

DAVIS POLK & WARDWELL

1 CHASE MANHATTAN PLAZA
NEW YORK, N. Y. 10005
212-530-4000

16851
RECORDED NO. FILED 1990

APR 26 1990 -4 15 AM

INTERSTATE COMMERCE COMMISSION

April 26, 1990

Secretary
Interstate Commerce Commission
12 Street and Constitution Avenue
Washington, DC 20423

0-116A065

Dear Secretary:

I have enclosed an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

The document is a Security Agreement dated as of April 25, 1990 between Georgia Gulf Corporation (the "Assignor") and The Chase Manhattan Bank (National Association) as Administrative Agent (the "Assignee"). This document is a primary document.

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

Leander
Assignor:

Georgia Gulf Corporation
400 Perimeter Center Terrace
Suite 595
Atlanta, Georgia 30346

Leander
Assignee:

The Chase Manhattan Bank
(National Association),
as Administrative Agent
One Chase Manhattan Plaza
New York, New York 10081

A description of the equipment covered by the documents is attached to the document as Exhibit E. Included in the property covered by the aforesaid Security Agreement are railroad cars and other rolling stock intended for use related to interstate commerce, or interests therein, owned

or leased by Georgia Gulf Corporation at the date of said Security Agreement or thereafter acquired by it or its successors as owners or lessees of the railway cars covered by the Security Agreement.

A fee of \$~~10.00~~^{15.00} is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to :

Andrew G. Fossett, Esq.
Davis Polk & Wardwell
One Chase Manhattan Plaza
New York, New York 10005

A short summary of the documents to appear in the index follows:

1. Security Agreement dated as of April 25, 1990 between Georgia Gulf Corporation and The Chase Manhattan Bank (National Association), as Administrative Agent, concerning rolling stock owned or leased by Assignor.

Please date stamp the enclosed copy of this letter and return it to our messenger. Thank you for your assistance in this matter.

Very truly yours,

Andrew G. Fossett/jm

Andrew G. Fossett

Interstate Commerce Commission
Washington, D.C. 20423

5/7/90

OFFICE OF THE SECRETARY

Andrew G. Fossett, Esq
Davis Polk & Wardwell
One Chase Manhattan plaza
New York, N.Y. 10005

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 4/26/90 at 4:15am, and assigned recordation number(s). 16851

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

16851

RECORDATION NO. _____ FILED 1990

APR 26 1990 -4 15 AM

INTERSTATE COMMERCE COMMISSION

COMPANY
SECURITY AGREEMENT

AGREEMENT dated as of April 25, 1990 between GEORGIA GULF CORPORATION, a Delaware corporation (with its successors, the "Company"), and THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), as administrative agent (with its successors in such capacity, the "Administrative Agent").

W I T N E S S E T H :

WHEREAS, the Company, certain lenders (the "Lenders"), The Chase Manhattan Bank (National Association), Security Pacific National Bank, Bankers Trust Company, Citibank, N.A., and General Electric Capital Corporation, as co-agents (the "Co-Agents"), and the Administrative Agent are parties to a Credit Agreement dated as of April 25, 1990 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit (by making loans and issuing letters of credit) to be made by the Lenders to the Company;

WHEREAS, the Company may, after the date hereof, become obligated to one or more Lenders under one or more Interest Rate Agreements as contemplated by Section 9.24 of the Credit Agreement; and

WHEREAS, in order to induce the Lenders, the Co-Agents and the Administrative Agent to enter into the Credit Agreement and in order to induce the Lenders to enter into any Interest Rate Agreements, the Company has agreed to grant a continuing security interest in and to the Collateral (as hereafter defined) to secure its obligations under the Credit Agreement, including, without limitation, its obligations under the notes issued pursuant to the Credit Agreement and its reimbursement obligations with respect to letters of credit issued pursuant thereto and its obligations in respect of Secured Interest Rate Indebtedness (as defined below);

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions

Terms defined in the Credit Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein. The following additional terms, as used herein, have the following respective meanings:

"Accounts" means all "accounts" (as defined in the UCC) now owned or hereafter acquired by the Company and shall also mean and include all accounts receivable, contract rights, book debts, notes, drafts and other obligations or indebtedness owing to the Company arising from the sale, lease or exchange of goods or other property by it and/or the performance of services by it (including, without limitation, any such obligation which might be characterized as an account, contract right or general intangible under the Uniform Commercial Code in effect in any jurisdiction) and all of the Company's rights in, to and under all purchase orders for goods, services or other property, and all of the Company's rights to any goods, services or other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit) and all monies due to or to become due to the Company under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services by it (whether or not yet earned by performance on the part of the Company), in each case whether now in existence or hereafter arising or acquired including, without limitation, the right to receive the proceeds of said purchase orders and contracts and all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing.

"Collateral" has the meaning set forth in Section 3.

"Collateral Account" has the meaning set forth in Section 5.

"Company Note" has the meaning set forth in Section 4(Q).

"Copyright License" means any written agreement now or hereafter in existence granting to the Company any right to publication as to which a Copyright is in existence.

"Copyrights" means all the following: (i) all copyrights under the laws of the United States or any other country, all registrations and recordings thereof, and all applications for copyrights under the laws of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"Copyright Security Agreement" means a Copyright Security Agreement executed and delivered by the Company in favor of the Administrative Agent, for the benefit of the Secured Parties, substantially in the form of Exhibit D hereto, as the same may be amended from time to time.

"Documents" means all "documents" (as defined in the UCC) or other receipts covering, evidencing or representing goods, now owned or hereafter acquired, by the Company.

"Equipment" means all "equipment" (as defined in the UCC) now owned or hereafter acquired by the Company, including, without limitation, all motor vehicles, trucks, trailers and Rolling Stock.

"General Intangibles" means all "general intangibles" (as defined in the UCC) now owned or hereafter acquired by the Company, including, without limitation, (i) all right, title and interest of the Company under the Assigned Agreements, (ii) all obligations or indebtedness owing to the Company (other than Accounts) from whatever source arising, (iii) all Copyright Licenses, Copyrights, Patent Licenses, Patents, Trademark Licenses, Trademarks, rights in intellectual property, goodwill, trade names, service marks, trade secrets, permits and licenses, (iv) all rights or claims in respect of refunds for taxes paid and (v) all rights in respect of any pension plan or similar arrangement maintained for employees of any member of the Controlled Group.

"Guarantor Pledge and Security Agreement" means the Guarantor Pledge and Security Agreement dated as of April 25, 1990 between Export and the Administrative Agent, as the same may be modified and supplemented and in effect from time to time.

"Instruments" means all "instruments", "chattel paper" or "letters of credit" (each as defined in the UCC) evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances, now owned or hereafter acquired by the Company.

"Inventory" means all "inventory" (as defined in the UCC), now owned or hereafter acquired by the Company, wherever located, and shall also mean and include, without limitation, all raw materials and other materials and supplies, work-in-process and finished goods and any products made or processed therefrom and all substances, if any, commingled therewith or added thereto.

"Leased Rolling Stock" has the meaning set forth in Section 3(A).

"Majority Lenders" means, at any time, Secured Parties holding at least 51% of the outstanding aggregate principal amount of the Loans (other than Swing Loans) and Letter of Credit Liabilities (other than in respect of Swing Letters of Credit but including, without limitation, participation in the Participation Letters of Credit) under the Credit Agreement (or, if no such Loans or Letter of Credit Liabilities are outstanding at such time, the aggregate amount of the Commitments of the Lenders under the Credit Agreement).

"Patent License" means any written agreement now or hereafter in existence granting to the Company any right to practice any invention on which a Patent is in existence, including, without limitation, the agreements described in Schedule 1 to Exhibit B hereto.

"Patents" means all the following: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule 1 to Exhibit B hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"Patent Security Agreement" means the Patent Security Agreement executed and delivered by the Company in favor of the Administrative Agent, for the benefit of the Secured Parties, substantially in the form of Exhibit B hereto, as the same may be amended from time to time.

"Perfection Certificate" means a certificate substantially in the form of Exhibit A hereto, completed and supplemented with the schedules and attachments contemplated thereby to the satisfaction of the Administrative Agent, and duly executed by the chief financial officer and the chief legal officer of the Company.

"Permitted Liens" means the Security Interests and the Liens on the Collateral permitted to be created, assumed or exist pursuant to Section 9.14 of the Credit Agreement.

"Proceeds" means all proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, collateral, including, without limitation, all claims of the Company against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any collateral, and any condemnation or requisition payments with respect to any collateral, in each case whether now existing or hereafter arising.

"Rolling Stock" means all railcars, barges and other water carrier equipment, including, without limitation, those listed in Exhibit E hereto, and all accessions, appurtenances and parts installed on and additions thereto, and replacements thereof, now owned or hereafter acquired by the Company.

"Rolling Stock Leases" has the meaning set forth in Section 3(A).

"Rolling Stock Revenues" means any monies, revenues, payments or credits now owned or hereafter acquired by the Company which are generated by or attributable to the Rolling Stock or Leased Rolling Stock, including, without limitation, railcar hire payments, mileage allowances, per diem mileage payments, empty mileage allowances, mileage credits and excess mileage credits, in each case whether now existing or hereafter arising.

"Secured Interest Rate Indebtedness" means the obligations of the Company to the Lenders or any of them in respect of the Interest Rate Agreements contemplated by Section 9.24 of the Credit Agreement.

"Secured Obligations" means the obligations secured under this Agreement, including (a) all principal of and interest (including, without limitation, any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Company) on any Loan to the Company under, or any Note issued by the Company pursuant to, or any Reimbursement Obligation of the Company under, the Credit Agreement; (b) all other amounts payable by the Company under the Credit Agreement; (c) all obligations of the Company to the Secured Parties constituting Secured Interest Rate Indebtedness; (d) all amounts payable by the Company hereunder; and (e) any renewals or extensions of any of the foregoing.

"Secured Parties" means (i) the Lenders, (ii) the Administrative Agent and (iii) the Lenders holding Secured Interest Rate Indebtedness.

"Security Interests" means the security interests granted pursuant to Section 3, as well as all other security interests created or assigned as additional security for the Secured Obligations pursuant to the provisions of this Agreement.

"Trademark License" means any written agreement now or hereafter in existence granting to the Company any right to use any Trademark.

"Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule 1 to Exhibit C hereto, and (ii) all reissues, extensions or renewals thereof.

"Trademark Security Agreement" means the Trademark Security Agreement executed and delivered by the Company in favor of the Administrative Agent, for the benefit of the Secured Parties, substantially in the form of Exhibit C hereto, as the same may be amended from time to time.

"UCC" means the Uniform Commercial Code as in effect on the date hereof in the State of New York; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

SECTION 2. Representations and Warranties

The Company represents and warrants as follows:

(A) The Company has good and marketable title to all of the Collateral, free and clear of any Liens other than the Permitted Liens. The Company has taken all actions necessary under the UCC to perfect its interest in any Accounts purchased by it or in which it otherwise has an interest, as against its assignors and creditors of its assignors.

(B) The Company has not performed any acts which might prevent the Administrative Agent from enforcing any of the terms of this Agreement or which would limit the Administrative Agent in any such enforcement. Other than financing statements or other similar or equivalent documents or instruments with respect to the Security Interests and Permitted Liens, no financing statement, mortgage, security agreement or similar or equivalent document or instrument covering all or any part of the Collateral is on file or of record in any jurisdiction in which such filing or recording would be effective to perfect a Lien on such Collateral. No Collateral is in the possession of any Person (other than the Company) asserting any claim thereto or security interest therein, except that the Administrative Agent or its designee may have possession of Collateral as contemplated hereby.

(C) Not later than the date of the first borrowing under the Credit Agreement, the Company shall deliver the Perfection Certificate to the Administrative Agent. The

information set forth therein shall be correct and complete. Not later than 60 days following the date of the first borrowing, the Company shall furnish to the Administrative Agent file search reports from each filing office set forth in Schedule 7 to the Perfection Certificate or other evidence satisfactory to the Majority Lenders confirming the filing information set forth in such Schedule.

