

NORTH AMERICAN CHEMICAL COMPANY  
c/o D. George Harris & Associates, Inc.  
61 Broadway, Suite 918  
New York, New York 10006

DEC 3 11 20 AM '90  
MOTOR OPERATING UNIT

November 30, 1990

0-337A029

17097

Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

DEC 3 1990 - 11 25 AM

INTERSTATE COMMERCE COMMISSION

Dear Secretary Strickland:

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

This document is a security agreement (in the nature of a mortgage), a primary document, dated November 19, 1990.

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

Debtor-Mortgagor: North American Chemical Company  
c/o D. George Harris & Associates, Inc.  
61 Broadway, Suite 918  
New York, New York 10006

Collateral Agent for Creditor-Mortgagees: First Fidelity  
Bank, National Association, New Jersey  
765 Broad Street  
Newark, New Jersey 07101

A description of the equipment covered in the document follows:

Included in the property covered by the aforesaid Security Agreement are railroad cars and locomotives intended for use related to interstate commerce, or interests therein, owned by North American Chemical Company at the date of said Security Agreement or thereafter acquired by it or its successors as owners of the lines of railway covered by the Security Agreement. At present, the specific equipment subject to the Security Agreement includes 185 railroad cars, owned by North American Chemical Company, A.A.R. Mechanical Designation LO, with the following marks and numbers: KMCX 101-104, KMCX 106-146, KMCX 148-253, KMCX 255-264, KMCX 266-283, KMCX 285-290.

*Handwritten signature: D. George Harris*

A fee of \$15 is enclosed. Please return either the stamped original or the stamped certified true copy to:

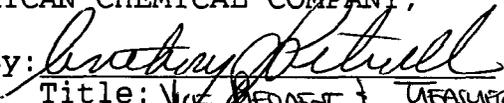
Josephine Boccia Link  
Willkie Farr & Gallagher  
One Citicorp Center  
153 East 53rd Street  
New York, New York 10022-4669

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

Security Agreement, in the nature of a mortgage, between North American Chemical Company, c/o D. George Harris & Associates, Inc., 61 Broadway, Suite 918, New York, New York 10006, and First Fidelity Bank, National Association, New Jersey, 765 Broad Street, Newark, New Jersey 07101, as Collateral Agent for the benefit of secured parties, dated November , 1990, and covering 185 railroad cars, A.A.R. Mechanical Designation LO, and railroad cars and locomotives, or interests therein, hereafter acquired by North American Chemical Company for use related to interstate commerce.

Very truly yours,

NORTH AMERICAN CHEMICAL COMPANY,

By:   
Title: ~~Vice President~~ Treasurer  
(an Executive Officer)

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

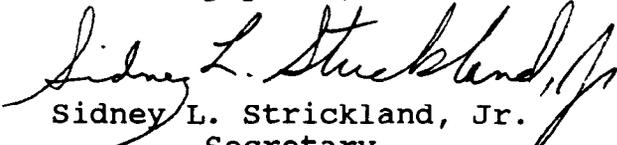
12/3/90

North American Chemical Company  
C/O D. George Harris & Associates, Inc.  
61 Broadway, Suite 918  
New York, New York 10006

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/3/90 at 11:25AM, and assigned recordation number(s). 17097.

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

5861B

17097  
DEC 3 1990 -11 25 AM  
INTERSTATE COMMERCE COMMISSION

---

---

**SECURITY AGREEMENT**

dated as of

November 19, 1990

between

**NORTH AMERICAN CHEMICAL COMPANY**

and

**FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY,  
as Collateral Agent**

---

---

## TABLE OF CONTENTS

	<u>Page</u>
1. Defined Terms.....	1
2. Grant of Security Interest.....	6
3. Rights of Collateral Agent and Secured Parties; Limitations on Collateral Agent's and Secured Parties' Obligations.....	7
4. Representations and Warranties.....	9
5. Covenants.....	12
6. Collateral Agent's Appointment as Attorney-in-Fact.....	20
7. Performance by Collateral Agent of NACC's Obligations.....	22
8. Proceeds.....	22
9. Remedies.....	23
10. Limitation on Duties Regarding Preservation of Collateral.....	24
11. Powers Coupled with an Interest.....	24
12. No Subrogation.....	24
13. Amendments, etc. with respect to the Secured Obligations.....	24
14. Severability.....	25
15. Paragraph Headings.....	25
16. No Waiver; Cumulative Remedies.....	26
17. Waivers and Amendments; Successors and Assigns; Governing Law.....	26
18. Notices.....	26
19. Authority of Collateral Agent.....	27
20. Release of Certain Collateral.....	27
Schedule I - Contracts	
Schedule II - Patents, Patent Licenses, Trademarks and Trademark Licenses	
Schedule III - Permits and Licenses	
Schedule IV - Unassignable Contracts	
Schedule V - Places of Business; Location of Records Governing Accounts	
Schedule VI - Consents	
Schedule VII - Location of Inventory	
Schedule VIII - Location of Equipment	
Schedule IX - Government Obligors	
Schedule X - Vehicles	
Exhibit A - Form of Lockbox Agreement	

## SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of November 19, 1990, made by North American Chemical Company, a Delaware corporation, in favor of First Fidelity Bank, National Association, New Jersey, as Collateral Agent (capitalized terms are defined in Section 1) for the benefit of the Secured Parties under the Intercreditor Agreement.

W I T N E S S E T H :

WHEREAS, pursuant to the terms of the Credit Agreement, the Credit Agreement Lenders have severally agreed to make certain loans and to issue certain letters of credit to NACC upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the terms of the Senior Fixed Rate Note Agreement, the Senior Fixed Rate Note Lenders have severally agreed to purchase the Senior Fixed Rate Notes from NACC upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the terms of the Credit Agreement, NACC is required to enter into the Interest Protection Agreements;

WHEREAS, it is a condition precedent to the obligations of the Credit Agreement Lenders to make their respective loans to NACC under the Credit Agreement, of the Senior Fixed Rate Note Lenders to purchase the Senior Fixed Rate Notes under the Senior Fixed Rate Note Agreement and of the Interest Protection Parties to enter into the Interest Protection Agreements that NACC shall have executed and delivered this Security Agreement to the Collateral Agent for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Credit Agreement Lenders to make their respective loans to NACC under the Credit Agreement, to induce the Senior Fixed Rate Note Lenders to purchase the Senior Fixed Rate Notes from NACC under the Senior Fixed Rate Note Agreement and to induce the Interest Protection Parties to enter into the Interest Protection Agreements, NACC hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

1. Defined Terms. As used in this Agreement, terms

defined in Schedule A to the Credit Agreement referred to herein shall have their respective meanings unless otherwise defined herein, and the following terms shall have the following meanings:

"Accounts" means all accounts receivable, book debts, notes, drafts, instruments, documents, acceptances and other forms of obligations now owned or hereafter received or acquired by or belonging or owing to NACC (including under any trade names, styles or divisions thereof) whether arising out of goods sold by it or services rendered by it or from any other transaction, whether or not the same involves the sale of goods or performance of services by NACC (including without limitation, any such obligation which would be characterized as an account under the UCC or as a General Intangible, an Instrument or Chattel Paper), and all of NACC's rights in, to and under all purchase orders now owned or hereafter received or acquired by it for goods or services, and all of NACC's rights to any goods represented by any of the foregoing (including returned or repossessed goods and unpaid seller's rights) and all moneys due or to become due to NACC under all contracts for the sale of goods and/or the performance of services by it (whether or not yet earned by performance) or in connection with any other transaction, now in existence or hereafter arising, 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.

"Accumulation Account" has the meaning assigned in Paragraph 3(c) of this Security Agreement.

"Books and Records" means all books, documents, files and records pertaining to the Collateral wherever located, including, but not limited to, all ledger sheets, computer files and programs, tapes, discs, cards, accounting records, and all equipment containing any of the foregoing.

"Chattel Paper" has the meaning assigned to it in Section 9-105(1)(b) of the UCC.

"Closing Date" the earlier of the Closing Date of (i) the Senior Fixed Rate Note Agreement or (ii) the Credit Agreement.

"Collateral" has the meaning assigned to it in Paragraph 2 of this Security Agreement.

"Contracts" means all contracts and agreements, including, but not limited to, lease agreements, mineral lease

agreements, office leases, right of way agreements, mining claim agreements, water rights agreements, lease agreements for mobile goods (as defined in the UCC) (whether or not covered by a certificate of title), gas and other supply agreements, water and other purchase agreements, royalty agreements, distributorship agreements, indemnity agreements, license agreements, rental agreements, rail transportation contracts and all other contracts and agreements of every kind and nature whatsoever, including, but not limited to, those contracts and agreements listed in Schedule I hereto.

"Credit Agreement" means the Credit Agreement, dated as of November , 1990, among NACC, the lenders listed thereon and The Prudential Insurance Company of America, as Credit Agent, as amended, supplemented or otherwise modified from time to time.

"Depository Bank" means any bank or financial institution party to a Lockbox Agreement as a "Depository Bank" thereunder.

"Equipment" means all equipment, machinery, railcars, locomotives, railroad track, railroad ties, railroad switches, railroad signalling equipment, pipelines, pumps, drills and drilling equipment, tanks, cranes, tools, handling equipment, furniture, furnishings, casing and pipe inventories, spare parts and supplies of all kinds now owned or hereafter acquired by NACC or in which NACC now has or hereafter may acquire any right, title or interest and any and all additions, substitutions and replacements thereof, wherever located, together with all attachments, components, parts, equipment and accessories installed therein or affixed thereto, including, but not limited to, all equipment as defined in Section 9-109(2) of the UCC.

"Farm Products" has the meaning assigned to it in Section 9-109(3) of the UCC.

"General Intangibles" has the meaning assigned to it in Section 9-106 of the UCC, and shall include, but not be limited to, all interests in and to the following but only to the extent such interests constitute "general intangibles" as so defined: mineral leases, rights of way, campsite use permits, millsites, patented mining claims, land patents, unpatented mining claims and rights to water.

"Instruments" has the meaning assigned to it in Section 9-105(1)(i) of the UCC.

"Inventory" means all inventory, wherever located,

now owned or hereafter acquired by NACC or in which NACC now has or hereafter may acquire any right, title or interest, including, without limitation, all goods, all raw materials and other personal property now or hereafter owned by NACC which are held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in the business of NACC, or in the processing, packaging or shipping of the same, and all finished goods, including, but not limited to, all inventory as defined in Section 9-109(4) of the UCC.

"**Lock Box Agreement**" shall have the meaning assigned to such term in Paragraph 3(c) of this Security Agreement.

"**Lock-Box Account**" and "**Lock-Box Accounts**" shall have the meanings assigned to such terms in paragraph 3(c) of this Security Agreement.

"**Master Collateral Account**" shall mean an account which shall be entitled the "NACC Collateral Account" which the Intercreditor Agent shall maintain at its offices as set forth in Section 7 of the Intercreditor Agreement.

"**NACC**" means North American Chemical Company, a Delaware corporation formerly known as Searles Valley Acquisition, Inc.

"**Patent Licenses**" means all agreements, whether written or oral, providing for the grant by NACC of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule II hereto.

"**Patents**" means (a) all letters patent of the United States or any other country and all reissues and extensions thereof, including, without limitation, any thereof referred to in Schedule II hereto, and (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any thereof referred to in Schedule II hereto, but excluding, in any event, patented mining claims and land patents.

"**Payables Contracts**" means Contracts one or more payments in respect of which are due and payable, or are reasonably expected to become in the foreseeable future due and payable, in an aggregate amount in excess of \$1,000.

"**Permits and Licenses**" means (a) all applicable

authorizations, consents, certificates, rights of way permits, approvals, waivers, exemptions, encroachment agreements, variances, franchises, permissions, and permits of any Governmental Authority held by NACC (including all consents to mineral leaseholds, right of way grants-temporary use permits issued by the United States Bureau of Land Management, right of way permits issued by the United States Department of Navy, encroachment agreements by the City of Ridgecrest, California or Kern County, California) and all documents and applications filed in connection therewith, including, without limitation, any thereof referred to in Schedule III, and (b) all renewals thereof.

**"Proceeds"** as defined in Section 9-306(1) of the UCC and including, but not limited to, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to NACC from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to NACC from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any person acting under color of governmental authority) and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

**"Required Holders"** means at least 66 2/3% of the Voting Credit Exposure of the Senior Fixed Rate Lenders and at least 66 2/3% of the Voting Credit Exposure of the Credit Agreement Lenders.

**"Required Secured Parties"** means, from the Closing Date until March 31, 1993, the Majority Secured Parties, and thereafter the Required Holders.

**"Security Agreement"** means this Security Agreement, as amended, supplemented or otherwise modified from time to time.

**"Trade Account"** means an "account", as defined in Section 9-106 of the UCC, that arises in the ordinary course of the business of NACC.

**"Trademark License"** means any agreement, written or oral, providing for the grant by NACC of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule II hereto.

**"Trademarks"** means (a) all trademarks, trade names, corporate names, company names, business names, fictitious

business names, trade styles, service marks, logos and other source or business identifiers owned or applied for by NACC, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether 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, or otherwise, including, without limitation, any thereof referred to in Schedule IV hereto, and (b) all renewals thereof.

"Unassignable Contracts" means the contracts, as amended from time to time, listed on Schedule IV but only to the extent that any assignment thereof as collateral security would result in a breach thereof at the time of such assignment.

"Vehicles" means all cars, trucks, trailers, railcars, locomotives, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state now owned or hereafter acquired by NACC.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, NACC hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the following property now owned or at any time hereafter acquired by NACC or in which NACC now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (1) all Accounts;
- (2) all Books and Records;
- (3) all Chattel Paper;
- (4) all Contracts;
- (5) all Equipment;
- (6) all General Intangibles;
- (7) all Instruments;
- (8) all Inventory;
- (9) all Patents;

- (10) all Patent Licenses;
- (11) all Permits and Licenses;
- (12) all Trademarks;
- (13) all Trademark Licenses;
- (14) all Vehicles; and
- (15) to the extent not otherwise included, all Proceeds, products, substitutions and replacements of any and all of the foregoing;

provided that no security interest is granted hereunder, and the term "Collateral" shall not include (a) the capital stock of SDWC, (b) any registrations with the Environmental Protection Agency with respect to (i) THREE ELEPHANT Boric Acid Technical, (ii) THREE ELEPHANT 30-100 Mesh Borax Technical or (iii) THREE ELEPHANT Borax Pentahydrate and (c) Unassignable Contracts.

3. Rights of Collateral Agent and Secured Parties; Limitations on Collateral Agent's and Secured Parties' Obligations.

(a) NACC Remains Liable under Accounts. Anything herein to the contrary notwithstanding, NACC shall remain liable for all duties and obligations under the Contracts and under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account and each such Contract and agreement included in the Collateral. Neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any Account (or any agreement giving rise thereto) or Contract by reason of or arising out of this Security Agreement or the receipt by the Collateral Agent or any such Secured Party of any payment relating to such Account or Contract included in the Collateral pursuant hereto, nor shall the Collateral Agent nor any Secured Party be obligated in any manner to perform any of the obligations of NACC under or pursuant to any Account (or any agreement giving rise thereto) or Contract to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto) or Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may

be entitled at any time or times.

(b) Notice to Account Debtors and Contract Parties. Upon the request of the Collateral Agent after the occurrence and during the continuance of an Event of Default, NACC shall notify account debtors on the Accounts and third parties to the Contracts that the Accounts and the Contracts, respectively, have been assigned to the Collateral Agent for the ratable benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Collateral Agent. The Collateral Agent may in its own name or in the name of others communicate with account debtors on the Accounts or third parties to the Contracts to verify with them to its satisfaction the existence, amount and terms of any Accounts or Contracts, respectively.

(c) Collections on Accounts and Contracts. The Collateral Agent hereby authorizes NACC to collect the Accounts and the amounts due under the Contracts; provided, however, that such authorization shall automatically cease upon receipt by NACC from the Collateral Agent of a notice stating that the Collateral Agent has received a Notice of Default and that NACC is no longer authorized to collect the Accounts or the amounts due under the Contracts. NACC has established a system of lock-box accounts (individually, a "Lock-Box Account" and collectively, the "Lock-Box Accounts") and related demand deposit accounts, all for the benefit of the Secured Parties. Such system shall be established pursuant to a Lockbox Agreement, substantially in the form of Exhibit A to this Security Agreement, as amended, supplemented, or otherwise modified from time to time (the "Lockbox Agreement"), and shall be in all respects reasonably satisfactory to the Required Secured Parties. NACC shall instruct each obligor with respect to a Trade Account or a Payables Contract to make all payments with respect thereto to a Lock-Box Account. The Collateral Agent will instruct the banks at which the Lock-Box Accounts are maintained to deposit all such payments into the related demand deposit account of the Collateral Agent with said bank and to transfer daily all such collected amounts to a demand deposit account maintained by the Collateral Agent in its name, referencing NACC (such account being herein called the "Accumulation Account"). All Proceeds of Collateral which are not paid directly into a Lock-Box Account by an obligor, when collected by or on behalf of NACC (whether consisting of checks, notes, drafts, bills of exchange, money orders, commercial paper of any kind whatsoever or other documents), shall be promptly deposited by NACC in precisely the form received, except for its endorsement when required, in a Lock-Box Account or directly in the Accumulation Account, and until so turned over, shall be deemed to be held in trust by

NACC for and as the Collateral Agent's property and shall not be commingled with other funds of NACC. All Proceeds and interest thereon in the Accumulation Account shall continue to be collateral security for all of the Secured Obligations and shall not constitute payment thereof until applied as hereinafter provided. So long as no Event of Default has occurred and is continuing, NACC may withdraw collected amounts on deposits and interest thereon in the Accumulation Account as provided in Section 4 of the Lock-Box Agreement. If an Event of Default shall have occurred and be continuing, at any time upon the request of the Required Secured Parties, the Collateral Agent shall transfer all or any part of the funds on deposit and interest thereon in the Accumulation Account to the Master Collateral Account and the Intercreditor Agent shall make application thereof to the Secured Obligations in such order as the Intercreditor Agent may determine subject to Section 10 of the Intercreditor Agreement, and any part of such funds which the Required Secured Parties elect not so to apply and deem not required as collateral security for the Secured Obligations shall be paid over from time to time by the Collateral Agent to NACC. In no event shall any checks, drafts or other instruments which are deposited into any collateral account pursuant hereto constitute final payment unless and until such instruments have been collected.

(d) Analysis of Trade Accounts. The Intercreditor Agent or any Person designated by the Required Secured Parties as their representative, shall each have the right to make test verifications of the Trade Accounts in any manner and through any medium that it reasonably considers advisable, and NACC shall furnish all such assistance and information as the Intercreditor Agent or such Person may require in connection therewith. At any time and from time to time, upon the Intercreditor Agent's or such Person's request and at the expense of NACC, NACC shall cause independent public accountants or others satisfactory to the Intercreditor Agent or such Person to furnish to the Intercreditor Agent or such Person reports showing reconciliations, aging and test verifications of, and trial balances for, the Trade Accounts.

4. Representations and Warranties. NACC hereby represents and warrants that:

(a) Title; No Other Liens. Except for the Lien granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Security Agreement and the other Security Documents to which NACC is a party, NACC owns each item of the Collateral free and clear of any and all Liens (other than the Liens permitted pursuant to Section 15 of Schedule D to the Credit Agreement) or claims of others. No

security agreement, financing statement or similar public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Security Agreement, as set forth on Schedule C-2 to the Credit Agreement.

(b) Perfected First Priority Liens. The Liens granted pursuant to this Security Agreement constitute perfected Liens on the Collateral in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, which are prior to all other Liens on the Collateral (other than Liens permitted by subsections (a), (b), (c), (d), (e), (h), (i), (j), or (l) of Section 15 of Schedule D to the Credit Agreement but only to the extent that such Liens apply to the property described in such subsections) and which are enforceable as such against all creditors of and purchasers from NACC (except purchasers of goods in the ordinary course of business) and against any owner or purchaser of the real property where any of the Equipment is located and any present or future creditor obtaining a Lien on such real property (other than fixtures) except for (i) Liens granted pursuant to this Security Agreement on Vehicles that become perfected within 15 days after acquisition thereof; (ii) Liens granted pursuant to this Security Agreement on Instruments that are in an aggregate principal amount at any time outstanding not to exceed \$50,000 or that become perfected by the delivery thereof to the Collateral Agent within 10 days of receipt by NACC; (iii) Liens granted pursuant to this Security Agreement on Chattel Paper that are in an aggregate principal amount at any time outstanding not to exceed \$50,000 or that become perfected by the delivery thereof to the Collateral Agent within 10 days of receipt by NACC; (iv) Liens granted pursuant to this Security Agreement on newly acquired property that become perfected no more than 30 days following the acquisition of such property; and (v) Liens granted pursuant to this Security Agreement on Instruments pledged or deposited pursuant to and in accordance with subsections (c) or (d) of Section 15 of Schedule D to the Credit Agreement.

(c) Accounts, Contracts. The amount represented by NACC to the Secured Parties from time to time as owing by all account debtors in respect of the Accounts will not be materially incorrect at such time. No amount payable to NACC under or in connection with any Account or Contract is evidenced by any Instrument or Chattel Paper which has not been delivered to the Collateral Agent, except for Accounts or Contracts evidenced by Instruments or Chattel Paper in each case in an aggregate principal amount at any time outstanding not to exceed \$50,000, respectively, or that become perfected

by the delivery thereof to the Collateral Agent within 10 days of receipt thereof by NACC. Neither NACC nor (to the best of NACC's knowledge) any other party to any Account or Contract is in default or is likely to become in default in the performance or observance of any of the terms hereof which would materially adversely affect the value of the Accounts or Contracts (as Collateral) taken as a whole. The right, title and interest of NACC in, to and under each Account or Contract are not subject to any default, offset (except as set forth in the ACE Documents), counterclaim or claim which would materially adversely affect the value of the Accounts or Contracts (as Collateral) taken as a whole, nor have any of the foregoing been asserted or alleged against NACC.

(d) Consents. Except as set forth on Schedule C-2 to the Credit Agreement or on Schedule VI, no consent or authorization of, or filing or notice with or to, any Person in respect of any Account, Contract or any other Collateral is required, or purports to be required, in connection with the execution, delivery and performance of this Security Agreement, or to make the representations and warranties contained herein true and complete, except for consents, authorizations, filings or notices the failure to obtain or make which, individually or in the aggregate, would not (i) materially adversely affect the business, operations, properties or financial or other condition of NACC and its Subsidiaries taken as a whole, (ii) materially adversely affect the ability of NACC to perform its obligations under any of the Security Documents, (iii) materially adversely affect the rights or remedies of any Lender under the Security Documents or (iv) materially adversely affect Accounts or Contracts (as Collateral) taken as a whole.

(e) Location of Tangible Property. As of the date hereof, the Inventory is kept at the locations listed on Schedule VII hereto (other than Inventory in transit). As of the date hereof, the Equipment (other than Vehicles and mobile goods (as defined in the UCC)) is kept at the locations specified on Schedule VIII hereto.

(f) Chief Executive Office; Places of Business. As of the date hereof, NACC's chief executive office and chief place of business is located at 6950 W. 56th Street, Mission, Kansas 66202. As of the date hereof, the place where NACC keeps its records concerning the Accounts is set forth in Schedule V hereto. Schedule V hereto also lists the places where NACC has any place of business.

(g) Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

(h) Patents and Trademarks. As of the date hereof, Schedule II hereto includes all Patents, Patent Licenses, Trademarks and Trademark Licenses owned by NACC. To the best of NACC's knowledge, each material Patent and Trademark (other than those that are not in use) is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in such Schedule, none of such material Patents and Trademarks is the subject of any licensing or franchise agreement. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any material Patent or Trademark. To the best of NACC's knowledge, no action or proceeding is pending or has been threatened (i) seeking to limit, cancel or question the validity of any material Patent or Trademark or (ii) which, if adversely determined, would have a material adverse effect on the value of any material Patent or Trademark.

