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December 17, 2002

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

RECORDATION NO. 24252 FILED

DEC 20 02

9-13AM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Security Agreement, dated as of December 20, 2002, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Debtor:	ACF Industries Incorporated 620 North Second Street St. Charles, Missouri 63301
Secured Party:	State Street Bank and Trust Company 225 Franklin Street Boston, Massachusetts 02110

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

1593 railcars bearing ACFX and SHPX reporting marks and road numbers.

Mr. Vernon A. Williams
December 17, 2002
Page Two

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

Security Agreement

Also enclosed is a check in the amount of \$30.00 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/anr
Enclosures

REGISTRATION NO. 24252 FILED
DEC 20 '02 9-13AM
SURFACE TRANSPORTATION BOARD

SECURITY AGREEMENT - CHATTEL MORTGAGE

BETWEEN

ACF INDUSTRIES, INCORPORATED,

AS BORROWER

AND

STATE STREET BANK AND TRUST COMPANY,
not in its individual capacity but solely as agent for the benefit of the Lenders,

AS SECURED PARTY

Dated as of

December 20, 2002

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SECURITY AGREEMENT - CHATTEL MORTGAGE

THIS SECURITY AGREEMENT - CHATTEL MORTGAGE (this "Security Agreement") is dated as of December 20, 2002, by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Borrower"), and STATE STREET BANK AND TRUST COMPANY, a Massachusetts trust company, not in its individual capacity but solely as agent (the "Secured Party") for the benefit of the Lenders (as defined below).

RECITALS

A. Pursuant to Section 2.1 of the Loan Agreement (as defined below) and subject to the conditions therein set forth, the Lenders have agreed to make the Loan (as defined below) to the Borrower evidenced by the Notes (as defined below) executed by the Borrower in favor of each Lender.

B. The principal of and interest on the Loan and all additional amounts and other sums at any time due and owing from or required to be paid by the Borrower under the terms of the Loan Agreement, the Notes, this Security Agreement and the other Loan Documents are hereinafter sometimes referred to as "indebtedness hereby secured."

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Terms defined in the preamble hereof shall have their respective meanings when used herein. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Loan Agreement. The following terms shall have the following meanings for the purposes of this Security Agreement:

"AAR" means the Association of American Railroads.

"Cash Collateral Account" has the meaning specified in Section 5.2(f).

"Casualty Date" has the meaning specified in Section 5.2(a).

"Casualty Loss Proceeds" means any loss proceeds paid in connection with an Equipment Casualty Loss, whether such proceeds are paid by an Equipment Lessee, any insurer, governmental agency or unit or otherwise.

"Casualty Payments" has the meaning specified in Section 5.2(e).

"Collateral" has the meaning specified in Article II.

"Environmental Claims" shall mean any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent decree, penalty, fine, Lien, proceeding or claim (whether administrative, judicial or private in nature) arising (a) pursuant to,

or in connection with an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Substance, (c) from any abatement, removal, remedial, corrective or other response action in connection with a Hazardous Substance, Environmental Law or other order of a governmental authority, or (d) from any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment, in each such case, to the extent the same have, or could reasonably be expected to have, the effect, individually or in the aggregate, of (i) impairing the Borrower's ability to perform its obligations contemplated under this Security Agreement or the Loan Documents, (ii) impairing the present or residual value, utility or remaining useful life of any Item of Equipment, or the Borrower's right, title or interest therein, or (iii) subjecting the Secured Party to any risk of incurring a Material liability under any Environmental Law.

"Environmental Contamination" shall mean and include the uncontained presence, leak, discharge, emission, release, threatened release, suspected release, or abandonment of Hazardous Substances upon, or about the Equipment, or arising from the Equipment, in each such case, to the extent the same result in an Environmental Claim.

"Environmental Laws" shall mean any federal, state or local law, statute, ordinances or regulation and all judicial, administrative and regulatory decrees, claims, notices, liens, judgments and orders, pertaining to (a) protection of health, safety and the indoor or outdoor environment, (b) the conservation, management, or use of natural resources and wildlife, (c) the protection or use of surface water or groundwater, (d) the manufacture, management, possession, use, presence, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Substance, or (e) pollution (including, as released to air, land, surface water and groundwater) including, but not limited to, the applicable common law of any jurisdiction, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended ("CERCLA"), the Hazardous Material Transportation Act, 49 U.S.C. App. § 1801 *et seq.*, as amended, the Resource Conservation Recovery Act of 1976 and the Hazardous and Solid Waste Amendments, 42 U.S.C. § 6901 *et seq.* (RCRA), the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, as amended, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, as amended, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, as amended, the Safe Drinking Water Act, 42 U.S.C. § 300F *et seq.*, as amended, the Emergency Planning Community Right-To-Know Act, 42 U.S.C. § 11001 *et seq.*, and any similar implementing or successor law.

"Equipment" has the meaning specified in Section 2.2.

"Equipment Casualty Loss" means the destruction, loss of use for a period in excess of thirty (30) days, total loss, constructive total loss, theft, disappearance, destruction, irreparable damage or taking by any governmental entity (including condemnation, confiscation, requisition, taking of title or use by any governmental entity) of any Item of Equipment, or the rendition of any Item of Equipment permanently unfit for normal use for any reason or if any Item of Equipment becomes unusable in the business of the Borrower or if any Item of Equipment is not in compliance with all the AAR's mechanical regulations and industry commercial standards for revenue interchange loading.

"Equipment Leases" has the meaning specified in Section 2.3.

“Equipment Lessees” means the lessees under the Equipment Leases.

“Equipment Lease Proceeds” has the meaning specified in Section 2.3.

“Expired Lease” has the meaning specified in Section 5.2(b).

“Expired Lease Proceeds” has the meaning specified in Section 5.2(b).

“Hazardous Substances” shall mean any substance, chemical compound, product, solid, gas, liquid, waste, byproduct, pollutant, contamination or material which is hazardous or toxic and includes, without limitation, hazardous substances as defined in CERCLA; oil of any kind, petroleum products and their by-products, including sludge or residue; asbestos-containing materials; polychlorinated biphenyls or material or equipment containing such substances; lead or lead containing materials; any and all other hazardous or toxic substances; hazardous waste, as defined in RCRA; used tires; those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101); explosives; radioactive materials; and all other pollutants, contaminants and other substances regulated or controlled by the Environmental Laws and any other substance that requires special handling in its collection, storage, treatment or disposal under the Environmental Laws.

“Items of Equipment” has the meaning specified in Section 2.2.

“Lien” has the meaning specified in Section 3.3.

“Loan Agreement” means the Term Loan Agreement dated as of the date hereof, by and among the Borrower, the Secured Party and the Lenders, as the same may be amended, supplemented or otherwise modified from time to time.

“Loan Collateral Value” has the meaning specified in Section 5.2.

“Material” means an event, occurrence or development of a state of circumstances or facts which create or could reasonably be expected to create a risk of liability to the Secured Party or any Lender in excess of (i) \$1,000,000 with respect to risks of an environmental nature, and (ii) \$5,000,000 for all other types of risks. Notwithstanding anything in the Loan Documents to the contrary, it is the express intention of the parties hereto that the term "material" as used in the Loan Documents shall not be interpreted by reference to the term "Material" as defined in this definition.

“Obligations” has the meaning specified in Section 2.1.

“Permitted Lien” has the meaning specified in Section 3.3.

“Replacement Lease” means, with respect to any Item of Equipment, a lease entered into by the Borrower in an arms-length transaction with a lessee that the Secured Party reasonably determines, in accordance with the then existing internal credit guidelines of the Borrower, is no less creditworthy than the lessee under the Expired Lease or the Equipment Lease to which the original Item of Equipment being replaced was subject, as applicable, (the creditworthiness of such original lessee being measured as of the Closing Date) and which lease is otherwise in form

and substance reasonably acceptable to the Secured Party and is subject to a first priority perfected security interest and Lien in favor of the Secured Party hereunder.

“Replacement Unit” means a replacement unit of Rolling Stock that (i) is of similar make, model and age and having a fair market value, utility, condition and remaining useful life at least equal to the Item of Equipment it is intended to replace (assuming such Item of Equipment was in condition required to be maintained by the terms of this Security Agreement), (ii) is equipment in good working order, (iii) has been maintained in compliance with all the AAR’s mechanical regulations and industry commercial standards for revenue interchange loading, (iv) has been used for the purpose for which it was built and has been accepted by the Equipment Lessee, and (v) is otherwise reasonably acceptable to the Secured Party.

“Rolling Stock” means standard gauge railroad rolling stock, other than passenger equipment or work equipment, used or intended for use in connection with interstate commerce; excluding however, railroad rolling stock scrapped or intended to be scrapped.

“Security Agreement” means this Security Agreement - Chattel Mortgage, together with all Exhibits and Schedules attached hereto, as the same may be amended, supplemented or modified from time to time.

“UCC” means the Uniform Commercial Code in effect in the State of New York, unless otherwise specified, as amended from time to time.

Section 1.2 Other Interpretive Provisions.

(a) Except as otherwise specified herein, all references herein (i) to any Person shall be deemed to include such Person’s successors and assigns and (ii) to any applicable law defined or referred to herein shall be deemed references to such applicable law or any successor applicable law as the same may have been or may be amended or supplemented from time to time.

(b) When used in this Security Agreement, the words “herein,” “hereof” and “hereunder” and words of similar import shall refer to this Security Agreement as a whole and not to any provision of this Security Agreement unless otherwise specified, and the words “Article,” “Section,” “Schedule” and “Exhibit” shall refer to Articles of and Sections of, and Schedules and Exhibits to, this Security Agreement unless otherwise specified.

(c) Whenever the context so requires, the neuter gender includes the masculine or feminine, the masculine gender includes the feminine, and the singular number includes the plural, and vice versa.

(d) Any item or list of items set forth following the word “including,” “include” or “includes” is set forth only for the purpose of indicating that, regardless of whatever other items are in the category in which such item or items are “included,” such item or items are in such category, and shall not be construed as indicating that the items in the category in which such item or items are “included” are limited to such items or to items similar to such items.

(e) Captions to Articles and Sections and subsections of, and Schedules and Exhibits to, this Security Agreement are included for convenience of reference only and shall not constitute a part of this Security Agreement for any other purpose or in any way affect the meaning or construction of any provision of this Security Agreement.

ARTICLE II

SECURITY

Section 2.1 Grant of Security. The Borrower, in consideration of the premises and of the sum of Ten Dollars received by the Borrower from the Secured Party and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, and in order to secure the due payment of the principal of and interest on the Notes according to their respective tenor and effect, and to secure the payment of the Make Whole Amount, the Prepayment Fee and all other indebtedness and liabilities of the Borrower to the Lenders and the Secured Party under the Loan Documents and the performance and observance by the Borrower of all its obligations contained in or arising out of the Loan Agreement, this Security Agreement, the Notes and the other Loan Documents (sometimes referred to herein collectively as the "Obligations"), does hereby assign, mortgage, pledge, hypothecate, transfer and set over and grant to the Secured Party for the benefit of the Lenders a first priority lien on and security interest in all of the Borrower's right, title and interest in and to the properties, rights, interests and privileges described in Sections 2.2, 2.3 and 2.4 (all of which properties are hereinafter collectively referred to as the "Collateral").

Section 2.2 Equipment Collateral. The Collateral includes certain railcars, which railcars are more fully described in Schedule A hereto (collectively, the "Equipment" or "Items of Equipment") and individually, an "Item of Equipment"), together with all accessories, equipment, parts, additions, improvements, accessions and appurtenances appertaining or attached to such Equipment, whether now owned or hereafter acquired by the Borrower, and all substitutions, renewals or replacements of, and additions, improvements, accessions and accumulations to, any and all of the Equipment, including Replacement Units, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom (whether such Equipment constitutes "Equipment" or "Inventory" as such terms are defined in the UCC).

Section 2.3 Rental Collateral.