(D) The Security Interests constitute valid security interests under the UCC securing the Secured Obligations. When UCC financing statements in appropriate form have been filed in the offices specified in the Perfection Certificate, and this Agreement and any amendments hereto in appropriate form have been filed in the office of the Secretary of the Interstate Commerce Commission, with respect to any Rolling Stock, Leased Rolling Stock or Rolling Stock Leases, the Security Interests shall constitute perfected security interests in the Collateral (except Inventory in transit) to the extent that a security interest therein may be perfected by filing pursuant to the UCC and the Interstate Commerce Act, prior to all other Liens and rights of others therein except for the Permitted Liens. When the Patent Security Agreement and the Trademark Security Agreement have been filed with the United States Patent and Trademark Office, the Security Interests shall constitute perfected security interests in all right, title and interest of the Company in Patents and Trademarks, prior to all other Liens and rights of others therein except for the Permitted Liens. When a Copyright Security Agreement has been filed with the United States Copyright Office, the Security Interests shall constitute perfected security interests in all right, title and interest of the Company in Copyrights, prior to all other Liens and rights of others therein except for the Permitted Liens.

(E) The Inventory and Equipment are insured in accordance with the requirements of the Credit Agreement.

(F) All Inventory has or will have been produced in compliance with the applicable requirements of the Fair Labor Standards Act, as amended.

SECTION 3. The Security Interests

(A) In order to secure the full and punctual payment of the Secured Obligations in accordance with the terms thereof, and to secure the performance of all of the obligations of the Company hereunder, under the Credit Agree-

ment and under the Secured Interest Rate Indebtedness, the Company hereby hypothecates and grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all right, title and interest of the Company in the following property, whether now owned or existing or hereafter acquired or arising and regardless of where located (all being collectively referred to as the "Collateral"):

- (1) Accounts;
- (2) Inventory;
- (3) General Intangibles;
- (4) Documents;
- (5) Instruments;
- (6) Equipment;

(7) The Collateral Account, all cash deposited therein from time to time, the Liquid Investments made pursuant to Section 5(D) and other monies and property of any kind of the Company in the possession or under the control of the Administrative Agent;

(8) All books and records (including, without limitation, customer lists, marketing information, credit files, price lists, operating records, vendor and supplier price lists, sales literature, computer programs, printouts and other computer materials and records) of the Company pertaining to any of the Collateral;

(9) All right, title, claims and benefits now owned or hereafter acquired by the Company in and to any railcar leases, subleases, rental agreements and car hire contracts in which the Company shall at any time have any interest, including, without limitation, those railcar leases listed in Exhibit E hereto, and any right, title, claim and benefits of the Company now owned or hereafter acquired in and to any management agreement concerning all such leases and agreements (collectively, "Rolling Stock Leases"); and all right, title and interest of the Company in the railcars and equipment, including, without limitation, those railcars listed in

Exhibit E hereto, provided pursuant to any Rolling Stock Leases including, without limitation, those railcars listed in Exhibit E hereto, ("Leased Rolling Stock"); in each case, including, without limitation, all rights of the Company to receive and apply any Rolling Stock Revenues attributable to any Leased Rolling Stock or pursuant to any Rolling Stock Leases;

(10) All rights now owned or hereafter acquired by the Company to receive and collect any Rolling Stock Revenues;

(11) All Proceeds of, attachments or accessions to, or substitutions for all or any of the Collateral described in Clauses 1 through 10 hereof.

(B) The Security Interests are granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or transfer or in any way affect or modify, any obligation or liability of the Company with respect to any of the Collateral or any transaction in connection therewith.

SECTION 4. Further Assurances; Covenants

(A) (I) The Company will not change (i) the location of its places of business and its chief executive office or (ii) the locations where it keeps or holds any Collateral (other than Inventory and Rolling Stock in transit) or records relating thereto from the applicable location described in the Perfection Certificate unless it shall have given the Administrative Agent notice thereof and an opinion of counsel with respect thereto in accordance with Section 4(N). The Company shall not in any event change the location of any Collateral if such change would cause the Security Interests in such Collateral to lapse or cease to be perfected.

(II) The Company will not change its name, identity or corporate structure in any manner unless it shall have given the Administrative Agent prior notice thereof and delivered an opinion of counsel with respect thereto in accordance with Section 4(N).

(B) The Company will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper and take any other action (including, without limitation, any filings with the United States Patent and Trademark Office, any filings with the United States Copyright Office, any filings with the Interstate Commerce Commission and any filings of financing or continuation statements under the UCC) that from time to time may be necessary or desirable, or that the Administrative Agent may request, in order to create, preserve, upgrade in rank (to the extent required hereby), perfect, confirm or validate the Security Interests or to enable the Administrative Agent and the other Secured Parties to obtain the full benefits of this Agreement, or to enable the Administrative Agent to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the Collateral. To the extent permitted by law, the Company hereby authorizes the Administrative Agent to execute and file financing statements or continuation statements without the Company's signature appearing thereon. The Company agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. The Company shall pay the costs of, or incidental to, any recording or filing of any financing or continuation statements concerning the Collateral.

(C) If any Collateral is at any time in the possession or control of any warehouseman, bailee or any of the Company's agents or processors, the Company shall, upon the request of the Administrative Agent acting on the instructions of the Majority Lenders, notify such warehouseman, bailee, agent or processor of the Security Interests created hereby and to hold all such Collateral for the Administrative Agent's account subject to the Administrative Agent's instructions.

(D) The Company shall keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as the Majority Lenders may reasonably request in order to reflect the Security Interests.

(E) The Company will immediately deliver and pledge each Instrument to the Administrative Agent, appropriately endorsed to the Administrative Agent, provided that so long as no Event of Default shall have occurred and be continuing, the Company may retain for collection in the ordinary course any Instruments (other than checks and drafts

constituting payments in respect of Accounts, as to which the provisions of Section 5(B) shall apply) received by it in the ordinary course of business and the Administrative Agent shall, promptly upon request of the Company, make appropriate arrangements for making any other Instrument pledged by the Company available to it for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate to the Administrative Agent, against trust receipt or like document).

(F) The Company shall use its best efforts to cause to be collected from its account debtors, as and when due, any and all amounts owing under or on account of each Account (including, without limitation, Accounts which are delinquent, such Accounts to be collected in accordance with lawful collection procedures) and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Account. Unless an Event of Default has occurred and is continuing and the Administrative Agent is exercising its rights hereunder to collect Accounts, the Company may allow in the ordinary course of business as adjustments to amounts owing under its Accounts (i) an extension or renewal of the time or times of payment, or settlement for less than the total unpaid balance, which the Company finds appropriate in accordance with sound business judgment and (ii) a refund or credit due as a result of returned or damaged merchandise, all in accordance with the Company's ordinary course of business consistent with its historical collection practices. The costs and expenses (including, without limitation, attorney's fees) of collection, whether incurred by the Company or the Administrative Agent, shall be borne by the Company.

(G) Upon the occurrence and during the continuance of any Event of Default, upon the request of the Majority Lenders acting through the Administrative Agent, the Company will promptly notify (and the Company hereby authorizes the Administrative Agent so to notify) each account debtor in respect of any Account or Instrument that such Collateral has been assigned to the Administrative Agent hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to the Administrative Agent or its designee.

(H) The Company shall, (i) as soon as practicable after the date hereof, in the case of Equipment now owned constituting goods in which a security interest is perfected by a notation on the certificate of title or similar evidence of the ownership of such goods, and (ii) within 10 days of

acquiring any other similar Equipment, in each case, (a) having a value in excess of \$200,000 or (b) having a value in excess of \$100,000, if the aggregate of all such items owned by the Company at any time is greater than \$1,000,000, deliver to the Administrative Agent any and all certificates of title, applications for title or similar evidence of ownership of such Equipment and shall cause the Administrative Agent to be named as lienholder on any such certificate of title or other evidence of ownership. The Company shall promptly inform the Administrative Agent of any additions to or deletions from the Equipment and shall not permit any such items to become a fixture to real estate other than real estate described in the Mortgages.

(I) The Company shall as soon as practicable after the date hereof, at its own cost and expense, cause to be plainly, distinctly, permanently and conspicuously placed, fastened or painted upon each side of each item of Rolling Stock a legend bearing such words as the Administrative Agent may request indicating the Lien over and security interest in such Rolling Stock created hereby in letters not less than one inch in height. The Company may permit the Rolling Stock to be operated within the United States, but shall not permit the Rolling Stock to be operated outside the boundaries of the continental United States, provided that the Company may, in the ordinary course of its business, operate not more than an aggregate at any time of 80 items of Rolling Stock in Canada and Mexico; provided further that any such Rolling Stock is used only for transporting goods or materials to or from the continental United States and not for storage of goods or materials outside the continental United States.

(J) Without the prior written consent of the Majority Lenders, the Company will not (a) sell, lease, exchange, assign or otherwise dispose of, or grant any option with respect to, any Collateral except, subject to the rights of the Administrative Agent and the Lenders hereunder if an Event of Default shall have occurred and be continuing, as permitted under clauses (i) and (ii) of Section 9.13 of the Credit Agreement and, in the case of any such disposition, the Security Interests created hereby in such item (but not in any Proceeds arising from such sale or exchange) shall cease immediately without any further action on the part of the Administrative Agent; or (b) create, incur or suffer to exist any Lien with respect to any Collateral, except for the Permitted Liens.

(K) The Company will maintain insurance in accordance with Section 9.03 of the Credit Agreement.

(L) The Company will, promptly upon request, provide to the Administrative Agent all information and evidence it may reasonably request concerning the Collateral, and in particular the Accounts, to enable the Administrative Agent to enforce the provisions of this Agreement.

(M) The Company shall notify the Administrative Agent immediately if it knows, or has reason to know, that any application or registration relating to any Copyright, Patent or Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Copyright Office, the United States Patent and Trademark Office, or any court) regarding the Company's ownership of any Copyright, Patent or Trademark, its right to register the same, or to keep and maintain the same. In the event that any Copyright, Copyright License, Patent, Patent License, Trademark or Trademark License is infringed, misappropriated or diluted by a third party, the Company shall notify the Administrative Agent promptly after it learns thereof and shall, unless the Company shall reasonably determine that any such action would be of negligible economic value, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as the Company shall reasonably deem appropriate under the circumstances to protect such Copyright, Copyright License, Patent, Patent License, Trademark or Trademark License. In no event shall the Company, either itself or through any agent, employee or licensee, file an application for the registration of any Copyright with the United States Copyright Office or any Patent or Trademark with the United States Patent and Trademark Office, or with any similar office or agency in any other country or any political subdivision thereof, unless not less than 30 days prior thereto it informs the Administrative Agent, and, upon request of the Administrative Agent, executes and delivers any and all agreements, instruments, documents and papers the Administrative Agent may request to evidence the Security Interests in such Copyright, Patent or Trademark and the goodwill and general intangibles of the Company relating thereto or represented thereby, and the Company hereby constitutes the Administrative Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, shall be irrevocable until the Secured Obligations are paid in full.

(N) Not more than six months nor less than 10 days prior to each date on which the Company proposes to take any action contemplated by Section 4(A)(I) or (II), the Company shall, at its cost and expense, cause to be delivered to the Secured Parties an opinion of counsel satisfactory to the Administrative Agent (the Company's general counsel being deemed to be satisfactory unless the Administrative Agent notifies the Company otherwise), substantially in the form of Exhibit F hereto, to the effect that all financing statements and amendments or supplements thereto, continuation statements and other documents required to be recorded or filed in order to perfect and protect the Security Interests for a period, specified in such opinion, continuing until a date not earlier than eighteen months from the date of such opinion, against all creditors of and purchasers from the Company have been filed in each filing office necessary for such purpose and that all filing fees and taxes, if any, payable in connection with such filings have been paid in full.