(i) Governmental Obligors. As of the date hereof, except as set forth on Schedule IX, none of the obligors on any Accounts is a Governmental Authority.

(j) Vehicles. As of the Closing Date, Schedule X is a complete and correct list of all Vehicles and the state of registration thereof.

(k) Permits and Licenses. As of the date hereof, Schedule III hereto contains a complete and correct list of all Permits and Licenses necessary to the conduct of its business owned by NACC and all such Permits and Licenses sought but not yet obtained by NACC. To the best of NACC's knowledge, except as set forth on Schedule III, each Permit and License listed on Schedule III and necessary to the conduct of NACC's business is valid, subsisting, unexpired and enforceable. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any such necessary Permit or License. No action or proceeding is pending or has been threatened (i) seeking to limit, cancel or question the validity of any such necessary Permit or License or (ii) which, if adversely determined, would have a material adverse effect on the value of any such necessary Permit or License.

5. Covenants. NACC covenants and agrees with the Collateral Agent and the Secured Parties that, from and after the date of this Security Agreement until the Secured Obligations are paid in full and the Commitments are terminated:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of the Collateral Agent, and at the sole expense of NACC, NACC will

promptly and duly execute and deliver such further instruments and documents and take such further action as the Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby. NACC also hereby authorizes the Collateral Agent to file any such financing or continuation statement without the signature of NACC to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, in each case in an aggregate principal amount exceeding \$50,000, respectively, such Instrument or Chattel Paper shall be delivered to the Collateral Agent within 10 days of receipt by NACC, duly endorsed in a manner satisfactory to the Collateral Agent, to be held as Collateral pursuant to this Security Agreement. The Collateral Agent shall, upon the written request of NACC, return to NACC and permit NACC to retain, for a period of not more than 21 days, Instruments and Chattel Paper for purposes of sale or exchange or for presentation, collection, renewal or registration of title.

(b) Indemnification. Subject to the last proviso in both Sections 9.01 of the Credit Agreement and 9.01 of the Senior Fixed Rate Note Agreement, and to the limitation on legal fees and disbursements set forth in Section 9.01(b) of the Credit Agreement and Section 9.01(b) of the Senior Fixed Rate Note Agreement, NACC agrees to pay, and to hold the Collateral Agent and the Secured Parties harmless from, any and all liabilities, costs and expenses (including, without limitation, legal fees and expenses) (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any strict liability arising from or failure to comply with or delay in complying with any Requirement of Law applicable to any of the Collateral, (iii) in connection with any of the transactions contemplated by this Security Agreement or (iv) in connection with the presence of any hazardous substance, petroleum or asbestos at, beneath or near the Collateral. In any suit, proceeding or action brought by the Collateral Agent under any Account or Contract for any sum owing thereunder, or to enforce any provisions of any Account or Contract, NACC will hold, indemnify and keep the Collateral Agent and such Secured Party harmless from and against all

expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction or liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by NACC of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from NACC.

(c) Maintenance of Records. NACC will keep and maintain at its own cost and expense records of the Collateral that are full, true and correct in all material respects, including, without limitation, a record of all payments received and all credits granted with respect to the Accounts. NACC will mark its books and records pertaining to the Collateral to evidence this Security Agreement and the security interests granted hereby. For the further security of the Collateral Agent and the Secured Parties, the Collateral Agent, for the ratable benefit of the Secured Parties, shall have a security interest in all of NACC's books and records pertaining to the Collateral, and NACC, upon a request made by the Collateral Agent and after the occurrence and during the continuance of an Event of Default, shall turn over any such books and records to the Collateral Agent or to its representatives during normal business hours at the request of the Collateral Agent.

(d) Right of Inspection. Upon reasonable notice to NACC from the Collateral Agent, the Collateral Agent and the Secured Parties shall have full and free access at any reasonable time and as often as may reasonably be requested to all the books, correspondence and records of NACC and any of its Affiliates, and the Collateral Agent and the Secured Parties and their respective representatives may examine the same, take extracts therefrom and make photocopies thereof, and NACC agrees to render to the Collateral Agent and the Secured Parties, at NACC's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. Upon reasonable notice to NACC from the Collateral Agent, the Collateral Agent and the Secured Parties and their respective representatives shall at any reasonable time and as often as may be reasonably requested also have the right to enter into and upon any premises where any of the Inventory or Equipment is located for the purpose of inspecting the same, observing its use or otherwise protecting its interests therein.

(e) Compliance with Laws, etc. NACC will comply in all respects with all Requirements of Law applicable to the Collateral except to the extent that the failure to comply therewith could not, in the aggregate, have a material adverse effect on NACC and its Subsidiaries taken as a whole or

adversely affect the Collateral Agent's or the Secured Parties' rights or the priority of their Liens on the Collateral or the value of the Collateral.

(f) Payment of Obligations. NACC will pay promptly when due all material taxes, assessments, governmental charges or levies, amounts payable with respect to licenses and permits, royalties and fees pursuant to any Requirement of Law imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to such Collateral the nonpayment of which would materially adversely affect the Collateral, the value of the Collateral or the interest of the Secured Parties in the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on NACC's books in accordance with GAAP.

(g) Limitation on Liens on Collateral. NACC will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Liens created hereby or permitted under Section 15 of Schedule D to the Credit Agreement, and will defend the right, title and interest of the Collateral Agent and the Secured Parties in and to any of such Collateral against the claims and demands of all Persons.

(h) Limitations on Dispositions of Collateral. NACC will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so, except as permitted in Section 18 of the Schedule D to the Credit Agreement and the Senior Fixed Rate Note Agreement.

(i) Limitations on Modifications, Waivers, Extensions of Agreements. NACC will not (i) amend, modify, terminate or waive any provision of any Contract or any agreement giving rise to an Account in any manner which could reasonably be expected to materially adversely affect the value of such Contract or Account as Collateral, (ii) fail to exercise promptly and diligently each and every material right which it may have under each Contract or agreement giving rise to an Account (other than any right of termination) which could reasonably be expected to materially adversely affect the value of such Contract or Account as Collateral or (iii) fail to deliver to the Collateral Agent a copy of each material demand,

notice or document received by it relating in any way to any Contract or any agreement giving rise to an Account which could reasonably be expected to materially adversely affect the value of such Contract or Account as Collateral, except that clauses (i) and (ii) are subject to the provisions in paragraph 5(j) hereof and clauses (i), (ii) and (iii) do not apply to any Contract or Account having an aggregate value of less than \$50,000 at such time.

(j) Limitations on Discounts, Compromises, Extensions of Accounts. Other than in the ordinary course of business as generally conducted by NACC over a period of time, NACC will not grant any extension of the time of payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partially, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon.

(k) Maintenance of Equipment. NACC will maintain each item of Equipment in good operating condition, ordinary wear and tear and immaterial impairments of value and damage by the elements excepted, and will provide all maintenance, service and repairs necessary for such purpose, except to the extent that the failure to do so would not have a material adverse effect on the business, operations, property or financial or other condition of NACC and its Subsidiaries taken as a whole or on the Collateral, the value of the Collateral or the interest of the Secured Parties in the Collateral.

(l) Maintenance of Insurance. NACC will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory and Equipment against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Required Secured Parties and (ii) insuring NACC, the Collateral Agent and the Secured Parties against liability for personal injury and property damage relating to such Inventory and Equipment, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Required Secured Parties, with losses payable to NACC, the Collateral Agent and the Secured Parties as their respective interests may appear. All such insurance shall (i) contain a breach of warranty clause in favor of the Collateral Agent and the Secured Parties, (ii) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Collateral Agent and the Secured Parties of written notice thereof, (iii) name the Collateral Agent and the Secured Parties as insured parties and (iv) be reasonably satisfactory in all other respects to the Required Secured Parties. NACC shall deliver to the Collateral

Agent and the Secured Parties a report of a reputable insurance broker with respect to such insurance during the month of April in each calendar year and such supplemental reports with respect thereto as the Collateral Agent may from time to time reasonably request.

(m) Further Identification of Collateral. NACC will furnish to the Collateral Agent and the Secured Parties from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

(n) Notices. NACC will advise the Collateral Agent promptly (i) of any Lien (other than Liens created hereby or permitted under the Credit Agreement or the Senior Fixed Rate Note Agreement) on, or claim asserted against, any of the Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the Collateral, the value of the Collateral or the interest of the Secured Parties in the Collateral or on the Liens created hereunder.

(o) Changes in Locations, Name, etc. NACC will not (i) change the location of its chief executive office or chief place of business from that specified in Paragraph 4(f), (ii) permit any of the Inventory or Equipment (other than Vehicles and mobile goods (as defined in the UCC)) to be kept at a location other than those listed on Schedules VII and VIII hereto or (iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Collateral Agent in connection with this Security Agreement would become seriously misleading, unless it shall have given the Collateral Agent at least 15 days prior written notice thereof and prior to effecting any such change taken such steps as the Collateral Agent may deem necessary or advisable to continue the perfection and priority of the security interest granted pursuant hereto.

(p) Patents and Trademarks.

(1) NACC (either itself or through licensees) will, except with respect to any Trademark that NACC shall reasonably determine is of negligible economic value to it, (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past

the quality of product and services offered under such Trademark, (iii) employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Collateral Agent, for the ratable benefit of the Secured Parties, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(2) NACC will not, except with respect to any Patent that NACC shall reasonably determine is of negligible economic value to it, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated.

(3) NACC will notify the Collateral Agent promptly if it knows, or has reason to know, that any application or registration relating to any non-negligible 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 Patent and Trademark Office or any court or tribunal in any country) regarding NACC's ownership of any non-negligible Patent or Trademark or its right to register the same or to keep and maintain the same.

(4) Whenever NACC, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, NACC shall report such filing to the Collateral Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Collateral Agent, NACC shall execute and deliver any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in any Patent or Trademark and the goodwill and general intangibles of NACC relating thereto or represented thereby, and NACC hereby constitutes the Collateral 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 is irrevocable until the Secured Obligations are paid in full and the Commitments are terminated.

(5) NACC will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the non-negligible Patents and Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(6) In the event that any non-negligible Patent or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party, NACC shall promptly notify the Collateral Agent and the other Secured Parties after it learns thereof and shall, unless NACC shall reasonably determine that such Patent or Trademark is of negligible economic value to NACC which determination NACC shall promptly report to the Collateral Agent and the other Secured Parties, promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as NACC shall reasonably deem appropriate under the circumstances or as the Collateral Agent shall direct, to protect such Patent or Trademark.

(g) Vehicles. NACC will maintain its Vehicles used or useful in its business in good operating condition, ordinary wear and tear and immaterial impairments of value and damage by the elements excepted, and will provide all maintenance, service and repairs necessary for such purpose, except to the extent that the failure to do so would not have a material adverse effect on the business, operations, property or financial or other condition of NACC and its Subsidiaries taken as a whole or on the value of the Collateral. No Vehicle shall be removed from the state which has issued the certificate of title/ownership therefor for a period in excess of four months unless prior to the expiration of such period the Collateral Agent shall have received a new certificate of title/ownership for such Vehicle issued by the state to which such Vehicle has been moved. With respect to any Vehicles acquired by NACC

subsequent to the date hereof, within 15 days after the date of acquisition thereof, all applications for certificates of title/ownership indicating the Collateral Agent's Lien on the Vehicle covered by such certificate, and any other necessary documentation, shall be filed in each office in each jurisdiction necessary or which the Collateral Agent may reasonably deem advisable to perfect its Liens on the Vehicles and provision shall have been made for the delivery of all such certificates of title/ownership to the Collateral Agent.

6. Collateral Agent's Appointment as Attorney-in-Fact.

(a) Powers. NACC hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of NACC and in the name of NACC or in its own name, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, NACC hereby gives the Collateral Agent the power and right, on behalf of NACC, without notice to or assent by NACC, to do the following:

(1) in the case of any Account, at any time when the authority of NACC to collect the Accounts has been curtailed or terminated by the Collateral Agent pursuant to the first sentence of Paragraph 3(c) hereof, or in the case of any other Collateral, at any time when any Event of Default shall have occurred and is continuing, in the name of NACC or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Accounts, Instruments or General Intangibles or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any and all such moneys due under any such Account, Instrument or General Intangible or with respect to any other such Collateral whenever payable;

(2) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any

part of the premiums therefor and the costs thereof;  
and

(3) upon the occurrence and during the continuance of any Event of Default, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any such Collateral; (E) to defend any suit, action or proceeding brought against NACC with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as the Collateral Agent may deem appropriate; (G) to assign or license any Patent or Trademark (along with the goodwill of the business to which any such Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole discretion determine; and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option and NACC's expense, at any time, or from time to time, all acts and things which the Collateral Agent deems necessary to protect, preserve or realize upon the Collateral and the Liens of the Collateral Agent and the Secured Parties thereon and to effect the intent of this Security Agreement, all as fully and effectively as NACC might do.

NACC hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. NACC also authorizes the Collateral Agent and the Secured Parties, at any time and from time to time, to execute, in connection with the sale provided for in Paragraph 9 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on the Part of Collateral Agent or Secured Parties. The powers conferred on the Collateral Agent and the Secured Parties hereunder are solely to protect the interests of the Collateral Agent and the Secured Parties in the Collateral, shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers and shall be governed by the Intercreditor Agreement. The Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to NACC for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7. Performance by Collateral Agent of NACC's Obligations. If NACC fails to perform or comply with any of its agreements contained herein, the Collateral Agent, as provided for by the terms of this Security Agreement, may itself perform or comply, or otherwise cause performance or compliance, with such agreement and the fees and expenses of the Collateral Agent incurred in connection with such performance or compliance, together with interest thereon at a rate per annum 2% above the Base Rate, shall be payable by NACC to the Collateral Agent on demand and shall constitute Secured Obligations secured hereby.

8. Proceeds. In addition to the rights of the Collateral Agent and the Secured Parties specified in Paragraph 3 with respect to payments of Accounts, it is agreed that if an Event of Default shall occur and be continuing, upon notice by the Collateral Agent to NACC (a) all Proceeds received by NACC consisting of cash, checks and other near-cash items shall be held by NACC in trust for the Collateral Agent and the Secured Parties, segregated from other funds of NACC, and shall, forthwith upon receipt by NACC, be turned over to the Collateral Agent in the exact form received by NACC (duly endorsed by NACC to the Collateral Agent, if required), and (b) any and all such Proceeds received by the Collateral Agent (whether from NACC or otherwise) shall be deposited in the Master Collateral Account and may be applied by the Intercreditor Agent against the Secured Obligations (whether matured or unmatured), such application to be in such order as

the Intercreditor Agent shall elect and pursuant to Section 10 of the Intercreditor Agreement. Any balance of such Proceeds remaining after the payment of all Secured Obligations shall be paid over to NACC or to whomsoever may be lawfully entitled to receive the same.

9. Remedies. If an Event of Default shall occur and be continuing, the Collateral Agent, on behalf of the Secured Parties may exercise, in addition to all other rights and remedies granted to them in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, the Collateral Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon NACC or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Collateral Agent or any Secured Party or elsewhere upon such terms and condition, as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Collateral Agent and each Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in NACC, which right or equity is hereby waived or released. NACC further agrees, at the Collateral Agent's request, to assemble the Collateral and make it available to the Collateral Agent at places which the Collateral Agent shall reasonably select, whether at the premises of NACC or elsewhere. The Collateral Agent shall deposit the Net Cash Proceeds of any of the Collateral in the Master Collateral Account, to be applied to the payment in whole or in part of the Secured Obligations, subject to Section 10 of the Intercreditor Agreement, in such order as the Intercreditor Agent may elect, and only after such application and after the payment by the Intercreditor Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the UCC, need the Intercreditor Agent account for the surplus, if any, to NACC. To the extent permitted by applicable law, NACC waives all claims, damages and demands it may acquire against the

Collateral Agent or any Secured Party arising out of the exercise by them of any rights hereunder, except for acts or failures to act constituting gross negligence or willful misconduct. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. NACC shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Secured Obligations and the fees and disbursements of any attorneys employed by the Collateral Agent or any Secured Party to collect such deficiency.

10. Limitation on Duties Regarding Preservation of Collateral. The Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. Neither the Collateral Agent, any Secured Party nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of NACC or otherwise.

11. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

12. No Subrogation. Notwithstanding any payment or payments made by NACC hereunder, or any setoff or application of funds of NACC by the Collateral Agent or any Secured Party, or the receipt of any amounts by the Collateral Agent or any Secured Party with respect to any of the Collateral, NACC shall not be entitled, and hereby waives any right it may have, to be subrogated to any of the rights of the Collateral Agent or any Secured Party against any Person or against any other collateral security held by the Collateral Agent or any Secured Party for the payment of the Secured Obligations, nor shall NACC seek, and NACC hereby waives any right it may have to, any reimbursement or contribution from any Person in respect of payments made by NACC in connection with the Collateral, or amounts realized by the Collateral Agent or any Secured Party in connection with the Collateral.

13. Amendments, etc. with respect to the Secured Obligations. NACC shall remain obligated hereunder, and the

Collateral shall remain subject to the Lien granted hereby, notwithstanding that (without any reservation of rights against NACC, and without notice to or further assent by NACC) any demand for payment of any of the Secured Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered, or released by the Collateral Agent or any Secured Party, and the Credit Agreement, the Senior Fixed Rate Note Agreement, every other Credit Document and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Secured Parties may deem advisable from time to time, and any guarantee, right of offset or other collateral security at any time held by the Collateral Agent for the payment of the Secured Obligations may be sold, exchanged, waived, surrendered or released. Neither the Collateral Agent nor any Secured Party shall have any obligation to protect, secure, perfect or insure any other Lien at any time held by it as security for the Secured Obligations or any property subject thereto. NACC waives any and all notice of the creation, renewal, extension or accrual of any of the Secured Obligations and notice of or proof of reliance by the Collateral Agent or any Secured Party upon this Security Agreement; the Secured Obligations shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Security Agreement; and all dealings between NACC, on the one hand, and the Collateral Agent and the Secured Parties, on the other, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Security Agreement. NACC waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon NACC, or any other Person with respect to the Secured Obligations.

14. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

16. No Waiver; Cumulative Remedies. Neither the Collateral Agent nor any Secured Party shall by any act (except by a written instrument pursuant to Paragraph 17 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Collateral Agent or any Secured Party, any right, power or privilege hereunder shall operate at a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Collateral Agent or any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Collateral Agent or such Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

17. Waivers and Amendments; Successors and Assigns; Governing Law. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 31 of the Intercreditor Agreement. This Security Agreement shall be binding upon the successors and assigns of NACC and shall inure to the benefit of the Collateral Agent and the Secured Parties and their respective successors and assigns. **THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

18. Notices. All notices, requests and demands or other communications provided for hereunder shall be in writing, shall be sent by first class mail or nationwide overnight delivery service (with charges prepaid) and shall be deemed to have been duly given or made when received and (i) if to the Collateral Agent, addressed to it at 765 Broad Street, Newark, New Jersey 07101, Attn.: Corporate Trust Department and (ii) if to NACC addressed to it c/o D. George Harris & Associates, Inc., 61 Broadway, Suite 918, New York, New York 10006, Attn.: Mr. Anthony J. Petrocelli, with a copy to Winthrop, Stimson, Putnam & Roberts, One Battery Park Plaza, New York, New York 10004-1490, Attn.: Donald G. Kilpatrick, Esq., or, in each case, at such other address as NACC or the Collateral Agent shall specify to the other party in writing; provided, however, that any such communication to NACC may also, at the option of the Collateral Agent, be delivered by any other means either to NACC at its address specified above or to the president, chief financial officer or secretary of

NACC and such notice shall be effective when received by such officer of NACC.

19. Authority of Collateral Agent. NACC acknowledges that the rights and responsibilities of the Collateral Agent under this Security Agreement with respect to any action taken or not taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, right, duty, liability, request, judgment or other right or remedy provided for herein or resulting from or arising out of this Security Agreement shall, as between the Collateral Agent and the Secured Parties, be governed solely by the Intercreditor Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and NACC, the Collateral Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and NACC shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

20. Release of Certain Collateral. Any Collateral consisting of rights, titles or interest under any Contract or other agreement or with respect to any Permit and License shall be released from the security interest granted hereunder, and shall thereafter cease to be deemed to be "Collateral", if (i) any party to such agreement (other than NACC or any of its Affiliates) or any Governmental Authority that issued such Permit and License reasonably alleges in writing that such security interest therein constitutes a default under, a breach or violation of, or grounds for terminating or revoking, such agreement or such Permit and License, as the case may be, (ii) such rights, titles or interest are not material to the business, operations, properties, or financial or other condition of NACC and its Subsidiaries taken as a whole, (iii) such Contract or other agreement or such Permit and License, as the case may be, does not constitute a material portion of the

Contracts or Permits and Licenses (as Collateral) taken as a whole, and (iv) the Collateral Agent receives notice from the Intercreditor Agent instructing the Collateral Agent to effect the release authorized by this sentence.

IN WITNESS WHEREOF, NACC has caused this Security Agreement to be duly executed and delivered as of the date first above written.

NORTH AMERICAN CHEMICAL COMPANY

By: *Anthony Petrucci*  
Title: ~~Vice President~~ Treasurer

FIRST FIDELTY BANK, NATIONAL  
ASSOCIATION, NEW JERSEY

By: *Yveta E. Conroy*  
Title: *Vice President*

CORPORATE FORM OF  
ACKNOWLEDGEMENT

State of New York  
County of New York ss:

On this 19<sup>th</sup> day of November, 1990 before me personally appeared, Anthony J. Petrucci, to me personally known, who being by me duly sworn, says that (s)he is the Vice President & Treasurer of North American Chemical Company, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Signature of notary public John B. Gatch

My Commission expires \_\_\_\_\_

JOHN B. GATCH  
Notary Public, State of New York  
No. 31111  
Qualified in New York  
Commission Expires Sept 4, 1992

CORPORATE FORM OF  
ACKNOWLEDGEMENT

State of New York  
County of New York ss:

On this 19<sup>th</sup> day of November, 1990 before me personally appeared, Rita E. Comey, to me personally known, who being by me duly sworn, says that (s)he is the Vice President of First Fidelity Bank, National Association, New Jersey, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Signature of notary public W. Labier Jones  
My Commission expires 11.17.92

W. LABIER JONES  
Notary Public, State of New York  
No. 31-4877354  
Qualified in New York County  
Commission Expires 11/17/92

SCHEDULE I  
CONTRACTS

(i) NACC will be entering into the following contracts:

1. Post Closing Services Agreement with NACC, Kerr-McGee Corporation and Kerr-McGee Chemical Corporation ("KMCC") (draft attached).
2. Management Services Agreement between North American Salt Company ("NAMSCO") and NACC.
3. Potash Supply Agreement between Great Salt Lake Minerals & Chemicals Corporation ("GSL") and NACC.
4. Sodium Sulphate Supply Agreement between GSL and NACC.
5. Export Contract for United States Soda Ash between Oriental Chemical Industries ("OCI") and NACC.
6. Distributorship Agreement (Anhydrous Sodium Sulfate) between OCI and NACC.
7. Distributorship Agreement (Boron Products) between OCI and NACC.
8. Distributorship Agreement (Potassium Chloride and Potassium Sulfate) between OCI and NACC.
9. Information Exchange Agreement between Soda Ash Botswana (PTY.) Ltd and NACC.
10. Boron License between KMCC and NACC.
11. Carbon Dioxide License between KMCC and NACC (draft with Senah Green).
12. Real Estate Indemnity Agreement between KMCC and NACC (draft with Real Estate department).
13. Consulting Agreement between Soda Ash Botswana (PTY.) Ltd. and NACC.