(a) The Collateral also includes (w) all right, title, interest, claims and demands of the Borrower in, to and under each and every lease, including the leases set forth on Schedule A hereto and any Replacement Leases, (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) now or hereafter entered into relating to the Equipment but to and only to the extent relating to the Equipment (each such lease, to the extent relating to the Equipment, being an "Equipment Lease" and collectively, the "Equipment Leases"), including any extensions of the term of any Equipment Lease, (x) all of the Borrower's rights under any Equipment Lease (i) to make determinations, (ii) to exercise any election (including, but not limited to, election of remedies) or option, (iii) to obtain the benefit of manufacturers' warranties, (iv) to give or receive any notice, consent, waiver or approval, together with full power and authority with respect to any Equipment Lease to demand, receive,

enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of the Equipment Leases, (v) to enforce or execute any checks, or other instruments or orders, and (vi) to file any claims and to take any action which (in the opinion of the Secured Party) may be necessary or advisable in connection with any of the foregoing insofar, but only insofar as such rights relate to the Equipment which is subject to such Equipment Leases, (y) all records related to the Equipment Leases, and (z) all payments due and to become due under any Equipment Lease, whether as contractual obligations, damages, casualty payments, warranty payments, insurance proceeds or otherwise to the extent such payments are derived from the Equipment (collectively, the "Equipment Lease Proceeds").

(b) It is expressly agreed that anything herein contained to the contrary notwithstanding, the Borrower shall remain liable under the Equipment Leases to perform all of the obligations assumed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof, and neither the Secured Party nor the Lenders shall have any obligation or liability under the Equipment Leases by reason of or arising out of the assignment hereunder, nor shall the Secured Party nor any Lender be required or obligated in any manner to perform or fulfill any obligations of the Borrower under or pursuant to the Equipment Leases or, except as herein expressly provided, to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim, or take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

Section 2.4 Cash Collateral Account. The Collateral also includes all rights and interest of the Borrower in the Cash Collateral Account, any replacement or successor thereto, including all amounts from time to time on deposit therein and all investments made with the proceeds thereof and all interest earned thereon.

ARTICLE III

COVENANTS AND WARRANTIES OF BORROWER.

The Borrower covenants, warrants and agrees with the Secured Party that until the Obligations are paid in full that:

Section 3.1 Maintenance of Equipment. The Borrower shall maintain and keep, or cause to be maintained and kept, at its or the Equipment Lessees' own cost and expense, each Item of Equipment in good order and repair in compliance with all AAR mechanical regulations and industrial commercial acceptance standards for revenue interchange loading, unless and until it becomes worn out, unsuitable for use, lost or destroyed.

Section 3.2 Insurance.

(a) The Borrower shall maintain, or cause to be maintained at its own expense, with responsible insurance companies acceptable to the Secured Party, property, liability and other insurance, on its properties (including, without limitation, the Equipment), in such amounts, against such risks and in such form as is customarily maintained by similar businesses, and, in any event, with respect to liability insurance, in an amount not less than One Hundred Million Dollars (\$100,000,000), which insurance shall at all times include coverage for

all liabilities covered under, and shall not include any exclusions other than those set forth in, the Borrower's policies of insurance as in effect on the Closing Date. Notwithstanding anything in the Loan Documents to the contrary, the Secured Party hereby agrees and acknowledges that the companies currently insuring the Borrower's properties are and will be acceptable to the Secured Party so long as the same shall maintain a rating by Best's Rating Service of at least A- and that the insurance coverage currently maintained by the Borrower or any substantially similar coverage is and will be acceptable to the Secured Party.

(b) For purposes of this Section 3.2, liability insurance may include a program of self-insurance for up to Five Million Dollars (\$5,000,000) of liability exposure; provided that under any such program of self-insurance the Borrower shall maintain, or cause to be maintained, adequate reserves on its books in accordance with GAAP, if applicable, to cover all risks not otherwise insured by an insurance company, and the Borrower shall, within thirty (30) days after the end of each of its fiscal quarters, deliver to the Secured Party a certificate of a Responsible Officer setting forth evidence of the maintenance of such sufficient reserves as required herein and any other financial statements or records as the Secured Party may require or request with respect to such program of self-insurance.

(c) The Borrower shall cause the Secured Party and the Lenders party to the Loan Agreement on the date hereof to be named as an additional insured and shall cause the Secured Party to be named as loss payee for the benefit of the Lenders under all policies of insurance maintained pursuant to the provisions of this Section 3.2; provided that all claims by the Lenders shall be made through the Secured Party. The Borrower shall deliver to the Secured Party (i) on the Closing Date, evidence in form and substance satisfactory to the Secured Party of such insurance policies, and (ii) thereafter, thirty (30) days prior written notice before any cancellation, expiration, cessation, reduction in amount or change in coverage thereof shall become effective. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to the Secured Party, that (i) it will give the Secured Party thirty (30) days' prior written notice of the effective date of any material alteration or cancellation of such policy; and (ii) insurance as to the interest of any named additional insured or loss payee other than the Borrower shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of the Borrower or any Person other than the Secured Party with respect to such policy or policies.

(d) Upon request by the Secured Party, the Borrower shall deliver or cause to be delivered to the Secured Party a current certificate of insurance, or certified copy thereof, evidencing the insurance coverage required to be maintained by the Equipment Lessees pursuant to the Equipment Leases.

Section 3.3 Preservation of Collateral.

(a) The Borrower will warrant and defend, at its own cost and expense, the title to the Collateral against all claims and demands of all Persons, except Persons claiming by, through or under the Secured Party or any Lender, Participant or Transferee and other than with respect to Permitted Liens. The Borrower will not assign, sell, lease, transfer or otherwise dispose of, nor will the Borrower suffer or permit any of the same to occur with respect to the Collateral except as provided in Section 5.2(b). The Borrower will not create, assume or suffer to exist any Lien on the Collateral other than Permitted Liens, and the Borrower shall promptly

pay or discharge, at its own cost and expense, any and all Liens other than Permitted Liens. As used herein, "Lien" shall mean any mortgage, pledge, security interest, encumbrance, lien or charge of any kind. As used herein, "Permitted Liens" shall mean:

(i) the Liens created by and pursuant to this Security Agreement and by the Equipment Leases or any Replacement Leases;

(ii) the Liens arising from taxes, assessments or governmental charges or levies either not yet assessed or, if assessed not yet due or contested in good faith by appropriate proceedings (and for which adequate reserves have been made in the Borrower's books in accordance with GAAP consistently applied or, when required in order to pursue such proceedings, an adequate bond has been obtained) so long as such proceedings, in the reasonable judgment of the Secured Party, cannot reasonably be expected to result in the sale, forfeiture or loss of any Item of Equipment or in any material adverse effect on any right, title or interest of the Secured Party or the Lenders in the Collateral taken as a whole;

(iii) mechanics', materialmen's, suppliers', warehousemen's, workmen's, repairmen's, employees', or other like Liens arising by operation of law in the ordinary course of business for amounts which are either not yet due or are not yet overdue for more than fifteen (15) days or are being contested in good faith by appropriate proceedings (and for which adequate reserves have been made in the Borrower's books in accordance with GAAP consistently applied or when required in order to pursue such proceedings, an adequate bond has been obtained) so long as such proceedings, in the reasonable judgment of the Secured Party, cannot reasonably be expected to result in the sale, forfeiture or loss of any Item of Equipment or in any material adverse effect on any right, title or interest of the Secured Party or the Lenders in the Collateral taken as a whole; and

(iv) the Liens arising out of judgments or awards against the Borrower which are being contested in good faith by appropriate proceedings (and for the payment of which an adequate bond has been obtained) and with respect to which there shall have been secured a stay of execution pending such appeal or proceedings for review, so long as such proceedings, in the reasonable judgment of the Secured Party, cannot reasonably be expected to result in the sale, forfeiture or loss, of any Item of Equipment or in any material adverse effect on any right, title or interest of the Secured Party or the Lenders in the Collateral taken as a whole.

(b) The Borrower shall advise the Secured Party promptly, in reasonable detail and in writing, of any Lien or claim made or asserted against any of the Collateral and of any event affecting the Secured Party's security interest in the Collateral.

Section 3.4 Further Assurances. The Borrower will, at its own expense, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary for the perfection and maintenance of the perfection of the security interests in the Collateral, whether now owned or hereafter acquired, (a) with the United States Surface Transportation Board, (b) pursuant to the applicable Uniform Commercial Code, and (c) with the Registrar General of Canada, pursuant to the Canada Transportation Act, each as the Secured Party may reasonably consider necessary or desirable.

Section 3.5 Recordation and Filing.

(a) The Borrower will (i) cause this Security Agreement and any amendments or supplements hereto at all times to be executed, recorded and filed, at no expense to the Secured Party, with the United States Surface Transportation Board and with the Registrar General of Canada and all UCC financing and continuation statements to be filed with the Department of Treasury of the State of New Jersey with respect to the Collateral, and will cause such documents and all similar notices required by applicable law to be filed in such other jurisdictions and with such other Federal, state, provincial or local government or agency thereof where the Secured Party reasonably deems it necessary or desirable to perfect, protect, or preserve its lien on the Collateral, in order to fully preserve and protect the rights of the Secured Party hereunder; and (ii) at its own expense, furnish to the Secured Party promptly after the execution and delivery of any amendment or supplement to this Security Agreement, opinions of each of in-house counsel to the Borrower and its Affiliates, Alvord and Alvord, special Surface Transportation Board counsel to the Borrower, and Aird & Berlis, special Canadian counsel to the Borrower, and Stryker Tams & Dill, LLP, special New Jersey counsel to the Borrower, which opinions shall be in form and substance reasonably satisfactory to the Secured Party.

(b) The Borrower hereby authorizes the Secured Party, and grants to the Secured Party a power of attorney, to execute, authenticate and file all such documents (including, without limitation, the filing of this Security Agreement and any supplements thereto, and any UCC financing statements, amendments thereto or continuations thereof) which are necessary, in the reasonable judgment of the Secured Party, to perfect, protect, or preserve the liens and security interests created hereunder, and the Secured Party agrees to promptly provide the Borrower with copies of all such documents. This authorization shall be deemed to be in accordance with all the requirements of the UCC, and no further authorization shall be deemed required.

Section 3.6 Power of Attorney. The Borrower does hereby irrevocably constitute and appoint the Secured Party and its successors and assigns, upon the occurrence and during the continuance of an Event of Default, its true and lawful attorney with full power of substitution for it and in its name, place and stead, to ask, demand, collect, receive, receipt for and sue for any and all Equipment Lease Proceeds hereof with full power to settle, adjust or compromise any claim thereunder as fully as the Borrower could itself do, and to endorse the name of the Borrower on all instruments or commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Borrower or otherwise, which the Secured Party may deem necessary in its reasonable discretion to perfect, protect and preserve the right, title and interest of the Secured Party in and to such Equipment Lease Proceeds and the security intended to be afforded hereby.

(b) The parties acknowledge that the powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and that anything herein contained to the contrary notwithstanding, neither the Secured Party nor the Lenders nor their respective agents, successors or assigns shall have any duty, obligation or liability by reason of or arising out of this Security Agreement to make any inquiry as to the nature or sufficiency of, to present

or file any claim with respect to, or to take any action to collect or enforce the payment of, any amounts to which it may be entitled at any time by virtue of this Security Agreement.

Section 3.7 Legal Name; Organizational Number; Chief Executive Office. The Borrower's legal name is as set forth in the preamble of this Security Agreement. The Borrower's state issued organizational number is 0691715. The chief executive office of the Borrower is located at 620 North Second Street, St. Charles, Missouri 63301 and all the records related to the Equipment and the Equipment Leases are kept in said office.

Section 3.8 Acquisition of Interest in the Equipment. The Borrower has acquired its interest in the Equipment for its own account and with its general corporate assets, and no funds used to acquire any Item of Equipment have been furnished directly or indirectly out of the assets of or in connection with any employee benefit plan (or its related trust) or any separate account in which any employee benefit plan has any interest, as determined in accordance with ERISA and the U.S. Department of Labor regulations and guidance thereafter. As used in this Section 3.8, the terms "employee benefit plan" and "separate account" shall have the respective meanings assigned to them in ERISA.

Section 3.9 Compliance with Laws. The Borrower shall comply, and use its commercially reasonable efforts to cause each of the Equipment Lessees to comply, in all material respects, with all acts, rules, regulations and orders of any legislative, administrative or judicial body or official applicable to the Collateral or any part thereof, or to the operation of the Borrower's business (including all laws of the jurisdictions in which operations involving the Equipment may extend, the interchange rules of the AAR and all rules of the United States Surface Transportation Board) and the Registrar General of Canada; provided, however, that the Borrower may contest any acts, rules, regulations, orders and directions of such bodies or officials in any reasonable manner which will not, in the reasonable opinion of the Secured Party adversely affect the rights of the Secured Party and of the Lenders hereunder or under the other Loan Documents, their interest in the Collateral or the validity or priority of the Secured Party's Lien on the Collateral.