(O) Within five (5) Business Days of entering into, amending, modifying or terminating any Rolling Stock Lease, the Company will deliver a copy of such Rolling Stock Lease, amendment or modification or notice of such termination to the Administrative Agent.

(P) From time to time upon request by the Administrative Agent, the Company shall, at its cost and expense, cause to be delivered to the Secured Parties an opinion of counsel satisfactory to the Administrative Agent as to such matters relating to the transactions contemplated hereby as the Majority Lenders may reasonably request.

(Q) Contemporaneously with the execution of this Agreement, the Company shall execute an intercompany note in a form acceptable to the Administrative Agent payable to Export (the "Company Note"). All amounts owing at any time and from time to time from the Company to Export in respect of commissions of the type referred to in Section 9.17(d) of the Credit Agreement or otherwise shall be evidenced by the Company Note and the Company shall cause Export to pledge and deliver the Company Note to the Administrative Agent pursuant to the Guarantor Pledge and Security Agreement and promptly to advise the Administrative Agent of each change in the amounts payable to Export by the Company. All payments to be made by the Company to Export pursuant to the Company Note shall be remitted in accordance with Section 6(B) of the Guarantor Pledge and Security Agreement.

SECTION 5. Collateral Account

(A) There is hereby established with the Administrative Agent a cash collateral account (the "Collateral Account") in the name and under the control of the Administrative Agent into which there shall be deposited from time to time the cash proceeds of the Collateral required to be delivered to the Administrative Agent pursuant to subsection (B) of this Section 5 or any other provision of this Agreement. Any income received by the Administrative Agent with respect to the balance from time to time standing to the credit of the Collateral Account, including any interest or capital gains on Liquid Investments, shall remain, or be deposited, in the Collateral Account. All right, title and interest in and to the cash amounts on deposit from time to time in the Collateral Account together with any Liquid Investments from time to time made pursuant to subsection (D) of this Section shall vest in the Administrative Agent, shall constitute part of the Collateral hereunder and shall not constitute payment of the Secured Obligations until applied thereto as hereinafter provided. .

(B) The Company shall instruct all account debtors and other Persons obligated in respect of all Accounts or in respect of any Rolling Stock Revenues to make all payments in respect of such Accounts or Rolling Stock Revenues either (i) directly to the Administrative Agent (by instructing that such payments be remitted to a post office box which shall be in the name and under the control of the Administrative Agent) or (ii) to one or more other banks in any state (other than Louisiana) in the United States (by instructing that such payments be remitted to a post office box which shall be in the name and under the control of such bank) under a Lockbox Letter substantially in the form of Exhibit G hereto duly executed by the Company and such bank or under other arrangements, in form and substance satisfactory to the Administrative Agent, pursuant to which the Company shall have irrevocably instructed such other bank (and such other bank shall have agreed) to remit all proceeds of such payments directly to the Administrative Agent for deposit into the Collateral Account or as the Administrative Agent may otherwise instruct such bank. All such payments made to the Administrative Agent shall be deposited in the Collateral Account. In addition to the foregoing, the Company agrees that if the proceeds of any Collateral hereunder (including the payments made in respect of Accounts or Rolling Stock Revenues) shall be received by it, the Company shall as promptly as possible deposit such proceeds into the Col-

lateral Account. Until so deposited, all such proceeds shall be held in trust by the Company for and as the property of the Administrative Agent and the Secured Parties and shall not be commingled with any other funds or property of the Company.

(C) The balance from time to time standing to the credit of the Collateral Account shall, except upon the occurrence and continuation of an Event of Default, be distributed to the Company upon the order of the Company. If immediately available cash on deposit in the Collateral Account is not sufficient to make any distribution to the Company referred to in the previous sentence of this Section 5(C), the Administrative Agent shall liquidate as promptly as practicable Liquid Investments as required to obtain sufficient cash to make such distribution and, notwithstanding any other provision of this Section 5, such distribution shall not be made until such liquidation has taken place. Upon the occurrence and continuation of an Event of Default, the Administrative Agent shall, if so instructed by the Majority Lenders, apply or cause to be applied (subject to collection) any or all of the balance from time to time standing to the credit of the Collateral Account in the manner specified in Section 9.

(D) Amounts on deposit in the Collateral Account shall be invested and re-invested from time to time in such Liquid Investments as the Company shall determine, which Liquid Investments shall be held in the name and be under the control of the Administrative Agent, provided that, if an Event of Default has occurred and is continuing, the Administrative Agent shall, if instructed by the Majority Lenders, liquidate any such Liquid Investments and apply or cause to be applied the proceeds thereof to the payment of the Secured Obligations in the manner specified in Section 9. For this purpose, (i) each Liquid Investment shall mature within 30 days after it is acquired by the Administrative Agent and (ii) in order to provide the Administrative Agent, for the benefit of the Secured Parties, with a perfected security interest therein, each Liquid Investment shall be either:

(i) evidenced by negotiable certificates or instruments, or if non-negotiable then issued in the name of the Administrative Agent, which (together with any appropriate instruments of transfer) are delivered to, and held by, the Administrative Agent or an agent thereof (which

shall not be the Company or any of its Affiliates) in the State of New York; or

(ii) in book-entry form and issued by the United States and subject to pledge under applicable state law and Treasury regulations and as to which (in the opinion of counsel to the Administrative Agent) appropriate measures shall have been taken for perfection of the Security Interests.

SECTION 6. General Authority

The Company hereby irrevocably appoints the Administrative Agent its true and lawful attorney, with full power of substitution, in the name of the Company, the Administrative Agent, the Secured Parties or otherwise, for the sole use and benefit of the Administrative Agent and the other Secured Parties, but at the Company's expense, to the extent permitted by law to exercise, at any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:

(i) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof,

(ii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto,

(iii) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Administrative Agent were the absolute owner thereof, and

(iv) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto;

provided that the Administrative Agent shall give the Company not less than ten days' prior written notice of the time and place of any sale or other intended disposition of any of the Collateral, except any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. The Company agrees

that such notice constitutes "reasonable notification" within the meaning of Section 9-504(3) of the UCC.

SECTION 7. Remedies upon Event of Default

(A) If any Event of Default has occurred and is continuing, the Administrative Agent may exercise on behalf of the Secured Parties all rights of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) and, in addition, the Administrative Agent may, without being required to give any notice, except as herein provided or as may be required by mandatory provisions of law, (i) withdraw all cash and Liquid Investments in the Collateral Account and apply such monies, Liquid Investments and other cash, if any, then held by it as Collateral as specified in Section 9 and (ii) if there shall be no such monies, Liquid Investments or cash or if such monies, Liquid Investments or cash shall be insufficient to pay all the Secured Obligations in full, sell the Collateral or any part thereof at public or private sale, for cash, upon credit or for future delivery, and at such price or prices as the Administrative Agent may deem satisfactory. The Administrative Agent or any other Secured Party may be the purchaser of any or all of the Collateral so sold at any public sale (or, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, at any private sale) and thereafter hold the same, absolutely, free from any right or claim of whatsoever kind. The Company will execute and deliver such documents and take such other action as the Administrative Agent deems necessary or advisable in order that any such sale may be made in compliance with law. Upon any such sale the Administrative Agent shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold to it absolutely, free from any claim or right of whatsoever kind, including any equity or right of redemption of the Company which, to the extent permitted by law, hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter adopted. The notice (if any) of such sale required by Section 6 shall (1) in case of a public sale, state the time and place fixed for such sale, and (2) in the case of a private sale, state the day after which such sale may be consummated. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix in the notice of such sale. At any such sale the

Collateral may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may determine. The Administrative Agent shall not be obligated to make any such sale pursuant to any such notice. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the selling price is paid by the purchaser thereof, but the Administrative Agent shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. The Administrative Agent, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction. For the purposes of obtaining executory process, the Company does hereby confess judgment in favor of the Administrative Agent for the full amount of the Secured Obligations.

In furtherance and not in derogation of the Administrative Agent's rights hereunder and under the other Basic Documents, the Company does by these presents consent, agree and stipulate that upon the occurrence of an Event of Default it shall be lawful for the Administrative Agent, and the Company does hereby authorize the Administrative Agent, to cause all and singular the Collateral to be seized and sold under executory or ordinary process, at the Administrative Agent's sole option, without appraisal, appraisal being hereby expressly waived, as an entirety or in parcels as the Administrative Agent may determine, to the highest bidder for cash, and otherwise exercise the rights, powers and remedies afforded herein and under applicable Louisiana law. Any and all declarations of fact made by authentic act before a Notary Public in the presence of two witnesses by a person declaring that such facts lie within his knowledge shall constitute authentic evidence of such facts for the purpose of executory process. The Company hereby waives in favor of the Administrative Agent: (a) the benefit of appraisal as provided in Louisiana Code of Civil Procedure Articles 2332, 2336, 2723 and 2724, and all other laws conferring the same; (b) the demand and three days delay accorded by Louisiana Code of Civil Procedure Articles 2639 and 2721; (c) the notice of seizure required by Louisiana

Code of Civil Procedure Articles 2293 and 2721; (d) the three days delay provided by Louisiana Code of Civil Procedure Articles 2331 and 2722; and (e) the benefit of the other provisions of Louisiana Code of Civil Procedure Articles 2331, 2722, and 2723, not specifically mentioned above. The Administrative Agent is hereby appointed agent and attorney-in-fact for the Company and is hereby authorized and empowered to carry out and enforce all of the incorporeal rights in which the Company has granted a security interest to the Administrative Agent hereunder. This mandate and power of attorney, being coupled with an interest, is irrevocable so long as the Security Interests granted hereunder remain in effect. In the event the Collateral or any part thereof is seized as an incident to an action for the recognition or enforcement of this Agreement by executory process, ordinary process, sequestration, writ of fieri facias, or otherwise, the Company and the Administrative Agent agree that the court issuing any such order shall, if petitioned for by the Administrative Agent, direct the applicable sheriff to appoint as a keeper of the Collateral, the Administrative Agent or any agent designated by the Administrative Agent or any person named by the Administrative Agent at the time such seizure is effected. This designation is pursuant to Louisiana Revised Statutes 9:5136-9:5140.1 and the Administrative Agent shall be entitled to all the rights and benefits afforded thereunder as the same may be amended. It is hereby agreed that the keeper shall be entitled to receive as compensation, in excess of its costs and expenses incurred in the administration or preservation of the Collateral, an amount equal to five (5%) percent of the gross revenues and other amounts received by the keeper, payable on a monthly basis. The designation of keeper made herein shall not be deemed to require the Administrative Agent to provoke the appointment of such a keeper.

(B) For the purpose of enforcing any and all rights and remedies under this Agreement the Administrative Agent may (i) require the Company to, and the Company agrees that it will, at its expense and upon the request of the Administrative Agent, forthwith assemble all or any part of the Collateral as directed by the Administrative Agent and make it available at a place designated by the Administrative Agent which is, in its opinion, reasonably convenient to the Administrative Agent and the Company, whether at the premises of the Company or otherwise, (ii) to the extent permitted by applicable law, enter, with or without process of law and without breach of the peace, any premise where any of the Collateral is or may be located, and without charge or

liability to it seize and remove such Collateral from such premises, (iii) have access to and use the Company's books and records relating to the Collateral and (iv) prior to the disposition of the Collateral, store or transfer it without charge in or by means of any storage or transportation facility owned or leased by the Company, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent the Administrative Agent deems appropriate and, in connection with such preparation and disposition, use without charge any copyright, trademark, trade name, patent or technical process used by the Company.