- (ii) The following agreements will be assigned by Kerr-McGee Chemical Corporation ("KMCC") (and, where applicable Kerr-McGee Corporation or its subsidiaries) to NACC:
1. Agreement for Medical Services between M. Marlin Clark, M.D. and Kerr-McGee Chemical Corp. dated June 1, 1989.
  2. Gas Supply Agreement between KM Gas Company and Kerr-McGee Chemical Corp. dated as of October 16, 1986.
  3. Water Purchase Agreement among Searles Domestic Water Company and Kerr-McGee Chemical Corporation dated March 13, 1984.
  4. Water Rights License Agreement between Kerr-McGee Chemical Corporation and the City of Ridgecrest effective January 1, 1990.
  5. Accessorial Service Agreement among Trona Railway Company and Kerr-McGee Chemical Corporation dated July 1, 1989.
  6. Rail Locomotive Lease Agreement between Kerr-McGee Chemical Corporation and Trona Railway Company dated August 25, 1977.
  7. KMCC Three Elephant Distributorship Agreements, with the following parties:
    - Antillean Trading Corp.
    - Coral Corp. and Richmond Corp.
    - Brasimet Comercio E Industria S.A., formerly Dessana Com Imp. Y Exp. Ltda.
    - Robert Bryce & Co., Ltd. (Australia)
    - Robert Bryce & Co., Ltd. (New Zealand)
    - H.L. Chang & Co., Ltd. and supplemental agreement dated December 14, 1989
    - Ker & Co., Ltd.
    - P.T. Lautan Laus
    - Luis Schydrowsky, S.A.
    - Shionogi & Co., Ltd.
    - Williams and Cia Productos Quimicos S.A.
  8. Agency Agreement between Kerr-McGee Chemical Corporation and Feed Products and Service Co. ("Agent") dated June 27, 1988.

9. Three Elephant Distributor Agreement between Kerr-McGee Chemical Corporation and Distrisurvey, S.A. ("Distributor") dated January 2, 1987.
10. Three Elephant Distributor Agreement between Kerr-McGee Chemical Corporation and Districhem ESTD. ("Distributor") dated January 2, 1987.
11. Sodium Sulfate Anhydrous Purchase Agreement between Kerr-McGee Chemical Corporation ("Seller") and AKZO Chemicals Limited dated January 1, 1989.
12. Supply Letter Agreement for Sodium Sulfate Anhydrous between Kerr-McGee Chemical Corporation ("Supplier") and Supply Services Ltd. dated June 20, 1989.
13. Potash Sales Contract between Kerr-McGee Chemical Corporation ("Seller") and Sumitomo Corporation of America ("Buyer") dated December 15, 1978 as amended by Addendum No. 1 dated May 18, 1990.
14. Distributor Agreement between Kerr-McGee Chemical Corporation and Distrisurvey, S.A. ("Distributor") dated January 2, 1987.
15. Distributor Agreement between Kerr-McGee Chemical Corporation and Destrichem ESTD ("Distributor") dated January 2, 1987 as amended by Contract Amendment dated July 27, 1987.
16. Standard UMIS License and Maintenance Agreement between Innovative Data, Inc. and Kerr-McGee Corporation dated June 5, 1986.
17. Professional Resource Management Agreement relating to the PRM Chlorinebusters Process between Professional Resource Management and Kerr-McGee Chemical Corporation dated November 17, 1987.
18. Agreement among Continental Telephone Company of California and Kerr-McGee Chemical Corporation dated January 17, 1986.
19. Equipment Lease Agreement for Grove RT58C crane between Johnson Machinery Co. and Kerr-McGee Chemical Corporation dated August 10, 1989.
20. Equipment Lease Agreement for office trailers between Gelco Space and Kerr-McGee Chemical Corporation dated April 20, 1990.

21. Equipment Lease Agreement for portable tanks between Poly Tanks Inc. and Kerr-McGee Chemical Corporation dated September 12, 1989.
22. Equipment Lease Agreement for a Grove RT58C crane between Utility Equipment and Kerr-McGee Chemical Corporation dated April 19, 1990.
23. Equipment Lease Agreement for a Grove crane between Jake's Crane and Rigging and Kerr-McGee Chemical Corporation dated April 19, 1990.
24. Equipment Rental Agreement for portable toilets between Ridgecrest Septic Service and Kerr-McGee Chemical Corporation (various dates).
25. Equipment Rentals Agreement for backhoe and CFM Compressor between U.S. Rentals and Kerr-McGee Chemical Corp.
26. Memorandum for Long Term Supply of Anhydrous Borax among Kerr-McGee Chemical Corporation ("Seller"), Ferro Enamels (Japan) Ltd. ("User") and Mitsui & Co., Ltd. ("Buyer") dated April 28, 1988.
27. Product Supply Agreement between United States Borax & Chemical Corporation ("Buyer") and Kerr-McGee Chemical Corporation ("Seller") dated September 29, 1988.
28. Agreement for Sale and Purchase of Sodium Bicarbonate between Cargill, Incorporated ("Buyer") and Kerr-McGee Chemical Corporation ("Supplier") dated January 1, 1990.
29. Royalty Agreement among Kerr-McGee Chemical Corporation and Frank A. Riehle J.R. of Pacific Salt and Chemical Company dated July 1, 1975.
30. Purchase Order #P089000013 between Alamito Company and Kerr-McGee Chemical Corporation dated April 21, 1989.
31. Memorandum of Agreement of Dense Soda Ash (CH-331) between The Clorox Company ("Buyer") and Kerr-McGee Chemical Corporation ("Seller") dated January 4, 1990.
32. Purchase Agreement between Kerr-McGee Chemical Corporation ("Seller") and GNB Incorporated ("Buyer") dated January 10, 1990.

33. Purchase Agreement between Kerr-McGee Chemical Corporation ("Seller") and Holophan Company, Inc. ("Buyer") dated January 16, 1990.
34. Purchase Agreement between Kerr-McGee Chemical Corporation ("Seller") and Kerr Glass Manufacturing Corporation ("Buyer") dated November 30, 1989.
35. Purchase Agreement between Kerr-McGee Chemical Corporation ("Seller") and The Manville Sales Corporation ("Buyer") dated January 1, 1990.
36. Purchase Agreement between Kerr-McGee Chemical Corporation ("Seller") and Morton-Thiokol, Inc. ("Buyer") dated June 13, 1988.
37. Purchase Order between Kerr-McGee Chemical Corporation ("Seller") and Santa Fe Energy Resources, Inc. ("Buyer") dated February 28, 1990.
38. Purchase Agreement between KMCC ("Seller") and Owens/Brockway ("Buyer") dated May 25, 1990.

#### Coal Supply

39. Coal Supply Agreement between Kerr-McGee Chemical Corporation ("Buyer") and Castle Gate Coal Company dated March 31, 1988 with Guaranty Agreement made by Amax Coal Industries dated December 29, 1989 and Assignment and Assumption Agreement between Castle Gate Coal Company and Amax Coal Sales Company dated December 29, 1989.
40. Coal Supply Agreement between Kerr-McGee Chemical Corporation ("Buyer") and Soldier Creek Coal Company ("Seller") dated August 17, 1988, as amended by Letter Agreement dated December 27, 1988 and Letter Agreement dated December 9, 1988.

#### Power Sales Agreements

41. Parallel Generation Agreement between Kerr-McGee Chemical Corporation ("Seller") and Southern California Edison Company ("Purchaser") dated October 15, 1982, as amended by Amendment No. 1 dated March 27, 1989.
42. Parallel Generation Agreement between Kerr-McGee Chemical Corporation and Southern California Edison Company dated May 25, 1979, as amended by Amendment No. 1 dated July 16, 1980 and Amendment No. 2 dated March 27, 1989.

Agreements For Trucking Services

43. Agreement for Trucking Service dated August 10, 1990 between Kerr-McGee Chemical Corporation and Dart Transit Company.
44. Agreement for Trucking Service dated August 10, 1990 between Kerr-McGee Chemical Corporation and Hunt Transportation.
45. Agreement for Trucking Service dated November 1, 1990 between Kerr-McGee Chemical Corporation and Harrison Nichols Company Ltd.
46. Agreement for Trucking Service dated September 1, 1990 between Peake, Inc. and Kerr-McGee Chemical Corporation.

Track Lease Agreements

47. Track Lease Agreement (SP Doc. no. T34107) between Southern Pacific Transportation Company, St. Louis Southwestern Railway Company and Kerr-McGee Chemical Corporation.
48. Track Lease Agreement (SSW Lease no. 98-0275930-010253) between Southern Pacific Transportation Company, St. Louis Southwestern Railway Company and Kerr-McGee Chemical Corporation.
49. Track Lease Agreement (SP Doc. no. T34792) between Southern Pacific Transportation Company, St. Louise Southwestern Railway Company and Kerr-McGee Chemical Corporation.
50. Track Lease Agreement (SSW Doc. no. T2031) between Southern Pacific Transportation Company, St. Louis Southwestern Railway Company and Kerr-McGee Chemical Corporation.
51. Track Lease Agreement (SSW Lease no. 0275104-05-89) between Southern Railway Company and Kerr-McGee Chemical Corporation.
52. Track Lease Agreement (No. 5685) between Terminal Railroad Association of St. Louis and Kerr-McGee Chemical Corporation.
53. Track Lease Agreement dated November 20, 1989 between Norfolk Southern Corporation and Kerr-McGee Chemical Corporation.

54. Track Lease Agreement (CSX-1087) between CSX Transportation, Inc., and Kerr-McGee Chemical Corporation.
55. Track Lease Agreement (No. 64-31809) between Consolidated Rail Corporation and Kerr-McGee Chemical Corporation.
56. Track Lease Agreement (No. 29-24445) between Consolidated Rail Corporation and Kerr-McGee Chemical Corporation.
57. Track Lease Agreement dated December 1, 1982 between Apache Railway Company and Kerr-McGee Chemical Corporation.
58. Track Lease Agreement dated December 10, 1982 between Trona Railway Company and Kerr-McGee Chemical Corporation.
59. Track Lease Agreement dated August 21, 1990 between Newburg & South Shore Railroad, a Division of Chicago West Pullman Transportation Corporation and Kerr-McGee Chemical Corporation.

Marketing Service Contracts

60. Service agreement between Pacific Coast/Australia-New Zealand Tariff Bureau and Kerr-McGee Chemical Corporation effective April 27, 1990.
61. Service Agreement between Star Shipping (U.S.W.C.) Inc. and Kerr-McGee Chemical Corporation effective March 1, 1990.

Bulk Loading Agreement

62. Bulk Loading Agreement dated July 26, 1988 between Kerr-McGee Chemical Corporation and Metropolitan Stevedore Company.

Warehousing, Trip Lease and Consignment Agreements

63. Private Car Lease Agreement between FMC Wyoming Corporation and Kerr-McGee Chemical Corporation ("Customer") dated October 27, 1989.
64. Hopper Car Sublease Agreement between Kerr-McGee Chemical Corporation ("Lessor") and Koppers Company, Inc. ("Lessee") dated October 10, 1988.

65. Hopper Car Sublease Agreement between Kerr-McGee Chemical Corporation ("Lessor") and Lever Brothers Company ("Lessee") dated May 31, 1989.
66. Consignment Agreement between Kerr-McGee Chemical Corporation and Mobay Corporation ("Consignee") dated May 30, 1990.
67. Consignment Agreement between Kerr-McGee Chemical Corporation and Lowe Chemical Company ("Consignee") dated July 30, 1986.
68. Consignment Agreement between Kerr-McGee Chemical Corporation and Electra Manufacturing Company ("Consignee") dated April 30, 1983.
69. Consignment Agreement between Kerr-McGee Chemical Corporation and Lawton Lumber Co. ("Consignee") dated June 23, 1989.
70. Consignment Agreement between Kerr-McGee Chemical Corporation and National Starch and Chemical Corporation ("Consignee") dated March 29, 1989.
71. Consignment Agreement between Kerr-McGee Chemical Corporation and Weyerhaeuser Company - Composite Products ("Consignee") dated April 18, 1988.
72. Consignment Agreement between Kerr-McGee Chemical Corporation and Regal Industries ("Consignee") dated February 12, 1988.
73. Consignment Agreement between Kerr-McGee Chemical Corporation and Interlox America ("Consignee") dated July 1, 1987.
74. Consignment Agreement between Kerr-McGee Chemical Corporation and G.M. Gannon & Co., Inc. ("Consignee") dated December 10, 1986.
75. Consignment Agreement between Kerr-McGee Chemical Corporation and Allied Corporation ("Consignee") dated August 22, 1986.
76. Consignment Agreement between Kerr-McGee Chemical Corporation and Chi-Vit Corporation ("Consignee") dated January 30, 1987.
77. Consignment Agreement between Kerr-McGee Chemical Corporation and Wheaton Glass Company ("Consignee") dated February 11, 1987.

78. Consignment Agreement between Kerr-McGee Chemical Corporation and Ferro Corporation ("Consignee") dated December 30, 1985.
79. Consignment Agreement between Kerr-McGee Chemical Corporation and Procter & Gamble Manufacturing Co. ("Consignee") dated August 1, 1988.
80. Consignment Agreement between Kerr-McGee Chemical Corporation and GAF Building Materials Corporation ("Consignee") dated April 18, 1988.
81. Consignment Agreement between Kerr-McGee Chemical Corporation and Corning Glass Works ("Consignee") dated November 5, 1986.
82. Bagging/Warehouse Agreement between Kerr-McGee Chemical and Van Waters & Rogers, Inc. ("Warehouse") dated October 1, 1989.
83. Warehouse Agreement between Kerr-McGee Chemical Corporation and Cal-chlor Corp. dated March 2, 1987.
84. Warehouse Agreement between Kerr-McGee Chemical Corporation and J. M. Huber Corporation dated November 15, 1988.
85. Warehouse Agreement between Kerr-McGee Chemical Corporation and Inter Continental Chemical Services, Inc. dated March 3, 1986.
86. Warehouse Agreement between Kerr-McGee Chemical Corporation and Stetson Chemicals dated June 27, 1989.
87. Warehouse Agreement between Kerr-McGee Chemical Corporation and Drovers Supply dated July 7, 1988.
88. Warehouse Agreement between Kerr-McGee Chemical Corporation and Stanislaus Farm Supply dated September 15, 1986.
89. Warehouse Agreement between Kerr-McGee Chemical Corporation and Harbor-Pac dated July 1, 1990.
90. Bagging Agreement between Kerr-McGee Chemical Corporation and J.D. Rowe Co. effective date September 9, 1990 [Pending Approval]

Other Agreements

91. Agreement for lease of data communication equipment between Codex Corporation and Kerr-McGee Corporation, undated.
92. Maintenance Agreement dated as of January 1, 1988 among Telex Computer Products, Inc. and Kerr-McGee Corporation.
93. Service Agreement #068731 effective as of March 1, 1988 among G.E. Computer Service and Kerr-McGee Corporation.
94. Kerr-McGee Corporation lease office space in Long Beach, California for export transportation functions relating to the Soda Products Division.
95. Asset Purchase Agreement dated July 18, 1990 by and between KMCC and NACC, as amended by Amendment No. 1 dated August 15, 1990, Amendment No. 2 dated August 20, 1990, Amendment No. 3 dated August 24, 1990, Amendment No. 4 dated September 7, 1990, Amendment No. 5 dated September 14, 1990, Amendment No. 6 dated September 24, 1990, Amendment No. 7 dated October 5, 1990, Amendment No. 8 dated October 12, 1990 and Amendment No. 9 dated October 29, 1990.
96. Indemnity Agreement between Trona Associates and KMCC dated September 17, 1990
97. Rail Locomotive and Caboose Lease Agreement between Southern Pacific Railway Company and Trona Railway Company dated March 14, 1973
98. Rail Locomotive and Caboose Lease Agreement between Southern Pacific Railway Company and Trona Railway Company dated September 9, 1977.
99. Two Transportation Service Agreements (relating to the transportation of gas) among Pacific Gas and Electric Company and KMCC, both dated September 17, 1986.
100. Memorandum of Understanding between The Naval Weapons Center and Kerr-McGee Chemical Corporation for a Cooperative Study of Ambient Air Quality Management Issues on Searles Valley dated May 1987.
101. Indian Wells Valley Ground-Water Project Memorandum of Understanding among the United States of America, Department of the Interior,

Bureau of Reclamation; United States of America, Department of Defense, Naval Weapons Center, China Lake, California; Indian Wells Valley Water District and Kerr-McGee Chemical Corporation dated March 16, 1990.

102. Draft memorandum of understanding between The Naval Weapons Center and Kerr-McGee Chemical Corporation for the use of a well site.
103. Transfer and Terminal Contract between Kerr-McGee Chemical Corporation ("Shipper") and CSX Transportation, Inc. (formerly The Baltimore and Ohio Railroad Company) dated December 12, 1985.
104. Agreement for removal of Lime pile between LAFIYA, Incorporated ("Buyer") and Kerr-McGee Chemical Corporation ("Seller") dated May 14, 1990.

#### Railway Lease Agreements

There are 792 leased railcars covered under the following lease agreements (which railcars are described in the attached Annex A):

105. ACF Industries (ACFX) and Kerr-McGee Corporation
  - o Special Master Contract No. H-298, dated 12/15/82;
  - o Master Service Contract 4-6971, dated 2/12/68, Amended 7/19/73 and 8/18/86; Riders: #63, dated 8/26/87; #13, dated 4/3/89; #34, dated 9/7/89; #37, 8/16/85; #41, dated 6/8/89; #44, dated 9/7/89; #47, dated 6/8/89; #64, dated 1/21/88; #66, dated 4/29/88.
106. United States Rail Services, Inc. (RUSX) and Kerr-McGee Corporation
  - o Master Car Lease Agreement Number 12, dated 9/6/89 and Schedule No. 1 dated 9/6/89.
107. General Electric Railcar Services Corporation (NAHX) and Kerr-McGee Corporation
  - o Car Leasing agreement 4899-9, dated 1/1/84
  - o Riders: #4 (1), dated 8/1/84; #5 (1), dated 1/1/84; #21, dated 11/1/87; #23, dated 1/1/88.

(iii) The following agreements involve ACE Cogeneration:

1. Master Agreement, dated as of November 20, 1990, among ACE, PYCO, ACE OP, KMCC and NACC.
2. Interconnection Facilities Agreement, dated September 17, 1990, between KMCC and Trona Associates.

Project Agreements

3. Emissions Control, Maintenance and Construction Agreement, dated April 22, 1988, between ACE and KMCC, as amended by the First Amendment to the Emission Control Maintenance and Construction Agreement, dated December 15, 1988.
4. Steam Purchase and Sale Agreement, dated April 22, 1988, between ACE and KMCC, as amended by the First Amendment to the Steam Purchase and Sale Agreement, dated December 15, 1988.
5. Ground Lease, dated April 22, 1988, between ACE and KMCC, as amended by the Amendment Agreement (Ground Lease) dated April 22, 1988, as amended by the Second Amendment to the Ground Lease dated November 20, 1990.
6. Memorandum of Lease, dated April 22, 1988, between ACE and KMCC, as amended and restated by the Amended and Restated Memorandum of Ground Lease, dated as of November 20, 1990.
7. Easement Agreement, dated April 27, 1988, between ACE and KMCC, as amended and restated by the Amended and Restated Easement Agreement, dated November 20, 1990.
8. Coal Terminal Agreement, dated April 22, 1988, between ACE and KMCC, as amended by the First Amendment to the Coal Terminal Agreement, dated December 15, 1988
9. Coal Terminal Easement Agreement, dated April 22, 1988, between ACE and KMCC, as amended by Reciprocal Coal Terminal Easement Agreement, dated November 20, 1990
10. Supplemental Agreement, dated April 22, 1988, between ACE and KMCC
11. Agency Agreement, dated April 22, 1988, between ACE and KMCC

12. Steam Consent and Agreement, dated April 22, 1988, between ACE and KMCC
13. Coal Terminal Consent and Agreement, dated April 22, 1988, between ACE and KMCC
14. Coal Supply Consent and Agreement, dated April 22, 1988, between ACE and KMCC
15. Limestone Quarry Lease, dated November 20, between ACE and KMCC
16. Memorandum of Limestone Quarry Lease, dated November 20, 1990, between KMCC and ACE

ACE/NACC Agreements

17. Second Amendment to the Emissions Control, Maintenance and Construction Agreement, dated as of November 20, 1990, between KMCC and ACE
18. Second Amendment to the Coal Terminal Agreement, dated November 20, 1990 between ACE and KMCC
19. Second Amendment to the Steam Purchase and Sale Agreement, dated as of November 20, 1990, between NACC and ACE
20. Amended and Restated Emission Control, Maintenance and Construction Consent and Agreement, dated November 20, 1990 among ACE, NACC and SEC PAC
21. Amended and Restated Steam Consent and Agreement, dated as of November 20, 1990, among ACE, NACC and SEC PAC
22. Amended and Restated Coal Terminal Consent and Agreement, dated as of November 20, 1990, among ACE, NACC and SEC PAC
23. Amended and Restated Operations and Maintenance Consent and Agreement dated as of November 20, 1990, among ACE, PYCO, ACE OP, NACC and SEC PAC

Other Documents

24. NACC's right to receive payments pursuant to Section 4.2(a) of the Operations and Maintenance Agreement, dated April 22, 1988, between ACE and KMCC, as amended by the First Amendment to the Operations and Maintenance Agreement, dated December 15, 1988, and as amended by the Amended and Restated Operations and Maintenance Consent

and Agreement dated as of November 20, 1990,  
among ACE, PYCO, ACE OP, NACC and SEC PAC.