Section 3.10 Right to Inspect the Collateral. Once every twelve (12) month period (except if a Default or Event of Default has occurred and is occurring, in which case, at any reasonable time), the Secured Party (or any Person designated by the Secured Party that is neither an operating lessor of Rolling Stock or a competitor of the Borrower nor an Affiliate of any Person who is an operating lessor of Rolling Stock or a competitor of the Borrower) shall have the right (but not any obligation) to inspect, and the Borrower shall, at the request of the Secured Party, cause to be exhibited to the Secured Party or any such Person so designated by the Secured Party for purposes of such inspection, any portion of the Collateral located on the premises of Borrower or American Railcar Industries, Inc. or at any junction at the time of such inspection. Such inspection shall be at the Lenders' expense unless a Default or Event of Default has occurred and is continuing, in which case, the Borrower shall bear the cost and expense of such inspections.

Section 3.11 Reports.

(a) On or before December 31, in each year, commencing with the calendar year 2003, the Debtor shall furnish to the Secured Party an accurate report in substantially the

form attached hereto as Exhibit D (i) setting forth as of the date of such report the amount, description and numbers of all Items of Equipment then covered by each Equipment Lease, the amount, description and numbers of all Items of Equipment that have suffered an Equipment Casualty Loss during the preceding calendar year or, in the case of the first such statement, since the date of this Security Agreement (specifying the dates of such Equipment Casualty Loss) or, to the knowledge of the Borrower, that are then undergoing repairs (other than running repairs) or that are then withdrawn from use pending repairs (other than running repairs), and (ii) stating that, in the case of all Items of Equipment repainted or repaired during the period covered by such statement, the numbers and the marking required by Section 3.12 and the Equipment Leases have been preserved or replaced. In addition to the foregoing, the Borrower shall furnish to the Secured Party written notice upon the next occurring date of March 31, June 30, September 30, and December 31 in any given year with respect to any Item of Equipment that has undergone an Equipment Casualty Loss during such period, specifying the type and extent of damage and, if applicable, the ongoing or proposed efforts to repair each such Item of Equipment. The Borrower shall keep books and records with respect to the Equipment and each Equipment Lease and the other Collateral covered thereby in the manner that it keeps such books and records in the ordinary course of its business.

(b) The Secured Party (or any Person designated by the Secured Party that is neither an operating lessor of Rolling Stock or a competitor of the Borrower nor an Affiliate of any Person who is an operating lessor of Rolling Stock or a competitor of the Borrower) shall have the right (but not any obligation) to audit, review and inspect the chattel paper originals Equipment Leases, the Borrower's books, records, and logs with respect to the Collateral (and the right to make extracts from and to receive from the Borrower true copies of such records relating to the Collateral) at such reasonable times as the Secured Party may request during the continuance of this Security Agreement. Such audit, review or inspection shall be at the Lenders' expense unless a Default or Event of Default has occurred and is continuing, in which case, the Borrower shall bear the cost and expense of the foregoing.

Section 3.12 Marking of Equipment.

(a) The Borrower will cause each Item of Equipment to be kept numbered with the identifying number set forth in Schedule A hereto, and at the request of the Secured Party if the Secured Party determines that it is necessary in order to perfect, protect or preserve its first priority security interest in and Lien on the Collateral, the Borrower shall keep and maintain plainly, distinctly, permanently and conspicuously marked on each side of each Item of Equipment, in letters not less than one inch in height, the words, "Ownership subject to a Security Agreement filed with the United States Surface Transportation Board". The Borrower shall not change, or permit to be changed, the identifying number of any Item of Equipment except in accordance with a statement of new identifying numbers to be substituted therefor after the Secured Party has been notified in writing and which statement shall be filed, recorded or deposited in all public offices where this Security Agreement shall have been filed, recorded or deposited. The Borrower shall forthwith furnish to the Secured Party an opinion of Alvord and Alvord, special Surface Transportation Board counsel to the Borrower, and of Aird & Berlis, special Canadian counsel to the Borrower in form and substance satisfactory to the Secured Party to the effect that such statement has been so filed, recorded and deposited, such filing, recordation and deposit will protect the Secured Party's first priority security interest in and Lien

on such Items of Equipment and no further filing, recording, deposit or giving of notice with or to any other Federal, state or local government or agency thereof is necessary to perfect, protect, or preserve the security interest and Lien of the Secured Party in such Items of Equipment.

(b) Except as above provided, the Borrower will not allow (i) the car numbers of the Equipment to be changed unless an amendment to this Security Agreement is entered into to amend Schedule A to reflect such changed numbers in connection with a Replacement Lease pursuant to Section 5.2; (ii) the name or insignia of any Person (other than the Borrower) or any other mark to be placed on the Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Borrower may permit the Equipment to be lettered with the name, trademarks, initials or other insignia that is not prohibited under the respective Equipment Lease, as long as such lettering does not affect the Collateral and the security interest of the Secured Party therein; or (iii) any sublessee or user to sublease or use the Equipment except in accordance with the terms of the Equipment Leases pursuant to agreements that are expressly subject and subordinate to this Security Agreement, provided that the Equipment Lessees remain primarily liable for the performance of the Equipment Leases.

Section 3.13 Use of Equipment. The Equipment will be used only by the Equipment Lessees or by a sublessee or user incorporated in the United States of America (or any State thereof or the District of Columbia) or Canada (or any Province thereof) upon lines of a railroad owned or operated by a railroad company or companies incorporated in the United States of America (or any State thereof or the District of Columbia) or Canada (or any Province thereof) or over lines upon which such railroad company or companies have trackage rights or rights for operation of their trains, and, upon connecting with other carriers, in the usual interchange of traffic in the continental United States and Canada, only upon and subject to all the terms and conditions of Equipment Leases.

Section 3.14 Environmental Compliance.

(a) Except in compliance with all Environmental Laws, the Borrower shall not cause, permit or suffer, and the Borrower shall use reasonable efforts not to allow the Equipment Lessee or any user to cause, permit or suffer, any Hazardous Substance to be transported, kept or stored, in any, or discharged or released from, any Item of Equipment, if the same is reasonably likely to or does result in any Material Environmental Contamination or Material Environmental Claim.

(b) The Borrower shall not create or suffer to exist, nor allow the Equipment Lessees to create or suffer to exist, with respect to any Item of Equipment, any Lien imposed pursuant to Section 107(f) of CERCLA or any similar state statute.

(c) Notwithstanding the obligation of the Borrower to indemnify the Secured Party and the Lenders pursuant to this Security Agreement from and against any Environmental Claims and any Environmental Contamination, the Borrower agrees at its sole cost and expense to (i) give notice of any Environmental Claim and any Environmental Contamination to the Secured Party promptly with a full description thereof; (ii) to the extent required by applicable law, properly notify appropriate governmental authorities; (iii) take all steps necessary to promptly clean up, remove, abate and remediate any and all Environmental Contamination so as to fully and finally resolve all such Environmental Claims, in accordance with all applicable

Environmental Laws and any orders from the United States Environmental Protection Agency (“EPA”) and any other governmental authorities as may have jurisdiction thereof; (iv) provide the Secured Party with reasonably satisfactory evidence of such compliance, which evidence shall include, if available, a certification from the EPA and such other governmental authorities as may have jurisdiction thereof that all of the Environmental Contamination has been cleaned up, and any and all related Environmental Claims have been fully and finally resolved, to the satisfaction of those agencies; and (v) provide the Secured Party with copies, promptly upon receipt or transmission thereof, of all communications regarding such Environmental Contamination or Environmental Claims received by the Borrower from or sent by the Borrower to private parties or governmental authorities that enforce or administer the Environmental Laws, subject, in the case of subsections (i)-(iv) above, to the Borrower’s right to contest in good faith in any reasonable manner such Environmental Claims or the existence of any Environmental Contamination to the extent that in the Secured Party’s reasonable opinion, such contest will not cause an unreasonable risk of loss, forfeiture or sale of, or unreasonable risk of imposition of a Lien (other than a Permitted Lien) on any Item of Equipment or interfere with the due payment by the Borrower as provided herein of any interest, principal or other amount payable by the Borrower under the Loan Documents or an unreasonable risk of a liability that the Secured Party reasonably believes the Borrower will not be financially able to pay, taking into consideration any insurance coverage or indemnity rights available to the Borrower.

ARTICLE IV

SPECIAL PROVISIONS CONCERNING EQUIPMENT LEASES

Section 4.1 Borrower’s Rights Under Equipment Leases. Anything to the contrary notwithstanding, until the occurrence and continuance of an Event of Default, and subject to any limitations set forth in Sections 3.9 and 4.2, the Borrower may exercise all of the Borrower’s rights, powers, privileges and remedies under the Equipment Leases, including, without limitation, the right to receive any and all monies due or to become due under the Equipment Leases subject to Section 5.2.

Section 4.2 Modifications of Equipment Leases. Notwithstanding anything to the contrary herein or in any of the other Loan Documents, without the prior consent of the Secured Party, which consent shall be unreasonably withheld or delayed, the Borrower will not: (a) permit a Material modification (provided, that for the purposes of this Section 4.2 and not in limitation of the definition of “Material” herein, a modification shall be deemed Material if the affected provision or provisions concern the payment of rent or any other amount to be paid by Equipment Lessee, including the periodicity, amounts, amortization or maximum term of rent payments) of the Equipment Leases, or (b) consent to the creation or existence of any security interest or other Lien to secure the payment of indebtedness upon the leasehold estate created by the Equipment Leases or any part thereof (other than through Permitted Liens), provided that this limitation is not intended to limit the Borrower’s right to finance any lease, including any master lease, relating to the Equipment, or (c) collect any rental payment under the Equipment Leases more than thirty (30) days prior to the date for payment thereof provided for by the Equipment Lessees or extend any time for payment, or (d) grant any material waiver or consent under the Equipment Leases, or (e) settle or compromise any material claim against any Equipment Lessee arising under the Equipment Leases, or (f) submit or consent to the submission of any material

dispute, material difference or other material matter arising under or in respect of the Equipment Leases to arbitration thereunder.

ARTICLE V

COLLATERAL

Section 5.1 Possession of Collateral. So long as no Event of Default has occurred and is continuing, the Borrower and each Equipment Lessee shall be permitted to remain in full possession, enjoyment and control of the Equipment and to manage, operate and use the Equipment and each part thereof with the rights and franchises pertaining to the Equipment; provided always that the possession, enjoyment, control and use of the Equipment shall at all times be subject to the observance and performance of this Security Agreement.

Section 5.2 Lease Termination; Lease Default; Equipment Casualty Loss; Insurance Proceeds; Cash Collateral Account.

(a) The Borrower shall notify the Secured Party, (which notice is to be given no more frequently than once a calendar month), if a Responsible Officer or other Person with responsibility for monitoring the Borrower's Rolling Stock, including the Equipment, has knowledge (the date when such Person first has such knowledge, a "Casualty Date") of an Equipment Casualty Loss in excess of \$400,000.00 in the aggregate.

(b) If (i) any Equipment Lease expires or earlier terminates or otherwise ceases to be in effect for any reason or (ii) a Material default occurs thereunder (provided, that for the purposes of this Section 5.2(b) and not in limitation of the definition of "Material" herein, a default shall be deemed Material if the default concerns the payment of rent or any other amount to be paid by any Equipment Lessee, including the periodicity, amounts, amortization or maximum term of rent payments) which is not cured within 90 days (each such lease described in clauses (i) and (ii) above, an "Expired Lease"), then the Borrower shall notify the Secured Party of such Material default and shall, at the Borrower's option, within 120 days of the occurrence of such expiration, termination or Material default, (1) renew such Equipment Lease and deliver a certified copy of such renewal to the Secured Party, or (2) without paying or being obligated to pay any penalties or fees, which penalties or fees include, without limitation, any Make Whole Amount or Prepayment Fee in respect thereof or any other amount owing pursuant to Section 2.6 of the Loan Agreement as a result of such prepayment, pay the Secured Party on a Payment Date an amount, in immediately available, good collected funds, (the "Expired Lease Proceeds") equal to the outstanding principal balance of the Notes allocated to the Items of Equipment that were subject to the Expired Lease (determined by multiplying (A) the fraction, expressed as a decimal, the numerator of which is the outstanding principal balance of the Notes and the denominator of which is the total number of Items of Equipment, by (B) the total number of Items of Equipment that were subject to the Expired Lease), or (3) deposit into the Cash Collateral Account the Expired Lease Proceeds, or (4) enter into an amendment to this Security Agreement in the form of the document attached hereto as Exhibit E, which amendment shall be in recordable form with the United States Surface Transportation Board and the Registrar General of Canada and which grants to the Secured Party a security interest and Lien on Replacement Units subject to one or more Replacement Leases in lieu of the Items of Equipment that were subject to the Expired Lease so that after taking into account such Replacement Units,

the fair market value of all of the railcars then subject to the Lien of this Security Agreement equals or exceeds the Appraised Value, and together therewith deliver to the Secured Party (1) the chattel paper originals of such Replacement Leases to the extent such Replacement Leases consist of entire schedules and not portions of schedules and otherwise certified copies thereof, (2) an executed Notice of Assignment with respect thereto to the extent not previously delivered, (3) an insurance certificate from the applicable Equipment Lessee with respect to the Replacement Units, (4) opinions similar to those delivered on the Closing Date, and (5) replacement Schedules A and B to the Loan Agreement, as appropriate.