(C) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing,

(i) the Administrative Agent may license, or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Copyrights, Patents or Trademarks included in the Collateral throughout the world for such term or terms, on such conditions and in such manner as the Administrative Agent shall in its sole discretion determine;

(ii) the Administrative Agent may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Company in, to and under any Copyright Licenses, Patent Licenses or Trademark Licenses and take or refrain from taking any action under any thereof, and the Company hereby releases the Administrative Agent and each of the other Secured Parties from, and agrees to hold the Administrative Agent and each of the other Secured Parties free and harmless from and against any claims arising out of, any lawful action so taken or omitted to be taken with respect thereto; and

(iii) upon request by the Administrative Agent, the Company will execute and deliver to the Administrative Agent a power of attorney, in form and substance satisfactory to the Administrative Agent, for the implementation of any lease, assignment, license, sublicense, grant of option, sale or other disposition of a Copyright, Patent or Trademark. In the event of any such disposition pursuant to this Section, the Company shall supply

its know-how and expertise relating to the manufacture and sale of the products bearing Trademarks or the products or services made or rendered in connection with Patents, and its customer lists and other records relating to such Patents or Trademarks and to the distribution of said products, to the Administrative Agent.

SECTION 8. Limitation on Duty of Administrative Agent in Respect of Collateral.

Beyond the exercise of reasonable care in the safe custody thereof, the Administrative Agent shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Administrative Agent shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property, and shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Administrative Agent in good faith.

SECTION 9. Application of Proceeds

Upon the occurrence and during the continuance of an Event of Default, the proceeds of any sale of, or other realization upon, all or any part of the Collateral and any cash held in the Collateral Account shall be applied by the Administrative Agent in the following order of priorities:

first, to payment of the expenses of such sale or other realization, including reasonable compensation to the Administrative Agent and its agents and counsel, and all expenses, liabilities and advances incurred or made by the Administrative Agent in connection therewith, and any other unreimbursed expenses for which the Administrative Agent or any other Secured Party is to be reimbursed pursuant to Section 12.03 of the Credit Agreement or Section 13 hereof and unpaid fees

owing to the Administrative Agent under the Credit Agreement;

second, to the ratable payment of accrued but unpaid interest on the Secured Obligations and amounts owing to the Secured Parties in respect of Secured Interest Rate Indebtedness; provided that any payments made or to be made to the Company pursuant to any Interest Rate Agreements shall be applied first to the payment in full of the accrued but unpaid interest on the Term Loans of the Company and the Term Loan Notes issued by the Company and then ratably amongst such other Secured Obligations;

third, to the ratable payment of unpaid principal of the Secured Obligations;

fourth, to the ratable payment of all other amounts payable by the Company under the Credit Agreement;

fifth, to the ratable payment of all other Secured Obligations, until all Secured Obligations shall have been paid in full; and

finally, to payment to the Company or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

The Administrative Agent may make distributions hereunder in cash or in kind or, on a ratable basis, in any combination thereof.

SECTION 10. Assigned Agreements

The Company hereby irrevocably authorizes and empowers the Administrative Agent for and on behalf of the Secured Parties, in the Administrative Agent's sole discretion, if an Event of Default has occurred and is continuing, to assert, either directly or on behalf of the Company any claims the Company may have, from time to time, against any other party to the Assigned Agreements or to otherwise exercise any right or remedy of the Company under the Assigned Agreements (including, without limitation, the right to enforce directly against any party to an Assigned Agreement all of the Company's rights thereunder, to make all demands

and give all notices and make all requests required or permitted to be made by the Company under the Assigned Agreements) as the Administrative Agent may deem proper. The Company hereby irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as the Company's true and lawful attorney-in-fact for the purpose of enabling the Administrative Agent, to assert and collect such claims and to exercise such rights and remedies. The Company shall keep the Administrative Agent informed of all material circumstances bearing upon the right, title and interest of the Company under the Assigned Agreements.

SECTION 11. Concerning the Administrative Agent

The provisions of Section 11 of the Credit Agreement shall inure to the benefit of the Administrative Agent in respect of this Agreement and shall be binding upon the parties to the Credit Agreement in such respect. In furtherance and not in derogation of the rights, privileges and immunities of the Administrative Agent therein set forth:

(A) The Administrative Agent is authorized to take all such action as is provided to be taken by it as Administrative Agent hereunder and all other action reasonably incidental thereto. As to any matters not expressly provided for herein (including, without limitation, the timing and methods of realization upon the Collateral) the Administrative Agent shall act or refrain from acting in accordance with written instructions from the Majority Lenders or, in the absence of such instructions, in accordance with its discretion.

(B) The Administrative Agent shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Security Interests in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder. The Administrative Agent shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Agreement by the Company.

SECTION 12. Appointment of Co-Administrative Agents

At any time or times, in order to comply with any legal requirement in any jurisdiction, the Administrative

Agent may appoint another bank or trust company or one or more other persons, either to act as co-agent or co-agents, jointly with the Administrative Agent, or to act as separate agent or agents on behalf of the Secured Parties with such power and authority as may be necessary for the effectual operation of the provisions hereof and may be specified in the instrument of appointment (which may, in the discretion of the Administrative Agent, include provisions for the protection of such co-agent or separate agent similar to the provisions of Section 11).

SECTION 13. Expenses

In the event that the Company fails to comply with the provisions of the Credit Agreement or this Agreement, such that the value of any Collateral or the validity, perfection, rank or value of any Security Interest is thereby diminished or potentially diminished or put at risk, the Administrative Agent if requested by the Majority Lenders may, but shall not be required to, effect such compliance on behalf of the Company, and the Company shall reimburse the Administrative Agent for the costs thereof on demand. All insurance expenses and all expenses of protecting, storing, warehousing, appraising, insuring, handling, maintaining, and shipping the Collateral, any and all excise, property, sales, and use taxes imposed by any state, federal, or local authority on any of the Collateral, or in respect of periodic appraisals and inspections of the Collateral to the extent the same may reasonably be requested by the Majority Lenders from time to time, or in respect of the sale or other disposition thereof shall be borne and paid by the Company; and if the Company fails to promptly pay any portion thereof when due, except, if no Event of Default has occurred and is continuing, with respect to taxes which are being contested as permitted by Section 9.02 of the Credit Agreement, the Administrative Agent or any other Secured Party may, at its option, but shall not be required to, pay the same and charge the Company's account therefor, and the Company agrees to reimburse the Administrative Agent or such Secured Party therefor on demand; provided that unless an Event of Default has occurred and is continuing, such payment may be made by the Administrative Agent only upon at least 10 days' notice to the Company. All sums so paid or incurred by the Administrative Agent or any other Secured Party for any of the foregoing and any and all other sums for which the Company may become liable hereunder and all costs and expenses (including attorneys' fees, legal expenses and court costs) reasonably incurred by the Administrative Agent or any other

Secured Party in enforcing or protecting the Security Interests or any of their rights or remedies under this Agreement, shall, together with interest thereon until paid at the rate applicable to Prime Rate Loans made under the Credit Agreement, be additional Secured Obligations hereunder.

SECTION 14. Termination of Security Interests; Release of Collateral

Upon the repayment in full of all Secured Obligations and the termination of the Commitments and Letters of Credit under the Credit Agreement and the expiration or termination of the commitments of the Lenders to make payments under any Interest Rate Agreements, the Security Interests shall terminate and all rights to the Collateral shall revert to the Company. At any time and from time to time prior to such termination of the Security Interests, the Administrative Agent may release all or any part of the Collateral with the prior consent of the Majority Lenders; provided that if any such release would constitute a release of all or substantially all of the security for the obligations of the Company under the Credit Agreement or under any Note, such release will require the consent of all the Lenders. Upon any such termination of the Security Interests or release of Collateral, the Administrative Agent will, at the expense of the Company, execute and deliver to the Company such documents as the Company shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be.

SECTION 15. Notices

All notices, approvals, requests, demands and other communications hereunder shall be given in accordance with Section 12.02 of the Credit Agreement.

SECTION 16. Waivers, Non-Exclusive Remedies

No failure on the part of the Administrative Agent to exercise, and no delay in exercising and no course of dealing with respect to, any right under the Credit Agreement or this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by the Administrative Agent of any right under the Credit Agreement or this Agreement preclude any other or further exercise thereof or the exercise of any other right. The rights in this Agreement

and the Credit Agreement are cumulative and are not exclusive of any other remedies provided by law.

SECTION 17. Successors and Assigns

This Agreement is for the benefit of the Administrative Agent and the other Secured Parties and their successors and assigns, and in the event of an assignment of all or any of the Secured Obligations, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Agreement shall be binding on the Company and its successors and assigns and the rights of the Company hereunder shall inure to the benefit of the Company's successors and permitted assigns.

SECTION 18. Changes in Writing

Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only in writing signed by the Company and the Administrative Agent with the consent of the Majority Lenders (or, in the case of Section 14 or this Section, the Lenders).

SECTION 19. New York Law

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK ARE GOVERNED BY THE LAWS OF SUCH JURISDICTION.

SECTION 20. Severability

If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Administrative Agent and the other Secured Parties in order to carry out the intentions of the parties hereto as nearly as may be possible; and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

SECTION 21. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

GEORGIA GULF CORPORATION

By Richard B. Marchese
Title:

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
as Administrative Agent

By Richard D. Water
Title: MANAGING DIRECTOR

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

On the 25th day of April, 1990 before me personally came Richard B. Marchese, to me known, who, being by me duly sworn, did depose and says that he resides at Duluth, GA that he is a VP-Fin., CFO of GEORGIA GULF CORPORATION, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Kate Kamish

Notary Public

KATE KAMISH
Notary Public, State of New York
No. 31-4912762
Qualified in New York County
Commission Expires . . . *4/23/91*

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

On the 25th day of April, 1990 before me personally came Richard D. Waters, to me known, who, being by me duly sworn, did depose and says that he resides at Darien, CT that he is a Managing Director of THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), the association described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said association.

Kate Kamish
Notary Public

KATE KAMISH
Notary Public, State of New York
No 31-4912762
Qualified in New York County
Commission Expires . 4/25/91

ROLLING STOCK, LEASED ROLLING STOCK
AND ROLLING STOCK LEASES

<u>Rolling Stock Hopper Cars:</u>	AAR Designation
GAPX 1001	LO
GAPX 1002	LO
GAPX 1003	LO
GAPX 1004	LO
GAPX 1005	LO
GAPX 1006	LO
GAPX 1007	LO
GAPX 1008	LO
GAPX 1009	LO
GAPX 1010	LO
GAPX 1011	LO
GAPX 1012	LO
GAPX 1013	LO
GAPX 1014	LO
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GAPX 1020	LO
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GAPX 1027	LO
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GAPX 1035	LO
GAPX 1036	LO

AAR
Designation

GAPX 1037	LO
GAPX 1038	LO
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Designation

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AAR
Designation

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GAPX 5599	LO
GAPX 5600	LO
GAPX 5601	LO
GAPX 5602	LO
GAPX 5603	LO
GAPX 5604	LO
GAPX 5605	LO
GAPX 5606	LO
GAPX 5607	LO
GAPX 5608	LO
GAPX 5609	LO
GAPX 5610	LO
GAPX 5611	LO
GAPX 5612	LO
GAPX 5613	LO
GAPX 5614	LO
GAPX 5615	LO
GAPX 5616	LO
GAPX 5617	LO

AAR
Designation

GAPX 5618	LO
GAPX 5619	LO
GAPX 5620	LO
GAPX 5621	LO
GAPX 5622	LO
GAPX 5623	LO
GAPX 5624	LO
GAPX 5625	LO
GAPX 5626	LO
GAPX 5627	LO
GAPX 5628	LO
GAPX 5629	LO
GAPX 5630	LO
GAPX 5631	LO
GAPX 5632	LO
GAPX 5633	LO
GAPX 5634	LO
GAPX 5635	LO
GAPX 5636	LO
GAPX 5638	LO
GAPX 5639	LO
GAPX 5640	LO
GAPX 5641	LO
GAPX 5642	LO
GAPX 5643	LO
GAPX 5644	LO
GAPX 5645	LO
GAPX 5646	LO
GAPX 5647	LO
GAPX 5648	LO
GAPX 5649	LO
GAPX 5650	LO
GAPX 5651	LO
GAPX 5652	LO
GAPX 5653	LO
GAPX 5654	LO
GAPX 5655	LO
GAPX 5656	LO
GAPX 5657	LO
GAPX 5658	LO
GAPX 5659	LO
GAPX 5660	LO
GAPX 5661	LO
GAPX 5662	LO
GAPX 5663	LO
GAPX 5664	LO
GAPX 5665	LO