25. Promissory Note in the amount of \$4,405,000.00,  
dated November 20, 1990, by NACC in favor of ACE.

ANNEX A TO SCHEDULE I

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u> <u>KMCX</u>
1.	RUSX800000	001	0893	42500	05880	TRC GP S V		X		
2.	RUSX800009	001	0893	42500	05880	TRC GP S V		X		
3.	RUSX800014	001	0893	42500	05880	TRC GP S V		X		
4.	RUSX800015	001	0893	42500	05880	TRC GP S V		X		
5.	RUSX800019	001	0893	42500	05880	TRC GP S V		X		
6.	RUSX800021	001	0893	42500	05880	TRC GP S V		X		
7.	RUSX800023	001	0893	42500	05880	TRC GP S V		X		
8.	RUSX800027	001	0893	42500	05880	TRC GP S V		X		
9.	RUSX800035	001	0893	42500	05880	TRC GP S V		X		
10.	RUSX800042	001	0893	42500	05880	TRC GP S V		X		
11.	RUSX800045	001	0893	42500	05880	TRC GP S V		X		
12.	RUSX800046	001	0893	42500	05880	TRC GP S V		X		
13.	RUSX800048	001	0893	42500	05880	TRC GP S V		X		
14.	RUSX800050	001	0893	42500	05880	TRC GP S V		X		
15.	RUSX800051	001	0893	42500	05880	TRC GP S V		X		
16.	RUSX800052	001	0893	42500	05880	TRC GP S V		X		
17.	RUSX800058	001	0893	42500	05880	TRC GP S V		X		
18.	RUSX800062	001	0893	42500	05880	TRC GP S V		X		
19.	RUSX800063	001	0893	42500	05880	TRC GP S V		X		
20.	RUSX800065	001	0893	42500	05880	TRC GP S V		X		

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
21	RUSX800066	001	0893	42500	05880	TRC GP S V		X		
22.	RUSX800070	001	0893	42500	05880	TRC GP S V		X		
23.	RUSX800071	001	0893	42500	05880	TRC GP S V		X		
24.	RUSX800072	001	0893	42500	05880	TRC GP S V		X		
25	RUSX800073	001	0893	42500	05880	TRC GP S V		X		
26	RUSX800074	001	0893	42500	05880	TRC GP S V		X		
27	RUSX800076	001	0893	42500	05880	TRC GP S V		X		
28.	RUSX800077	001	0893	42500	05880	TRC GP S V		X		
29	RUSX800078	001	0893	42500	05880	TRC GP S V		X		
30	RUSX800079	001	0893	42500	05880	TRC GP S V		X		
31	RUSX800080	001	0893	42500	05880	TRC GP S V		X		
32	RUSX800081	001	0893	42500	05880	TRC GP S V		X		
33.	RUSX800082	001	0893	42500	05880	TRC GP S V		X		
34.	RUSX800083	001	0893	42500	05880	TRC GP S V		X		
35	RUSX800085	001	0893	42500	05880	TRC GP S V		X		
36.	RUSX800086	001	0893	42500	05880	TRC GP S V		X		
37	RUSX800087	001	0893	42500	05880	TRC GP S V		X		
38	RUSX800090	001	0893	42500	05880	TRC GP S V		X		
39.	RUSX800091	001	0893	42500	05880	TRC GP S V		X		
40	RUSX800094	001	0893	42500	05880	TRC GP S V		X		
41.	RUSX800096	001	0893	42500	05880	TRC GP S V		X		
42.	RUSX800101	001	0893	42500	05880	TRC GP S V		X		

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED BY:</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>KMCX</u>
43	RUSX800104	001	0893	42500	05880	TRC GP S V		X		
44.	RUSX800105	001	0893	42500	05880	TRC GP S V		X		
45.	RUSX800107	001	0893	42500	05880	TRC GP S V		X		
46.	RUSX800108	001	0893	42500	05880	TRC GP S V		X		
47.	RUSX800112	001	0893	42500	05880	TRC GP S V		X		
48	RUSX800116	001	0893	42500	05880	TRC GP S V		X		
49	RUSX800120	001	0893	42500	05880	TRC GP S V		X		
50	RUSX800122	001	0893	42500	05880	TRC GP S V		X		
51	RUSX800123	001	0893	42500	05880	TRC GP S V		X		
52	RUSX800124	001	0893	42500	05880	TRC GP S V		X		
53	RUSX800133	001	0893	42500	05880	TRC GP S V		X		
54	RUSX800135	001	0893	42500	05880	TRC GP S V		X		
55.	RUSX800136	001	0893	42500	05880	TRC GP S V		X		
56	RUSX800141	001	0893	42500	05880	TRC GP S V		X		
57.	RUSX800144	001	0893	42500	05880	TRC GP S V		X		
58	RUSX800145	001	0893	42500	05880	TRC GP S V		X		
59	RUSX800146	001	0893	42500	05880	TRC GP S V		X		
60	RUSX800150	001	0893	42500	05880	TRC GP S V		X		
61.	RUSX800151	001	0893	42500	05880	TRC GP S V		X		
62	RUSX800154	001	0893	42500	05880	TRC GP S V		X		
63.	RUSX800155	001	0893	42500	05880	TRC GP S V		X		
64	RUSX800158	001	0893	42500	05880	TRC GP S V		X		

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u> <u>KMCX</u>
65	RUSX800160	001	0893	42500	05880	TRC GP S V		X		
66	RUSX800162	001	0893	42500	05880	TRC GP S V		X		
67	RUSX800169	001	0893	42500	05880	TRC GP S V		X		
68	RUSX800170	001	0893	42500	05880	TRC GP S V		X		
69	RUSX800172	001	0893	42500	05880	TRC GP S V		X		
70	RUSX800173	001	0893	42500	05880	TRC GP S V		X		
71	RUSX800174	001	0893	42500	05880	TRC GP S V		X		
72.	RUSX800176	001	0893	42500	05880	TRC GP S V		X		
73.	RUSX800177	001	0893	42500	05880	TRC GP S V		X		
74.	RUSX800181	001	0893	42500	05880	TRC GP S V		X		
75.	RUSX800184	001	0893	42500	05880	TRC GP S V		X		
76.	RUSX800189	001	0893	42500	05880	TRC GP S V		X		
77.	RUSX800194	001	0893	42500	05880	TRC GP S V		X		
78.	RUSX800197	001	0893	42500	05880	TRC GP S V		X		
79.	RUSX800199	001	0893	42500	05880	TRC GP S V		X		
80	NAHX480400	004	0890	22500	04700	TRC G N			X	
81	NAHX480401	004	0890	22500	04700	TRC G N			X	
82.	NAHX480402	004	0890	22500	04700	TRC G N			X	
83	NAHX480403	004	0890	22500	04700	TRC G N			X	
84.	NAHX480404	004	0890	22500	04700	TRC G N			X	
85.	NAHX480405	004	0890	22500	04700	TRC G N			X	
86.	NAHX480406	004	0890	22500	04700	TRC G N			X	

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>AGFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
87	NAHX480407	004	0890	22500	04700	TRC	G	N		X
88	NAHX480409	004	0890	22500	04700	TRC	G	N		X
89	NAHX480410	004	0890	22500	04700	TRC	G	N		X
90	NAHX480411	004	0890	22500	04700	TRC	G	N		X
91	NAHX480412	004	0890	22500	04700	TRC	G	N		X
92	NAHX480413	004	0890	22500	04700	TRC	G	N		X
93.	NAHX480414	004	0890	22500	04700	TRC	G	N		X
94	NAHX480415	004	0890	22500	04700	TRC	G	N		X
95.	NAHX480416	004	0890	22500	04700	TRC	G	N		X
96	NAHX480417	004	0890	22500	04700	TRC	G	N		X
97	NAHX480418	004	0890	22500	04700	TRC	G	N		X
98.	NAHX480419	004	0890	22500	04700	TRC	G	N		X
99.	NAHX480420	004	0890	22500	04700	TRC	G	N		X
100	NAHX480421	004	0890	22500	04700	TRC	G	N		X
101	NAHX480422	004	0890	22500	04700	TRC	G	N		X
102	NAHX480423	004	0890	22500	04700	TRC	G	N		X
103	NAHX480424	004	0890	22500	04700	TRC	G	N		X
104.	NAHX480425	004	0890	22500	04700	TRC	G	N		X
105	NAHX480426	004	0890	22500	04700	TRC	G	N		X
106	NAHX480427	004	0890	22500	04700	TRC	G	N		X
107	NAHX480428	004	0890	22500	04700	TRC	G	N		X
108.	NAHX480429	004	0890	22500	04700	TRC	G	N		X

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u> <u>KMCX</u>
109	NAHX480430	004	0890	22500	04700	TRC	G	N	X	
110.	NAHX480431	004	0890	22500	04700	TRC	G	N	X	
111	NAHX480432	004	0890	22500	04700	TRC	G	N	X	
112	NAHX480433	004	0890	22500	04700	TRC	G	N	X	
113.	NAHX480434	004	0890	22500	04700	TRC	G	N	X	
114.	NAHX480435	004	0890	22500	04700	TRC	G	N	X	
115.	NAHX480436	004	0890	22500	04700	TRC	G	N	X	
116.	NAHX480437	004	0890	22500	04700	TRC	G	N	X	
117	NAHX480439	004	0890	22500	04700	TRC	G	N	X	
118	NAHX480440	004	0890	22500	04700	TRC	G	N	X	
119	NAHX480441	004	0890	22500	04700	TRC	G	N	X	
120	NAHX480442	004	0890	22500	04700	TRC	G	N	X	
121	NAHX480443	004	0890	22500	04700	TRC	G	N	X	
122	NAHX480444	004	0890	22500	04700	TRC	G	N	X	
123	NAHX480445	004	0890	22500	04700	TRC	G	N	X	
124	NAHX480446	004	0890	22500	04700	TRC	G	N	X	
125	NAHX480447	004	0890	22500	04700	TRC	G	N	X	
126.	NAHX480448	004	0890	22500	04700	TRC	G	N	X	
127.	NAHX480449	004	0890	22500	04700	TRC	G	N	X	
128.	NAHX480451	004	0890	22500	04700	TRC	G	N	X	
129	NAHX480452	004	0890	22500	04700	TRC	G	V	X	
130.	NAHX480453	004	0890	22500	04700	TRC	G	N	X	

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u> <u>KMCX</u>
131	NAHX480454	004	0890	22500	04700	TRC	G	N	X	
132	NAHX480455	004	0890	22500	04700	TRC	G	N	X	
133	NAHX480456	004	0890	22500	04700	TRC	G	N	X	
134	NAHX480457	004	0890	22500	04700	TRC	G	N	X	
135	NAHX480458	004	0890	22500	04700	TRC	G	N	X	
136	NAHX480459	004	0890	22500	04700	TRC	G	N	X	
137	NAHX480460	004	0890	22500	04700	TRC	G	N	X	
138	NAHX480461	004	0890	22500	04700	TRC	G	N	X	
139	NAHX480462	004	0890	22500	04700	TRC	G	N	X	
140	NAHX480463	004	0890	22500	04700	TRC	G	N	X	
141	NAHX480464	004	0890	22500	04700	TRC	G	N	X	
142	NAHX480465	004	0890	22500	04700	TRC	G	N	X	
143	NAHX480466	004	0890	22500	04700	TRC	G	N	X	
144	NAHX480468	004	0890	22500	04700	TRC	G	N	X	
145	NAHX480469	004	0890	22500	04700	TRC	G	N	X	
146	NAHX480470	004	0890	22500	04700	TRC	G	N	X	
147	NAHX480471	004	0890	22500	04700	TRC	G	N	X	
148	NAHX480472	004	0890	22500	04700	TRC	G	N	X	
149	NAHX480473	004	0890	22500	04700	TRC	G	N	X	
150	NAHX480474	004	0890	22500	04700	TRC	G	N	X	
151	NAHX480475	004	0890	22500	04700	TRC	G	N	X	
152	NAHX480476	004	0890	22500	04700	TRC	G	N	X	

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
153.	NAHX480477	004	0890	22500	04700	TRC	G	N		X
154.	NAHX480478	004	0890	22500	04700	TRC	G	N		X
155	NAHX480479	004	0890	22500	04700	TRC	G	N		X
156.	NAHX480480	004	0890	22500	04700	TRC	G	N		X
157.	NAHX480481	004	0890	22500	04700	TRC	G	N		X
158	NAHX480482	004	0890	22500	04700	TRC	G	N		X
159	NAHX480483	004	0890	22500	04700	TRC	G	N		X
160	NAHX480484	004	0890	22500	04700	TRC	G	N		X
161.	NAHX480485	004	0890	22500	04700	TRC	G	N		X
162	NAHX480486	004	0890	22500	04700	TRC	G	N		X
163.	NAHX480487	004	0890	22500	04700	TRC	G	N		X
164	NAHX480488	004	0890	22500	04700	TRC	G	N		X
165	NAHX480489	004	0890	22500	04700	TRC	G	N		X
166.	NAHX480490	004	0890	22500	04700	TRC	G	N		X
167.	NAHX480491	004	0890	22500	04700	TRC	G	N		X
168	NAHX480492	004	0890	22500	04700	TRC	G	N		X
169.	NAHX480493	004	0890	22500	04700	TRC	G	N		X
170	NAHX480494	004	0890	22500	04700	TRC	G	N		X
171	NAHX480495	004	0890	22500	04700	TRC	G	N		X
172.	NAHX480496	004	0890	22500	04700	TRC	G	N		X
173.	NAHX480497	004	0890	22500	04700	TRC	G	N		X
174.	NAHX480498	004	0890	22500	04700	TRC	G	N		X

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
175.	NAHX480499	004	0890	22500	04700	TRC G N			X	
176	NAHX480500	004	0890	22500	04700	TRC G V			X	
177.	NAHX480501	004	0890	22500	04700	TRC G V			X	
178	NAHX480502	004	0890	22500	04700	TRC G V			X	
179	NAHX480503	004	0890	22500	04700	TRC G V			X	
180	NAHX480504	004	0890	22500	04700	TRC G V			X	
181	NAHX480505	004	0890	22500	04700	TRC G V			X	
182	NAHX480506	004	0890	22500	04700	TRC G V			X	
183	NAHX480507	004	0890	22500	04700	TRC G V			X	
184	NAHX480508	004	0890	22500	04700	TRC G V			X	
185	NAHX480509	004	0890	22500	04700	TRC G V			X	
186	NAHX480511	004	0890	22500	04700	TRC G V			X	
187	NAHX480512	004	0890	22500	04700	TRC G V			X	
188.	NAHX480513	004	0890	22500	04700	TRC G V			X	
189	NAHX480514	004	0890	22500	04700	TRC G V			X	
190.	NAHX480515	004	0890	22500	04700	TRC G V			X	
191	NAHX480517	004	0890	22500	04700	TRC G V			X	
192	NAHX480518	004	0890	22500	04700	TRC G V			X	
193	NAHX480519	004	0890	22500	04700	TRC G V			X	
194.	NAHX480520	004	0890	22500	04700	TRC G V			X	
195.	NAHX480521	004	0890	22500	04700	TRC G V			X	
196	NAHX480522	004	0890	22500	04700	TRC G V			X	

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
197	NAHX480523	004	0890	22500	04700	TRC G V			X	
198.	NAHX480524	004	0890	22500	04700	TRC G V			X	
199.	NAHX480525	004	0890	22500	04700	TRC G V			X	
200	NAHX480526	004	0890	22500	04700	TRC G V			X	
201	NAHX480527	004	0890	22500	04700	TRC G V			X	
202	NAHX480528	004	0890	22500	04700	TRC G V			X	
203	NAHX480529	004	0890	22500	04700	TRC G V			X	
204.	NAHX480530	004	0890	22500	04700	TRC G V			X	
205.	NAHX480531	004	0890	22500	04700	TRC G V			X	
206	NAHX480532	004	0890	22500	04700	TRC G V			X	
207	NAHX480533	004	0890	22500	04700	TRC G V			X	
208.	NAHX480534	004	0890	22500	04700	TRC G V			X	
209.	NAHX480535	004	0890	22500	04700	TRC G V			X	
210	NAHX480536	004	0890	22500	04700	TRC G V			X	
211	NAHX480537	004	0890	22500	04700	TRC G V			X	
212	NAHX480538	004	0890	22500	04700	TRC G V			X	
213	NAHX480539	004	0890	22500	04700	TRC G V			X	
214	NAHX480540	004	0890	22500	04700	TRC G V			X	
215.	NAHX480541	004	0890	22500	04700	TRC G V			X	
216	NAHX480542	004	0890	22500	04700	TRC G V			X	
217	NAHX480543	004	0890	22500	04700	TRC G V			X	
218	NAHX480544	004	0890	22500	04700	TRC G V			X	

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
219	NAHX480545	004	0890	22500	04700	TRC G V			X	
220	NAHX480546	004	0890	22500	04700	TRC G V			X	
221.	NAHX480547	004	0890	22500	04700	TRC G V			X	
222	NAHX480548	004	0890	22500	04700	TRC G V			X	
223.	NAHX480549	004	0890	22500	04700	TRC G V			X	
224	NAHX480575	004	0890	22500	04700	TRC G V			X	
225	NAHX480576	004	0890	22500	04700	TRC G V			X	
226.	NAHX480578	004	0890	22500	04700	TRC G V			X	
227	NAHX480579	004	0890	22500	04700	TRC G V			X	
228.	NAHX480580	004	0890	22500	04700	TRC G V			X	
229	NAHX480581	004	0890	22500	04700	TRC G V			X	
230	NAHX480582	004	0890	22500	04700	TRC G V			X	
231	NAHX480583	004	0890	22500	04700	TRC G V			X	
232	NAHX480584	004	0890	22500	04700	TRC G V			X	
233	NAHX480585	004	0890	22500	04700	TRC G V			X	
234.	NAHX480586	004	0890	22500	04700	TRC G V			X	
235	NAHX480587	004	0890	22500	04700	TRC G V			X	
236	NAHX480588	004	0890	22500	04700	TRC G V			X	
237	NAHX480589	004	0890	22500	04700	TRC G V			X	
238	NAHX480590	004	0890	22500	04700	TRC G V			X	
239.	NAHX480591	004	0890	22500	04700	TRC G V			X	
240	NAHX480592	004	0890	22500	04700	TRC G V			X	

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED BY:</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>KMCX</u>
241	NAHX480593	004	0890	22500	04700	TRC G V			X	
242.	NAHX480594	004	0890	22500	04700	TRC G V			X	
243.	NAHX480595	004	0890	22500	04700	TRC G V			X	
244	NAHX480596	004	0890	22500	04700	TRC G V			X	
245	NAHX480597	004	0890	22500	04700	TRC G V			X	
246.	NAHX480598	004	0890	22500	04700	TRC G V			X	
247	NAHX480599	004	0890	22500	04700	TRC G V			X	
248.	NAHX480600	004	0890	22500	04700	TRC G V			X	
249.	NAHX480601	004	0890	22500	04700	TRC G V			X	
250	NAHX480602	004	0890	22500	04700	TRC G V			X	
251	NAHX480603	004	0890	22500	04700	TRC G V			X	
252	NAHX480604	004	0890	22500	04700	TRC G V			X	
253	NAHX480605	004	0890	22500	04700	TRC G V			X	
254	NAHX480606	004	0890	22500	04700	TRC G V			X	
255	NAHX480607	004	0890	22500	04700	TRC G V			X	
256	NAHX480608	004	0890	22500	04700	TRC G V			X	
257	NAHX480609	004	0890	22500	04700	TRC G V			X	
258	NAHX480610	004	0890	22500	04700	TRC G V			X	
259	NAHX480611	004	0890	22500	04700	TRC G V			X	
260.	NAHX480612	004	0890	22500	04700	TRC G V			X	
261	NAHX480613	004	0890	22500	04700	TRC G V			X	
262	NAHX480614	004	0890	22500	04700	TRC G V			X	

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
263	NAHX480615	004	0890	22500	04700	TRC G V			X	
264	NAHX480616	004	0890	22500	04700	TRC G V			X	
265	NAHX480617	004	0890	22500	04700	TRC G V			X	
266	NAHX480618	004	0890	22500	04700	TRC G V			X	
267	NAHX480619	004	0890	22500	04700	TRC G V			X	
268	NAHX480620	004	0890	22500	04700	TRC G V			X	
269.	NAHX480621	004	0890	22500	04700	TRC G V			X	
270	NAHX480623	004	0890	22500	04700	TRC G V			X	
271.	NAHX480624	004	0890	22500	04700	TRC G V			X	
272.	NAHX480625	004	0890	22500	04700	TRC G V			X	
273.	NAHX480626	004	0890	22500	04700	TRC G V			X	
274	NAHX480627	004	0890	22500	04700	TRC G V			X	
275.	NAHX480628	004	0890	22500	04700	TRC G V			X	
276	NAHX480629	004	0890	22500	04700	TRC G V			X	
277.	NAHX480630	004	0890	22500	04700	TRC G V			X	
278.	NAHX480631	004	0890	22500	04700	TRC G V			X	
279	NAHX480632	004	0890	22500	04700	TRC G V			X	
280	NAHX480633	004	0890	22500	04700	TRC G V			X	
281	NAHX480634	004	0890	22500	04700	TRC G V			X	
282.	NAHX480635	004	0890	22500	04700	TRC G V			X	
283	NAHX480636	004	0890	22500	04700	TRC G V			X	
284	NAHX480637	004	0890	22500	04700	TRC G V			X	

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
285.	NAHX480638	004	0890	22500	04700	TRC G V			X	
286.	NAHX480639	004	0890	22500	04700	TRC G V			X	
287	NAHX480640	004	0890	22500	04700	TRC G V			X	
288	NAHX480641	004	0890	22500	04700	TRC G V			X	
289	NAHX480642	004	0890	22500	04700	TRC G V			X	
290	NAHX480643	004	0890	22500	04700	TRC G V			X	
291.	NAHX480644	004	0890	22500	04700	TRC G V			X	
292	NAHX480645	004	0890	22500	04700	TRC G V			X	
293.	NAHX480646	004	0890	22500	04700	TRC G V			X	
294	NAHX480647	004	0890	22500	04700	TRC G V			X	
295.	NAHX480648	004	0890	22500	04700	TRC G V			X	
296	NAHX480649	004	0890	22500	04700	TRC G V			X	
297.	ACFX 60212	013	0594	28000	02600	TRC GP S V	X			
298	ACFX 60238	013	0594	28000	02600	TRC GP S V	X			
299.	ACFX 61936	013	0594	28000	02270	TRC GP S V	X			
300.	ACFX 61938	013	0594	28000	02270	TRC GP S V	X			
301	ACFX 61940	013	0594	28000	02270	TRC GP S V	X			
302.	ACFX 61942	013	0594	28000	02270	TRC GP S V	X			
303	ACFX 61943	013	0594	28000	02270	TRC GP S V	X			
304	ACFX 61945	013	0594	28000	02270	TRC GP S V	X			
305.	ACFX 61949	013	0594	28000	02270	TRC GP S V	X			
306.	ACFX 61951	013	0594	28000	02270	TRC GP S V	X			

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED BY:</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>KMCX</u>
307	ACFX 61952	013	0594	28000	02270	TRC GP S V	X			
308.	ACFX 61953	013	0594	28000	02270	TRC GP S V	X			
309.	ACFX 61954	013	0594	28000	02270	TRC GP S V	X			
310.	ACFX 61957	013	0594	28000	02270	TRC GP S V	X			
311	ACFX 61959	013	0594	28000	02270	TRC GP S V	X			
312.	ACFX 62004	013	0594	28000	02270	TRC GP S V	X			
313.	ACFX 62007	013	0594	28000	02270	TRC GP S V	X			
314	ACFX 62008	013	0594	28000	02270	TRC GP S V	X			
315	ACFX 62009	013	0594	28000	02270	TRC GP S V	X			
316	ACFX 62011	013	0594	28000	02270	TRC GP S V	X			
317.	ACFX 62012	013	0594	28000	02270	TRC GP S V	X			
318	ACFX 62013	013	0594	28000	02270	TRC GP S V	X			
319.	ACFX 62017	013	0594	28000	02270	TRC GP S V	X			
320.	ACFX 62018	013	0594	28000	02270	TRC GP S V	X			
321	ACFX 63714	013	0594	28000	02600	TRC GP S V	X			
322	ACFX 64177	013	0589	27000	02690	TRC GP S V	X			
323	ACFX 64245	013	0594	28000	02430	TRC GP S V	X			
324.	NAHX 56295	021	1090	22500	02850	TRC G N			X	
325	NAHX 63073	021	1090	22500	04450	TRC G N			X	
326	NAHX 64232	021	1090	22500	04950	TRC G N			X	
327	NAHX 64233	021	1090	22500	04950	TRC G N			X	
328	NAHX 64234	021	1090	22500	04950	TRC G N			X	

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
329	NAHX 64235	021	1090	22500	04950	TRC G N			X	
330	NAHX 64236	021	1090	22500	04950	TRC G N			X	
331	NAHX 64237	021	1090	22500	04950	TRC G N			X	
332	NAHX 64238	021	1090	22500	04950	TRC G N			X	
333	NAHX 64239	021	1090	22500	04950	TRC G N			X	
334.	NAHX 64283	021	1090	22500	04950	TRC G N			X	
335.	NAHX 64284	021	1090	22500	04950	TRC G N			X	
336.	NAHX 64285	021	1090	22500	04950	TRC G N			X	
337.	NAHX 64286	021	1090	22500	04950	TRC G N			X	
338.	NAHX 64287	021	1090	22500	04950	TRC G N			X	
339	NAHX 64288	021	1090	22500	04950	TRC G N			X	
340	NAHX 64289	021	1090	22500	04950	TRC G N			X	
341	NAHX 64290	021	1090	22500	04950	TRC G N			X	
342	NAHX 64291	021	1090	22500	04950	TRC G N			X	
343	NAHX 64292	021	1090	22500	04950	TRC G N			X	
344.	NAHX 64293	021	1090	22500	04950	TRC G N			X	
345.	NAHX 64294	021	1090	22500	04950	TRC G N			X	
346	NAHX 64296	021	1090	22500	04950	TRC G N			X	
347	NAHX486996	021	1090	22500	04950	TRC G N			X	
348.	NAHX486997	021	1090	22500	04950	TRC G N			X	
349.	NAHX486998	021	1090	22500	04950	TRC G N			X	
350	NAHX486999	021	1090	22500	04950	TRC G N			X	