(c) If an Equipment Casualty Loss has occurred with respect to one or more Items of Equipment in excess of \$400,000.00 in the aggregate, then the Borrower shall, at its option, within 90 days after the last in time Casualty Date, (i) without paying or being obligated to pay any penalties or fees, which penalties or fees include, without limitation, any Make Whole Amount or Prepayment Fee in respect thereof or any other amount owing pursuant to Section 2.6 of the Loan Agreement as a result of such prepayment, pay the Secured Party on a Payment Date an amount, in immediately available, good collected funds, equal to the outstanding principal balance of the Notes allocated to the Items of Equipment that were subject to the Equipment Casualty Loss (determined by multiplying (A) the fraction, expressed as a decimal, the numerator of which is the outstanding principal balance of the Notes and the denominator of which is the total number of Items of Equipment, by (B) the total number of Items of Equipment that were subject to the Equipment Casualty Loss), or (ii) enter into an amendment to this Security Agreement in the form of the document attached hereto as Exhibit E, which amendment shall be in recordable form with the United States Surface Transportation Board and the Registrar General of Canada and which grants to the Secured Party a security interest and Lien on Replacement Units subject to one or more Replacement Leases in lieu of the Items of Equipment that were subject to the Equipment Casualty Loss so that after taking into account such Replacement Units, the fair market value of all of the railcars then subject to the Lien of this Security Agreement equals or exceeds the Appraised Value, and together therewith deliver to the Secured Party (1) the chattel paper originals of such Replacement Leases to the extent such Replacement Leases consist of entire schedules and not portions of schedules and otherwise certified copies thereof, (2) an executed Notice of Assignment with respect thereto to the extent not previously delivered, (3) an insurance certificate from the applicable Equipment Lessee with respect to the Replacement Units, (4) opinions similar to those delivered on the Closing Date, and (5) replacement Schedules A and B to the Loan Agreement, as appropriate.

(d) Upon the taking by the Borrower of the actions set forth in paragraphs (b) and (c) of this Section 5.2, then so long as no Default or Event of Default has occurred and is occurring, (x) the Secured Party, at the request and expense of the Borrower, shall take such actions as may reasonably be requested by the Borrower in order to release the Items of Equipment that were subject to an Expired Lease, Equipment Casualty Loss or Defaulted Lease, as applicable, (and the related Equipment Lease to the extent that no Items of Equipment thereunder remain subject to the Lien of this Security Agreement) from the Lien of this Security Agreement, including the delivery to the Borrower of releases in recordable form with the United States Surface Transportation Board and the Registrar General of Canada in the form of the release attached hereto as Exhibit A and UCC-3 Financing Statement Amendments; (y) the Borrower shall be entitled to receive, free of the Secured Party's Lien hereunder, any insurance proceeds, lessee payments, railroad payments or other casualty recoveries ("Casualty

Payments”) received by the Secured Party solely to the extent they relate to the Items of Equipment that have been released from the Lien of this Security Agreement; and (z) the Secured Party shall pay over to the Borrower any and all Casualty Payments received by the Secured Party relating to such Items of Equipment.

(e) Upon the occurrence of any Equipment Casualty Loss, the Borrower shall cause all Casualty Loss Proceeds in respect thereof to be paid directly to the Secured Party. All such Casualty Loss Proceeds shall be deposited by the Secured Party into a special cash collateral account (the “Cash Collateral Account”) maintained by the Secured Party in the name of the Secured Party for the benefit of the Lenders and held as additional collateral for the payment of the Obligations. Upon compliance by the Borrower with Section 5.2(c) above, the Secured Party shall electronically transfer on the date of such compliance if practicable (but in no event later than the next Business Day) all insurance proceeds then held in the Cash Collateral Account that were specifically identified by the payer thereof as relating to the Items of Equipment that were subject to the Equipment Casualty Loss to an account designated by the Borrower. All amounts from time to time on deposit in the Cash Collateral Account shall, so long as no Default or Event of Default shall have occurred or be continuing, be invested by the Secured Party at the direction of the Borrower in certificates of deposit with such maturities as the Borrower shall reasonably request, and at all other times as the Secured Party may determine in its sole discretion. Notwithstanding the provisions of this Section 5.2, upon the occurrence and during the continuance of any Default or Event of Default, the Secured Party shall apply amounts on deposit in the Cash Collateral Account to the payment of the Obligations in accordance with the provisions of Section 2.10(b) of the Loan Agreement.

ARTICLE VI

SECURED PARTY’S RIGHTS

Section 6.1 Secured Party’s Rights. Subject to the last paragraph of this Section 6.1, the Borrower agrees that when any Event of Default has occurred (whether or not declared to be such by the Secured Party) and is continuing and at any time thereafter, the Secured Party shall have the right (but not the obligation) to elect any of the following rights and remedies:

(a) The Secured Party shall have all the rights and remedies of a secured party under the rules of United States Surface Transportation Board, the Canada Transportation Act and under the UCC.

(b) The Secured Party personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Borrower, with or without notice, demand, process of law or legal procedure, if this can be done without breach of the peace, and search for, take possession of, remove, keep and store the Collateral, or use and operate or lease the Collateral until sold, and the Borrower shall, promptly upon demand by the Secured Party, deliver, or cause to be delivered, at the Borrower’s own cost and expense, possession of the Equipment to the Secured Party or its agents where the same may be found or

at such place or places as the Secured Party may reasonably require in the condition and otherwise in accordance with the terms of Section 3.1. Notwithstanding anything hereunder to the contrary, so long as no Event of Default has occurred and is continuing unremedied, the original Equipment Leases set forth on Schedule B to the Loan Agreement from time to time shall remain at the chief executive offices of the Borrower; provided, however, that in the event an Event of Default has occurred and is continuing, the Borrower shall provide to the Secured Party all relevant information that the Secured Party may request regarding all other lenders having an interest in such Equipment Leases and, if requested by all lenders with a security interest in any one or more of such Equipment Leases, deliver the original of such Equipment Leases to a trustee, agent or other custodian agreed upon by such lenders.

(c) Any Collateral repossessed by or delivered to the possession of the Secured Party under or pursuant to this Section 6.1 may be sold, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Secured Party may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable. Any of the Collateral may be sold, leased or otherwise disposed of, in the condition in which the same existed when taken by the Secured Party or after any overhaul or repair which the Secured Party shall determine to be commercially reasonable, which overhaul or repair shall be at the Borrower's expense. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than 10 days' prior written notice to the Borrower specifying the times at which such disposition is to be made and the intended sale price or other consideration therefor. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than 10 days' prior written notice to the Borrower specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction after publication of notice of such auction not less than 10 days prior thereto in two newspapers in general circulation in the City of New York. To the extent permitted by law, the Secured Party may itself bid for and become the purchaser of the Collateral or any item thereof, offered for sale in accordance with this Section without accountability to the Borrower (except to the extent of surplus money received as provided in Section 6.3). In the payment of the purchase price therefor, the Secured Party shall be entitled to have a credit against the purchase price for the amount of the Obligations. If, under mandatory requirements of applicable law, the Secured Party shall be required to make disposition of the Collateral within a period of time which does not permit the giving of notice to the Borrower as hereinabove specified, the Secured Party need give the Borrower only such notice of disposition as shall be reasonably practicable in view of such mandatory requirements of applicable law.

(d) The Secured Party may exercise all rights and remedies of the Borrower under the Equipment Leases, including the right to collect and receive all payments payable thereunder and otherwise exercise the rights of the Borrower under the Equipment Leases with respect to the Equipment (but only upon the occurrence of and during the continuance of an Event of Default).

(e) The Secured Party may demand, and shall receive, payment of all Casualty Loss Proceeds and all other amounts in the Cash Collateral Account.

(f) The Secured Party may proceed to enforce this Security Agreement by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral or any part thereof, for the recovery of damages for the breach hereof or for the recovery of judgment for the indebtedness hereby secured or for the enforcement of any other legal or equitable remedy available at equity or under applicable law.

Notwithstanding anything herein to the contrary, the Secured Party agrees that before releasing, selling or otherwise disposing of the Collateral, the Secured Party shall make demand on ACF Holding for payment under the ACF Holding Guaranty. If ACF Holding pays in full the Obligations within three (3) Business Days after such demand, the Secured Party shall comply with the provisions of Section 7.5. If ACF Holding fails to timely make such payment, the Secured Party may proceed to release, sell or otherwise dispose of the Collateral or otherwise exercise its rights and remedies hereunder.

Section 6.2 Effect of Sale. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Borrower in and to the property sold and shall be a perpetual bar, both at law and in equity, against the Borrower, its successors and assigns, and against any and all persons claiming the property sold, or any part thereof under, by or through the Borrower, its successors or assigns.

Section 6.3 Application of Sale Proceeds. The proceeds of any sale, lease or other disposition of the Collateral, or any part thereof, and the proceeds of any other remedy hereunder shall be paid to and applied as follows:

(a) First, to the payment of all costs and expenses, including those of foreclosure or suit, if any, and of such sale, and of all proper expenses, liability and advances, including legal expenses and reasonable attorneys' fees, incurred or made hereunder, under the Notes, or under the Loan Agreement or the other Loan Documents, by the Secured Party or the Lenders;

(b) Second, to the payment of amounts owed to the Secured Party and the Lenders in accordance with the provisions of Section 2.10(b) of the Loan Agreement; and

(c) Third, to the payment of the surplus, if any, to the Borrower, its successors and assigns, or to whosoever may be lawfully entitled to receive the same.

Section 6.4 Discontinuance of Remedies. In case the Secured Party shall have proceeded to enforce any right under this Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then, and in every such case, the Borrower and the Secured Party shall be restored to their former respective positions and rights hereunder with respect to the property subject to the security interest created under this Security Agreement.

Section 6.5 Cumulative Remedies. No delay or omission of the Secured Party to exercise any right or power arising from any default on the part of the Borrower, shall exhaust or

impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Secured Party of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default or to impair the rights resulting therefrom except as may be otherwise provided herein. The Secured Party may exercise any one or more or all of the remedies hereunder. No remedy is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing now or hereafter at law or in equity; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Secured Party be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

Section 6.6 Indemnity. The Borrower agrees to indemnify, protect and hold harmless the Lenders, the Secured Party, any Transferees, any Participants and their respective successors, assign, directors, officers, employees, agents or representatives (each a "Indemnified Party") from and against all losses, damages, injuries, liabilities, claims (including, without limitation, claims arising under strict liability in torts), suits, obligations, penalties, actions, judgments, costs, interest and demands of any kind or nature whatsoever (all the foregoing losses, damages etc. are the "indemnified liabilities"), and expenses in connection therewith (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnified Party in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnified Party shall be designated a party thereto, and the expenses of investigation by engineers, environmental consultants and similar technical personnel) arising out of, in connection with or as the result of (i) the operation, use, condition, possession, lease, sale or disposition of any of the Collateral, or (ii) any laws, rules or regulations, including, without limitation, environmental control, noise and pollution laws, or rules or regulations governing the entering into or the performance of this Security Agreement, the Loan Agreement, the Notes, and the other Loan Documents, or the enforcement of any rights thereunder, or (iii) the retention by the Secured Party of a security interest in the Collateral, or (iv) any delivery, rejection, storage or repossession of any of the Equipment, or (v) the transfer of a security interest in the Collateral by the Secured Party pursuant to any of the provisions of this Security Agreement; provided, however, that the Borrower shall have no obligation to so indemnify any Indemnified Party for any indemnified liabilities arising solely from its willful misconduct or gross negligence. The foregoing indemnity shall survive the termination of this Security Agreement and the Loan Agreement and payment in full of the Obligations.