AAR
Designation

GAPX 5666	LO
GAPX 5667	LO
GAPX 5668	LO
GAPX 5669	LO
GAPX 5670	LO
GAPX 5671	LO
GAPX 5672	LO
GAPX 5673	LO
GAPX 5674	LO
GAPX 5675	LO
GAPX 5676	LO
GAPX 5677	LO
GAPX 5678	LO
GAPX 5679	LO
GAPX 5680	LO
GAPX 5681	LO
GAPX 5682	LO
GAPX 5683	LO
GAPX 5684	LO
GAPX 5685	LO
GAPX 5686	LO
GAPX 5687	LO
GAPX 5688	LO
GAPX 5689	LO
GAPX 5690	LO
GAPX 5691	LO
GAPX 5692	LO
GAPX 5693	LO
GAPX 5694	LO
GAPX 5695	LO
GAPX 5696	LO
GAPX 5697	LO
GAPX 5698	LO
GAPX 5699	LO
GAPX 5700	LO
GAPX 5701	LO
GAPX 5702	LO
GAPX 5703	LO
GAPX 5704	LO
GAPX 5705	LO
GAPX 5706	LO
GAPX 5707	LO
GAPX 5708	LO
GAPX 5709	LO
GAPX 5710	LO
GAPX 5711	LO
GAPX 5712	LO

AAR
Designation

GAPX 5713	LO
GAPX 5714	LO
GAPX 5715	LO
GAPX 5717	LO
GAPX 5718	LO
GAPX 5719	LO
GAPX 5720	LO
GAPX 5721	LO
GAPX 5722	LO
GAPX 5723	LO
GAPX 5724	LO
GAPX 5725	LO
GAPX 5726	LO
GAPX 5727	LO
GAPX 5728	LO
GAPX 5729	LO
GAPX 5730	LO
GAPX 5731	LO
GAPX 5732	LO
GAPX 5733	LO
GAPX 5734	LO
GAPX 5735	LO
GAPX 5736	LO
GAPX 5737	LO
GAPX 5738	LO
GAPX 5739	LO
GAPX 5740	LO
GAPX 5741	LO
GAPX 5742	LO
GAPX 5743	LO
GAPX 5744	LO
GAPX 5745	LO
GAPX 5746	LO
GAPX 5747	LO
GAPX 5748	LO
GAPX 5749	LO
GAPX 5750	LO
GAPX 5751	LO
GAPX 5752	LO
GAPX 5753	LO
GAPX 5754	LO
GAPX 5755	LO
GAPX 5756	LO
GAPX 5757	LO
GAPX 5758	LO
GAPX 5759	LO
GAPX 5760	LO

AAR
Designation

GAPX 5761	LO
GAPX 5762	LO
GAPX 5763	LO
GAPX 5764	LO
GAPX 5765	LO
GAPX 5766	LO
GAPX 5767	LO
GAPX 5768	LO
GAPX 5769	LO
GAPX 5770	LO
GAPX 5771	LO
GAPX 5772	LO
GAPX 5773	LO
GAPX 5774	LO
GAPX 5775	LO
GAPX 5776	LO
GAPX 5777	LO
GAPX 5778	LO
GAPX 5779	LO
GAPX 5780	LO
GAPX 5781	LO
GAPX 5782	LO
GAPX 5783	LO
GAPX 5784	LO
GAPX 5785	LO
GAPX 5786	LO
GAPX 5787	LO
GAPX 5788	LO
GAPX 5789	LO
GAPX 5800	LO
GAPX 5801	LO
GAPX 5802	LO
GAPX 5803	LO
GAPX 5804	LO
GAPX 5805	LO
GAPX 5806	LO
GAPX 5807	LO
GAPX 5808	LO
GAPX 5809	LO
GAPX 46510	LO
GAPX 46511	LO
GAPX 46512	LO
GAPX 46513	LO
GAPX 46514	LO
GAPX 46515	LO
GAPX 46516	LO
GAPX 46517	LO

AAR
Designation

GAPX 46518	LO
GAPX 46519	LO
GAPX 46520	LO
GAPX 46521	LO
GAPX 46522	LO
GAPX 46523	LO
GAPX 46524	LO
GAPX 46525	LO
GAPX 46526	LO
GAPX 46527	LO
GAPX 46528	LO
GAPX 46529	LO
GAPX 46530	LO
GAPX 46531	LO
GAPX 46532	LO
GAPX 46533	LO
GAPX 46534	LO
GAPX 46536	LO
GAPX 46537	LO
GAPX 46538	LO
GAPX 46539	LO
GAPX 46540	LO
GAPX 52500	LO
GAPX 52502	LO
GAPX 52503	LO
GAPX 52504	LO
GAPX 52505	LO
GAPX 52506	LO
GAPX 52507	LO
GAPX 52508	LO
GAPX 52509	LO
GAPX 52510	LO

Tank Cars:

GAPX 5000	T
GAPX 5001	T
GAPX 5002	T
GAPX 5003	T
GAPX 5004	T
GAPX 5005	T
GAPX 5006	T
GAPX 5007	T
GAPX 5008	T
GAPX 5009	T
GAPX 5010	T
GAPX 5011	T

AAR
Designation

GAPX 5012	T
GAPX 5014	T
GAPX 5015	T
GAPX 5016	T
GAPX 5017	T
GAPX 5018	T
GAPX 5019	T
GAPX 5020	T
GAPX 5021	T
GAPX 5022	T
GAPX 5023	T
GAPX 5024	T
GAPX 5025	T
GAPX 5026	T
GAPX 5027	T
GAPX 5028	T
GAPX 5029	T
GAPX 5030	T
GAPX 5031	T
GAPX 5032	T
GAPX 5033	T
GAPX 5034	T
GAPX 5035	T
GAPX 5036	T
GAPX 5037	T
GAPX 5038	T
GAPX 5039	T
GAPX 5040	T
GAPX 5041	T
GAPX 5042	T
GAPX 5043	T
GAPX 5044	T
GAPX 5045	T
GAPX 5046	T
GAPX 5047	T
GAPX 5048	T
GAPX 5049	T
GAPX 5050	T
GAPX 5051	T
GAPX 5052	T
GAPX 5053	T
GAPX 5054	T
GAPX 5055	T
GAPX 5056	T
GAPX 5057	T
GAPX 5058	T

AAR
Designation

GAPX 5059	T
GAPX 5060	T
GAPX 5061	T
GAPX 5062	T
GAPX 5063	T
GAPX 5064	T
GAPX 5065	T
GAPX 5066	T
GAPX 5067	T
GAPX 5068	T
GAPX 5070	T
GAPX 5071	T
GAPX 5072	T
GAPX 5073	T
GAPX 5074	T
GAPX 5075	T
GAPX 5076	T
GAPX 5077	T
GAPX 5078	T
GAPX 5079	T
GAPX 5080	T
GAPX 5081	T
GAPX 5082	T
GAPX 5083	T
GAPX 5084	T
GAPX 5085	T
GAPX 5086	T
GAPX 5087	T
GAPX 5088	T
GAPX 5089	T
GAPX 5090	T
GAPX 5091	T
GAPX 5092	T
GAPX 5093	T
GAPX 5094	T
GAPX 5095	T
GAPX 5096	T
GAPX 5097	T
GAPX 6000	T
GAPX 6001	T
GAPX 6002	T
GAPX 6003	T
GAPX 6004	T
GAPX 6005	T
GAPX 6006	T
GAPX 6007	T
GAPX 6008	T

AAR
Designation

GAPX 6009	T
GAPX 6010	T
GAPX 6011	T
GAPX 6012	T
GAPX 6013	T
GAPX 6014	T
GAPX 6015	T
GAPX 6016	T
GAPX 6017	T
GAPX 6018	T
GAPX 6019	T
GAPX 6040	T
GAPX 6041	T
GAPX 6042	T
GAPX 6043	T
GAPX 6044	T
GAPX 6045	T
GAPX 6046	T
GAPX 6047	T
GAPX 6048	T
GAPX 6049	T
GAPX 6050	T
GAPX 6051	T
GAPX 6052	T
GAPX 6053	T
GAPX 6054	T
GAPX 6055	T
GAPX 6056	T
GAPX 6057	T
GAPX 6058	T
GAPX 6059	T
GAPX 6060	T
GAPX 6061	T
GAPX 6062	T
GAPX 6063	T
GAPX 6064	T
GAPX 6065	T
GAPX 6066	T
GAPX 6067	T
GAPX 6068	T
GAPX 6069	T
GAPX 6070	T
GAPX 6071	T
GAPX 6072	T
GAPX 6073	T
GAPX 6074	T
GAPX 6075	T

AAR
Designation

GAPX 6076	T
GAPX 6077	T
GAPX 6078	T
GAPX 6079	T
GAPX 6080	T
GAPX 6081	T
GAPX 6082	T
GAPX 6083	T
GAPX 8000	T
GAPX 8001	T
GAPX 8002	T
GAPX 8003	T
GAPX 8004	T
GAPX 8005	T
GAPX 8006	T
GAPX 8007	T
GAPX 8008	T
GAPX 8009	T
GAPX 8010	T
GAPX 8011	T
GAPX 8012	T
GAPX 8013	T
GAPX 8014	T
GAPX 8015	T
GAPX 8016	T
GAPX 8017	T
GAPX 8018	T
GAPX 8019	T
GAPX 8020	T
GAPX 8021	T
GAPX 8022	T
GAPX 8023	T
GAPX 8024	T
GAPX 8025	T
GAPX 8026	T
GAPX 8027	T
GAPX 8028	T
GAPX 8029	T
GAPX 8030	T
GAPX 8031	T
GAPX 8032	T
GAPX 8033	T
GAPX 8034	T
GAPX 8035	T
GAPX 8036	T

AAR
Designation

GAPX 8037	T
GAPX 8038	T
GAPX 8039	T
GAPX 8040	T
GAPX 8041	T
GAPX 8042	T
GAPX 8043	T
GAPX 8044	T
GAPX 8045	T
GAPX 8046	T
GAPX 8047	T
GAPX 8048	T
GAPX 8049	T
GAPX 6500	T
GAPX 6501	T
GAPX 6502	T
GAPX 6503	T
GAPX 6504	T
GAPX 6505	T
GAPX 6506	T
GAPX 6507	T
GAPX 6508	T
GAPX 6509	T
GAPX 6510	T
GAPX 6511	T
GAPX 6512	T
GAPX 6513	T
GAPX 6514	T
GAPX 6515	T
GAPX 6516	T
GAPX 6517	T
GAPX 6518	T
GAPX 6519	T
GAPX 6521	T
GAPX 6522	T
GAPX 6523	T
GAPX 6524	T
GAPX 6525	T
GAPX 6526	T
GAPX 6527	T
GAPX 6528	T
GAPX 6529	T
GAPX 6530	T
GAPX 6531	T
GAPX 6532	T
GAPX 6533	T

AAR
Designation

GAPX 6534	T
GAPX 6535	T
GAPX 6536	T
GAPX 6537	T
GAPX 6538	T
GAPX 6539	T
GAPX 6540	T
GAPX 6541	T
GAPX 6542	T
GAPX 6543	T
GAPX 9000	T
GAPX 9001	T
GAPX 9002	T
GAPX 9003	T
GAPX 9004	T
GAPX 9005	T
GAPX 9006	T
GAPX 9007	T
GAPX 9008	T
GAPX 9009	T
GAPX 9010	T
GAPX 9011	T
GAPX 9012	T
GAPX 9013	T
GAPX 9014	T
GAPX 9015	T
GAPX 9016	T
GAPX 9017	T
GAPX 9018	T
GAPX 9019	T
GAPX 9020	T
GAPX 9021	T
GAPX 9022	T
GAPX 9023	T
GAPX 9024	T
GAPX 9025	T
GAPX 9026	T
GAPX 9027	T
GAPX 9028	T
GAPX 9029	T
GAPX 9030	T
GAPX 9031	T
GAPX 9032	T
GAPX 9033	T
GAPX 9034	T
GAPX 9035	T
GAPX 9036	T

