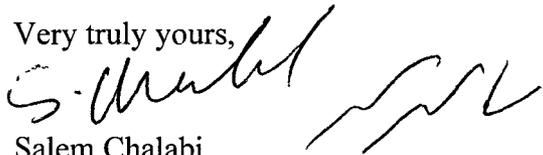
50 5851 CF covered hopper cars having quadruple⁴ hoppers, stub center sill and pneumatic discharge outlets (the "Equipment"). The hopper cars, which are designed in accordance with

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Vernon A. Williams
December 31, 1996
Page 3

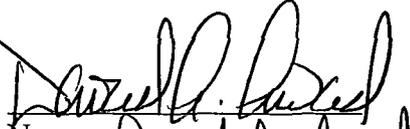
If you have any questions with respect to the enclosed, please feel free to call me at
(212) 309-6837.

Very truly yours,


Salem Chalabi

ACKNOWLEDGEMENT

I, DAoud A Awad certify that I am the SECRETARY of Sumitomo Bank Leasing and Finance, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act of and deed of the corporation. I further declare under penalty of perjury that the foregoing is true and correct. Executed on December 23, 1996.


Name: Daoud A. Awad
Title: Secretary

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

1/2/97

Salem Chalabi
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178

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 1/2/97 at 11:00AM, and assigned recordation number(s). 20271-D.

Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 22/00 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



LEASE SUPPLEMENT NO. 4

JAN 23 1997 11 22 AM

LEASE SUPPLEMENT, dated as of December 20, 1996, to PURCHASE AND MASTER LEASE AGREEMENT dated as of September 13, 1996 (the "Lease Agreement"), among the lessors referred to therein (the "Lessors") and Quantum Chemical Corporation ("Lessee") and Sumitomo Bank Leasing and Finance, Inc., as agent for the Lessors (in its capacity as such, the "Agent").

In consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Lease Agreement.
2. The date of this Lease Supplement is December 20, 1996 (the "Closing Date") and the Lessors hereby lease to Lessee under the Lease Agreement, and the Lessee hereby leases from the Lessors under the Lease Agreement, the Items of Equipment described in Part I of Schedule 1 to this Lease Supplement and said Items of Equipment are subject to all of the covenants, terms and conditions of the Lease Agreement and this Lease Supplement.
3. The Initial Term for the Items of Equipment described in Part I of Schedule 1 to this Lease Supplement commences as of the date hereof and continues to and including September 20, 1997, unless extended or earlier terminated as provided in the Lease Agreement.
4. Lessee hereby acknowledges and confirms that it has inspected and approved the Equipment set forth on Part I of Schedule I hereto for all purposes of the Lease Agreement and the other Lease Documents and, as between the Lessors and the Lessee, such Equipment is conforming and complies with the specifications for such Equipment, is in good working order, repair, condition and appearance, and without defect therein with respect to design, manufacture, condition, operation and fitness for use or in any other respect, whether or not discoverable by Lessee as of the date hereof and are accepted for lease under the Lease Agreement as of the date specified above.
5. Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease Agreement has occurred with respect to the Equipment set forth on Part I of Schedule I hereto as of the date hereof. Lessee hereby reaffirms each of the representations and warranties set forth in Section 2 of the Lease Agreement as if made on the date hereof, including that the Equipment set forth on Schedule I hereto is free and clear of all Liens other than Equipment Permitted Liens.

6. The aggregate Equipment Cost for the Items of Equipment described in Part I of Schedule I to this Lease Supplement is \$3,370,900.

7. The Acquisition Cost, associated Soft Costs and location (address, county and state) for each Item of Equipment described in Schedule 1 to this Supplement are set forth on Schedule 1 to this Lease Supplement.

8. Initially, and until changed pursuant to the Lease Agreement, Base Rent will be based on the Euro-Dollar Rate.

9. UCC-1 Filings have been made as shown on Schedule 2 to this Supplement, this Supplement will be filed with the STB and the Office of the Registrar General of Canada by the next business day and Additional Base Rent for the Equipment described herein is as set forth in Schedule 3 to this Supplement.

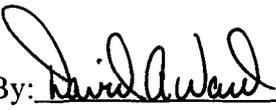
10. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of the Lease Supplement may refer to the "Purchase and Master Lease Agreement, dated as of September 13, 1996", or may identify the Lease Agreement in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

11. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument. This Lease Supplement shall be construed in connection with and as part of the Lease Agreement, and all terms, conditions and covenants contained in the Lease Agreement, as supplemented by this Lease Supplement, shall be and remain in full force and effect and shall govern the Equipment described on Part I of Schedule I hereto.