Section 6.7 Costs and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Secured Party, in connection with the filing or recording of this Security Agreement, financing statements and other documents (including all taxes in connection with the filing and recording of such documents) in public offices, the payment or discharge of any taxes relating to the Collateral or imposed upon the Borrower, insurance premiums, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or the enforcing, foreclosing, retaking, holding, storing, processing, selling or otherwise realizing upon the Collateral and the Secured Party's security interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions or proceedings arising out of or related to the transaction to

which this Security Agreement relates, shall be borne and paid by the Borrower on demand by the Secured Party and until so paid shall be added to the Obligations and shall bear interest at the Default Rate.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Successors and Assigns. The Borrower shall not assign any of its rights or obligations hereunder other than pursuant to a transaction that does not violate Section 5.1(h) of the Loan Agreement. The right, title, interest and obligations of the Secured Party hereunder may be freely assigned by the Secured Party. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and permitted assigns of such party; and all the covenants, promises and agreements in this Security Agreement contained by or on behalf of the Borrower or by or on behalf of the Secured Party shall bind and inure to the benefit of the respective successors and permitted assigns of such parties, of the Lenders and their respective successors and assigns whether so expressed or not.

Section 7.2 Entire Agreement. This Security Agreement, together with the other Loan Documents and other agreements referred to herein, constitute the entire understanding between the parties with respect to the subject matter hereof. All prior agreements, understandings, representations, warranties and negotiations with respect to the subject matter hereof, if any, are merged into this Security Agreement and the other Loan Documents. This Security Agreement cannot be changed or terminated orally.

Section 7.3 Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid, which shall remain in full force and effect.

Section 7.4 Notices. All notices and communications provided for herein shall be given to such parties, at such addresses and in such manner as is provided in the Loan Agreement.

Section 7.5 Termination. This Security Agreement and the security interest granted hereby shall terminate when the Obligations have been fully paid or discharged (provided, however, that such full payment or discharge of the Obligations by ACF Holding shall not be deemed to require such termination, unless such termination is required by applicable law or requested by ACF Holding in writing), at which time the Secured Party shall, at the Borrower's expense, execute and deliver to the Borrower all Uniform Commercial Code termination statements and such similar documents or proper instrument or instruments which the Borrower shall reasonably request to evidence such termination and the release of Collateral, including, without limitation, (i) releases in recordable form under the rules of United States Surface Transportation Board and the Canada Transportation Act in substantially the form of the release attached hereto as Exhibit A, and (ii) the omnibus release and termination in substantially the form of the release attached hereto as Exhibit B. Upon the release of this Security Agreement after the Obligations have been fully paid or discharged, all amounts then deposited in the Cash Collateral Account shall be electronically transferred to an account designated by the Borrower. Notwithstanding anything herein to the contrary, Section 6.6 (Indemnity) of this Security

Agreement and Sections 2.13, 5.1(d) and 9.8 (Indemnity) of the Loan Agreement, shall survive the termination of this Security Agreement and the payment and performance in full of the Obligations.

Section 7.6 GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE UNDER, CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (OTHER THAN THE CONFLICT OF LAW PRINCIPLES THEREOF); PROVIDED, HOWEVER, THAT THE PARTIES SHALL BE ENTITLED TO ALL RIGHTS CONFERRED BY APPLICABLE FEDERAL LAW AND SUCH ADDITIONAL RIGHTS, ARISING OUT OF THE FILING, RECORDING OR DEPOSIT HEREOF, IF ANY.

Section 7.7 Submission to Jurisdiction. Each of the Borrower and the Secured Party hereby irrevocably submits to the nonexclusive jurisdiction of the Supreme Court of the State of New York, New York County, of the United States of America, and to the jurisdiction of the United States District Court for the Southern District of New York, for the purposes of any suit, action or other proceeding arising out of this Security Agreement or the subject matter hereof brought by any party or its successors or assigns, and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by law, in such Federal court, and each party hereto hereby agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Security Agreement or the subject matter hereof may not be enforced in or by such courts. The Borrower hereby generally appoints as its attorney-in-fact, to receive service of process in such action, suit or proceeding, Icahn & Co., Inc., 1 Wall Street Court, New York, New York 10005. The Borrower agrees that (without prejudice to any other lawful method of service) service of process upon such attorney-in-fact shall constitute valid service upon the Borrower or its successors or assigns and may be made by certified mail. The Borrower also agrees to give the Secured Party thirty (30) days advance written notice regarding any change related to such attorney in fact, and so long as any amount remains outstanding and unpaid hereunder, under any Note or the other Loan Documents, to maintain an agent in New York County for the receipt of process as aforesaid. Nothing in this Section 7.7 shall affect the right of the Secured Party or the Lenders to bring any action or proceeding against the Borrower or its property in the courts of any other jurisdiction.

Section 7.8 Counterparts. This Security Agreement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together constituting only one Security Agreement.

Section 7.9 Waiver of Jury Trial. BY ITS SIGNATURE BELOW WRITTEN EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

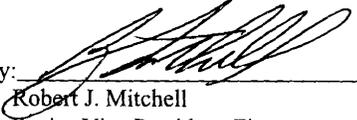
Section 7.10 Bankruptcy. It is the intention of the parties that the Secured Party shall be entitled to the benefits of 11 U.S.C. § 1168 with respect to the right to repossess the

Equipment as provided herein, and in any circumstances where more than one construction of the terms and conditions of this Security Agreement is possible, a construction which would preserve such benefits shall control over any construction which would not preserve such benefits or would render them doubtful. To the extent consistent with the provisions of 11 U.S.C. § 1168 or any analogous section of the Federal bankruptcy laws, as amended from time to time, it is hereby expressly agreed and provided that, notwithstanding any other provision of the Federal bankruptcy laws, as amended from time to time, any right of the Secured Party to take possession of the Equipment in compliance with the provisions of this Security Agreement shall not be affected by the provisions of 11 U.S.C. § 362, 363 or 1129, as amended from time to time, or any analogous provisions of any superseding statute or by any power of the bankruptcy court to enjoin such taking of possession.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

ACF INDUSTRIES, INCORPORATED

By: 
Robert J. Mitchell
Senior Vice President-Finance

STATE STREET BANK AND TRUST COMPANY,
not in its individual capacity but solely as agent

By: _____
Name:
Title:

[Signature Page to Security Agreement
between ACF Industries, Incorporated and
State Street Bank and Trust Company dated as of Dec 20, 2002]

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

ACF INDUSTRIES, INCORPORATED

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

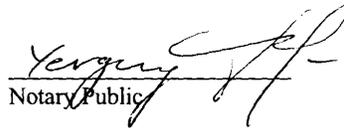
STATE STREET BANK AND TRUST COMPANY,
not in its individual capacity but solely as agent

By: Julia A. Balerna
Name: Julia A. Balerna
Title: Assistant Vice President

[Signature Page to Security Agreement
between ACF Industries, Incorporated and
State Street Bank and Trust Company dated as of Dec 20, 2002]

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

On this 5th day of December, 2002, before me, personally appeared Robert J. Mitchell to me personally known, who being by me duly sworn, says that he resides at Nassau County, New York and is the Senior Vice President of finance of ACF Industries, Incorporated, 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.

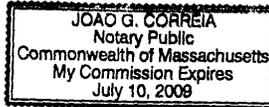

Notary Public

STATE OF Massachusetts
COUNTY OF Suffolk) ss.:

On this 13 day of December, 2002, before me, personally appeared Julia A. Palermo to me personally known, who being by me duly sworn, says that he resides at Needham, MA and is Assistant Vice President of State Street Bank and Trust Company, 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.



Notary Public



SCHEDULE A

Lessee	Contract	Rptg Mark	Car Number
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203732
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203733
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203734
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203735
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203736
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203737
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203738
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203739
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203740
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203741
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203742
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203743
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203744
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203745
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203746
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203747
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203748
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203749
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203750
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203751
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203752
AKZO NOBEL CHEMICALS IN	45100066	SHPX	203753
AKZO NOBEL CHEMICALS IN	45100067	SHPX	220929
ANAMAX CORPORATION	7429	ACFX	87470
ATOFINA	58570043	ACFX	73954
ATOFINA	58570043	ACFX	73955
ATOFINA	58570043	ACFX	73956
ATOFINA	58570043	ACFX	73960
ATOFINA	58570043	ACFX	94208
ATOFINA	58570043	ACFX	94212
ATOFINA	58570043	ACFX	94216
ATOFINA	58570043	ACFX	94217
ATOFINA	58570043	ACFX	94219
ATOFINA	58570043	ACFX	94220
ATOFINA	58570043	ACFX	94221
ATOFINA	58570043	ACFX	94222
ATOFINA	58570043	ACFX	94224
ATOFINA	58570043	ACFX	94225
ATOFINA	58570043	ACFX	94226
ATOFINA	58570043	ACFX	94228
ATOFINA	58570043	ACFX	94229
ATOFINA	58570043	ACFX	94230
ATOFINA	58570043	ACFX	94231
ATOFINA	58570043	ACFX	94232
ATOFINA	58570043	ACFX	94233
ATOFINA	58570043	ACFX	94235
ATOFINA	58570043	ACFX	94236
ATOFINA	58570043	ACFX	94237
ATOFINA	58570043	ACFX	94238
ATOFINA	58570043	ACFX	94239

Lessee	Contract	Rptg Mark	Car Number
ATOFINA	58570043	ACFX	94240
ATOFINA	58570043	ACFX	94246
BARRETTS MINERALS, INC.	73880011	SHPX	43384
BARRETTS MINERALS, INC.	73880011	SHPX	43385
BARRETTS MINERALS, INC.	73880011	SHPX	43389
BARRETTS MINERALS, INC.	73880011	SHPX	43390
BARRETTS MINERALS, INC.	73880011	SHPX	43391
BARRETTS MINERALS, INC.	73880011	SHPX	43397
BARRETTS MINERALS, INC.	73880011	SHPX	43398
BARRETTS MINERALS, INC.	73880011	SHPX	43400
BARRETTS MINERALS, INC.	73880011	SHPX	43401
BARRETTS MINERALS, INC.	73880011	SHPX	43402
BARRETTS MINERALS, INC.	73880011	SHPX	43403
BARRETTS MINERALS, INC.	73880012	SHPX	43419
BARRETTS MINERALS, INC.	73880013	ACFX	42708
BASF CORPORATION CHEMIC	71140028	ACFX	87000
BASF CORPORATION CHEMIC	71140028	ACFX	87001
BASF CORPORATION CHEMIC	71140028	ACFX	87004
BASF CORPORATION CHEMIC	71140028	ACFX	87009
BASF CORPORATION CHEMIC	71140028	ACFX	87014
BASF CORPORATION CHEMIC	71140028	ACFX	87017
BASF CORPORATION CHEMIC	71140028	ACFX	87018
BASF CORPORATION CHEMIC	71140028	ACFX	87020
BASF CORPORATION CHEMIC	71140028	ACFX	87022
BASF CORPORATION CHEMIC	71140028	ACFX	87024
BASF CORPORATION CHEMIC	71140028	ACFX	87025
BASF CORPORATION CHEMIC	71140028	ACFX	88890
BASF CORPORATION CHEMIC	71140065	ACFX	87011
BASF CORPORATION CHEMIC	71140068	SHPX	458761
BASF CORPORATION CHEMIC	71140068	SHPX	458762
BASF CORPORATION CHEMIC	71140068	SHPX	458763
BASF CORPORATION CHEMIC	71140068	SHPX	458764
BASF CORPORATION CHEMIC	71140068	SHPX	458765
BASF CORPORATION CHEMIC	71140068	SHPX	458766
BASF CORPORATION CHEMIC	71140068	SHPX	458767
BASF CORPORATION CHEMIC	71140068	SHPX	458768
BASF CORPORATION CHEMIC	71140068	SHPX	458769
BASF CORPORATION CHEMIC	71140068	SHPX	458770
BASF CORPORATION CHEMIC	71140068	SHPX	458771
BASF CORPORATION CHEMIC	71140068	SHPX	458772
BASF CORPORATION CHEMIC	71140068	SHPX	458773
BASF CORPORATION CHEMIC	71140068	SHPX	458774
BASF CORPORATION CHEMIC	71140068	SHPX	458775
BASF CORPORATION CHEMIC	71140068	SHPX	458776
BASF CORPORATION CHEMIC	71140068	SHPX	458777
BASF CORPORATION CHEMIC	71140068	SHPX	458778
BASF CORPORATION CHEMIC	71140068	SHPX	458779
BASF CORPORATION CHEMIC	71140068	SHPX	458780
BASF CORPORATION CHEMIC	71140068	SHPX	458781
BASF CORPORATION CHEMIC	71140068	SHPX	458782