AAR
Designation

GAPX 9037	T
GAPX 9038	T
GAPX 9039	T
GAPX 9040	T
GAPX 9041	T
GAPX 9042	T
GAPX 9043	T
GAPX 9044	T
GAPX 9045	T
GAPX 9046	T
GAPX 9047	T
GAPX 9048	T
GAPX 9049	T
GAPX 9050	T
GAPX 9051	T
GAPX 9052	T
GAPX 9053	T
GAPX 9054	T
GAPX 9055	T
GAPX 9056	T
GAPX 9057	T
GAPX 9058	T
GAPX 9059	T
GAPX 9060	T
GAPX 9061	T
GAPX 9062	T
GAPX 9063	T
GAPX 9064	T
GAPX 9065	T
GAPX 9066	T
GAPX 9067	T
GAPX 9068	T
GAPX 9069	T
GAPX 9070	T
GAPX 9071	T
GAPX 9072	T
GAPX 9073	T
GAPX 9074	T
GAPX 8050	T
GAPX 8051	T
GAPX 8052	T
GAPX 8053	T
GAPX 8054	T
GAPX 8055	T
GAPX 8056	T
GAPX 8057	T

AAR
Designation

GAPX 8058	T
GAPX 8059	T
GAPX 8060	T
GAPX 8061	T
GAPX 8062	T
GAPX 8063	T
GAPX 8064	T
GAPX 8065	T
GAPX 8066	T
GAPX 8067	T
GAPX 8068	T
GAPX 8069	T
GAPX 8070	T
GAPX 8071	T
GAPX 8072	T
GAPX 8073	T
GAPX 8074	T
GAPX 8075	T
GAPX 8076	T
GAPX 8077	T
GAPX 8078	T
GAPX 8079	T
GAPX 8080	T
GAPX 8081	T
GAPX 8082	T
GAPX 8083	T
GAPX 8084	T
GAPX 8085	T
GAPX 8086	T
GAPX 8087	T
GAPX 8088	T
GAPX 8089	T
GAPX 8090	T
GAPX 8091	T
GAPX 8092	T
GAPX 8093	T
GAPX 10000	T
GAPX 10001	T
GAPX 10002	T
GAPX 10003	T
GAPX 10004	T
GAPX 10005	T
GAPX 10006	T
GAPX 10007	T
GAPX 10008	T
GAPX 10009	T
GAPX 10010	T

AAR
Designation

GAPX 10011	T
GAPX 10012	T
GAPX 10013	T
GAPX 10014	T
GAPX 10015	T
GAPX 10016	T
GAPX 10017	T
GAPX 10018	T
GAPX 10019	T
GAPX 9075	T
GAPX 9076	T
GAPX 9077	T
GAPX 9078	T
GAPX 9079	T
GAPX 9080	T
GAPX 9081	T
GAPX 9082	T
GAPX 9083	T
GAPX 9084	T
GAPX 9085	T
GAPX 9086	T
GAPX 9087	T
GAPX 9088	T
GAPX 9089	T
GAPX 6020	T
GAPX 6021	T
GAPX 6022	T
GAPX 6023	T
GAPX 6024	T
GAPX 6025	T
GAPX 6026	T
GAPX 6027	T
GAPX 6028	T
GAPX 6029	T
GAPX 6030	T
GAPX 6031	T
GAPX 6032	T
GAPX 6033	T
GAPX 6034	T
GAPX 6035	T
GAPX 6036	T
GAPX 6037	T
GAPX 6038	T
GAPX 6039	T

AAR
Designation

GAPX 9090	T
GAPX 9091	T
GAPX 9092	T
GAPX 9093	T
GAPX 9094	T
GAPX 9095	T
GAPX 9096	T
GAPX 9097	T
GAPX 9098	T
GAPX 9099	T
GAPX 9100	T
GAPX 9101	T
GAPX 9102	T
GAPX 9103	T
GAPX 9104	T
GAPX 9105	T
GAPX 9106	T
GAPX 9107	T
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GAPX 9109	T
GAPX 9110	T
GAPX 9111	T
GAPX 9112	T
GAPX 9113	T
GAPX 9114	T
GAPX 9115	T
GAPX 9116	T
GAPX 9117	T
GAPX 9118	T
GAPX 9119	T

ROLLING STOCK LEASED

ACF INDUSTRIES, INC. (Shippers Car Line Division)

Railcar Master Lease, Between ACF Industries, Inc.
and Georgia Gulf, No. H-222, Effective January 1981

Railcar Lease, Between AFC Industries, Inc. and
Georgia Gulf, No. 4-0080, Effective June 1987:

Hopper Cars:

ACFX 96645
ACFX 96646
ACFX 96647
ACFX 96648
ACFX 96649

AAR
Designation

ACFX 96650
ACFX 96651
ACFX 96652
ACFX 96653
ACFX 96654
ACFX 96655
ACFX 96656
ACFX 96657
ACFX 96659

Railcar Lease, Between ACF Industries and
Georgia Gulf, No. 4-0140, Effective November 1974:
Tank Cars:

ACFX 87361
ACFX 87362
ACFX 87363
ACFX 87364
ACFX 87365
ACFX 87366
ACFX 87367
ACFX 87368
ACFX 87369
ACFX 87370
ACFX 87371
ACFX 87372
ACFX 87373
ACFX 87374
ACFX 87375
ACFX 87376
ACFX 87377
ACFX 87378
ACFX 87379
ACFX 87380
ACFX 87381
ACFX 87382
ACFX 87383
ACFX 87384
ACFX 87385
ACFX 87386
ACFX 87387
ACFX 87388
ACFX 87389
ACFX 87390
ACFX 87391
ACFX 87392
ACFX 87393

AAR
Designation

ACFX 87394
ACFX 87395

Railcar Lease, Between ACF Industries and
Georgia Gulf, No. 4-0141, Effective December 1974:
Tank Cars:

ACFX 86147
ACFX 86148
ACFX 86149
ACFX 86150
ACFX 86151
ACFX 86152
ACFX 86153
ACFX 86154
ACFX 86156
ACFX 86157
ACFX 86158
ACFX 86159
ACFX 86160
ACFX 86161
ACFX 86162
ACFX 86163
ACFX 86164
ACFX 86165
ACFX 86166
ACFX 86167
ACFX 86168
ACFX 86169
ACFX 86170
ACFX 86171
ACFX 86172
ACFX 86173
ACFX 86174
ACFX 86175
ACFX 86176
ACFX 86177
ACFX 86178
ACFX 86180
ACFX 86181
ACFX 86182
ACFX 86183
ACFX 86184
ACFX 86185
ACFX 86186
ACFX 86187
ACFX 86188

AAR
Designation

ACFX 86189
ACFX 86190
ACFX 86191
ACFX 86192
ACFX 86193
ACFX 86194
ACFX 86195
ACFX 86196

Railcar Lease, Between ACF Industries and
Georgia Gulf, No. 4-1984, Effective August 1980:
Hopper Cars:

ACFX 99612
ACFX 99613
ACFX 99614
ACFX 99615
ACFX 99616
ACFX 99617
ACFX 99618
ACFX 99619
ACFX 99620
ACFX 99621
ACFX 99622
ACFX 99623
ACFX 99624
ACFX 99625
ACFX 99626
ACFX 99627
ACFX 99628
ACFX 99629
ACFX 99630
ACFX 99631
ACFX 99632
ACFX 99633
ACFX 99634
ACFX 99636
ACFX 99637
ACFX 99638
ACFX 99639
ACFX 99640
ACFX 99641
ACFX 99642
ACFX 99643
ACFX 99644
ACFX 99645
ACFX 99646

AAR
Designation

ACFX 99647
ACFX 99648
ACFX 99649
ACFX 99650
ACFX 99651

Railcar Lease, Between ACf Industries and
Georgia Gulf, No.4-2807, Effective, July 1982:
Hopper Cars:

ACFX 57431
ACFX 96738
ACFX 57020
ACFX 57119
ACFX 57194
ACFX 57200
ACFX 57206
ACFX 57208
ACFX 57211
ACFX 57212
ACFX 57219
ACFX 57221
ACFX 57222
ACFX 57224
ACFX 57342
ACFX 57336
ACFX 96084
ACFX 96092
ACFX 96263
ACFX 96264
ACFX 96265
ACFX 96266
ACFX 96267
ACFX 96268
ACFX 96739
ACFX 96796
ACFX 96797
ACFX 97046
ACFX 97128
ACFX 97129
ACFX 97130
ACFX 97131
ACFX 97132
ACFX 97133
ACFX 97134
ACFX 97135
ACFX 97136

AAR
Designation

ACFX 97137
ACFX 97138
ACFX 97139
ACFX 97140
ACFX 97141
ACFX 97142
ACFX 97143
ACFX 97144
ACFX 97145
ACFX 97146
ACFX 97228
ACFX 97367
ACFX 97559
ACFX 97898
ACFX 98141
ACFX 98143
ACFX 98160
ACFX 98164
ACFX 98238
ACFX 98239
ACFX 98444
ACFX 98445
ACFX 98446
ACFX 57342
ACFX 96268
ACFX 97228

Railcar Lease, Between ACF Industries and
Georgia Gulf, No. 4-3306, Effective May 1984:
Hopper Cars:

ACFX 38100
ACFX 38101
ACFX 38102
ACFX 38103
ACFX 38104
ACFX 38105
ACFX 38106
ACFX 38107
ACFX 38108
ACFX 38109
ACFX 38110
ACFX 38111
ACFX 38112
ACFX 38113
ACFX 38114
ACFX 38115

AAR
Designation

ACFX 38116
ACFX 38117
ACFX 38118
ACFX 38119
ACFX 38120
ACFX 38121
ACFX 38122
ACFX 38123
ACFX 38124
ACFX 38125
ACFX 38126
ACFX 38127
ACFX 38128
ACFX 38129
ACFX 38130
ACFX 38131
ACFX 38132
ACFX 38133
ACFX 38134
ACFX 38135
ACFX 38136
ACFX 38137
ACFX 38138
ACFX 38139
ACFX 38140
ACFX 38141
ACFX 38142
ACFX 38144
ACFX 38145
ACFX 38146
ACFX 38147
ACFX 38148
ACFX 38149
ACFX 38150
ACFX 38151
ACFX 38152
ACFX 38153
ACFX 38154

Railcar Lease, Between ACF Industries and
Georgia Gulf, No. 4-4653, Effective November 1987:
Tank Cars:

ACFX 80421
ACFX 80433
ACFX 80443

AAR
Designation

Railcar Lease, Between ACF Industries and
Georgia Gulf, No. 4-8435, Effective January 1971:

Tank Cars:

ACFX 89848
ACFX 89850
ACFX 89851
ACFX 89852

Railcar Lease, Between ACF Industries and
Georgia Gulf, No. 4-8436, Effective January 1971:

Tank Cars:

ACFX 89853
ACFX 89854
ACFX 89855
ACFX 89856
ACFX 89857
ACFX 89858
ACFX 89859
ACFX 89860
ACFX 89861
ACFX 89862

Railcar Lease, Between ACF Industrieies and
Georgia Gulf, No. 4-8483, Effective February 1971:

Tank Cars:

ACFX 86013
ACFX 86015
ACFX 86017
ACFX 86063
ACFX 88169
ACFX 88170
ACFX 88171
ACFX 88172
ACFX 88220
ACFX 89345

Railcar Lease, Between ACF Industries and
Georgia Gulf, No. 4-8714, Effective August 1971:

Tank Cars:

ACFX 12302
ACFX 12629
ACFX 12049
ACFX 81883

AAR
Designation

ACFX 82121
ACFX 82283
ACFX 82289

Railcar Lease, Between ACF Industries and
Georgia Gulf, No. 4-9284, Effective September 1972:

Tank Cars:

ACFX 84163
ACFX 84164
ACFX 84165
ACFX 84166
ACFX 84167
ACFX 89988
ACFX 89992
ACFX 89989
ACFX 89991

Railcar Lease, Between ACF Industries and
Georgia Gulf, No. 4-9731, Effective May 1973:

Tank Cars:

ACFX 84526
ACFX 84527
ACFX 84528
ACFX 84529
ACFX 84530
ACFX 84531

COMMONWEALTH INDUSTRIES

Railroad Equipment Leasing Agreement, Between
Commonwealth Industries and Georgia Gulf, Effective July 1965:

Railcar Lease Assignment Agreement, Between
Commonwealth Industries and Georgia Gulf, Effective August 1985:

Hopper Cars:

EBAX 46500
EBAX 46501
EBAX 46502
EBAX 46503
EBAX 46504
EBAX 46506
EBAX 46507
EBAX 46508
EBAX 46509

GENERAL AMERICAN

Railcar Master Lease, Between General American
and Georgia Gulf, No. 1674, Effective April 1984:

Railcar Lease, Between General American
and Georgia Gulf, No. 2, Effective August 1984:
Tank Cars:

GATX 40244
GATX 40219
GATX 40218
GATX 40201
GATX 40202
GATX 40203
GATX 40204
GATX 40205
GATX 40206
GATX 40207
GATX 40208
GATX 40209
GATX 40210
GATX 40211
GATX 40212
GATX 40213
GATX 40214
GATX 40215
GATX 40216
GATX 40217
GATX 40220
GATX 40221
GATX 40222
GATX 40223
GATX 40224
GATX 40225
GATX 40226
GATX 40227
GATX 40229
GATX 40230
GATX 40231
GATX 40233
GATX 40234
GATX 40235
GATX 40236
GATX 40237
GATX 40238

AAR
Designation

GATX 40239
GATX 40240
GATX 40241
GATX 40242
GATX 40243
GATX 40245

Railcar Lease, Between General American
and Georgia Gulf, No. #6, Effective October 1987:
Tank Cars:

GATX 13089
GATX 13100
GATX 13103
GATX 13104
GATX 13110
GATX 13111
GATX 25017
GATX 25024
GATX 25025
GATX 25030
GATX 25033
GATX 25035
GATX 25036
GATX 25037
GATX 25040
GATX 34080

LITTON INDUSTRIES

Railcar Master Lease, Between Litton
Industries and Georgia Gulf, Effective July 1984:

Railcar Lease, Between Litton Industries
and Georgia Gulf, Schedule #1, Part A, Effective July 1984:
Hopper Cars:

EBAX 56500
EBAX 56501
EBAX 56502
EBAX 56503
EBAX 56504
EBAX 56505
EBAX 56506
EBAX 56507
EBAX 56509
EBAX 56510

AAR
Designation

EBAX 56511
EBAX 56512
EBAX 56513
EBAX 56514
EBAX 56515
EBAX 56516
EBAX 56517
EBAX 56518

Railcar Lease, Between Litton Industries
and Georgia Gulf, Schedule #1, Part B, Effective July 1984:
Hopper Cars:

EBAX 57001
EBAX 57002
EBAX 57003
EBAX 57004
EBAX 57005
EBAX 57006
EBAX 57007
EBAX 57008
EBAX 57009
EBAX 57010
EBAX 57011
EBAX 57012
EBAX 57013
EBAX 57014
EBAX 57015
EBAX 57016
EBAX 57017
EBAX 57018
EBAX 57019
EBAX 57020
EBAX 57021
EBAX 57022
EBAX 57023
EBAX 57024
EBAX 57025
EBAX 57026
EBAX 57027
EBAX 57028
EBAX 57029
EBAX 57030
EBAX 57031
EBAX 57032
EBAX 57033
EBAX 57034

AAR
Designation

EBAX 57035
EBAX 57036
EBAX 57037
EBAX 57038
EBAX 57039
EBAX 57040
EBAX 57041
EBAX 57042

METLIFE CAPITAL CREDIT CORPORATION

Railcar Master Lease, Between Metlife Credit Corporation and Georgia Gulf, Effective July 1987:

Railcar Lease, Between Metlife Credit Corporation and Georgia Gulf, No.1001, Effective March 1988: Hopper Cars:

GCCX 5800
GCCX 5801
GCCX 5802
GCCX 5803
GCCX 5804
GCCX 5805
GCCX 5806
GCCX 5807
GCCX 5808
GCCX 5809
GCCX 5810
GCCX 5811
GCCX 5812
GCCX 5813
GCCX 5814
GCCX 5815
GCCX 5816
GCCX 5817
GCCX 5818
GCCX 5819
GCCX 5820
GCCX 5821
GCCX 5822
GCCX 5823
GCCX 5824
GCCX 5825
GCCX 5826
GCCX 5827
GCCX 5828

AAR
Designation

GGCX 5829
GGCX 5830
GGCX 5831
GGCX 5832
GGCX 5833
GGCX 5834
GGCX 5835
GGCX 5836
GGCX 5837
GGCX 5838
GGCX 5839
GGCX 5840
GGCX 5841
GGCX 5842
GGCX 5843
GGCX 5844
GGCX 5845
GGCX 5846
GGCX 5847
GGCX 5848
GGCX 5849
GGCX 5850
GGCX 5851
GGCX 5852
GGCX 5853
GGCX 5854
GGCX 5855
GGCX 5856
GGCX 5857
GGCX 5858
GGCX 5859
GGCX 5860
GGCX 5861
GGCX 5862
GGCX 5863
GGCX 5864
GGCX 5865
GGCX 5866
GGCX 5867
GGCX 5868
GGCX 5869
GGCX 5870
GGCX 5871
GGCX 5872
GGCX 5873
GGCX 5874
GGCX 5875

AAR
Designation

GGCX 5876
GGCX 5877
GGCX 5878
GGCX 5879
GGCX 5880
GGCX 5881
GGCX 5882
GGCX 5883
GGCX 5884
GGCX 5885
GGCX 5886
GGCX 5887
GGCX 5888
GGCX 5889
GGCX 5890
GGCX 5891
GGCX 5892
GGCX 5893
GGCX 5894
GGCX 5895
GGCX 5896
GGCX 5897
GGCX 5898
GGCX 5899
GGCX 5900
GGCX 5901
GGCX 5902
GGCX 5903
GGCX 5904
GGCX 5905
GGCX 5906
GGCX 5907
GGCX 5908
GGCX 5909
GGCX 5910
GGCX 5911
GGCX 5912
GGCX 5913
GGCX 5914
GGCX 5915
GGCX 5916
GGCX 5917
GGCX 5918
GGCX 5919
GGCX 5920
GGCX 5921
GGCX 5922

AAR
Designation

GGCX 5923
GGCX 5924
GGCX 5925
GGCX 5926
GGCX 5927
GGCX 5928
GGCX 5929
GGCX 5930
GGCX 5931
GGCX 5932
GGCX 5933
GGCX 5934
GGCX 5935
GGCX 5936
GGCX 5937
GGCX 5938
GGCX 5939
GGCX 5940
GGCX 5941
GGCX 5942
GGCX 5943
GGCX 5944
GGCX 5945
GGCX 5946
GGCX 5947
GGCX 5948
GGCX 5949

TRANSPORTATION EQUIPMENT, INC.

Railcar Master Lease, Between Transportation Equipment,
Inc. and Georgia Gulf, No.L-499-87, Effective October 1987:

Railcar Lease, Between Transportation Equipment,
Inc. and Georgia Gulf, No.L49987, Effective, October 1987:
Tank Cars:

UTLX 89921
UTLX 89923
UTLX 89924

Railcar Lease, Transportation Equipment,
Inc. and Georgia Gulf, No.L49987, Effective October 1987:
Tank Cars:

GATX 51427
GATX 51428

AAR
Designation

GATX 51429
GATX 51431
GATX 51420
GATX 51425
GATX 51430

Railcar Lease, Between Transportation Equipment,
Inc. and Georgia Gulf, No. L49987, Effective October 1987:
Tank Cars:

GATX 49951
GATX 49953
GATX 49954
GATX 49961
GATX 49962
GATX 49963
GATX 49964
GATX 49965
GATX 49966
GATX 49967
GATX 49968
GATX 49969
GATX 49970
GATX 49971
GATX 49972
GATX 49976
GATX 49977
GATX 49978
GATX 49984
GATX 49985
GATX 49986
GATX 49987
GATX 49988
GATX 49989

Railcar Lease, Between Transportation Equipment,
Inc. and Georgia Gulf, No. L49987, Effective October 1987:
Tank Cars:

GATX 15351
GATX 15352
GATX 15353
GATX 15354
GATX 15355
GATX 15368
GATX 15369
GATX 15370

AAR
Designation

GATX 15371
GATX 15372
GATX 15373
GATX 15374

UNION TANK CARS

Car Service Agreement, Between Union Tank
Cars and Georgia Gulf, Effective January 1985:

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No.A010, Effective January 1985:
Tank Cars:

UTLX 40884
UTLX 40887
UTLX 40890
UTLX 40885
UTLX 40891
UTLX 40892
UTLX 40898
UTLX 40899
UTLX 40903
UTLX 40905
UTLX 40906
UTLX 40908
UTLX 40901
UTLX 40902
UTLX 40904
UTLX 40915
UTLX 40990
UTLX 40912

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A015, Effective January 1985:
Tank Cars:

UTLX 77259
UTLX 77272
UTLX 77344
UTLX 77356
UTLX 77411
UTLX 77424
UTLX 77455
UTLX 77488
UTLX 77494
UTLX 77528

AAR
Designation

UTLX 77540
UTLX 77545
UTLX 77553
UTLX 77578
UTLX 77625

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A019, Effective January 1985:
Tank Cars:

UTLX 67069
UTLX 67070
UTLX 67071
UTLX 67072
UTLX 607075
UTLX 607076
UTLX 607077
UTLX 607080
UTLX 607081
UTLX 607084
UTLX 607087
UTLX 607089
UTLX 607091
UTLX 607092
UTLX 607093

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A023, Effective September 1985:
Tank Cars:

UTLX 93740
UTLX 93777
UTLX 93838
UTLX 93897
UTLX 93926
UTLX 93958
UTLX 94002
UTLX 94039
UTLX 94053
UTLX 94165
UTLX 94203
UTLX 94209
UTLX 94244
UTLX 94246
UTLX 94283
UTLX 94304
UTLX 94323

AAR
Designation

UTLX 94369
UTLX 94428
UTLX 94444
UTLX 94464
UTLX 94471
UTLX 94576
UTLX 94614
UTLX 94663
UTLX 94724
UTLX 94748
UTLX 94765
UTLX 94780
UTLX 94787
UTLX 94799
UTLX 94814
UTLX 94832
UTLX 94844
UTLX 94849
UTLX 94865
UTLX 94880
UTLX 94887
UTLX 94918
UTLX 94929
UTLX 94932
UTLX 94969
UTLX 94977

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A026, Effective February 1986:
Tank Cars:

UTLX 650303
UTLX 650304
UTLX 650305
UTLX 650306
UTLX 650307
UTLX 650308
UTLX 650309
UTLX 650310
UTLX 650316
UTLX 650317
UTLX 650318
UTLX 650319
UTLX 650321
UTLX 650322
UTLX 650323
UTLX 650324

AAR
Designation

UTLX 650325
UTLX 650326
UTLX 650327
UTLX 650328
UTLX 650329
UTLX 650330
UTLX 650331
UTLX 650332
UTLX 650333
UTLX 650334
UTLX 650335
UTLX 650336
UTLX 650337