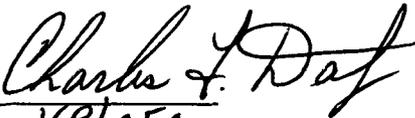
12. This Lease Supplement has been delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Agent, on behalf of the Lessors, and the Lessee have caused this Lease Supplement to be executed and delivered by their duly authorized officers as of the day and year first above written.

AGENT (ON BEHALF OF THE LESSORS): SUMITOMO BANK LEASING AND FINANCE, INC.

By: 
Title: Senior Vice President

LESSEE: QUANTUM CHEMICAL CORPORATION

By: 
Title: VP/CFo

Receipt of this original counterpart of this Lease Supplement is hereby acknowledged this 20th day of December, 1996:

SUMITOMO BANK LEASING
AND FINANCE, INC., as Agent

By: _____
Title: _____

SCHEDULE 1 TO LEASE SUPPLEMENT
(Fourth Closing Equipment Schedule)
PART I - Description of Equipment

Type	Quantity	Car Number	Place of Delivery
5851 CF Covered Hopper Car	1	QCCX 2126	Bessemer, Alabama
5851 CF Covered Hopper Car	1	QCCX 2133	Bessemer, Alabama
5851 CF Covered Hopper Car	1	QCCX 2137	Bessemer, Alabama
5851 CF Covered Hopper Car	1	QCCX 2235	Bessemer, Alabama
5851 CF Covered Hopper Car	2	QCCX 2238-2239	Bessemer, Alabama
5851 CF Covered Hopper Car	1	QCCX 2297	Bessemer, Alabama
5851 CF Covered Hopper Car	1	QCCX 2302	Bessemer, Alabama
5851 CF Covered Hopper Car	1	QCCX 2305	Bessemer, Alabama
5851 CF Covered Hopper Car	7	QCCX 2311-2317	Bessemer, Alabama
5851 CF Covered Hopper Car	12	QCCX 2319-2330	Bessemer, Alabama
5851 CF Covered Hopper Car	15	QCCX 2332-2346	Bessemer, Alabama
5851 CF Covered Hopper Car	7	QCCX 2347-2353	Bessemer, Alabama
TOTAL	50		

PART II.-Acquisiton Costs, Soft Costs and Equipment Cost

<u>Car Number</u>	<u>Type</u>	<u>Payee Name and Address</u>	<u>Type of Charge</u>	<u>Amount</u>
QCCX 2126	Covered	Trinity Industries, Inc.	Car Cost (50	\$3,305,150
2133	Hopper Car	Texas Commerce	cars @	
2137		Bank, Houston, TX	\$66,103* per	
2235		Account Number	car)	
2238-2239		08805014899		
2297		ABA Routing #		
2302		113000609		
2305				
2311-2317				
2319-2330		Trinity Industries, Inc.	New Car	\$ 40,750
2332-2346		Texas Commerce	Freight (50 cars	
2347-2353		Bank, Houston, TX	@ \$815 per car)	
		Account Number		
		08805014899		
		ABA Routing #		
		113000609		
		Sumitomo Bank c/o	Service Fee (50	\$ 25,000
		Transcisco Leasing	cars @ \$500	
		Company	per car)	
		Account Number		
		017000084-70		
		ABA Routing #		
		121002042		
<u>Total 50</u>			<u>Total</u>	<u>\$3,370,900**</u>
<u>Acquisiton Cost</u>				\$3,305,150
<u>Soft Costs</u>				\$ 25,000
<u>Equipment Costs</u>				\$3,370,900**

*Includes: \$65,825 per car base car cost with interior lining, \$395 per car additional exterior paint cost, and \$117 credit per car freight equalization from Bessemer, Alabama to Beaumont, Texas.

** Does not include legal and transaction fees.

SCHEDULE 2
TO
LEASE SUPPLEMENT

UCC-1 Filing Schedule

State

Place of Filing

Ohio

Secretary of State
Hamilton County

Schedule 3 to Lease Supplement Number 4

<u>Rent Payment Date</u>	<u>Additional Base Rent</u>
01/20/97	11,828.00
02/20/97	11,828.00
03/20/97	11,828.00
04/20/97	11,828.00
05/20/97	11,828.00
06/20/97	11,828.00
07/20/97	11,828.00
08/20/97	11,828.00
09/20/97	11,828.00
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04/20/2000	11,828.00
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07/20/2000	11,828.00
08/20/2000	11,828.00
09/20/2000	11,828.00
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01/20/2001	11,828.00
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