<u>Lessee</u>	<u>Contract</u>	<u>Rptg Mark</u>	<u>Car Number</u>
BASF CORPORATION CHEMIC	71140068	SHPX	458783
BASF CORPORATION CHEMIC	71140068	SHPX	458784
BASF CORPORATION CHEMIC	71140068	SHPX	458785
BASF CORPORATION CHEMIC	71140068	SHPX	458786
BASF CORPORATION CHEMIC	71140068	SHPX	458787
BASF CORPORATION CHEMIC	71140068	SHPX	458788
BASF CORPORATION CHEMIC	71140068	SHPX	458789
BASF CORPORATION CHEMIC	71140068	SHPX	458790
BASF CORPORATION CHEMIC	71140068	SHPX	458791
BASF CORPORATION CHEMIC	71140068	SHPX	458792
BASF CORPORATION CHEMIC	71140068	SHPX	458793
BASF CORPORATION CHEMIC	71140068	SHPX	458794
BASF CORPORATION CHEMIC	71140068	SHPX	458795
BASF CORPORATION CHEMIC	71140068	SHPX	458796
BASF CORPORATION CHEMIC	71140068	SHPX	458797
BASF CORPORATION CHEMIC	71140068	SHPX	458798
BASF CORPORATION CHEMIC	71140068	SHPX	458799
BASF CORPORATION CHEMIC	71140068	SHPX	458800
BASF CORPORATION CHEMIC	71140068	SHPX	458801
BASF CORPORATION CHEMIC	71140068	SHPX	458802
BASF CORPORATION CHEMIC	71140068	SHPX	458803
BASF CORPORATION CHEMIC	71140068	SHPX	458804
BASF CORPORATION CHEMIC	71140068	SHPX	458805
BASF CORPORATION CHEMIC	71140068	SHPX	458806
BASF CORPORATION CHEMIC	71140068	SHPX	458807
BASF CORPORATION CHEMIC	71140068	SHPX	458808
BASF CORPORATION CHEMIC	71140068	SHPX	458809
BASF CORPORATION CHEMIC	71140068	SHPX	458810
BASF CORPORATION CHEMIC	71140068	SHPX	458811
BASF CORPORATION CHEMIC	71140068	SHPX	458812
BASF CORPORATION CHEMIC	71140068	SHPX	458813
BASF CORPORATION CHEMIC	71140068	SHPX	458814
BASF CORPORATION CHEMIC	71140068	SHPX	458815
BASF CORPORATION CHEMIC	71140068	SHPX	458816
BASF CORPORATION CHEMIC	71140068	SHPX	458817
BASF CORPORATION CHEMIC	71140068	SHPX	458818
BASF CORPORATION CHEMIC	71140068	SHPX	458819
BASF CORPORATION CHEMIC	71140068	SHPX	458820
BASF CORPORATION CHEMIC	71140068	SHPX	458821
BASF CORPORATION CHEMIC	71140068	SHPX	458822
BASF CORPORATION CHEMIC	71140068	SHPX	458823
BASF CORPORATION CHEMIC	71140068	SHPX	458824
BASF CORPORATION CHEMIC	71140068	SHPX	458825
BASF CORPORATION CHEMIC	71140068	SHPX	458826
BASF CORPORATION CHEMIC	71140068	SHPX	458827
BASF CORPORATION CHEMIC	71140068	SHPX	458828
BASF CORPORATION CHEMIC	71140068	SHPX	458829
BASF CORPORATION CHEMIC	71140068	SHPX	458830
BASF CORPORATION CHEMIC	71140068	SHPX	458831
BASF CORPORATION CHEMIC	71140068	SHPX	458832

Lessee	Contract	Rptg Mark	Car Number
BASF CORPORATION CHEMIC	71140068	SHPX	458833
BASF CORPORATION CHEMIC	71140068	SHPX	458834
BASF CORPORATION CHEMIC	71140068	SHPX	458835
BASF CORPORATION CHEMIC	71140068	SHPX	458836
BASF CORPORATION CHEMIC	71140068	SHPX	458837
BASF CORPORATION CHEMIC	71140068	SHPX	458838
BASF CORPORATION CHEMIC	71140068	SHPX	458839
BASF CORPORATION CHEMIC	71140068	SHPX	458840
BASF CORPORATION CHEMIC	71140068	SHPX	458841
BASF CORPORATION CHEMIC	71140068	SHPX	458842
BASF CORPORATION CHEMIC	71140068	SHPX	458843
BASF CORPORATION CHEMIC	71140068	SHPX	458844
BASF CORPORATION CHEMIC	71140068	SHPX	458845
BASF CORPORATION CHEMIC	71140068	SHPX	458846
BASF CORPORATION CHEMIC	71140068	SHPX	458847
BASF CORPORATION CHEMIC	71140068	SHPX	458848
BASF CORPORATION CHEMIC	71140068	SHPX	458849
BASF CORPORATION CHEMIC	71140068	SHPX	458850
BASF CORPORATION CHEMIC	71140068	SHPX	458851
BASF CORPORATION CHEMIC	71140068	SHPX	458852
BASF CORPORATION CHEMIC	71140068	SHPX	458853
BASF CORPORATION CHEMIC	71140068	SHPX	458854
BASF CORPORATION CHEMIC	71140068	SHPX	458855
BASF CORPORATION CHEMIC	71140068	SHPX	458856
BASF CORPORATION CHEMIC	71140068	SHPX	458857
BASF CORPORATION CHEMIC	71140068	SHPX	458858
BASF CORPORATION CHEMIC	71140068	SHPX	458859
BASF CORPORATION CHEMIC	71140068	SHPX	458860
BIOPRODUCTS OF LOUISIAN	7008	SHPX	204789
BORDEN CHEMICAL INC	99660151	SHPX	204625
BORDEN CHEMICAL INC	99660151	SHPX	204626
BORDEN CHEMICAL INC	99660151	SHPX	204627
BORDEN CHEMICAL INC	99660151	SHPX	204628
BORDEN CHEMICAL INC	99660151	SHPX	204629
BORDEN CHEMICAL INC	99660151	SHPX	204630
BORDEN CHEMICAL INC	99660151	SHPX	204631
BORDEN CHEMICAL INC	99660151	SHPX	204632
BORDEN CHEMICAL INC	99660151	SHPX	204633
BORDEN CHEMICAL INC	99660151	SHPX	204634
BORDEN CHEMICAL INC	99660151	SHPX	204635
BORDEN CHEMICAL INC	99660151	SHPX	204636
BORDEN CHEMICAL INC	99660151	SHPX	204637
BORDEN CHEMICAL INC	99660151	SHPX	204638
BORDEN CHEMICAL INC	99660151	SHPX	204639
BORDEN CHEMICAL INC	99660151	SHPX	204640
BORDEN CHEMICAL INC	99660151	SHPX	204641
BORDEN CHEMICAL INC	99660151	SHPX	204642
BORDEN CHEMICAL INC	99660151	SHPX	204643
BORDEN CHEMICAL INC	99660151	SHPX	204644
BP AMOCO CHEMICAL COMPA	7623	SHPX	462379

Lessee	Contract	Rptg Mark	Car Number
BP AMOCO CHEMICAL COMPA	7623	SHPX	462380
BP AMOCO CHEMICAL COMPA	7623	SHPX	462381
BP AMOCO CHEMICAL COMPA	7623	SHPX	462382
BP AMOCO CHEMICAL COMPA	7623	SHPX	462383
BUNGE NORTH AMERICA, IN	75850003	SHPX	203771
BUNGE NORTH AMERICA, IN	75850003	SHPX	203772
BUNGE NORTH AMERICA, IN	75850003	SHPX	203773
BUNGE NORTH AMERICA, IN	75850003	SHPX	203774
BUNGE NORTH AMERICA, IN	75850003	SHPX	203775
BUNGE NORTH AMERICA, IN	75850003	SHPX	203776
BUNGE NORTH AMERICA, IN	75850003	SHPX	203777
BUNGE NORTH AMERICA, IN	75850003	SHPX	203778
BUNGE NORTH AMERICA, IN	75850003	SHPX	203779
BUNGE NORTH AMERICA, IN	75850003	SHPX	203780
BUNGE NORTH AMERICA, IN	75850003	SHPX	203781
BUNGE NORTH AMERICA, IN	75850003	SHPX	203782
BUNGE NORTH AMERICA, IN	75850003	SHPX	203783
BUNGE NORTH AMERICA, IN	75850003	SHPX	203784
BUNGE NORTH AMERICA, IN	75850003	SHPX	203785
BUNGE NORTH AMERICA, IN	75850003	SHPX	203786
BUNGE NORTH AMERICA, IN	75850003	SHPX	203787
BUNGE NORTH AMERICA, IN	75850003	SHPX	203788
BUNGE NORTH AMERICA, IN	75850003	SHPX	203789
BUNGE NORTH AMERICA, IN	75850003	SHPX	203790
BUNGE NORTH AMERICA, IN	75850003	SHPX	203791
BUNGE NORTH AMERICA, IN	75850003	SHPX	203792
BUNGE NORTH AMERICA, IN	75850003	SHPX	203793
BUNGE NORTH AMERICA, IN	75850003	SHPX	203794
BUNGE NORTH AMERICA, IN	75850003	SHPX	203795
BUNGE NORTH AMERICA, IN	75850003	SHPX	203796
BUNGE NORTH AMERICA, IN	75850003	SHPX	203797
BUNGE NORTH AMERICA, IN	75850003	SHPX	203798
BUNGE NORTH AMERICA, IN	75850003	SHPX	203799
BUNGE NORTH AMERICA, IN	75850003	SHPX	203800
BUNGE NORTH AMERICA, IN	75850003	SHPX	203801
BUNGE NORTH AMERICA, IN	75850003	SHPX	203802
BUNGE NORTH AMERICA, IN	75850003	SHPX	203803
BUNGE NORTH AMERICA, IN	75850003	SHPX	203804
BUNGE NORTH AMERICA, IN	75850003	SHPX	203805
BUNGE NORTH AMERICA, IN	75850004	SHPX	203761
BUNGE NORTH AMERICA, IN	75850004	SHPX	203762
BUNGE NORTH AMERICA, IN	75850004	SHPX	203763
BUNGE NORTH AMERICA, IN	75850004	SHPX	203764
BUNGE NORTH AMERICA, IN	75850004	SHPX	203765
BUNGE NORTH AMERICA, IN	75850004	SHPX	203766
BUNGE NORTH AMERICA, IN	75850004	SHPX	203767
BUNGE NORTH AMERICA, IN	75850004	SHPX	203768
BUNGE NORTH AMERICA, IN	75850004	SHPX	203769
BUNGE NORTH AMERICA, IN	75850004	SHPX	203770
C F INDUSTRIES INCORPOR	7496	ACFX	77888