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
351.	NAHX487000	021	1090	22500	04950	TRC	G	N		X
352	NAHX487001	021	1090	22500	04950	TRC	G	N		X
353	NAHX487002	021	1090	22500	04950	TRC	G	N		X
354.	NAHX487003	021	1090	22500	04950	TRC	G	N		X
355.	NAHX487004	021	1090	22500	04950	TRC	G	N		X
356.	NAHX487005	021	1090	22500	04950	TRC	G	N		X
357.	NAHX487006	021	1090	22500	04950	TRC	G	N		X
358	NAHX487007	021	1090	22500	04950	TRC	G	N		X
359	NAHX487008	021	1090	22500	04950	TRC	G	N		X
360.	NAHX487009	021	1090	22500	04950	TRC	G	N		X
361.	NAHX487011	021	1090	22500	04950	TRC	G	N		X
362.	NAHX487012	021	1090	22500	04950	TRC	G	N		X
363	NAHX487013	021	1090	22500	04950	TRC	G	N		X
364.	NAHX487014	021	1090	22500	04950	TRC	G	N		X
365.	NAHX487015	021	1090	22500	04950	TRC	G	N		X
366.	NAHX487016	021	1090	22500	04950	TRC	G	N		X
367.	NAHX487017	021	1090	22500	04950	TRC	G	N		X
368.	NAHX487018	021	1090	22500	04950	TRC	G	N		X
369	NAHX487019	021	1090	22500	04950	TRC	G	N		X
370	NAHX487020	021	1090	22500	04950	TRC	G	N		X
371	NAHX487021	021	1090	22500	04950	TRC	G	N		X
372	NAHX487022	021	1090	22500	04950	TRC	G	N		X

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
373	NAHX487023	021	1090	22500	04950	TRC	G	N		X
374.	NAHX487024	021	1090	22500	04950	TRC	G	N		X
375.	NAHX487025	021	1090	22500	04950	TRC	G	N		X
376	NAHX487026	021	1090	22500	04950	TRC	G	N		X
377	NAHX487028	021	1090	22500	04950	TRC	G	N		X
378.	NAHX487029	021	1090	22500	04950	TRC	G	N		X
379	NAHX487030	021	1090	22500	04950	TRC	G	N		X
380	NAHX487031	021	1090	22500	04950	TRC	G	N		X
381	NAHX487032	021	1090	22500	04950	TRC	G	N		X
382	NAHX487033	021	1090	22500	04950	TRC	G	N		X
383.	NAHX487034	021	1090	22500	04950	TRC	G	N		X
384.	NAHX487035	021	1090	22500	04950	TRC	G	N		X
385	NAHX487036	021	1090	22500	04950	TRC	G	N		X
386.	NAHX487041	021	1090	22500	04950	TRC	G	N		X
387	NAHX487417	021	1090	22500	04950	TRC	G	N		X
388.	NAHX487766	021	1090	22500	04950	TRC	G	N		X
389.	NAHX487860	021	1090	22500	04950	TRC	G	N		X
390	NAHX487861	021	1090	22500	04950	TRC	G	N		X
391.	NAHX487862	021	1090	22500	04950	TRC	G	N		X
392.	NAHX487908	021	1090	22500	04950	TRC	G	N		X
393.	NAHX487909	021	1090	22500	04950	TRC	G	N		X
394.	NAHX487910	021	1090	22500	04950	TRC	G	N		X

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
395.	NAHX487911	021	1090	22500	04950	TRC	G	N		X
396.	NAHX487912	021	1090	22500	04950	TRC	G	N		X
397.	NAHX487915	021	1090	22500	04950	TRC	G	N		X
398.	NAHX487916	021	1090	22500	04950	TRC	G	N		X
399	NAHX488012	021	1090	22500	04950	TRC	G	N		X
400.	NAHX488116	021	1090	22500	04950	TRC	G	N		X
401.	NAHX488117	021	1090	22500	04950	TRC	G	N		X
402	NAHX488118	021	1090	22500	04950	TRC	G	N		X
403.	NAHX488119	021	1090	22500	04950	TRC	G	N		X
404.	NAHX488120	021	1090	22500	04950	TRC	G	N		X
405	NAHX488121	021	1090	22500	04950	TRC	G	N		X
406	NAHX488122	021	1090	22500	04950	TRC	G	N		X
407.	NAHX488123	021	1090	22500	04950	TRC	G	N		X
408.	NAHX488124	021	1090	22500	04950	TRC	G	N		X
409	NAHX488125	021	1090	22500	04950	TRC	G	N		X
410.	NAHX488126	021	1090	22500	04950	TRC	G	N		X
411.	NAHX488127	021	1090	22500	04950	TRC	G	N		X
412	NAHX488128	021	1090	22500	04950	TRC	G	N		X
413	NAHX488129	021	1090	22500	04950	TRC	G	N		X
414.	NAHX488130	021	1090	22500	04950	TRC	G	N		X
415	NAHX488131	021	1090	22500	04950	TRC	G	N		X
416	NAHX488132	021	1090	22500	04950	TRC	G	N		X

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u> <u>KMCX</u>
417	NAHX488133	021	1090	22500	04950	TRC	G	N		X
418.	NAHX488134	021	1090	22500	04950	TRC	G	N		X
419	NAHX488135	021	1090	22500	04950	TRC	G	N		X
420	NAHX488136	021	1090	22500	04950	TRC	G	N		X
421	NAHX488137	021	1090	22500	04950	TRC	G	N		X
422	NAHX488138	021	1090	22500	04950	TRC	G	N		X
423.	NAHX488139	021	1090	22500	04950	TRC	G	N		X
424	NAHX488142	021	1090	22500	04950	TRC	G	N		X
425.	NAHX488143	021	1090	22500	04950	TRC	G	N		X
426.	NAHX488144	021	1090	22500	04950	TRC	G	N		X
427	NAHX488145	021	1090	22500	04950	TRC	G	N		X
428.	NAHX488147	021	1090	22500	04950	TRC	G	N		X
429	NAHX488148	021	1090	22500	04950	TRC	G	N		X
430	NAHX488149	021	1090	22500	04950	TRC	G	N		X
431	NAHX488150	021	1090	22500	04950	TRC	G	N		X
432.	NAHX488151	021	1090	22500	04950	TRC	G	N		X
433.	NAHX488152	021	1090	22500	04950	TRC	G	N		X
434.	NAHX488154	021	1090	22500	04950	TRC	G	N		X
435.	NAHX488159	021	1090	22500	04950	TRC	G	N		X
436	NAHX488160	021	1090	22500	04950	TRC	G	N		X
437.	NAHX488161	021	1090	22500	04950	TRC	G	N		X
438.	NAHX488173	021	1090	22500	04950	TRC	G	N		X

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
439	NAHX488187	021	1090	22500	04950	TRC	G	N		X
440	NAHX488188	021	1090	22500	04950	TRC	G	N		X
441.	NAHX488189	021	1090	22500	04950	TRC	G	N		X
442	NAHX488190	021	1090	22500	04950	TRC	G	N		X
443	NAHX488191	021	1090	22500	04950	TRC	G	N		X
444	NAHX488192	021	1090	22500	04950	TRC	G	N		X
445	NAHX488193	021	1090	22500	04950	TRC	G	N		X
446.	NAHX488194	021	1090	22500	04950	TRC	G	N		X
447	NAHX488195	021	1090	22500	04950	TRC	G	N		X
448.	NAHX488196	021	1090	22500	04950	TRC	G	N		X
449.	NAHX488197	021	1090	22500	04950	TRC	G	N		X
450	NAHX488198	021	1090	22500	04950	TRC	G	N		X
451	NAHX488199	021	1090	22500	04950	TRC	G	N		X
452	NAHX488200	021	1090	22500	04950	TRC	G	N		X
453	NAHX488201	021	1090	22500	04950	TRC	G	N		X
454	NAHX488202	021	1090	22500	04950	TRC	G	N		X
455	NAHX488203	021	1090	22500	04950	TRC	G	N		X
456	NAHX488204	021	1090	22500	04950	TRC	G	N		X
457	NAHX488205	021	1090	22500	04950	TRC	G	N		X
458	NAHX488206	021	1090	22500	04950	TRC	G	N		X
459.	NAHX488207	021	1090	22500	04950	TRC	G	N		X
460	NAHX488208	021	1090	22500	04950	TRC	G	N		X

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u> <u>KMCX</u>
461	NAHX488209	021	1090	22500	04950	TRC	G	N	X	
462	NAHX488210	021	1090	22500	04950	TRC	G	N	X	
463.	NAHX488211	021	1090	22500	04950	TRC	G	N	X	
464	NAHX488212	021	1090	22500	04950	TRC	G	N	X	
465	NAHX488213	021	1090	22500	04950	TRC	G	N	X	
466	NAHX488214	021	1090	22500	04950	TRC	G	N	X	
467	NAHX488215	021	1090	22500	04950	TRC	G	N	X	
468	NAHX488216	021	1090	22500	04950	TRC	G	N	X	
469	NAHX488217	021	1090	22500	04950	TRC	G	N	X	
470.	NAHX488219	021	1090	22500	04950	TRC	G	N	X	
471.	NAHX488220	021	1090	22500	04950	TRC	G	N	X	
472	NAHX488222	021	1090	22500	04950	TRC	G	N	X	
473	NAHX488223	021	1090	22500	04950	TRC	G	N	X	
474	NAHX488225	021	1090	22500	04950	TRC	G	N	X	
475	NAHX488227	021	1090	22500	04950	TRC	G	N	X	
476.	NAHX488228	021	1090	22500	04950	TRC	G	N	X	
477.	NAHX488229	021	1090	22500	04950	TRC	G	N	X	
478	NAHX488230	021	1090	22500	04950	TRC	G	N	X	
479.	NAHX488232	021	1090	22500	04950	TRC	G	N	X	
480.	NAHX488236	021	1090	22500	04950	TRC	G	N	X	
481.	NAHX488237	021	1090	22500	04950	TRC	G	N	X	
482	NAHX488238	021	1090	22500	04950	TRC	G	N	X	

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
483	NAHX488239	021	1090	22500	04950	TRC G N			X	
484.	NAHX488240	021	1090	22500	04950	TRC G N			X	
485.	NAHX488241	021	1090	22500	04950	TRC G N			X	
486	NAHX488242	021	1090	22500	04950	TRC G N			X	
487	NAHX488243	021	1090	22500	04950	TRC G N			X	
488.	NAHX488244	021	1090	22500	04950	TRC G N			X	
489.	NAHX488245	021	1090	22500	04950	TRC G N			X	
490	NAHX488246	021	1090	22500	04950	TRC G N			X	
491.	NAHX488248	021	1090	22500	04950	TRC G N			X	
492	NAHX488249	021	1090	22500	04950	TRC G N			X	
493	NAHX488251	021	1090	22500	04950	TRC G N			X	
494.	NAHX488252	021	1090	22500	04950	TRC G N			X	
495	NAHX488254	021	1090	22500	04950	TRC G N			X	
496.	NAHX488255	021	1090	22500	04950	TRC G N			X	
497.	NAHX488256	021	1090	22500	04950	TRC G N			X	
498	NAHX488257	021	1090	22500	04950	TRC G N			X	
499	NAHX488258	021	1090	22500	04950	TRC G N			X	
500.	NAHX488259	021	1090	22500	04950	TRC G N			X	
501.	NAHX488260	021	1090	22500	04950	TRC G N			X	
502.	NAHX488261	021	1090	22500	04950	TRC G N			X	
503	NAHX488262	021	1090	22500	04950	TRC G N			X	
504	NAHX488263	021	1090	22500	04950	TRC G N			X	

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
505.	NAHX488264	021	1090	22500	04950	TRC	G	N		X
506.	NAHX488265	021	1090	22500	04950	TRC	G	N		X
507	NAHX488266	021	1090	22500	04950	TRC	G	N		X
508.	NAHX488267	021	1090	22500	04950	TRC	G	N		X
509	NAHX488268	021	1090	22500	04950	TRC	G	N		X
510	NAHX488269	021	1090	22500	04950	TRC	G	N		X
511.	NAHX488270	021	1090	22500	04950	TRC	G	N		X
512	NAHX488271	021	1090	22500	04950	TRC	G	N		X
513.	NAHX488272	021	1090	22500	04950	TRC	G	N		X
514	NAHX488273	021	1090	22500	04950	TRC	G	N		X
515	NAHX488274	021	1090	22500	04950	TRC	G	N		X
516	NAHX488275	021	1090	22500	04950	TRC	G	N		X
517	NAHX488276	021	1090	22500	04950	TRC	G	N		X
518	NAHX488277	021	1090	22500	04950	TRC	G	N		X
519	NAHX488278	021	1090	22500	04950	TRC	G	N		X
520	NAHX488279	021	1090	22500	04950	TRC	G	N		X
521.	NAHX488280	021	1090	22500	04950	TRC	G	N		X
522.	NAHX488281	021	1090	22500	04950	TRC	G	N		X
523.	NAHX488282	021	1090	22500	04950	TRC	G	N		X
524	NAHX488283	021	1090	22500	04950	TRC	G	N		X
525	NAHX488284	021	1090	22500	04950	TRC	G	N		X
526	NAHX488285	021	1090	22500	04950	TRC	G	N		X

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
527	NAHX488286	021	1090	22500	04950	TRC	G	N		X
528	NAHX488287	021	1090	22500	04950	TRC	G	N		X
529.	NAHX488288	021	1090	22500	04950	TRC	G	N		X
530	NAHX488289	021	1090	22500	04950	TRC	G	N		X
531.	NAHX488290	021	1090	22500	04950	TRC	G	N		X
532	NAHX488291	021	1090	22500	04950	TRC	G	N		X
533	NAHX488292	021	1090	22500	04950	TRC	G	N		X
534	NAHX488293	021	1090	22500	04950	TRC	G	N		X
535	NAHX488295	021	1090	22500	04950	TRC	G	N		X
536.	NAHX488296	021	1090	22500	04950	TRC	G	N		X
537.	NAHX488297	021	1090	22500	04950	TRC	G	N		X
538	NAHX488298	021	1090	22500	04950	TRC	G	N		X
539	NAHX488299	021	1090	22500	04950	TRC	G	N		X
540	NAHX488300	021	1090	22500	04950	TRC	G	N		X
541.	NAHX488301	021	1090	22500	04950	TRC	G	N		X
542	NAHX488302	021	1090	22500	04950	TRC	G	N		X
543.	NAHX488303	021	1090	22500	04950	TRC	G	N		X
544.	NAHX488304	021	1090	22500	04950	TRC	G	N		X
545	NAHX488305	021	1090	22500	04950	TRC	G	N		X
546.	NAHX488306	021	1090	22500	04950	TRC	G	N		X
547	NAHX488307	021	1090	22500	04950	TRC	G	N		X
548.	NAHX488308	021	1090	22500	04950	TRC	G	N		X

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
549	NAHX488309	021	1090	22500	04950	TRC G N			X	
550	NAHX488310	021	1090	22500	04950	TRC G N			X	
551	NAHX488311	021	1090	22500	04950	TRC G N			X	
552	NAHX488312	021	1090	22500	04950	TRC G N			X	
553	NAHX488313	021	1090	22500	04950	TRC G N			X	
554	NAHX488314	021	1090	22500	04950	TRC G N			X	
555	NAHX488315	021	1090	22500	04950	TRC G N			X	
556	NAHX488316	021	1090	22500	04950	TRC G N			X	
557	NAHX488317	021	1090	22500	04950	TRC G N			X	
558	NAHX488318	021	1090	22500	04950	TRC G N			X	
559	NAHX488319	021	1090	22500	04950	TRC G N			X	
560	NAHX488320	021	1090	22500	04950	TRC G N			X	
561	NAHX488321	021	1090	22500	04950	TRC G N			X	
562	NAHX488322	021	1090	22500	04950	TRC G N			X	
563	NAHX488323	021	1090	22500	04950	TRC G N			X	
564	NAHX488324	021	1090	22500	04950	TRC G N			X	
565	NAHX488325	021	1090	22500	04950	TRC G N			X	
566	NAHX488326	021	1090	22500	04950	TRC G N			X	
567	NAHX488327	021	1090	22500	04950	TRC G N			X	
568	NAHX488328	021	1090	22500	04950	TRC G N			X	
569	NAHX488329	021	1090	22500	04950	TRC G N			X	
570	NAHX488368	021	1090	22500	04950	TRC G N			X	

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
571	NAHX488369	021	1090	22500	04950	TRC G N			X	
572	NAHX488370	021	1090	22500	04950	TRC G N			X	
573	NAHX488774	021	1090	22500	04950	TRC G N			X	
574	NAHX488775	021	1090	22500	04950	TRC G N			X	
575.	NAHX488776	021	1090	22500	04950	TRC G N			X	
576.	NAHX488777	021	1090	22500	04950	TRC G N			X	
577.	NAHX488778	021	1090	22500	04950	TRC G N			X	
578	NAHX488779	021	1090	22500	04950	TRC G N			X	
579	NAHX488780	021	1090	22500	04950	TRC G N			X	
580	NAHX488781	021	1090	22500	04950	TRC G N			X	
581.	NAHX488782	021	1090	22500	04950	TRC G N			X	
582	NAHX488783	021	1090	22500	04950	TRC G N			X	
583	NAHX488784	021	1090	22500	04950	TRC G N			X	
584.	NAHX488785	021	1090	22500	04950	TRC G N			X	
585.	NAHX488786	021	1090	22500	04950	TRC G N			X	
586.	NAHX488787	021	1090	22500	04950	TRC G N			X	
587	NAHX488788	021	1090	22500	04950	TRC G N			X	
588.	NAHX488789	021	1090	22500	04950	TRC G N			X	
589	NAHX488790	021	1090	22500	04950	TRC G N			X	
590	NAHX488791	021	1090	22500	04950	TRC G N			X	
591	NAHX488792	021	1090	22500	04950	TRC G N			X	
592	NAHX488793	021	1090	22500	04950	TRC G N			X	

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
593	NAHX488794	021	1090	22500	04950	TRC	G	N		X
594.	NAHX488795	021	1090	22500	04950	TRC	G	N		X
595.	NAHX488796	021	1090	22500	04950	TRC	G	N		X
596	NAHX488797	021	1090	22500	04950	TRC	G	N		X
597.	NAHX488798	021	1090	22500	04950	TRC	G	N		X
598	NAHX488799	021	1090	22500	04950	TRC	G	N		X
599.	NAHX488800	021	1090	22500	04950	TRC	G	N		X
600.	NAHX488801	021	1090	22500	04950	TRC	G	N		X
601	NAHX488802	021	1090	22500	04950	TRC	G	N		X
602.	NAHX488803	021	1090	22500	04950	TRC	G	N		X
603	NAHX488804	021	1090	22500	04950	TRC	G	N		X
604.	NAHX488805	021	1090	22500	04950	TRC	G	N		X
605	NAHX488806	021	1090	22500	04950	TRC	G	N		X
606	NAHX488807	021	1090	22500	04950	TRC	G	N		X
607.	NAHX488808	021	1090	22500	04950	TRC	G	N		X
608.	NAHX489141	021	1090	22500	04950	TRC	G	N		X
609.	NAHX489142	021	1090	22500	04950	TRC	G	N		X
610	NAHX489143	021	1090	22500	04950	TRC	G	N		X
611	NAHX489144	021	1090	22500	04950	TRC	G	N		X
612.	NAHX489145	021	1090	22500	04950	TRC	G	N		X
613	NAHX489146	021	1090	22500	04950	TRC	G	N		X
614.	NAHX489147	021	1090	22500	04950	TRC	G	N		X

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u> <u>KMCX</u>
615.	NAHX489148	021	1090	22500	04950	TRC G N			X	
616	NAHX489149	021	1090	22500	04950	TRC G N			X	
617	NAHX489151	021	1090	22500	04950	TRC G N			X	
618	NAHX489152	021	1090	22500	04950	TRC G N			X	
619.	NAHX489153	021	1090	22500	04950	TRC G N			X	
620.	ACFX 60206	034	1194	28000	02690	TRC GP S V	X			
621.	ACFX 60239	034	1194	28000	02600	TRC GP S V	X			
622.	ACFX 62918	034	1194	29000	02270	TRC GP S V	X			
623.	ACFX 63417	034	1194	28000	02430	TRC GP S V	X			
624.	ACFX 63451	034	1194	28000	02520	TRC GP S V	X			
625.	ACFX 63453	034	1194	28000	02520	TRC GP S V	X			
626.	ACFX 63458	034	1194	28000	02520	TRC GP S V	X			
627	ACFX 63459	034	1194	28000	02520	TRC GP S V	X			
628	ACFX 63460	034	1194	28000	02520	TRC GP S V	X			
629.	ACFX 63566	034	1194	28000	02600	TRC GP S V	X			
630.	ACFX 63567	034	1194	28000	02600	TRC GP S V	X			
631.	ACFX 63569	034	1194	28000	02600	TRC GP S V	X			
632.	ACFX 63571	034	1194	28000	02600	TRC GP S V	X			
633	ACFX 63572	034	1194	28000	02600	TRC GP S V	X			
634	ACFX 63574	034	1194	28000	02600	TRC GP S V	X			
635	ACFX 64161	034	1194	28000	2350	TRC GP S V	X			
636.	ACFX 64227	034	1194	28000	02770	TRC GP S V	X			

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
										<u>KMCX</u>
637	ACFX 64228	034	1194	28000	02770	TRC GP S V	X			
638.	ACFX 64231	034	1194	28000	02770	TRC GP S V	X			
639.	ACFX 64237	034	1194	28000	02770	TRC GP S V	X			
640.	ACFX 64243	034	1194	28000	02430	TRC GP S V	X			
641.	ACFX 64370	034	1194	28000	02600	TRC GP S V	X			
642.	ACFX 64371	034	1194	28000	02600	TRC GP S V	X			
643	ACFX 64372	034	1194	28000	02600	TRC GP S V	X			
644.	ACFX 64374	034	1194	28000	02600	TRC GP S V	X			
645.	ACFX 64377	034	1194	28000	02600	TRC GP S V	X			
646	ACFX 64379	034	1194	28000	02600	TRC GP S V	X			
647.	ACFX 61354	037	0890	30000	02520	TRC GP S V	X			
648.	ACFX 61355	037	0890	30000	02430	TRC GP S V	X			
649	ACFX 61356	037	0890	30000	02430	TRC GP S V	X			
650.	ACFX 61359	037	0890	30000	02430	TRC GP S V	X			
651	ACFX 61360	037	0890	30000	02430	TRC GP S V	X			
652	ACFX 61362	037	0890	30000	02430	TRC GP S V	X			
653	ACFX 61583	037	0890	30000	02270	TRC GP S V	X			
654.	ACFX 61612	037	0890	30000	02430	TRC GP S V	X			
655	ACFX 61613	037	0890	30000	02430	TRC GP S V	X			
656.	ACFX 61616	037	0885	30000	02520	TRC GP S V	X			
657.	ACFX 61620	037	0890	30000	02430	TRC GP S V	X			
658.	ACFX 61621	037	0890	30000	02600	TRC GP S V	X			