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. AO34, Effective July 1987:
Tank Cars:

UTLX 71509
UTLX 71532
UTLX 71533
UTLX 71534
UTLX 71537
UTLX 71538
UTLX 71539
UTLX 71541
UTLX 71542
UTLX 71544
UTLX 71545
UTLX 71546
UTLX 71547
UTLX 71548
UTLX 71549
UTLX 71550
UTLX 71551
UTLX 71553
UTLX 71554
UTLX 71555
UTLX 71556
UTLX 71557
UTLX 71558
UTLX 71560
UTLX 71561
UTLX 71563
UTLX 71565
UTLX 71566
UTLX 71567

AAR
Designation

UTLX 71569
UTLX 71583
UTLX 71586
UTLX 71587
UTLX 71589
UTLX 71609
UTLX 71610
UTLX 71612
UTLX 71614
UTLX 71621
UTLX 71625
UTLX 71628
UTLX 71630
UTLX 76957
UTLX 76959
UTLX 76966

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A035, Effective July 1987:

Tank Cars:

UTLX 71500
UTLX 71501
UTLX 71502
UTLX 71504
UTLX 71505
UTLX 71506
UTLX 71507
UTLX 71508
UTLX 71510
UTLX 71511
UTLX 71512
UTLX 71513
UTLX 71514
UTLX 71515
UTLX 71516
UTLX 71517
UTLX 71518
UTLX 71519
UTLX 71520
UTLX 71521
UTLX 71522
UTLX 71523
UTLX 71525
UTLX 71526
UTLX 71527
UTLX 71529

AAR
Designation

UTLX 71530
UTLX 71531
UTLX 71535
UTLX 71536
UTLX 71540
UTLX 71559
UTLX 71562
UTLX 71570
UTLX 71571
UTLX 71572
UTLX 71573
UTLX 71574
UTLX 71575
UTLX 71576
UTLX 71577
UTLX 71578
UTLX 76967
UTLX 76968
UTLX 77014
UTLX 77017
UTLX 77025
UTLX 77028
UTLX 77032
UTLX 77039
UTLX 77046

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A036, Effective July 1987:
Tank Cars:

UTLX 71579
UTLX 71580
UTLX 71581
UTLX 71582
UTLX 71584
UTLX 71585
UTLX 71588
UTLX 71590
UTLX 71591
UTLX 71594
UTLX 71595
UTLX 71596
UTLX 71597
UTLX 71598
UTLX 71599
UTLX 71600
UTLX 71601

AAR
Designation

UTLX 71602
UTLX 71603
UTLX 71604
UTLX 71605
UTLX 71607
UTLX 71608
UTLX 71611
UTLX 71613
UTLX 71615
UTLX 71616
UTLX 71617
UTLX 71618
UTLX 71620
UTLX 71622
UTLX 71623
UTLX 71626
UTLX 71627
UTLX 71629
UTLX 76963
UTLX 76975
UTLX 76994
UTLX 76996
UTLX 77000
UTLX 77005
UTLX 77020
UTLX 77024
UTLX 77043
UTLX 77044
UTLX 77045
UTLX 77053
UTLX 77056
UTLX 77057

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A037, Effective July 1987:
Tank Cars:

UTLX 028594
UTLX 028595
UTLX 028596
UTLX 028597
UTLX 028598
UTLX 028599
UTLX 028601
UTLX 028602
UTLX 028603
UTLX 028604

AAR
Designation

UTLX 028606
UTLX 028607
UTLX 028608
UTLX 028611
UTLX 028612
UTLX 028613
UTLX 028614
UTLX 028615
UTLX 028616
UTLX 028617
UTLX 028619
UTLX 028620
UTLX 028621
UTLX 028623
UTLX 028625
UTLX 028626
UTLX 028627
UTLX 028628
UTLX 028629
UTLX 028630
UTLX 028633
UTLX 028636
UTLX 028637
UTLX 028638
UTLX 028641
UTLX 028642
UTLX 028643
UTLX 028646
UTLX 028647
UTLX 028653
UTLX 820062
UTLX 820067
UTLX 820123.
UTLX 820124
UTLX 820129
UTLX 820131
UTLX 821032
UTLX 821133
UTLX 821134

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A038, Effective July 1987:
Tank Cars:

UTLX 28648
UTLX 28651
UTLX 28652

AAR
Designation

UTLX 28654
UTLX 28655
UTLX 28656
UTLX 28659
UTLX 28660
UTLX 28661
UTLX 28662
UTLX 28663
UTLX 28664
UTLX 28665
UTLX 28666
UTLX 28667
UTLX 28668
UTLX 28670
UTLX 28671
UTLX 28672
UTLX 28673
UTLX 28674
UTLX 28675
UTLX 28676
UTLX 28678
UTLX 28680
UTLX 28681
UTLX 28682
UTLX 28683
UTLX 28684
UTLX 28685
UTLX 28688
UTLX 28689
UTLX 28690
UTLX 28692
UTLX 28693
UTLX 28695
UTLX 38696
UTLX 38697
UTLX 38698
UTLX 38699
UTLX 38700
UTLX 18707
UTLX 28755
UTLX 820060
UTLX 820061
UTLX 820126
UTLX 820135
UTLX 820136
UTLX 820137

AAR
Designation

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A039, Effective July 1987:

Tank Cars:

UTLX 28702
UTLX 28703
UTLX 28704
UTLX 28705
UTLX 28706
UTLX 28708
UTLX 28710
UTLX 28712
UTLX 28713
UTLX 28714
UTLX 28715
UTLX 28716
UTLX 28717
UTLX 28720
UTLX 28722
UTLX 28723
UTLX 28724
UTLX 28725
UTLX 28726
UTLX 28729
UTLX 28731
UTLX 28732
UTLX 28733
UTLX 28736
UTLX 28737
UTLX 28738
UTLX 28739
UTLX 28740
UTLX 28741
UTLX 28742
UTLX 28743
UTLX 28744
UTLX 28746
UTLX 28747
UTLX 28749
UTLX 28750
UTLX 28751
UTLX 28752
UTLX 28754
UTLX 28756
UTLX 287563
UTLX 820064
UTLX 820065

AAR
Designation

UTLX 820066
UTLX 820068
UTLX 820069
UTLX 820125
UTLX 820127
UTLX 820128
UTLX 820130

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A040, Effective November 1987:
Tank Cars:

UTLX 37269
UTLX 37270
UTLX 37298
UTLX 37423

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A041, Effective August 1988:
Tank Cars:

UTLX 92655
UTLX 94093
UTLX 92689
UTLX 94249
UTLX 92711
UTLX 95841

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A042, Effective August 1988:
Tank Cars:

UTLX 92201
UTLX 92597
UTLX 92660
UTLX 92664
UTLX 92666
UTLX 92676
UTLX 92690
UTLX 92692
UTLX 92722
UTLX 92741
UTLX 92793
UTLX 95003
UTLX 95010
UTLX 95077
UTLX 95150

AAR
Designation

UTLX 95191
UTLX 95240
UTLX 95243
UTLX 95267
UTLX 95273
UTLX 95274
UTLX 95348
UTLX 95391
UTLX 95426
UTLX 95474
UTLX 95540
UTLX 95559
UTLX 95629
UTLX 95910
UTLX 95936

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A043, Effective October 1988:
Tank Cars:

UTLX 68941
UTLX 68942

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A045, Effective November 1988:
Tank Cars:

UTLX 640552
UTLX 640553
UTLX 640554
UTLX 640555
UTLX 640556
UTLX 640557
UTLX 640558
UTLX 640559
UTLX 640560
UTLX 640561

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A046, Effective July 1989:
Tank Cars:

AAR
Designation

UTLX 47444
UTLX 47445
UTLX 47446
UTLX 47447
UTLX 47449
UTLX 47450
UTLX 47451
UTLX 47452
UTLX 47453

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A047, Effective :
Tank Cars:

UTLX 641713
UTLX 641714
UTLX 641715
UTLX 641716
UTLX 641717
UTLX 641718
UTLX 641719
UTLX 641720
UTLX 641721
UTLX 641722
UTLX 641723
UTLX 641724
UTLX 641725
UTLX 641726
UTLX 641727
UTLX 641728
UTLX 641729
UTLX 641730
UTLX 641731
UTLX 641732
UTLX 641733
UTLX 641734
UTLX 641735
UTLX 641736
UTLX 641737
UTLX 641738
UTLX 641739

Railcar Lease, Between Union Tank Cars
and Georgia Gulf, No. A048, Effective May 1990:
Tank Cars:

AAR
Designation

UTLX 642071
UTLX 642072
UTLX 642073
UTLX 642074
UTLX 642075
UTLX 642076
UTLX 642077
UTLX 642078
UTLX 642079
UTLX 642080
UTLX 642081
UTLX 642082
UTLX 642083
UTLX 642084
UTLX 642085
UTLX 642086
UTLX 642087
UTLX 642088
UTLX 642089
UTLX 642090
UTLX 642091
UTLX 642092
UTLX 642093
UTLX 642094
UTLX 642095
UTLX 642096
UTLX 642097
UTLX 642098
UTLX 642099
UTLX 642100
UTLX 642101
UTLX 642102
UTLX 642103
UTLX 642104
UTLX 642105
UTLX 642106
UTLX 642107
UTLX 642108
UTLX 642109
UTLX 642110
UTLX 642111
UTLX 642112
UTLX 642113
UTLX 642114
UTLX 642115
UTLX 642116
UTLX 642117

AAR
Designation

UTLX 642118
UTLX 642119
UTLX 642120
UTLX 642121
UTLX 642122
UTLX 642123
UTLX 642124
UTLX 642125
UTLX 642126
UTLX 642127
UTLX 642128
UTLX 642129
UTLX 642130
UTLX 642131
UTLX 642132
UTLX 642133
UTLX 642134
UTLX 642135
UTLX 642136
UTLX 642137
UTLX 642138
UTLX 642139
UTLX 642140
UTLX 642141
UTLX 642142
UTLX 642143
UTLX 642144
UTLX 642145

U.S. RAIL SERVICE

Railcar Master Lease, Between U.S. Rail Service
and Georgia Gulf, NO. 1261, Effective March 1989:

Railcar Lease, Between U.S. Rail Service
and Georgia Gulf, Schedule 1, Effective March 1989:
Tank Cars:

RUSX 612
RUSX 656
RUSX 657
RUSX 658
RUSX 725
RUSX 729
RUSX 752
RUSX 754

AAR
Designation

RUSX 757
RUSX 764
RUSX 765
RUSX 768
RUSX 772
RUSX 773
RUSX 775
RUSX 776
RUSX 779
RUSX 782
RUSX 784
RUSX 786

PULLMAN LEASING COMPANY

Railcar Master Lease, Between Pullman Leasing Company
and Georgia Gulf, GEOPAGO8A, Effective June 1977

Railcar Lease, Between Pullman Leasing
Company and Georgia Gulf, No. 2:
Hopper Cars:

PLCX 42684
PLCX 43010
PLCX 43177
PLCX 43199
PLCX 43229
PLCX 43245
PLCX 43288
PLCX 43294
PLCX 43296
PLCX 43432
PLCX 43755
PLCX 43756
PLCX 43757
PLCX 43758
PLCX 43759
PLCX 43760
PLCX 43761
PLCX 43762
PLCX 41018
PLCX 41028
PLCX 41051
PLCX 41076
PLCX 41129
PLCX 41141

AAR
Designation

PLCX 41151
PLCX 41152
PLCX 41153
PLCX 41179
PLCX 41185
PLCX 41205
PLCX 41240
PLCX 41252
PLCX 41272
PLCX 41276
PLCX 41277
PLCX 41285
PLCX 41300
PLCX 41304
PLCX 41738
PLCX 41747
PLCX 41886
PLCX 41896
PLCX 41935
PLCX 42054
PLCX 42065
PLCX 42157
PLCX 52158
PLCX 42189
PLCX 42276
PLCX 42624