Lessee	Contract	Rptg Mark	Car Number
C F INDUSTRIES INCORPOR	7496	ACFX	83179
C F INDUSTRIES INCORPOR	7496	ACFX	83218
C F INDUSTRIES INCORPOR	7496	ACFX	83244
C F INDUSTRIES INCORPOR	7496	ACFX	83284
C F INDUSTRIES INCORPOR	7496	ACFX	83488
C F INDUSTRIES INCORPOR	7496	ACFX	83495
C F INDUSTRIES INCORPOR	7496	ACFX	83500
C F INDUSTRIES INCORPOR	7496	ACFX	83502
C F INDUSTRIES INCORPOR	7496	ACFX	86647
C F INDUSTRIES INCORPOR	7496	ACFX	87021
C F INDUSTRIES INCORPOR	7496	ACFX	87023
C F INDUSTRIES INCORPOR	7496	ACFX	87406
C F INDUSTRIES INCORPOR	7496	ACFX	87442
C F INDUSTRIES INCORPOR	7496	ACFX	87469
C F INDUSTRIES INCORPOR	7496	ACFX	87475
C F INDUSTRIES INCORPOR	7496	ACFX	87478
CASCO INC	78630001	SHPX	43835
CASCO INC	78630001	SHPX	43836
CASCO INC	78630001	SHPX	43837
CASCO INC	78630001	SHPX	43838
CASCO INC	78630001	SHPX	43839
CASCO INC	78630001	SHPX	43840
CASCO INC	78630001	SHPX	43841
CASCO INC	78630001	SHPX	43842
CERESTAR USA INC	7455	SHPX	202731
CERESTAR USA INC	7455	SHPX	202732
CERESTAR USA INC	7455	SHPX	202733
CERESTAR USA INC	7455	SHPX	202734
CERESTAR USA INC	7455	SHPX	202735
CERESTAR USA INC	7455	SHPX	202736
CERESTAR USA INC	7455	SHPX	202737
CERESTAR USA INC	7455	SHPX	202738
CERESTAR USA INC	7455	SHPX	202739
CERESTAR USA INC	7455	SHPX	202740
CERESTAR USA INC	7455	SHPX	202741
CERESTAR USA INC	7455	SHPX	202742
CERESTAR USA INC	7455	SHPX	202743
CERESTAR USA INC	7455	SHPX	202744
CERESTAR USA INC	7455	SHPX	202745
CERESTAR USA INC	7455	SHPX	202746
CERESTAR USA INC	7455	SHPX	202747
CERESTAR USA INC	7455	SHPX	202748
CERESTAR USA INC	7455	SHPX	202749
CERESTAR USA INC	7455	SHPX	202750
CERESTAR USA INC	7455	SHPX	202751
CERESTAR USA INC	7455	SHPX	202752
CERESTAR USA INC	7455	SHPX	202753
CERESTAR USA INC	7455	SHPX	202754
CERESTAR USA INC	7455	SHPX	202755
CERESTAR USA INC	7455	SHPX	202756

Lessee	Contract	Rptg Mark	Car Number
CERESTAR USA INC	7455	SHPX	202757
CERESTAR USA INC	7455	SHPX	202758
CERESTAR USA INC	7455	SHPX	202759
CERESTAR USA INC	7455	SHPX	202760
CERESTAR USA INC	7455	SHPX	202761
CERESTAR USA INC	7455	SHPX	202762
CERESTAR USA INC	7455	SHPX	202763
CERESTAR USA INC	7455	SHPX	202764
CERESTAR USA INC	7455	SHPX	202765
CERESTAR USA INC	7455	SHPX	202766
CERESTAR USA INC	7455	SHPX	202767
CERESTAR USA INC	7455	SHPX	202768
CERESTAR USA INC	7455	SHPX	202769
CERESTAR USA INC	7455	SHPX	202770
CERESTAR USA INC	7455	SHPX	202771
CERESTAR USA INC	7455	SHPX	202772
CERESTAR USA INC	7455	SHPX	202773
CERESTAR USA INC	7455	SHPX	202774
CERESTAR USA INC	7455	SHPX	202775
CERESTAR USA INC	7455	SHPX	202776
CERESTAR USA INC	7455	SHPX	202777
CERESTAR USA INC	7455	SHPX	202778
CERESTAR USA INC	7455	SHPX	202779
CERESTAR USA INC	7455	SHPX	202780
CERESTAR USA INC	7455	SHPX	202781
CERESTAR USA INC	7455	SHPX	202782
CERESTAR USA INC	7455	SHPX	202783
CERESTAR USA INC	7455	SHPX	202784
CERESTAR USA INC	7455	SHPX	202785
CERESTAR USA INC	7455	SHPX	202786
CERESTAR USA INC	7455	SHPX	202787
CERESTAR USA INC	7455	SHPX	202788
CERESTAR USA INC	7455	SHPX	202789
CERESTAR USA INC	7455	SHPX	202790
CERESTAR USA INC	7455	SHPX	202791
CERESTAR USA INC	7455	SHPX	202792
CERESTAR USA INC	7455	SHPX	202793
CERESTAR USA INC	7455	SHPX	202794
CERESTAR USA INC	7455	SHPX	202795
CERESTAR USA INC	7455	SHPX	202796
CERESTAR USA INC	7455	SHPX	202797
CERESTAR USA INC	7455	SHPX	202798
CERESTAR USA INC	7455	SHPX	202799
CERESTAR USA INC	7455	SHPX	202800
CERESTAR USA INC	7455	SHPX	202801
CERESTAR USA INC	7455	SHPX	202802
CERESTAR USA INC	7455	SHPX	202803
CERESTAR USA INC	7455	SHPX	202804
CERESTAR USA INC	7455	SHPX	202805
CERESTAR USA INC	7455	SHPX	202806

Lessee	Contract	Rptg Mark	Car Number
CERESTAR USA INC	7455	SHPX	202807
CERESTAR USA INC	7455	SHPX	202808
CERESTAR USA INC	7455	SHPX	202809
CERESTAR USA INC	7455	SHPX	202810
CERESTAR USA INC	7455	SHPX	202811
CERESTAR USA INC	7455	SHPX	202812
CERESTAR USA INC	7455	SHPX	202813
CERESTAR USA INC	7455	SHPX	202814
CERESTAR USA INC	7455	SHPX	202815
CERESTAR USA INC	7455	SHPX	202816
CERESTAR USA INC	7455	SHPX	202817
CERESTAR USA INC	7455	SHPX	202818
CERESTAR USA INC	7455	SHPX	202819
CERESTAR USA INC	7455	SHPX	202820
CERESTAR USA INC	7455	SHPX	202821
CERESTAR USA INC	7455	SHPX	202822
CERESTAR USA INC	7455	SHPX	202823
CERESTAR USA INC	7455	SHPX	202824
CERESTAR USA INC	7455	SHPX	202825
CERESTAR USA INC	7455	SHPX	202826
CERESTAR USA INC	7455	SHPX	202827
CERESTAR USA INC	7455	SHPX	202828
CERESTAR USA INC	7455	SHPX	202829
CERESTAR USA INC	7455	SHPX	202830
CERESTAR USA INC	7455	SHPX	202831
CERESTAR USA INC	7455	SHPX	202832
CERESTAR USA INC	7455	SHPX	202833
CERESTAR USA INC	7455	SHPX	202834
CERESTAR USA INC	7455	SHPX	202835
CERESTAR USA INC	7455	SHPX	202836
CERESTAR USA INC	7455	SHPX	202837
CERESTAR USA INC	7455	SHPX	202838
CERESTAR USA INC	7455	SHPX	202839
CERESTAR USA INC	7455	SHPX	202840
CERESTAR USA INC	7455	SHPX	202841
CERESTAR USA INC	7455	SHPX	202842
CERESTAR USA INC	7455	SHPX	202843
CERESTAR USA INC	7455	SHPX	202844
CERESTAR USA INC	7455	SHPX	202845
CERESTAR USA INC	7455	SHPX	202846
CERESTAR USA INC	7455	SHPX	202847
CERESTAR USA INC	7455	SHPX	202848
CERESTAR USA INC	7455	SHPX	202849
CERESTAR USA INC	7455	SHPX	202850
CERESTAR USA INC	7455	SHPX	202851
CERESTAR USA INC	7455	SHPX	202852
CERESTAR USA INC	7455	SHPX	202853
CERESTAR USA INC	7455	SHPX	202854
CERESTAR USA INC	7455	SHPX	202855
CERESTAR USA INC	7455	SHPX	202856

Lessee	Contract	Rptg Mark	Car Number
CERESTAR USA INC	7455	SHPX	202857
CERESTAR USA INC	7455	SHPX	202858
CERESTAR USA INC	7455	SHPX	202859
CERESTAR USA INC	7455	SHPX	202860
CERESTAR USA INC	7455	SHPX	202861
CERESTAR USA INC	7455	SHPX	202862
CERESTAR USA INC	7455	SHPX	202863
CERESTAR USA INC	7455	SHPX	202864
CERESTAR USA INC	7455	SHPX	202865
CERESTAR USA INC	7455	SHPX	202866
CERESTAR USA INC	7455	SHPX	202867
CERESTAR USA INC	7455	SHPX	202868
CERESTAR USA INC	7455	SHPX	202869
CERESTAR USA INC	7455	SHPX	202870
CERESTAR USA INC	7455	SHPX	202871
CERESTAR USA INC	7455	SHPX	202872
CERESTAR USA INC	7455	SHPX	202873
CERESTAR USA INC	7455	SHPX	202874
CERESTAR USA INC	7455	SHPX	202875
CERESTAR USA INC	7455	SHPX	202876
CERESTAR USA INC	7455	SHPX	202877
CERESTAR USA INC	7455	SHPX	202878
CERESTAR USA INC	7455	SHPX	202879
CERESTAR USA INC	7455	SHPX	202880
CGC INC.	7571	SHPX	462385
CGC INC.	7571	SHPX	462386
CGC INC.	7571	SHPX	462387
CGC INC.	7571	SHPX	462388
CGC INC.	7600	SHPX	462389
CGC INC.	7600	SHPX	462390
CGC INC.	7600	SHPX	462391
CGC INC.	7600	SHPX	462392
CGC INC.	7600	SHPX	462393
CHEVRON PHILLIPS CHEMIC	65140010	SHPX	204665
CORN PRODUCTS INTERNATI	7517	SHPX	203300
CORN PRODUCTS INTERNATI	7517	SHPX	203301
CORN PRODUCTS INTERNATI	7517	SHPX	203302
CORN PRODUCTS INTERNATI	7517	SHPX	203303
CORN PRODUCTS INTERNATI	7517	SHPX	203304
CORN PRODUCTS INTERNATI	7517	SHPX	203305
CORN PRODUCTS INTERNATI	7517	SHPX	203306
CORN PRODUCTS INTERNATI	7517	SHPX	203307
CORN PRODUCTS INTERNATI	7517	SHPX	203308
CORN PRODUCTS INTERNATI	7517	SHPX	203309
CORN PRODUCTS INTERNATI	7517	SHPX	203310
CORN PRODUCTS INTERNATI	7517	SHPX	203311
CORN PRODUCTS INTERNATI	7517	SHPX	203312
CORN PRODUCTS INTERNATI	7517	SHPX	203313
CORN PRODUCTS INTERNATI	7517	SHPX	203314
CORN PRODUCTS INTERNATI	7517	SHPX	203315

Lessee	Contract	Rptg Mark	Car Number
CORN PRODUCTS INTERNATI	7517	SHPX	203317
CORN PRODUCTS INTERNATI	7517	SHPX	203318
CORN PRODUCTS INTERNATI	7517	SHPX	203319
CORN PRODUCTS INTERNATI	7517	SHPX	203320
CORN PRODUCTS INTERNATI	7517	SHPX	203321
CORN PRODUCTS INTERNATI	7517	SHPX	203322
CORN PRODUCTS INTERNATI	7517	SHPX	203323
CORN PRODUCTS INTERNATI	7517	SHPX	203324
CORN PRODUCTS INTERNATI	7517	SHPX	203325
CORN PRODUCTS INTERNATI	7517	SHPX	203326
CORN PRODUCTS INTERNATI	7517	SHPX	203327
CORN PRODUCTS INTERNATI	7517	SHPX	203328
CORN PRODUCTS INTERNATI	7517	SHPX	203329
CORN PRODUCTS INTERNATI	7517	SHPX	203330
CORN PRODUCTS INTERNATI	7517	SHPX	203331
CORN PRODUCTS INTERNATI	7517	SHPX	203332
CORN PRODUCTS INTERNATI	7517	SHPX	203333
CORN PRODUCTS INTERNATI	7517	SHPX	203334
CORN PRODUCTS INTERNATI	7517	SHPX	203335
CORN PRODUCTS INTERNATI	7517	SHPX	203336
CORN PRODUCTS INTERNATI	7517	SHPX	203337
CORN PRODUCTS INTERNATI	7517	SHPX	203338
CORN PRODUCTS INTERNATI	7517	SHPX	203339
CORN PRODUCTS INTERNATI	7517	SHPX	203340
CORN PRODUCTS INTERNATI	7517	SHPX	203341
CORN PRODUCTS INTERNATI	7517	SHPX	203342
CORN PRODUCTS INTERNATI	7517	SHPX	203343
CORN PRODUCTS INTERNATI	7517	SHPX	203344
CORN PRODUCTS INTERNATI	7517	SHPX	203345
CORN PRODUCTS INTERNATI	7517	SHPX	203346
CORN PRODUCTS INTERNATI	7517	SHPX	203347
CORN PRODUCTS INTERNATI	7517	SHPX	203348
CORN PRODUCTS INTERNATI	7517	SHPX	203351
CORN PRODUCTS INTERNATI	7517	SHPX	203352
CORN PRODUCTS INTERNATI	7517	SHPX	203353
CORN PRODUCTS INTERNATI	7517	SHPX	203354
CORN PRODUCTS INTERNATI	7517	SHPX	203355
CORN PRODUCTS INTERNATI	7517	SHPX	203359
CORN PRODUCTS INTERNATI	7517	SHPX	203360
CORN PRODUCTS INTERNATI	7595	SHPX	43330
CORN PRODUCTS INTERNATI	7595	SHPX	43331
CORN PRODUCTS INTERNATI	7595	SHPX	43332
CORN PRODUCTS INTERNATI	7595	SHPX	43333
CORN PRODUCTS INTERNATI	7595	SHPX	43334
CORN PRODUCTS INTERNATI	7595	SHPX	43335
CORN PRODUCTS INTERNATI	7595	SHPX	43336
CORN PRODUCTS INTERNATI	7595	SHPX	43337
CORN PRODUCTS INTERNATI	7595	SHPX	43338
CORN PRODUCTS INTERNATI	7595	SHPX	43339
CORN PRODUCTS INTERNATI	7595	SHPX	43340