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED BY:</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>KMCX</u>
659	ACFX 61622	037	0890	30000	02600	TRC GP S V	X			
660	ACFX 61625	037	0890	30000	02600	TRC GP S V	X			
661	ACFX 61627	037	0890	30000	02520	TRC GP S V	X			
662	ACFX 61628	037	0890	30000	02430	TRC GP S V	X			
663	ACFX 61629	037	0890	30000	02430	TRC GP S V	X			
664.	ACFX 61631	037	0890	30000	02430	TRC GP S V	X			
665	ACFX 61632	037	0890	30000	02520	TRC GP S V	X			
666	ACFX 63706	037	0890	30000	02600	TRC GP S V	X			
667	ACFX 63716	037	0890	30000	02600	TRC GP S V	X			
668	ACFX 63908	037	0890	30000	02350	TRC GP S V	X			
669	ACFX 63909	037	0890	30000	02350	TRC GP S V	X			
670	ACFX 64144	037	0890	30000	02690	TRC GP S V	X			
671.	ACFX 60196	041	0794	28000	02600	TRC GP S V	X			
672	ACFX 60198	041	0794	28000	02600	TRC GP S V	X			
673	ACFX 60199	041	0794	28000	02770	TRC GP S V	X			
674	ACFX 60208	041	0794	28000	02600	TRC GP S V	X			
675	ACFX 61226	041	0794	28000	02270	TRC GP S V	X			
676	ACFX 61476	041	0794	28000	02520	TRC GP S V	X			
677.	ACFX 61477	041	0794	28000	02520	TRC GP S V	X			
678	ACFX 61479	041	0794	28000	02520	TRC GP S V	X			
679.	ACFX 61481	041	0794	28000	02520	TRC GP S V	X			
680.	ACFX 61483	041	0794	28000	02350	TRC GP S V	X			

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED BY:</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>KMCX</u>
681	ACFX 62247	041	0794	28000	02350	TRC GP S V	X			
682	ACFX 62249	041	0794	28000	02350	TRC GP S V	X			
683.	ACFX 62253	041	0794	28000	02350	TRC GP S V	X			
684	ACFX 62256	041	0794	28000	02350	TRC GP S V	X			
685	ACFX 60751	043	0794	28000	02520	TRC GP S V	X			
686	ACFX 60752	043	0794	28000	02430	TRC GP S V	X			
687	ACFX 62925	044	1294	28000	02270	TRC GP S V	X			
688.	ACFX 63449	044	1294	28000	02180	TRC GP S V	X			
689.	ACFX 63826	044	1294	28000	02350	TRC GP S V	X			
690.	ACFX 63827	044	1294	28000	02350	TRC GP S V	X			
691	ACFX 63828	044	1294	28000	02350	TRC GP S V	X			
692	ACFX 63829	044	1294	28000	02350	TRC GP S V	X			
693	ACFX 63830	044	1294	28000	02350	TRC GP S V	X			
694.	ACFX 63831	044	1294	28000	02350	TRC GP S V	X			
695	ACFX 63832	044	1294	28000	02350	TRC GP S V	X			
696	ACFX 63834	044	1294	28000	02350	TRC GP S V	X			
697	ACFX 63835	044	1294	28000	02350	TRC GP S V	X			
698.	ACFX 63836	044	1294	28000	02350	TRC GP S V	X			
699.	ACFX 63838	044	1294	28000	02350	TRC GP S V	X			
700.	ACFX 63840	044	1294	28000	02350	TRC GP S V	X			
701	ACFX 63841	044	1294	28000	02350	TRC GP S V	X			
702	ACFX 63842	044	1294	28000	02350	TRC GP S V	X			

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED BY:</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>KMCX</u>
703	ACFX 63844	044	1294	28000	02350	TRC GP S V	X			
704.	ACFX 63845	044	1294	28000	02350	TRC GP S V	X			
705	ACFX 63846	044	1294	28000	02350	TRC GP S V	X			
706	ACFX 63847	044	1294	28000	02350	TRC GP S V	X			
707	ACFX 64299	047	0994	28000	02520	TRC G V	X			
708.	ACFX 64315	047	0994	28000	02520	TRC G V	X			
709.	ACFX 46261	063	1190	25000	03020	TRC G V	X			
710.	ACFX 46273	063	1190	25000	02600	TRC G V	X			
711.	ACFX 46308	063	1190	25000	02770	TRC G V	X			
712.	ACFX 46318	063	1190	25000	02600	TRC G V	X			
713.	ACFX 46432	063	1190	25000	02350	TRC G V	X			
714.	ACFX 46434	063	1190	25000	02520	TRC G V	X			
715.	ACFX 46445	063	1190	25000	02520	TRC G V	X			
716.	ACFX 46487	063	1190	25000	03190	TRC G V	X			
717.	ACFX 46495	063	1190	25000	02650	TRC G V	X			
718.	ACFX 46501	063	1190	25000	03110	TRC G V	X			
719.	ACFX 46506	063	1190	25000	02430	TRC G V	X			
720.	ACFX 46786	063	1190	25000	02690	TRC G V	X			
721.	ACFX 47732	063	1190	25000	02430	TRC G V	X			
722	ACFX 47756	063	1190	25000	02350	TRC G V	X			
723.	ACFX 47762	063	1190	25000	02350	TRC G V	X			
724.	ACFX 48077	063	1190	25000	02600	TRC G V	X			

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u>
									<u>KMCX</u>	
725.	ACFX 48081	063	1190	25000	02600	TRC G V	X			
726.	ACFX 48082	063	1190	25000	02600	TRC G V	X			
727	ACFX 48085	063	1190	25000	02600	TRC G V	X			
728	ACFX 48086	063	1190	25000	02600	TRC G V	X			
729	ACFX 48088	063	1190	25000	02600	TRC G V	X			
730.	ACFX 48090	063	1190	25000	02600	TRC G V	X			
731	ACFX 48091	063	1190	25000	02600	TRC G V	X			
732	ACFX 48092	063	1190	25000	02600	TRC G V	X			
733.	ACFX 48095	063	1190	25000	02690	TRC G V	X			
734.	ACFX 48114	063	1190	25000	02690	TRC G V	X			
735	ACFX 48115	063	1190	25000	02690	TRC G V	X			
736	ACFX 48116	063	1190	25000	02690	TRC G V	X			
737.	ACFX 48117	063	1190	25000	02690	TRC G V	X			
738.	ACFX 48601	063	1190	25000	02690	TRC G V	X			
739.	ACFX 48931	063	1190	25000	02770	TRC G V	X			
740	ACFX 48950	063	1190	25000	02770	TRC G V	X			
741	ACFX 48963	063	1190	25000	02770	TRC G V	X			
742	ACFX 48972	063	1190	25000	02770	TRC G V	X			
743.	ACFX 48980	063	1190	25000	02770	TRC G V	X			
744.	ACFX 48981	063	1190	25000	02770	TRC G V	X			
745.	ACFX 48982	063	1190	25000	02770	TRC G V	X			
746.	ACFX 48996	063	1190	25000	02770	TRC G V	X			

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED BY:</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>KMCX</u>
747.	ACFX 49017	063	1190	25000	02770	TRC G V	X			
748.	ACFX 49035	063	1190	25000	02770	TRC G V	X			
749.	ACFX 49046	063	1190	25000	02770	TRC G V	X			
750.	ACFX 49128	063	1190	25000	03530	TRC G V	X			
751.	ACFX 49209	063	1190	25000	03780	TRC G V	X			
752.	ACFX 49210	063	1190	25000	03780	TRC G V	X			
753.	ACFX 49262	063	1190	25000	03610	TRC G V	X			
754.	ACFX 49956	063	1190	25000	04700	TRC G V	X			
755.	ACFX 49957	063	1190	25000	04700	TRC G V	X			
756.	ACFX 49958	063	1190	25000	04700	TRC G V	X			
757.	ACFX 49960	063	1190	25000	04700	TRC G V	X			
758.	ACFX 62508	064	0193	26000	02270	TRC G V	X			
759.	ACFX 62522	064	0193	26000	02270	TRC G V	X			
760.	ACFX 62552	064	0193	26000	02270	TRC G V	X			
761.	ACFX 62601	064	0193	26000	02180	TRC G V	X			
762.	ACFX 62656	064	0193	26000	02180	TRC G V	X			
763.	ACFX 62657	064	0193	26000	02180	TRC G V	X			
764.	ACFX 62687	064	0193	26000	02180	TRC G V	X			
765.	ACFX 62704	064	0193	26000	02180	TRC G V	X			
766.	ACFX 62733	064	0193	26000	02180	TRC G V	X			
767.	ACFX 62746	064	0193	26000	02180	TRC G V	X			
768.	ACFX 62757	064	0193	26000	02180	TRC G V	X			

	<u>CAR NUMBER</u>	<u>RIDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM:</u>			<u>OWNED</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>BY:</u> <u>KMCX</u>
769.	ACFX 62762	064	0193	26000	02180	TRC G V	X			
770.	ACFX 62790	064	0193	26000	02180	TRC G V	X			
771.	ACFX 62796	064	0193	26000	02180	TRC G V	X			
772	ACFX 62912	064	0193	26000	02270	TRC G V	X			
773	ACFX 62917	064	0193	26000	02270	TRC G V	X			
774	ACFX 74077	064	0193	26000	02430	TRC G V	X			
775	ACFX 74083	064	0193	26000	02430	TRC G V	X			
776.	ACFX 74087	064	0193	26000	02430	TRC G V	X			
777.	ACFX 74089	064	0193	26000	02430	TRC G V	X			
778	ACFX 74094	064	0193	26000	02430	TRC G V	X			
779	ACFX 74097	064	0193	26000	02430	TRC G V	X			
780.	ACFX 74111	064	0193	26000	02430	TRC G V	X			
781.	ACFX 74113	064	0193	26000	02430	TRC G V	X			
782.	ACFX 74122	064	0193	26000	02430	TRC G V	X			
783.	ACFX 63717	066	0793	29000	02600	TRC GP S V	X			
784.	ACFX 63979	066	0793	29000	02430	TRC GP S V	X			
785.	ACFX 63982	066	0793	29000	02520	TRC GP S V	X			
786.	ACFX 63983	066	0793	29000	02430	TRC GP S V	X			
787.	ACFX 64003	066	0793	29000	02430	TRC GP S V	X			
788.	ACFX 64004	066	0793	29000	02430	TRC GP S V	X			
789	ACFX 64010	066	0793	29000	02430	TRC GP S V	X			
790.	ACFX 64015	066	0793	29000	02430	TRC GP S V	X			

	<u>CAR NUMBER</u>	<u>ORDER</u>	<u>EXPIR DATE</u>	<u>RENTAL</u>	<u>MILEAGE</u>	<u>HOME PLANT</u>	<u>LEASED FROM</u>			<u>OWNED BY:</u>
							<u>ACFX</u>	<u>RUSX</u>	<u>NAHX</u>	<u>KMCX</u>
791	ACFX 64017	066	0793	29000	2430	TRC GP S V	X			
792	ACFX 64018	066	0793	29000	02520	TRC GP S V	X			

SCHEDULE II  
INTELLECTUAL PROPERTY - PATENTS/TRADEMARKS

<u>U.S. PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>TITLE</u>
3,781,412	December 24, 1973	Method of Reducing Potassium Ion Concentration in Perchlorate Solutions
3,804,941	April 16, 1974	Process for the Extraction of Tungsten from an Aqueous Alkaline Solution
3,806,580	April 23, 1974	Process for the Recovery of Thiotungstate Species from Organic Compositions
3,876,387	April 8, 1975	Method of Producing Burkeite
3,900,292	August 19, 1975	Automatic Control of Crystal Size Distribution
3,981,929	September 21, 1976	Method of Separating Methylphenols from Solution
4,261,961	April 14, 1981	Process for the Extraction of Potassium from Aqueous Alkaline Solution
4,291,002	September 22, 1981	Process for Producing Sodium Carbonate from Complex Brines
4,478,599	October 23, 1984	Method of Continuously Controlling Crystal Fines Formation
4,626,426	December 2, 1986	Process for the Manufacture of Caustic Soda
4,746,438	May 4, 1988	Method for Purifying Contaminated Waters
4,761,248	August 2, 1988	Process for Preparing Particulate Detergent Products

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Bufferight	1,543,153	June 13, 1989
Pyrobor	312,963	May 15, 1934
Three Elephant	745,263	February 19, 1963
Three Elephant and Picture of Three Elephants	747,438	April 2, 1963
Three Elephant and Picture of Three Elephants	747,499	April 2, 1963
Three Elephant	1,279,427	May 29, 1984
V-Bor	610,891	August 23, 1955
North American Chemical Corporation		

Schedule III  
LICENSES AND PERMITS

I. Permits and Licenses Owned by NACC

A. Variiances Issued by the Air Pollution Control District ("APCD")

1. Variance No. 87-022
2. Variance No. 89-007 -
3. Argus No. 2 Mono Crystalizer Scrubber: Interim Variance for excess opacity was granted by APCD on 9/21/90. It expires 12/20/90 at which time there will be a hearing for a Regular Variance.
4. Trona Supo Dryer: Interim Variance for excess emissions was granted by APCD on 9/21/90. It expires 12/20/90 at which time there will be a hearing for a Regular Variance.
5. Trona Potash No. 1 Dryer Scrubber: Interim Variance for excess emissions was granted by APCD on 9/21/90. It expires 12/20/90 at which time there will be a hearing for a Regular Variance.
6. Boric Acid Dryer: An Emergency Variance was granted by the APCD effective October 16, 1990. The APCD has scheduled a hearing for November 16, 1990 to consider granting a Short Term Variance.
7. Seven Cooling Towers: An Emergency Variance was granted by the APCD effective October 16, 1990. The APCD has scheduled a hearing for November 16, 1990 to consider granting a Short Term Variance.
8. Boiler No. 25: KMCC is applying for emergency and interim variiances with respect to excess particulate emissions.

B. Federal Mineral Leases and Federal Rights of Way

1. Assignment and acceptance of the following federal mineral leases:

- (a) Lease No. CARI 31
- (b) Lease No. CARI 34
- (c) Lease No. CARI 35
- (d) Lease No. CALA 087487
- (e) Lease No. CALA 087491
- (f) Lease No. CALA 087491A
- (g) Lease No. CALA 087531
- (h) Lease No. CALA 087531A
- (i) Lease No. CALA 087531B
- (j) Lease No. CALA 087978
- (k) Lease No. CALA 087979
- (l) Lease No. CALA 088171
- (m) Lease No. CALA 088171A
- (n) Lease No. CALA 16510
- (o) Lease No. CALA 16511
- (p) Lease No. CALA 16512
- (q) Lease No. CALA 0161572
- (r) Lease No. CALA 0161573
- (s) Lease No. CALA 0161574
- (t) Lease No. CALA 0161574A
- (u) Lease No. CALA 0161575
- (v) Lease No. CALA 0161576
- (w) Lease No. CALA 087312

- (x) Lease No. CALA 087313
- (y) Lease No. CALA 087313A
- (z) Lease No. CALA 087314
- (aa) Lease No. CALA 087314A
- (bb) Lease No. CALA 087315
- (cc) Lease No. CALA 089360
- (dd) Camp Site Use Permit No. CA 0134958

2. Assignment and acceptance of the following federal rights of way:

- (a) Right of Way No. LA 089373
- (b) Right of Way No. LA 087395
- (c) Right of Way No. LA 087337
- (d) Right of Way No. LA 089376
- (e) Right of Way No. LA 087333
- (f) Right of Way No. CA 26235
- (g) Right of Way No. LA 089374
- (h) Right of Way No. LA 089387
- (i) Right of Way No. LA 087371
- (j) Right of Way No. LA 0117921
- (k) Right of Way No. R 963
- (l) Right of Way No. LA 0139159
- (m) Right of Way No. LA 087391
- (n) Right of Way No. LA 087391
- (o) Right of Way No. LA 0141830
- (p) Right of Way No. LA 087346
- (q) Right of Way No. CA 2754

- (r) Right of Way No. CA 22656
- (s) Right of Way No. LA 088583
- (t) Right of Way No. LA 087349
- (u) Right of Way No. LA 089369
- (v) Right of Way No. LA 087623
- (w) Right of Way No. R 07070
- (x) Right of Way No. LA 087861
- (y) Right of Way No. R 03362
- (z) Right of Way No. LA 089372
- (aa) Right of Way No. LA 091627

C. Other

1. Crane Certifications:

- A. #2792
- B. #3086
- C. #3094
- D. #3238
- E. #3273
- F. #3276
- G. #3400
- H. #4236
- I. #4237
- J. #4579
- K. #4726
- L. ACE-2
- M. Territory #46, E-92
- N. Territory #59, E-609
- O. E-681
- P. E-1049
- Q. S-4032-Turbine Room
- R. Salvage Yard
- S. A-434
- T. A-612
- U. A-747
- V. A-674
- W. A-679

2. Fire Protection System (No permits per se exist. Only reports of inspections by local company certified by State to conduct inspections.)
3. Certificate of Registration for Asbestos Related Work (No. 90). Note where worker is going.
4. Certificate of Registration of Weighmasters (No. 03725).
5. Permit to Operate Valley Wells Swimming Pool (No. 77)
6. Permit to Operate Non-Community Water System at Valley Wells (No. 195)
7. Searles Domestic Water Company
  - A. Road Permit No. E-58771/E-59771
  - B. Water Supply Permit No. 69-40
  - C. Water Quality Certificate for Well No. 35 and Well Permit Final Release
  - D. Letter granting amendment to State Water Supply Permit No. 69-40 to allow drilling of Well No. 35
8. Utilities  
Fired Boiler Permit  
CDIRDOSH, Pressure Vessel Unit
  - A. Boiler No. 22610-78 (NB #22154)
  - B. Boiler No. 22609-78 (NB #22153)
  - C. Boiler No. 22481-67 (NB #22409)Utilities  
Pressure Vessel Permits  
CDIRDOSH, Pressure Vessel Unit
  - A. Tank No. 22607-78 (NB #1789)
  - B. Tank No. 30181-87 (NB # not listed)
  - C. Tank No. 39628-90
  - D. Tank No. 14951-37
9. Argus Facility  
Pressure Vessel Permits  
CDIRDOSH, Pressure Vessel Unit
  - A. Tank No. 22608-78

- B. Tank No. 30176-86
- C. Tank No. 30177-86
- D. Tank No. 30178-86
- E. Tank No. 30179-86
- F. Tank No. 30180-86
- G. Tank No. 30185-86
- H. Tank No. 30111-87
- I. Tank No. 30112-87
- J. Tank No. 30113-87
- K. Tank No. 39438-87
- L. Tank No. 39029-89
- M. Tank No. 39030-89
- N. Tank No. 39031-89

10. Westend Facility  
Pressure Vessel Permits  
CDIRDOSH, Pressure Vessel Unit

- A. Tank No. 13391-83 (NB #22007)
- B. Tank No. 13386-83 (NB #31236)
- C. Tank No. 12277-56 (NB #1885)
- D. Tank No. 12270-67 (NB #32423)
- E. Tank No. 23769-69 (NB #420802)
- F. Tank No. 39604-89 (NB #908249)
- G. Tank No. 39605-89 (NB #63651)
- H. Tank No. 39606-89 (NB #63744)
- I. Tank No. 12289-69 (NB #69549)
- J. Tank No. 12292-69 (NB #14402)
- K. Tank No. 13352-84 (NB # not listed)
- L. Tank No. 13388-83 (NB #665426)
- M. Tank No. 39445-87 (NB #63938)
- N. Tank No. 39444-87 (NB #28173E)
- O. Tank No. 30175-86 (NB # not listed)
- P. Tank No. 29411-86 (NB # not listed)
- Q. Tank No. 29410-86 (NB # not listed)
- R. Tank No. 26909-61
- S. Tank No. 11371-64
- T. Tank No. 13387-83
- U. Tank No. 7401-57
- V. Tank No. 11985-65
- W. Tank No. 12264-69

11. Westend Facility  
Boiler Permits  
CDIRDOSH, Pressure Vessel Unit

- A. Boiler No. 7401-57 (NB #2247)
- B. Boiler No. 11985-65 (NB #21768)

C. Boiler No. 12264-69 (NB #300)

12. Westend Facility  
Crane and Hoist Certifications

- A. Bridge Crane Serial #L8-52518 (No. 8-11115)
- B. Bridge Crane Serial #W308747C (No. 8-11118)
- C. Rough Terrain Crane #68807 (S-2122)
- D. Aerial Manlift #1807805 (No. RAB 85-3410)
- E. Cranveyor-Bird Room East Hoist (No. not listed)
- F. Weyco Crane-Borax Refinery (No. not listed)
- G. Bridge Crane Serial #L1-57788 (No. 8-1114)

13. Lake Facility

A. Drilling Permits and Applications

- a. Permits relating to Lease No. LA 087314 (Wells Nos. FW4, FW5 and FW6).
- b. Permits relating to Lease No. LA 0161572 (Wells Nos. MI-1 and MI-2).

B. Quarry Reclamation Plan MPO-060-90-04 (Wells Nos. 752 to 761).

14. Trona Facility  
Pressure Vessel Permits

- A. Tank No. 13395-83 (NB #A13877)
- B. Tank No. 22491-66 (NB # not listed)
- C. Tank No. 22531-70 (NB # not listed)
- D. Tank No. 39514-88 (NB #69543)
- E. Tank No. 30186-86 (NB # not listed)
- F. Tank No. 30184-86 (NB # not listed)
- G. Tank No. 13360-85 (NB # not listed)
- H. Tank No. 29000-86 (NB #172320)
- I. Tank No. 29001-86 (NB #311837)
- J. Tank No. 7855-52 (NB # not listed)
- K. Tank No. 7643-59 (NB # not listed)
- L. Tank No. 13405-84 (NB #11289)
- M. Tank No. 39028-89 (NB #446408)
- N. Tank No. 13352-85 (NB # not listed)

- O. Tank No. 7796-56 (NB # not listed)
- P. Tank No. 7797-56 (NB # not listed)
- Q. Tank No. 21552-64 (NB # not listed)
- R. Tank No. 22530-70 (NB # not listed)

15. Trona Railway

- A. Hazardous Material (No. 8701071034)
- B. Hazardous Waste Generator (No. 8510240137)
- C. Service Station Permit No. T002230 (gasoline and diesel fuel) (No. T002230)
- D. Certificate of Registration Scale House (No. 03667)
- E. Weighmaster License (No. not listed)
- F. License for Radio Station Call Sign: KRJ881 (File No. 8906288695)
  - a. FCC Consent to the Transfer of Control of TRC
- G. Overhead Crane Serial #1677 Certification (No. 8-11261)
- H. License for Use of Navy Roadway on Federal Property (#N6247490RP00P72)
- I. Vehicle Registrations (10 leased vehicles) Nos:
  - a. 3X96044
  - b. 2W79713
  - c. 3H67586
  - d. 3R07950
  - e. 3P72749
  - f. 3T99230
  - g. 3V02879
  - h. 3W88513
  - i. 3Y41687
  - j. 3X96043
- J. Vehicle Registrations (6 owned vehicles) Nos:
  - a. 1Z94431
  - b. 1AZ1443

- c. UA2770
- d. SE122873
- e. R39703
- f. 1D92132

16. Registration of Radiation Sources No. 033591
17. Outdoor Advertising Permits
  - A. Permit No. 33098
  - B. Permit No. 33119
18. Easement from United States Department of Navy made on December 6, 1989, recorded on April 24, 1990 in Book 6373, page 2299, Official Records of Kern County, and filed in the records of the United States Department of the Navy as document-number N6247490RP00E02.
19. Easement for a Cathodic Protection System made on February 5, 1985, recorded on March 26, 1985, as document number 85-069781, Official Records of San Bernardino County, and filed in the records of the United States Department of the Navy as document number N6247485RP00P56.
20. Encroachment Permit granted pursuant to letter dated October 3, 1990 from City of Ridgecrest.
21. Assignment of Nonexclusive Franchise from Stanffer Chemical Co. to Kerr-McGee Chemical Corp., Franchise Resolution No. 73-265.

