RECORDATION NO. 23279-A FILED

DEC 22 '00 8-38 AM

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SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

December 22, 2000

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Bill of Sale and Assignment and Assumption Agreement, dated as of December 22, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement which is being filed with the Board under Recordation Number 23279.

The names and addresses of the parties to the enclosed document are:

Transferor: ACF Acceptance FI LLC
620 North Second Street
St. Charles, Missouri 63301

Transferee: ACF Acceptance LLC
620 North Second Street
St. Charles, Missouri 63301

A description of the railroad equipment covered by the enclosed document is:

86 railcars RPBX 17400 - RPBX 17485

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

Bill of Sale and Assignment and Assumption Agreement between
ACF Acceptance VI LLC, Transferor, ACF Acceptance LLC, Transferee,
covering 86 railcars RPBX 17400 - RPBX 17485

Also enclosed is a check in the amount of $26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/anm
Enclosures

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SURFACE TRANSPORTATION BOARD

BILL OF SALE
AND
ASSIGNMENT AND ASSUMPTION AGREEMENT

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement"), dated as of December 22, 2000, between ACF ACCEPTANCE VI LLC, a Delaware limited liability company (the "Transferor"), and ACF ACCEPTANCE LLC, a Delaware limited liability company (the "Transferee").

WHEREAS: the Transferee and the Transferor desire to enter into this Agreement, in connection with the transfer of, among other things, the Equipment (as defined below), subject to the Lease (as defined below), from the Transferor to the Transferee; and

WHEREAS: the parties also desire to carry out the intent and purpose of the transfer of the Equipment by, among other things, the parties' execution and delivery of this instrument evidencing the assignment by the Transferor of all of its rights, title and interest in and to the Lease to the Transferee and the assumption by the Transferee of all of the Transferor's obligations under the Lease.

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

1. For purposes of this Agreement, "Lease" means that certain Lease Agreement dated as of December 20, 2000 between the Transferor, as the lessor, and Rhodia Inc., as the lessee, with respect to the railcars included in the Equipment and all other contracts for use of any one or more railcars included in the Equipment, including, without limitation, all extensions, renewals, supplements and modifications of any of the foregoing.

2. The Transferor hereby transfers, assigns, conveys, grants and sets over (collectively, "Transfers") to the Transferee, its successors and assigns forever, all of the Transferor's rights, title and interest as of such date in and to the Lease and under the documents attached as exhibits thereto in the form executed, as fully and entirely as the same would have been held and enjoyed by the Transferor as if this assignment had not been made.

3. The Transferor hereby Transfers to the Transferee all of the Transferor's right, title and interest in and to the special purpose railcars described on Schedule A hereto and made a part hereof, together with all accessories, equipment, parts and appurtenances appertaining or attached thereto (the "Equipment").

4. The Transferee accepts, assumes, takes over and succeeds to all of the Transferor's rights, title and interest as of such date in and to the Lease, subject to the rights of Lessee under the Lease, and the Transferee hereby covenants and agrees to discharge, perform and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the

Transferor under the Lease (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

5. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively transfer, assign, convey, grant and set over the Lease to the Transferee.

6. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Lease or to release the Transferor and its affiliates from their obligations under or on account of the Lease so long as such release will not prejudice the Transferee's rights, title and interest in and to the Lease.

7. The Transferor hereby warrants to the Transferee and its successors and assigns that, on the date hereof, the Transferor has, and at the time of delivery of the Equipment, the Transferor will have, good and marketable, legal and beneficial title to the Equipment and the Lease and good and lawful right to transfer the Equipment and the Lease free and clear of all liens, except the liens being released contemporaneously with such delivery and transfer. The Transferor hereby covenants to defend title to the Equipment and the Lease against demands of all persons whomever based on claims originating prior to the delivery of the Equipment.

8. This instrument shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

9. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

10. This Agreement shall become effective upon the filing with the United States Surface Transportation Board and the Registrar General of Canada of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment and Assumption Agreement to be executed as of the date first above written.

ACF ACCEPTANCE VI LLC
By: ACF ACCEPTANCE LLC, Member
By: ACF INDUSTRIES, INC., Member

By: _____
Name: Robert J. Mitchell
Title: Senior Vice President - Finance

ACF ACCEPTANCE LLC
By: ACF INDUSTRIES, INC., Member

By: _____
Name: Robert J. Mitchell
Title: Senior Vice President - Finance

[Signature Page to the Assignment and Assumption and Bill of Sale Agreement dated as of December 22, 2000]

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

On this 20th day of December, 2000, before me, personally appeared Robert J. Mitchell to me personally known, who being by me duly sworn, says that he resides in Nassau County, New York, and is Senior Vice President of Finance of the Member of ACF Acceptance LLC; that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

YEVGENY FUNDLER
Notary Public, State of New York
No. 02FU6046929
Qualified in New York County
Commission Expires August 21, 2002

Notary Public

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

On this 20th day of December, 2000, before me, personally appeared Robert J. Mitchell to me personally known, who being by me duly sworn, says that he resides in Nassau County, New York, and is Senior Vice President of Finance of the Member of the Member of ACF Acceptance VI LLC; that said instrument was signed on the date hereof on behalf of said limited liability company by authority of its managing member; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

YEVGENY FUNDLER
Notary Public, State of New York
No. 02FU6046929
Qualified in New York County
Commission Expires August 21, 2002

Notary Public

24950 / 2840 / 00503360 / 12/19/00 /

SCHEDULE A

DESCRIPTION OF EQUIPMENT

Each of the special purpose railcars with the reporting marks and road numbers and Association of American Railroads designation numbers set forth in this Schedule A.

Lessee	Contract	Rptg Mark	Car Number
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17400
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17401
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17402
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17403
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17404
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17405
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17406
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17407
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17408
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17409
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17410
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17411
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17412
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17413
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17414
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17415
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17416
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17417
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17418
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17419
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17420
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17421
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17422
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17423
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17424
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17425
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17426
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17427
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17428
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17429
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17430
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17431
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17432
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17433
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17434
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17435
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17436
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17437
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17438
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17439
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17440
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17441
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17442
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17443
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17444
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17445
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17446
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17447
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17448

Lessee	Contract	Rptg Mark	Car Number
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17449
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17450
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17451
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17452
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17453
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17454
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17455
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17456
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17457
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17458
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17459
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17460
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17461
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17462
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17463
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17464
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17465
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17466
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17467
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17468
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17469
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17470
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17471
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17472
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17473
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17474
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17475
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17476
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17477
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17478
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17479
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17480
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17481
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17482
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17483
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17484
RHODIA INC	Lease Agreement dated 12/20/00	RPBX	17485

86 Cars