II. Permits and Licenses  
Sought But Not Yet Obtained by NACC<sup>1/</sup>

A. Federal Rights of Way

1. Assignment and acceptance of the following federal mineral leases:
  - (a) Right of Way No. LA 087338
  - (b) Right of Way No. CA 4746
  - (c) Right of Way No. S 5665
  - (d) Right of Way No. S 5774
  - (e) Right of Way No. S 5757

B. Federal Pesticide, Fertilizer and Animal Feed Licenses Related To Soda Products

2. THREE ELEPHANT boric acid (EPA# 2342-985)
3. THREE ELEPHANT borax decahydrate (EPA# 2342-909)
4. THREE ELEPHANT borax pentahydrate (EPA# 2342-905)
5. TRONACARB 96% sodium bicarbonate (USDA)

C. Annual State Registrations

6. Alabama THREE ELEPHANT boric acid
7. Alabama BUFFERIGHT 96% sodium bicarbonate
8. Alaska BUFFERIGHT 96% sodium bicarbonate

- 
1. In some cases, the transfer of these Items will not be effective until after closing. This is due to the fact that proof that the sale has been consummated must be submitted to the agency issuing the particular license/permit. In other cases, the license or permit is not being transferred but rather a new one is being applied for. In either case, the agency will not begin processing a request to either transfer the license/permit or issue a new one until after the closing.

9. Arizona BUFFERIGHT 96% sodium bicarbonate
10. Arizona THREE ELEPHANT boric acid, borax
11. Arizona TRONA muriate of potash, TRONA sulfate of potash
12. California THREE ELEPHANT borax, boric acid, V-Bor
13. California Fertilizers [All Products]
14. California Fertilizers [All Products]
15. California Fertilizers [All Products]
16. California Fertilizers [All Products]
17. California Fertilizers [All Products]
18. California BUFFERIGHT 96% sodium bicarbonate
19. California THREE ELEPHANT borax, boric acid
20. Colorado TRONA muriate of potash
21. Colorado BUFFERIGHT 96% sodium bicarbonate
22. Connecticut BUFFERIGHT 96% sodium bicarbonate
23. Delaware BUFFERIGHT 96% sodium bicarbonate
24. Georgia BUFFERIGHT 96% sodium bicarbonate
25. Georgia THREE ELEPHANT boric acid
26. Hawaii THREE ELEPHANT boric acid
27. Idaho TRONA muriate of potash, sulfate of potash
28. Idaho BUFFERIGHT 96% sodium bicarbonate
29. Illinois BUFFERIGHT 96% sodium bicarbonate
30. Illinois THREE ELEPHANT boric acid
31. Indiana BUFFERIGHT 96% sodium bicarbonate

32. Indiana THREE ELEPHANT boric acid
33. Iowa BUFFERIGHT 96% sodium bicarbonate
34. Kansas THREE ELEPHANT boric acid
35. Kansas BUFFERIGHT 96% sodium bicarbonate
36. Kentucky BUFFERIGHT 96% sodium bicarbonate
37. Kentucky THREE ELEPHANT boric acid
38. Louisiana BUFFERIGHT 96% sodium bicarbonate
39. Louisiana THREE ELEPHANT boric acid
40. Maine BUFFERIGHT 96% sodium bicarbonate
41. Maryland BUFFERIGHT 96% sodium bicarbonate
42. Maryland THREE ELEPHANT boric acid
43. Massachusetts BUFFERIGHT 96% sodium bicarbonate
44. Massachusetts THREE ELEPHANT boric acid
45. Michigan THREE ELEPHANT boric acid
46. Michigan BUFFERIGHT 96% sodium bicarbonate
47. Minnesota THREE ELEPHANT boric acid
48. Minnesota BUFFERIGHT 96% sodium bicarbonate
49. Mississippi BUFFERIGHT 96% sodium bicarbonate
50. Mississippi THREE ELEPHANT boric acid
51. Missouri BUFFERIGHT 96% sodium bicarbonate
52. Missouri THREE ELEPHANT boric acid
53. Montana BUFFERIGHT 96% sodium bicarbonate
54. Montana BUFFERIGHT 96% sodium bicarbonate
55. Nebraska THREE ELEPHANT boric acid

56. Nebraska BUFFERIGHT 96% sodium bicarbonate
57. Nevada TRONA sulphate of potash
58. Nevada THREE ELEPHANT boric acid
59. New Hampshire BUFFERIGHT 96% sodium bicarbonate
60. New Jersey BUFFERIGHT 96% sodium bicarbonate
61. New Jersey THREE ELEPHANT boric acid
62. New Mexico THREE ELEPHANT boric acid
63. New Mexico BUFFERIGHT 96% sodium bicarbonate
64. New York THREE ELEPHANT boric acid
65. New York BUFFERIGHT 96% sodium bicarbonate
66. North Carolina BUFFERIGHT 96% sodium
67. North Carolina THREE ELEPHANT boric acid
68. North Dakota THREE ELEPHANT boric acid
69. North Dakota BUFFERIGHT 96% sodium bicarbonate
70. Ohio BUFFERIGHT 96% sodium bicarbonate
71. Ohio THREE ELEPHANT boric acid
72. Oklahoma THREE ELEPHANT boric acid
73. Oklahoma BUFFERIGHT 96% sodium bicarbonate
74. Oregon TRONA sulfate of potash and muriate of potash
75. Pennsylvania THREE ELEPHANT boric acid
76. Pennsylvania BUFFERIGHT 96% sodium bicarbonate
77. Rhode Island BUFFERIGHT 96% sodium bicarbonate

78. South Carolina BUFFERIGHT 96% sodium bicarbonate
79. South Dakota BUFFERIGHT 96% sodium bicarbonate
80. South Dakota THREE ELEPHANT sodium bicarbonate
81. Tennessee THREE ELEPHANT boric acid
82. Tennessee BUFFERIGHT 96% sodium bicarbonate
83. Texas THREE ELEPHANT boric acid
84. Texas BUFFERIGHT 96% sodium bicarbonate
85. Utah BUFFERIGHT 96% sodium bicarbonate
86. Vermont BUFFERIGHT 96% sodium bicarbonate
87. Virginia BUFFERIGHT 96% sodium bicarbonate
88. Washington BUFFERIGHT 96% sodium bicarbonate
89. Washington THREE ELEPHANT borax acid
90. Washington TRONA muriate of potash sulfate of potash
91. W. Virginia BUFFERIGHT 96% sodium bicarbonate
92. Wisconsin BUFFERIGHT 96% sodium bicarbonate
93. Wyoming BUFFERIGHT 96% sodium bicarbonate

D. Other

94. Class C Annual Vehicle Permit (No. 8510080155)
95. Hazardous Material Transportation (No. 29438)
96. Vehicle Registrations (see Schedule 1.2(h) for list of individual vehicles.)
97. Permits for Emergency Mobile Equipment

- A. Westend Fire Truck (1982) (A-743)
  - Special Vehicle ID Permit (No. 3538)
  - Certificate of Compliance - Brake
  - Adjustments Registration
- B. Trona Fire Engine (A-671)(1986)
  - Special Vehicle ID Permit
  - Certificate of Compliance-Brake
  - Adjustments Registration
- C. Trona Patrol Fire Truck (1980) (A-593)
  - Special Vehicle ID Permit (No. 3536)
  - Certificate of Compliance - Brake
  - Adjustments Registration
- D. Trona Fire Engine (1955) (A-536)
  - Special Vehicle ID Permit
  - Certificate of Compliance-Brake
  - Adjustment Registration
- E. Argus Fire Truck (A-534)
  - Special Vehicle ID Permit
  - Certificate of Compliance-Brake
  - Adjustments Registration
- F. Trona Ford Ambulance (A-680)
  - Special Vehicle ID Permit
  - Certificate of Compliance-Brake
  - Adjustments Registration
- G. Westend Chevy Ambulance (A-483)
  - ID Permit
  - Certificate of Compliance-Brake
  - Adjustments Registration
- 98. Carcinogen Registration for Inorganic Arsenic.
- 99. Ambulance Service Permits
  - A. License for operation of Emergency Ambulance (No. 17436)
  - B. Ambulance Service Permit
- 100. Manlift/Elevator List & Permits to operate Elevators
  - Elevator #31255; License #E70263-LA
  - Elevator #64044; License #E75086-LA

Elevator #64045; License #E75087-LA  
Elevator #46113; License #E75083-LA  
Elevator #61956; License #E75085-LA  
Elevator #48306; License #E75084-LA  
Elevator #31509; License #E75082-LA  
Elevator #31508; License #E75081-LA  
Elevator #35129; License #E70265-LA  
Elevator #85100; License #E65201-LA

101. Weighmaster License (No. 1924).

102. Radio Station Licenses

- A. Call Sign: KMD968 (File No. 9005323544)
- B. Call Sign: KMH420 (File No. 9006323932)
- C. Call Sign: KJX557 (File No. 036345)
- D. Call Sign: WNST495 (File No. 9006323931)
- E. Call Sign: KV7078

103. Active Building Permits

SBCEPWA/Land Management Department, Office of Building and Safety

- A. Grading for ACE Ash Disposal (No. 4099000025235J01)
- B. 9th Floor Boiler Platforms
- C. S03/Urea Bldg. (No. 4099000025701J01)
- D. Pyro Storage Bldg.
- E. Westend Hydrosep (No. 4099000012101J01)
- F. Sulfuric Acid Tanks (No. 4098900243201J01)
- G. Security Building (No. 4098900220201J01)
- H. Security Building LUCR (No. 4098900220201J01)

104. Annual Permits for Repair & Maintenance

SBCEPWA/Land Management Department, Office of Building and Safety

- A. Plumbing Permit No. 3013-1
- B. Mechanical Permit No. 022-1
- C. Electrical Permit No. 2017-1

- 105. Westend Facility
  - Construction and Demolition Permits
  - SBCEPWA/Land Management Department, Office of Building and Safety
  - A. No. 2 Ammonia Compressor (No. 4098900077201J01)
  - B. Bicarb Plant Bag House (No. 4098800009201W02)
  - C. Demolition Engneeinrg. Bldg. (No. 4098800081245J01)
  - D. Pre-Cool System (No. 4098900253201J01)
  - E. Steam Condensing System (No. 4098900170201J01)
  - F. Corning Pyro Storage (No. 4099000015101J01)
  
- 106. Lake Facility
  - A. Drilling Permits and Applications
    - c. Application for Permits to Construct Well No. 36 located on APN No. 352-095-27
    - d. Preliminary Approval of Well No. 36 located on APN No. 352-095-27
    - e. Water Quality Supply Certificate for Well No. 36 located on APN No. 352-095-27
  - C. Conditional Use Permit
    - a. Well Permit No. S-89-04
    - b. Well Permit No. S-89-03
  
- 107. Mobile Trailer Registration  
(Note that the numbers referenced in parentheses are the "Decal Nos.")
  - A. 76 Sandpoint Serial #S2309 (#MU5708)
  - B. 77 Sandpoint Serial #1146 (#SB7013)
  - C. 77 Sandpoint Serial #1083 (#SB6979)
  - D. 81 Scotsman Serial #N813S01163 (#CCA3113)
  - E. 88 PAC Serial #8843510139 (#CCD7888)
  - F. 81 Modular Building Serial #10050 (#190828)
  - G. GS 2464 Serial #10051 (#190829)

108. Miscellaneous Additional Licenses and Permits

A. South Trona Lake - Brackish Water.

a. Right-of-Way Grant and Amendment

b. Associated Permits to Drill:

- (i) Well No. 31
- (ii) Well No. 39
- (iii) Well No. 39A
- (iv) Well No. 40
- (v) Well No. U-21 (Permit No. 09157504)
- (vi) Well No. U-23 (Permit No. 11267602)
- (vii) Well No. U-24
- (viii) Well No. U-25
- (ix) Well No. U-26 (Permit No. illegible)
- (x) Well No. U-27
- (xi) Well No. U-28 (Permit No. 02117702)
- (xii) Well No. U-31
- (xiii) Well No. U-31-A
- (xiv) Well No. U-32
- (xv) Well No. Westend No. 1
- (xvi) Well No. Westend No. 2A
- (xvii) Well No. Westend No. 6
- (xviii) Well No. Westend No. 11A
- (xix) Well No. Westend No. 18A

B. Water Lines:

a. County of Kern Franchise 73-265

b. State of California - Encroachment Permits:

- (i) No. 93506-E
- (ii) No. 93930-E
- (iii) No. 96039-E
- (iv) No. 963-U-83
- (v) No. 962-U-7
- (vi) No. 963-U-84
- (vii) No. 967-U-[rest of No. illegible]

- c. County of Kern - Encroachment  
Permit No. 805
- d. City of Ridgecrest - Encroachment  
Permit No. 154

109. ACE Permits with KMC Co-Named<sup>2/</sup>

See Table VII of Schedule 5.1(q)(iv) to the Asset Purchase Agreement for list of Schedules.

110. County of Kern Encroachment Permit replacing Permit No. 352-662.

- 
2. As of 10/18/90, the parties are awaiting California Energy Commission approval of a change in operator status and responsibility for the ACE Facility from Kerr-McGee to an ACE designee. If such approval is going to be granted prior to closing, these permits relating to the ACE Facility should be transferred from Kerr-McGee to the ACE designee. If such approval cannot be obtained until after closing, these permits will most likely be transferred to SVA. The responsible party for effecting these transfers will be determined upon further discussion with the California Energy Commission and among the parties.

SCHEDULE IV  
Unassignable Contracts

Rail Transportation Contracts

1. Contract ICC-TRC-C-1000 between Trona Railway Company and Kerr-McGee Chemical Corporation dated March 14, 1986.
2. Contract ICC-TRC-C-1002 Accessorial Service Agreement between Trona Railway Company and Kerr-McGee Chemical Corporation dated July 1, 1989.
3. Contract ICC-IC-C-3079 among the Illinois Central Railroad Company, Grand Trunk Western Railroad Company and Kerr-McGee Chemical Corporation dated July 22, 1988.
4. Contract ICC-BO-C-01248 Railroad Transportation Contract among Kerr-McGee Chemical Corporation, CSX Transportation, Inc. formerly The Baltimore and Ohio Railroad Company, Southern Pacific Transportation Company, St. Louis Southwestern Railway and Trona Railway Company effective date December 12, 1985; as amended by Amendment 1 effective date July 3, 1987; Amendment 2 effective date June 3, 1988; Amendment 3 effective date October 5, 1988 and Amendment 4 effective date March 19, 1990.
5. Contract ICC-BO-C-01249 Transfer and Terminal Contract between Kerr-McGee Chemical Corporation and CSX Transportation, Inc. (formerly The Baltimore and Ohio Railroad Company) effective date December 12, 1985 as amended by Amendment 1 effective date April 27, 1989.
6. Contract ICC-CSXT-C-01645 Railroad Transportation Contract between Kerr-McGee Chemical Corporation and CSX Transportation, Inc. effective date April 9, 1987.
7. Contract ICC-CSXT-C-02103 Terminal Transfer Agreement between Kerr-McGee Chemical Corporation and CSX Transportation, Inc. effective date June 2, 1987.
8. Contract ICC-CSXT-C-03417 between Kerr-McGee Corporation and CSX Transportation, Inc. effective date June 29, 1988.
9. Contract CSDR-C-4907 among Kerr-McGee Chemical Corporation, CSX Transportation, Inc. (formerly The Baltimore and Ohio Railroad Company) and The Chesapeake and Ohio Railway Company dated

April 17, 1986 as amended by Amendment 1 dated January 19, 1990.

10. Contract ICC-CSXT-C-56018 Railroad Transportation Contract between Kerr-McGee Corporation and CSX Transportation, Inc. effective date March 5, 1990.
11. Contract ICC-CR-C-1532 Transportation Contract between Consolidated Rail Corporation and Kerr-McGee Chemical Corporation dated February 27, 1985 as amended by Amendment 1 effective date May 23, 1985; Amendment 2 dated June 27, 1985; Amendment 3 dated February 25, 1986; Amendment 4 dated October 29, 1986; Amendment 5 dated February 27, 1987; Amendment 6 dated November 19, 1987; Amendment 7 dated February 25, 1988; Amendment 8 dated July 29, 1988; Amendment 9 dated April 27, 1989; Amendment 10 dated November 7, 1989; and Amendment 11 dated May 31, 1990.
12. Contract ICC-CR-C-6985 Transportation Contract between Consolidated Rail Corporation and Kerr-McGee Chemical Corporation effective date February 24, 1989; as amended by Amendment 1 dated May 10, 1989; Amendment 2 dated July 24, 1989; and Amendment 3 dated March 15, 1990.
13. Contract ICC-CR-C-8758 Transportation Contract between Consolidated Rail Corporation and Kerr-McGee Chemical Corp. effective date December 5, 1989.
14. Contract CR-635840 CONRAIL Exempt Quotation.
15. Contract ICC-CNW-C-3140 Rail Transportation Agreement between Chicago and North Western Transportation Company and Kerr-McGee Corporation dated March 13, 1987 as amended by Amendment 1 effective date April 10, 1987.
16. Contract ICC-DRGW-C-0899 among Southern Pacific Transportation Company (formerly The Denver and Rio Grande Western Railroad Company), Trona Railway Company, Kerr-McGee Chemical Corporation and Ace Cogeneration Company effective date June 3, 1988.
17. Contract ICC-DRGW-C-1112 Rail Transportation Agreement among Southern Pacific Transportation Company (formerly The Denver and Rio Grande Western Railroad Company), Kerr-McGee Chemical Corporation and Ace Cogeneration Company dated July 13, 1988.

18. Contract ICC-SP-C-2640 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated May 20, 1985; as supplemented by Supplemental Agreement 1 dated September 16, 1985; Supplemental Agreement 2 dated October 24, 1985; Supplemental Agreement 3 dated May 20, 1986; and Supplemental Agreement 4 dated March 14, 1988.
19. Contract ICC-SP-C-2698 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated June 6, 1985; as supplemented by Supplemental Agreement 1 dated August 15, 1985; Supplemental Agreement 2 dated January 27, 1986; Supplemental Agreement 3 dated April 8, 1986; Supplemental Agreement 4 dated June 11, 1986; and Supplemental Agreement 5 dated February 24, 1989.
20. Contract ICC-SP-C-3142 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Trona Railway Company and CSX Transportation, Inc., formerly The Baltimore and Ohio Railroad Company and Kerr-McGee Chemical Corporation dated October 24, 1985; as supplemented by Supplemental Agreement 1 dated February 3, 1986; Supplemental Agreement 2 dated November 3, 1986; Supplemental Agreement 3 dated May 5, 1987; and Supplemental Agreement 4 dated June 8, 1989; Supplemental Agreement 5 dated October 23, 1989; and Supplemental Agreement 6 dated June 28, 1990.
21. Contract ICC-SP-C-3374 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated January 31, 1986 as supplemented by Supplemental Agreement 1 dated February 23, 1989.
22. Contract ICC-SP-C-3690 among Southern Pacific Transportation Company, Trona Railway Company, Union Pacific Railroad Company, (formerly Missouri Pacific Railway Company) and Kerr-McGee Chemical Corporation dated May 16, 1986; as supplemented by Supplemental Agreement 1 dated March 17, 1987; and Supplemental Agreement 2 dated August 8, 1989.
23. Contract ICC-SP-C-4253 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated October 7, 1986 as supplemented by Supplemental Agreement 1 dated February 23, 1989.

24. Contract ICC-SP-C-5504 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated September 22, 1987.
25. Contract ICC-SP-C-6280 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated March 6, 1990.
26. Contract ICC-SP-C-6329 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company and Kerr McGee Chemical Corporation dated April 19, 1988.
27. Contract ICC-SP-C-7070 among Southern Pacific Transportation Company, Norfolk Southern Railroad Company (formerly Southern Railway Company and Consolidated Subsidiaries), Trona Railway Company and Kerr-McGee Chemical Corporation dated January 31, 1989 as supplemented by Supplement No. 1 dated June 19, 1990.
28. Contract ICC-SP-C-7333 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 16, 1989.
29. Contract ICC-SP-C-7335 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 16, 1989.
30. Contract ICC-SP-C-7369 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 22, 1989.
31. Contract ICC-SP-C-7370 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 22, 1989.
32. Contract ICC-SP-C-7371 among Southern Pacific Transportation Company, Trona Railway Company, Kerr-McGee Chemical Corporation dated February 22, 1989 as amended by Amendment No. 1 dated September 27, 1989 and by Amendment No. 2 dated February 13, 1990.

33. Contract ICC-SP-C-7372 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 22, 1989.
34. Contract ICC-SP-C-7373 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 22, 1989.
35. Contract ICC-SP-C-7425 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated March 13, 1989.
36. Contract ICC-SP-C-7522 among Southern Pacific Transportation Company, Consolidated Rail Corporation, St. Louis Southwestern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated April 5, 1989.
37. Contract ICC-SP-C-7641 among Southern Pacific Transportation Company, Midsouth Rail Corporation, South Rail Corporation, Trona Railway Company and Kerr-McGee Chemical Corporation dated July 24, 1989.
38. Contract ICC-SP-C-8025 among Southern Pacific Transportation Company, Consolidated Rail Corporation, St. Louis Southwestern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated November 14, 1989.
39. Contract ICC-SP-C-8028 between Southern Pacific Transportation Company and Kerr-McGee Chemical Corporation dated October 6, 1989.
40. Contract ICC-SP-C-8031 among Southern Pacific Transportation Company, CSX Transportation, Inc., St. Louis Southwestern Railroad Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated December 14, 1989.
41. Contract ICC-SP-C-8032 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated November 15, 1989.
42. Contract ICC-SP-C-8034 among Southern Pacific Transportation Company, Norfolk Southern Railroad Company (formerly Southern Railway Company and Consolidated Subsidiaries), Trona Railway Company and Kerr-McGee Chemical Corporation dated

January 24, 1990 as supplemented by Supplement No. 1 dated April 4, 1990.

43. Contract ICC-SP-C-8221 among Southern Pacific Transportation Company, Consolidated Rail Corporation, St. Louis Southwestern Railway Company, Trona Railway Company, Providence & Worcester Railroad Company and Kerr-McGee Chemical Corporation dated December 14, 1989.
44. Contract ICC-SP-8224 among Trona Railway Company, Southern Pacific Transportation Company and Kerr-McGee Chemical Corporation dated November 14, 1989 as amended by Amendment No. 1 dated June 19, 1990.
45. Contract ICC-SP-C-8228 among Southern Pacific Transportation Company formerly Denver and Rio Grande Western Railroad, Trona Railway Company and Kerr-McGee Chemical Corporation dated January 24, 1990.
46. Contract ICC-SP-C-8229 among CSX Transportation Company, Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 26, 1990 (Supplement 1 pending railroad signature).
47. Contract ICC-SP-C-8476 among Southern Pacific Transportation Company, The Atchison, Topeka and Santa Fe Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 6, 1990 (Supplement 1 pending railroad signature).
48. Contract ICC-SP-C-8477 among Trona Railway Company, Southern Pacific Transportation Company, Burlington Northern Railroad Company and Kerr-McGee Chemical Corporation (contract is undated).
49. Contract ICC-SP-C-8478 among Trona Railway Company, Consolidated Rail Corporation, Southern Pacific Transportation Company and Kerr-McGee Chemical Corporation dated May 4, 1990.
50. Contract ICC-SP-C-8480 among Trona Railway Company, Soo Line Railroad Company, Norfolk Southern Railroad Company (formerly Norfolk and Western Railway Company), Southern Pacific Transportation Company and Kerr-McGee Chemical Corporation dated May 23, 1990.
51. Contract ICC-SP-C-8481 among Trona Railway Company, CSX Transportation, Inc., Southern

Pacific Transportation Company and Kerr-McGee Chemical Corporation dated April 19, 1990.

52. Contract ICC-SP-C-8618 among Trona Railway Company, CSX Transportation, Inc., Southern Pacific Company and Kerr-McGee Chemical Corporation dated April 5, 1990.
53. Contract ICC-SP-C-8621 among Trona Railway Company, Consolidated Rail Corporation, Southern Pacific Transportation Company and Kerr-McGee Chemical Corporation dated May 23, 1990.
54. Contract ICC-SP-C-8626 among Trona Railway Company, St. Louis Southwestern Railway Company, Southern Pacific Transportation and Kerr-McGee Chemical Corporation dated April 26, 1990.
55. Contract ICC-SP-C-8858 among Trona Railway Company, CSX Transportation, Inc., Southern Pacific Transportation Company, St. Louis Southwestern Railway Company and Kerr-McGee Chemical Corporation dated June 29, 1990.
56. Contract ICC-SP-C-8860 among Trona Railway Company, St. Louis Southwestern Railway Company, Southern Pacific Transportation Company and Kerr-McGee Chemical Corporation dated June 29, 1990.
57. Contract ICC-SP-C-9126 among Trona Railway Company, the Ventura County Railway Company, Southern Pacific Transportation Company and Kerr-McGee Chemical Corporation (undated, railroad's signature pending).
58. Contract ICC-SP-C-9127 among Trona Railway Company, Illinois Central Railway Company, St. Louis Southwestern Railway Company, Southern Pacific Transportation Company and Kerr-McGee Chemical Corporation (undated contract pending railroad's signature).
59. Contract ICC-SP-C-009210 between Southern Pacific Transportation Company, The Apache Railway Company, The Atchinson, Topeka and Santa Fe Railway Co., Trona Railway Company and Kerr-McGee Chemical Corporation dated October 4 1990.
60. Contract ICC-SP-C-9362 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Soo Line Railroad Company, Grand Trunk Western Railroad Company, Central Michigan Railway Company, Trona Railway Company and Kerr-

McGee Chemical Corporation dated August 20, 1990.

61. Contract SP-D-10749 among Southern Pacific Transportation Company, Chicago, St. Louis Southwestern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated September 26, 1985 as supplemented by Supplement No. 1 dated January 28, 1986.
62. Contract SP-D-10868 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Southern Railway Company and Consolidated Subsidiaries, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 26, 1986 as supplemented by Supplement No. 1 dated May 29, 1986, Supplement No. 2 dated June 23, 1987, and Supplement No. 3 dated September 18, 1987.
63. Contract MHDQ-6A among Consolidated Rail Corporation Middletown and Hummelstown Railroad and Kerr-McGee Chemical Corporation (no date furnished - not reviewed)
64. Contract TRRA-C-0008 among Terminal Railroad Association of St. Louis and Kerr-McGee Chemical Corporation (no date furnished-not reviewed)
65. Contract BN-C-36038 between Burlington Northern and Kerr-McGee Chemical Corporation dated November 8, 1988.
66. Contract SP-L-045117 among Trona Railway, Southern Pacific, Burlington Northern and Kerr-McGee Chemical Corporation dated August 20, 1990.

The following rail transportation contracts are pending approval by carriers involved:

67. Contract ICC-SP-C-9300 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation effective June 24, 1990.
68. ICC-SP-C-09308 among Southern Pacific Transportation Company, Trona Railway Company, Longview, Portland and Northern Railway (LPN) and Kerr-McGee Chemical Corporation effective August 1, 1990.
69. ICC-SP-C-09374 among Southern Pacific Transportation Company, CSXT, Chattahoochee

Industrial Railroad, Trona Railway Company and Kerr-McGee Chemical Corporation effective August 21, 1990.

70. ICC-SP-C-09440 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation effective October 1, 1990.
71. ICC-SP-C-9501 among Southern Pacific Transportation Company, CSXT, Trona Railway Company and Kerr-McGee Chemical Corporation effective 10/1/90.
72. ICC-SP-C-9535 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Burlington Northern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation effective 10/2/90.
73. ICC-SP-C-9536 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation effective 10/15/90.
74. ICC-SP-C-9555 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation effective October 15, 1990.
75. ICC-SP-C-9569 among Southern Pacific Transportation Company, Trona Railway Company, Midsouth Rail Corporation and Kerr-McGee Chemical Corporation, dated October 29, 1990.

Exempt Boxcar Quotations

76. Exempt Boxcar Quotation No. SP-L-044428 by Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Norfolk Southern Corporation and Trona Railway Company dated December 5, 1989.
77. Exempt Boxcar Quotation No. SP-L-044615 by Southern Pacific Transportation Company, Trona Railway Company and CSX Transportation, Inc. dated February 20, 1990.

Other

78. Amended and Restated Coal Supply Agreement, dated July 13, 1990, between ACE (as Buyer) and KMCC

(as Agent for Buyer) and Amax Coal Sales Company  
(as Seller).

**SCHEDULE V**

**Places of Business  
and  
Location of Records Governing Accounts**

1. Searles Valley, California
2. Long Beach, California
3. Oklahoma City, Oklahoma
4. Mission, Kansas

Schedule VI

**MATERIAL CONSENTS**

1. Filing and expiration of notice period with Interstate Commerce Commission for exemption from requirement for approval of the transfer of TRC stock.
2. Bureau of Land Management approvals of the assignment of federal mineral leases.
3. City of Ridgecrest consent to the granting of encroachment permits after closing.
4. Coal Supply Agreements:
  - Coal Supply Agreement between Kerr-McGee Chemical Corporation ("Buyer") and Castle Gate Coal Company dated March 31, 1988 with Guaranty Agreement made by Amax Coal Industries dated December 29, 1989 and Assignment and Assumption Agreement between Castle Gate Coal Company and Amax Coal Sales Company dated December 29, 1989.
  - Coal Supply Agreement between Kerr-McGee Chemical Corporation ("Buyer") and Soldier Creek Coal Company ("Seller") dated August 17, 1988 as amended by Letter Agreement dated December 27, 1988 and Letter Agreement dated December 9, 1988.
5. Consent of ACE Cogeneration Company, the ACE Cogeneration project lenders and any other parties required to transfer each contract listed on Schedule 1.2(g).
6. Power Sales Contracts:
  - Parallel Generation Agreement between Kerr-McGee Chemical Corporation ("Seller") and Southern California Edison Company ("Purchaser") dated October 15, 1982 as amended by Amendment No. 1 dated March 27, 1989.
  - Parallel Generation Agreement between Kerr-McGee Chemical Corporation and Southern California Edison Company dated May 25, 1979 as amended by

Amendment No. 1 dated July 16, 1980 and Amendment No. 2 dated March 27, 1989.

7. Professional Resource Management Agreement relating to the PRM Chlorinebusters Process between Professional Resource Management and Kerr-McGee Chemical Corporation dated November 17, 1987.
8. Two Transportation Service Agreements among Pacific Gas and Electric Company and Kerr-McGee Chemical Corporation dated September 17, 1986.
9. Approval of the Searles Domestic Water Company to the assignment of Contract between Kerr-McGee Chemical Corporation and Searles Domestic Water Company dated March 13, 1986.

SCHEDULE VII

Location of Inventory

Each of the United States, except Alaska and Hawaii, and  
Rotterdam, Netherlands.

SCHEDULE X

VEHICLES

Number	Unit Number	Class	Year	Make	Model	Serial Number	Last Name	City	State	License No	Registration No	Owned/Leased	Owner/Lessor	Fair Market Value
51	A0536	TA	1955	KENW	FIRE TRUCK (A536)	63947	FIRE DEPT	TRONA	CA	1N77458	F02061990	0	KMCC	10,000
51	A0655	HT	1965	IHC	10 WHEELER 6X6 (A655)	962410200	LAKE OPERATIONS	TRONA	CA	081QVP		0	KMCC	7,900
51	A0653	HT	1968	IHC	TIRE TRUCK MODF210 (A653)	558210G281782	LAKE OPERATIONS	TRONA	CA	JE11227		0	KMCC	6,700
51	A0434	HI	1971	FORD	1N750 (A434)	N70EVK14978	LAKE ELECTRICAL	TRONA	CA	2530279	G35769193	0	KMCC	2,100
51	A0584	HT	1973	FORD	1N8000 LUBE (A584)	W81CVR76328	LAKE OPERATIONS	TRONA	CA	1T76763		0	KMCC	1,200
51	A0746	HI	1974	GM	TRACTOR (A746)	TH190DV551598	WESTEND	TRONA	CA	3W88363	F3665-153	0	KMCC	7,500
51	A0467	HT	1974	FORD	F600 SANDBLAST TRUCK	F60BVV40551	TRONA	TRONA	CA	2F89597		0	KMCC	2,000
51	A0483	VT	1975	CHEV	AMBULANCE (A483)	CGY355U178930	FIRE DEPARTMENT	TRONA	CA	1B82226	F17916428	0	KMCC	8,000
51	A0656	HT	1975	CRAN	DRILLING RIG (A656)	20780	LAKE OPERATIONS	TRONA	CA	082QVP		0	KMCC	10,000
51	A0717	HT	1976	CHLV	1 1/2 TON HIAB (A717)	CCE536V137303	WESTEND MAINI	TRONA	CA	2E33076		0	KMCC	10,000
51	A0612	HT	1976	FORD	LN-750 BUCKET (TRUCK)	F75FV005425	LAKE ELECTRICAL	TRONA	CA	1T74632	F17910096	0	KMCC	2,900
51	A0589	HT	1977	CHEV	C-60 CAB-CHAS (A589)	CCE627V105365	LAKE OPERATIONS	TRONA	CA	3H35615	F17900475	0	KMCC	2,500
51	A0643	HT	1977	FORD	1N600 LUBE TRUCK (A643)	N60EVZ13098	CENTRAL GARAGE	TRONA	CA	2K30680		0	KMCC	4,900
51	A0640	HI	1978	FORD	1N700 D/1TRUCK (A640)	N70EVCD1552	TRONA SHIPPING	TRONA	CA	1M11097	G357625330	0	KMCC	4,600
51	A0624	HT	1978	FRENCH	TRACTOR (A624)	CA213HM140502	TRONA SALVAGE	TRONA	CA	2H80759	F17900476	0	KMCC	6,200
51	A0637	HT	1978	KENW	DUMP TRUCK (A637)	164877S	ARGUS UTILITIES	TRONA	CA	3V02904	G14819226	0	KMCC	5,500
51	A0636	HT	1978	KENW	DUMP TRUCK (A636)	162731S	ARGUS UTILITIES	TRONA	CA	3R08091	G14819225	0	KMCC	
51	A0747	HT	1978	FORD	F-700 BUCKET (A747)	F61DVCC0346	WESTEND	TRONA	CA	1W69785	F17910092	0	KMCC	3,300
51	A0554	HT	1978	FORD	F-600 W/HOIST (A554)	F60BVCC1058	ARGUS MAINT	TRONA	CA	1U06064	G14816253	0	KMCC	2,600

Number	Unit Number	Class	Year	Make	Model	Serial Number	Last Name	City	State	License No	Registration No	Owned/Leased	Owner/Lessor	Fair Market Value
51	A0534	T	1979	FORD	F-250 4X4 (A534)	F28HREA6024	FIRE DEPARTMENT	TRONA	CA	3P93060	F17916429	O	KMCC	2,100
51	A0651	HT	1974	CRAN	2400 GAL WATER TRUCK	M441448X20793	LAKE OPERATIONS	TRONA	CA	4A80509	G29537141	O	KMCC	10,000
51	A0652	HT	1979	CRAN	3000 GAL WATER TRUCK	20788	LAKE OPERATIONS	TRONA	CA	NONE		O	KMCC	15,000
51	A0593	T	1980	FORD	F-250 3/4 TON FIRETRUCK	F26GRJD1034	FIRE DEPARTMENT	TRONA	CA	1V17199	G14819220	O	KMCC	2,400
51	A0609	HT	1980	FORD	F 600 F/BED (A609)	1FDNF60H0BVA2205	ARGUS STORES	TRONA	CA	2N92671		O	KMCC	3,000
51	A0616	HT	1980	FORD	1H8000 DUMPSTER(A616)	R80UVJD5393	GENERAL SERVICE	TRONA	CA	2A37525		O	KMCC	3,500
51	A0665	HT	1980	WHITE	ROAD BOSS 2	6PRCFHH041015	QUARRY OP	TRONA	CA			O	KMCC	10,000
51	S3263	TR	1981	FRUE	TRAILER (S3263)	1H4T04525BK016005	PLANT TRAILER	TRONA	CA	1458678	G29538032	O	KMCC	8,000
51	S3264	TR	1981	FRUE	TRAILER (S3264)	1H4T04527BK016006	PLANT TRAILER	TRONA	CA	NONE		O	KMCC	8,000
51	A0743	T	1982	FORD	F-350 1 TON (A743)	1FDJF3722CRA14020	WESTEND	TRONA	CA	2A46398	G29526333	O	KMCC	2,800
51	A0678	HT	1982	FORD	LNT9000 DUMP TRUCK	1FDYW90W7CVA44784	POOL TRUCK	TRONA	CA	3Z35053	F32814588	O	KMCC	13,100
51	A0622	T	1984	FORD	RANGER (A622)	1FTBR1058EUB05648	LAKE OPERATIONS	TRONA	CA	2H41004		O	KMCC	2,900
51	A0647	T	1985	FORD	RANGER (A647)	1FTBR10AXFUB83907	TRONA LAB	TRONA	CA	2N92733	G29536383	O	KMCC	3,500
51	A0648	T	1985	FORD	RANGER (A648)	1FTBR10A8FUB83906	ARGUS LAB	TRONA	CA	S270F2		O	KMCC	3,500
51	A0650	T	1985	FORD	RANGER (A650)	1FTCR11S1FUC94437	ELECT SHOP	TRONA	CA	253008	G35762523	O	KMCC	3,500
51	A0657	T	1985	FORD	F-250 (A657)	1FTFF25Y9FPB31091	TRONA MAINT	TRONA	CA	2R68093	G35769191	O	KMCC	6,500
51	A0658	T	1985	FORD	F-250 (A658)	1FTEF25Y6FPB56588	UTILITIES-MAINT	TRONA	CA	2530199	G35769194	O	KMCC	6,500
			1982	DEVILLE		3811263810016	A C E	TRONA	CA	CCB2224		O	KMCC	
		BP	1976	SANDPOINT TRAILER		S2309	DON ZDEBA	TRONA	CA	MU5708	T8969121	O	KMCC	
		BV	1977	SANDPOINT TRAILER		1146	ARGUS FAC MONO DOGHOUSE	TRONA	CA	SB7013	T133188	O	KMCC	
		BV	1977	SANDPOINT TRAILER		1083	ENGINEERING	TRONA	CA	SB6979	T1416390	O	KMCC	
			1981	MODULAR BLDG GS2464		5811263S10050 5811263S10051	ARGUS	TRONA TRONA	CA CA	CAA1661 CAA1662		O O	KMCC KMCC	

<u>Number</u>	<u>Unit Number</u>	<u>Class</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number</u>	<u>Last Name</u>	<u>City</u>	<u>State</u>	<u>License No</u>	<u>Registration No</u>	<u>Owned/Leased</u>	<u>Owner/Lessor</u>	<u>File Market Value</u>
			1981	SCOTSMAN		N8131S01163	LAKE MAINT	TRONA	CA	CAA3113		O	KMCC	
			1988	PAC		8843S10139	ARCUS	TRONA	CA	CCD7888		O	KMCC	

(All vehicles listed below are owned by KMCC)

<u>KMASSET</u>	<u>SERVICE POINT</u>	<u>AREA ID</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER SERIAL NUMBER</u>	<u>SYSTEM LOCATION</u>	<u>LICENSE NO</u>	<u>REG NO</u>	<u>FAIR MARKET VALUE</u>
S2439	65032	SAL	50-TON HOBBS LOWBOY TRAILER (3-AXLE)	VT311675	EHOWELL	UN4466	G14819224	10,000
S2934	43040	LOP	MILLER 2-AXLE LOWBOY	22118	JVASSAR	XT2351	G14816257	5,000
S3022	65030	SAL	1972 40' LUEKIN 2-AXLE TRAILER	33701	EHOWELL	XM7464	G14819223	5,000
S3051	89003	ASB	MOBILE DECONTAMINATION UNIT (ASBESTOS CREW)	61885MDU60011N	GAUSTIN	1AZ1682		15,000
S3061	43141	LEL	STANDARD REEL TRAILER	3182	LAKE-ELECT	YD5582	G29536393	8,000
S3062	43142	LEL	STANDARD POLE TRAILER	1620	LAKE-ELECT	2FK7384	G35769192	5,000
S3079	43139	LMT	WELDING TRAILER	CA446964	LAKE-MAINT	1UE7394	G14817392	2,000
S3227	89002	ASB	1987 MOBILE DECONTAMINATION UNIT	1602SC9987XM18	GAUSTIN	1AZ1683		19,000
S3232	43015	LOP	1988 LOWBED TRAILER 60-TON (COZAD EXPANDO)	1C9G4420XJ1167026	JVASSAR	1UE4905	F17910100	5,000
S3251	81011	TDV	1985 OFFICE TRAILER	109B22017FP017001	EPHAROAH	2EH8745		7,000
S3254	50013	JAN	1989 DAIHATSU UTILITY VEHICLE	JDA000S8000305733	DCONSTABLE	4D27998	G29538033	3,100
S3257	58011	CG	1989 TANDEM AXLE TRAILER (FOR CART HAULING)	CA547227	EWADE	1BR3643		4,000
S3264	18111	BSN	1981 FRUEHAUF TRAILER	1H4T045278BKD016005	CPIERSON	1U58680	G14812711	8,000
S3283	42040	LOP	SPECTRUM OFFICE TRAILER (8' X 20') 1985	H9399538185081564	DRUDGE	2FH7297		10,000
S4236	51091	ACP	LORAIN CRANE (MODEL MC655/65 TON)	34658	AHARTLEY			210,000
S4573	58024	CG	DELIVERY TRAILER	1UFFS1624FT000216	EWADE	2FE5754		2,000

<u>KMASSET</u>	<u>SERVICE POINT</u>	<u>AREA ID</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER SERIAL NUMBER</u>	<u>SYSTEM LOCATION</u>	<u>LICENSE NO</u>	<u>REG NO</u>	<u>FAIR MARKET VALUE</u>
S4585	43061	LOP	UTILITY TRAILER	CA446963	RVILLICANA	XT8260	G35762517	2,000
S4586	65005	SAL	UTILITY TRAILER (CHLORINE)	CA446965	EHOWELL	XT8259	G35762522	2,000
S3453	53676	WE	1984 CHEROKEE END DUMP TRAILER (30' ALUMINUM)	1C91EFE20E1095061	A0665	1UN4159	G29536392	36,500
A0660	97053	VSV	1986 FORD F-150 PICKUP	1FTCF15Y1GPA26401	MBRUSH	2T23031		5,800
A0664	52141	TCP	1979 FORD LN7000 DUMPSTER	R71QVEC7980	BROWE	3V02753		6,000
A0667	58016	CG	1983 FORD MINI BUS	1LPDKE30L2DHB44125	EWADE	1G1U112	G35762529	3,400
A0669	43032	LMT	1982 FORD LN800 BOOM TRUCK	1FDYN8084CVA32879	LAKE-MAINT	3H87943	09127	5,000
A0670	51016	ACP	1987 FORD F-700 (SAND-BLAST TRUCK) A0670	1FDNF70M8HVA56622	AHARTLEY			12,800
A0671	90028	SAF	1986 FORD C-8000 FIRE ENGINE	1FDYD80U5CVA42682	JBROWN	110705	E21775697	67,600
A0672	43058	LOP	1983 GMC BRIGADIER DUMP TRUCK	1GDT9C4CXDV521255	JVASSAR	3N77094	F17916449	12,300
A0673	43089	LOP	1980 FORD DUMP TRUCK (9000 10-12 YD)	W90WVG6834	JVASSAR	3S92253	10033	6,300
A0674	43092	LEL	1988 FORD L8000 LINE TRUCK	1FDYU80U8JVA51657	LAKE-ELECT	3V02682	F17916448	19,500
A0679	43045	LMT	1989 FORD L8000 BOOM TRUCK	1FDYK82A3KVA23176	LAKE-MAINT	W173640	F36646498	23,000
A0680	90011	SAF	1989 FORD E350 AMBULANCE	1FDKE30MOKHA05911	DSCHUYLER	3Y37293	JR4189605	25,000
A0681	46533	UFH	1990 FREIGHTLINER DUMP TRUCK	1FVNDY9XLP374145	MDAVIS	3W88483	F36649653	35,000
A0682	43155	LOP	1984 MACK DUMP TRUCK (MODEL RL680)	1M2R135YXEM001088	JVASSAR	3X37375	F16903686	15,300
A0683	43156	LOP	1984 MACK DUMP TRUCK (MODEL RL688)	1M2R135YIEM001092	JVASSAR	3X37376	F16903689	15,300

<u>KMASSET</u>	<u>SERVICE POINT</u>	<u>AREA ID</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER SERIAL NUMBER</u>	<u>SYSTEM LOCATION</u>	<u>LICENSE NO</u>	<u>REG NO</u>	<u>FAIR MARKET VALUE</u>
A0732	43049	LOP	1971 PETERBILT TRACTOR	41087P	JVASSAR	1R47450	F17916447	15,000
A0749	43054	LOP	1986 FORD B250 ECONOLINE CLUB WAGON (VAN)	1FBHE21L4GH834504	JVASSAR	2V27750	G29536395	9,500

SCHEDULE VIII

Location of Equipment

1. Searles Valley, California
2. Long Beach, California
3. Mission, Kansas
4. Oklahoma City, Oklahoma

**SCHEDULE IX  
GOVERNMENT OBLIGORS**

The following agreements will be assigned by KMCC to NACC:

1. Water Rights License Agreement between Kerr-McGee Chemical Corporation and the City of Ridgecrest effective January 1, 1990.
2. Indian Wells Valley Ground-Water Project Memorandum of Understanding among the United States of America, Department of the Interior, Bureau of Reclamation; United States of America, Department of Defense, Naval Weapons Center, China Lake, California; Indian Wells Valley Water District and Kerr-McGee Chemical Corporation dated March 16, 1990.
3. Memorandum of Understanding between The Navel Weapons Center and Kerr-McGee Chemical Corporation for a Cooperative Study of Ambient Air Quality Management Issues on Searles Valley dated May 1987.
4. Agreement re: Use of Water Well (1986) with the Indian Wells Valley Water District dated October 29, 1986.
5. Memorandum of Understanding with the City of Ridgecrest dated June 22, 1989.

FORM OF CERTIFICATION

CITY OF WASHINGTON )  
                          )  
DISTRICT OF COLUMBIA)      ss.

On this 21st day of November, 1990, I examined and compared the foregoing copy of the Security Agreement, dated November 19, 1990, between North American Chemical Company and First Fidelity Bank, National Association, New Jersey, as Collateral Agent, with the original and have found that the foregoing is a complete and identical copy in all respects to the original document.



Signature of notary public Amanda McKenzie  
My Commission expires July 31, 1992

Amanda McKenzie  
Notary Public, District of Columbia  
My Commission Expires July 31, 1992