Lessee	Contract	Rptg Mark	Car Number
CORN PRODUCTS INTERNATI	7595	SHPX	43341
CORN PRODUCTS INTERNATI	7595	SHPX	43342
CORN PRODUCTS INTERNATI	7595	SHPX	43343
CORN PRODUCTS INTERNATI	7595	SHPX	43344
CYRO INDUSTRIES	75290001	SHPX	203522
CYRO INDUSTRIES	75290001	SHPX	203523
CYRO INDUSTRIES	75290001	SHPX	203524
CYRO INDUSTRIES	75290001	SHPX	203525
CYRO INDUSTRIES	75290001	SHPX	203526
CYRO INDUSTRIES	75290001	SHPX	203527
CYRO INDUSTRIES	75290001	SHPX	203528
CYRO INDUSTRIES	75290001	SHPX	203529
CYRO INDUSTRIES	75290001	SHPX	203530
CYRO INDUSTRIES	75290001	SHPX	203531
CYRO INDUSTRIES	75290001	SHPX	203532
CYRO INDUSTRIES	75290001	SHPX	203533
CYRO INDUSTRIES	75290001	SHPX	203534
CYRO INDUSTRIES	75290001	SHPX	203535
CYRO INDUSTRIES	75290001	SHPX	203536
CYRO INDUSTRIES	75290001	SHPX	203537
CYRO INDUSTRIES	75290001	SHPX	203538
CYRO INDUSTRIES	75290001	SHPX	203539
CYRO INDUSTRIES	75290001	SHPX	203540
CYRO INDUSTRIES	75290001	SHPX	203541
CYRO INDUSTRIES	75290001	SHPX	203542
CYRO INDUSTRIES	75290001	SHPX	203543
CYRO INDUSTRIES	75290001	SHPX	203544
CYRO INDUSTRIES	75290001	SHPX	203545
CYRO INDUSTRIES	75290001	SHPX	203546
CYRO INDUSTRIES	75290001	SHPX	203547
CYRO INDUSTRIES	75290001	SHPX	203548
CYRO INDUSTRIES	75290001	SHPX	203549
CYRO INDUSTRIES	75290001	SHPX	203550
CYRO INDUSTRIES	75290001	SHPX	203551
CYRO INDUSTRIES	75290001	SHPX	203552
CYRO INDUSTRIES	75290001	SHPX	203553
CYRO INDUSTRIES	75290001	SHPX	203554
CYRO INDUSTRIES	75290001	SHPX	203555
CYRO INDUSTRIES	75290001	SHPX	203556
CYRO INDUSTRIES	75290001	SHPX	203557
CYRO INDUSTRIES	75290001	SHPX	203558
CYRO INDUSTRIES	75290001	SHPX	203559
CYRO INDUSTRIES	75290001	SHPX	203560
CYRO INDUSTRIES	75290002	SHPX	203561
CYRO INDUSTRIES	75290002	SHPX	203562
CYRO INDUSTRIES	75290002	SHPX	203563
CYRO INDUSTRIES	75290002	SHPX	203564
CYRO INDUSTRIES	75290002	SHPX	203565
CYRO INDUSTRIES	75290002	SHPX	203566
CYRO INDUSTRIES	75290002	SHPX	203567

Lessee	Contract	Rptg Mark	Car Number
CYRO INDUSTRIES	75290002	SHPX	203568
CYRO INDUSTRIES	75290002	SHPX	203569
CYRO INDUSTRIES	75290002	SHPX	203570
CYRO INDUSTRIES	75290002	SHPX	203571
CYRO INDUSTRIES	75290002	SHPX	203572
CYRO INDUSTRIES	75290002	SHPX	203573
CYRO INDUSTRIES	75290002	SHPX	203574
CYRO INDUSTRIES	75290002	SHPX	203575
CYRO INDUSTRIES	75290002	SHPX	203576
CYRO INDUSTRIES	75290002	SHPX	203577
CYRO INDUSTRIES	75290002	SHPX	203578
CYRO INDUSTRIES	75290002	SHPX	203579
DARLING INTERNATIONAL I	7612	SHPX	204035
DARLING INTERNATIONAL I	7612	SHPX	204036
DARLING INTERNATIONAL I	7612	SHPX	204037
DARLING INTERNATIONAL I	7612	SHPX	204039
DARLING INTERNATIONAL I	7612	SHPX	204040
DARLING INTERNATIONAL I	7612	SHPX	204041
DARLING INTERNATIONAL I	7612	SHPX	204042
DARLING INTERNATIONAL I	7612	SHPX	204045
DARLING INTERNATIONAL I	7612	SHPX	204046
DARLING INTERNATIONAL I	7612	SHPX	204047
DARLING INTERNATIONAL I	7612	SHPX	204049
DARLING INTERNATIONAL I	7612	SHPX	204050
DARLING INTERNATIONAL I	7612	SHPX	204051
DARLING INTERNATIONAL I	7612	SHPX	204052
DARLING INTERNATIONAL I	7612	SHPX	204053
DARLING INTERNATIONAL I	7612	SHPX	204055
DARLING INTERNATIONAL I	7612	SHPX	204056
DARLING INTERNATIONAL I	7612	SHPX	204057
DARLING INTERNATIONAL I	7612	SHPX	204058
DARLING INTERNATIONAL I	7612	SHPX	204059
DARLING INTERNATIONAL I	7612	SHPX	204060
DARLING INTERNATIONAL I	7612	SHPX	204061
DARLING INTERNATIONAL I	7612	SHPX	204062
DARLING INTERNATIONAL I	7612	SHPX	204063
DARLING INTERNATIONAL I	7612	SHPX	204064
DARLING INTERNATIONAL I	7612	SHPX	204065
DARLING INTERNATIONAL I	7612	SHPX	204066
DARLING INTERNATIONAL I	7612	SHPX	204067
DARLING INTERNATIONAL I	7612	SHPX	204068
DARLING INTERNATIONAL I	7612	SHPX	204072
E I DUPONT DE NEMOURS A	73850002	SHPX	220869
EASTMAN CHEMICAL COMPAN	6153	ACFX	59311
EASTMAN CHEMICAL COMPAN	6153	ACFX	59329
EASTMAN CHEMICAL COMPAN	6153	ACFX	59331
EASTMAN CHEMICAL COMPAN	6153	ACFX	59334
EQUISTAR CHEMICALS, LP	53470081	SHPX	203030
EQUISTAR CHEMICALS, LP	53470081	SHPX	203031
EQUISTAR CHEMICALS, LP	53470081	SHPX	203032

Lessee	Contract	Rptg Mark	Car Number
EQUISTAR CHEMICALS, LP	53470081	SHPX	203033
EQUISTAR CHEMICALS, LP	53470081	SHPX	203034
EQUISTAR CHEMICALS, LP	53470081	SHPX	203035
EQUISTAR CHEMICALS, LP	53470081	SHPX	203036
EQUISTAR CHEMICALS, LP	53470081	SHPX	203037
EQUISTAR CHEMICALS, LP	53470081	SHPX	203038
EQUISTAR CHEMICALS, LP	53470081	SHPX	203039
EQUISTAR CHEMICALS, LP	53470081	SHPX	203040
EQUISTAR CHEMICALS, LP	53470081	SHPX	203041
EQUISTAR CHEMICALS, LP	53470081	SHPX	203042
EQUISTAR CHEMICALS, LP	53470081	SHPX	203043
EQUISTAR CHEMICALS, LP	53470081	SHPX	203044
EQUISTAR CHEMICALS, LP	53470081	SHPX	203045
EQUISTAR CHEMICALS, LP	53470081	SHPX	203046
EQUISTAR CHEMICALS, LP	53470081	SHPX	203047
EQUISTAR CHEMICALS, LP	53470081	SHPX	203048
EQUISTAR CHEMICALS, LP	53470081	SHPX	203049
EQUISTAR CHEMICALS, LP	53470081	SHPX	203050
EQUISTAR CHEMICALS, LP	53470081	SHPX	203051
EQUISTAR CHEMICALS, LP	53470081	SHPX	203052
EQUISTAR CHEMICALS, LP	53470081	SHPX	203053
EQUISTAR CHEMICALS, LP	53470081	SHPX	203054
EQUISTAR CHEMICALS, LP	53470081	SHPX	203055
EQUISTAR CHEMICALS, LP	53470081	SHPX	203056
EQUISTAR CHEMICALS, LP	53470081	SHPX	203057
EQUISTAR CHEMICALS, LP	53470081	SHPX	203058
EQUISTAR CHEMICALS, LP	53470081	SHPX	203059
EQUISTAR CHEMICALS, LP	53470081	SHPX	203188
EQUISTAR CHEMICALS, LP	53470081	SHPX	203189
EQUISTAR CHEMICALS, LP	53470081	SHPX	203190
EQUISTAR CHEMICALS, LP	53470081	SHPX	203191
EQUISTAR CHEMICALS, LP	53470081	SHPX	203192
EQUISTAR CHEMICALS, LP	53470081	SHPX	203193
EQUISTAR CHEMICALS, LP	53470081	SHPX	203194
EQUISTAR CHEMICALS, LP	53470081	SHPX	203195
EQUISTAR CHEMICALS, LP	53470081	SHPX	203196
EQUISTAR CHEMICALS, LP	53470081	SHPX	203197
EQUISTAR CHEMICALS, LP	53470081	SHPX	203198
EQUISTAR CHEMICALS, LP	53470081	SHPX	203199
EQUISTAR CHEMICALS, LP	53470081	SHPX	203200
EQUISTAR CHEMICALS, LP	53470081	SHPX	203201
EQUISTAR CHEMICALS, LP	53470081	SHPX	203202
EQUISTAR CHEMICALS, LP	53470081	SHPX	203203
EQUISTAR CHEMICALS, LP	53470081	SHPX	203204
EQUISTAR CHEMICALS, LP	53470081	SHPX	203205
EQUISTAR CHEMICALS, LP	53470081	SHPX	203206
EQUISTAR CHEMICALS, LP	53470081	SHPX	203207
EQUISTAR CHEMICALS, LP	53470081	SHPX	203208
EQUISTAR CHEMICALS, LP	53470081	SHPX	203209
EQUISTAR CHEMICALS, LP	53470081	SHPX	203210

Lessee	Contract	Rptg Mark	Car Number
EQUISTAR CHEMICALS, LP	53470081	SHPX	203211
EQUISTAR CHEMICALS, LP	53470081	SHPX	203212
EQUISTAR CHEMICALS, LP	53470081	SHPX	203213
EQUISTAR CHEMICALS, LP	53470081	SHPX	203214
EQUISTAR CHEMICALS, LP	53470081	SHPX	203215
EQUISTAR CHEMICALS, LP	53470081	SHPX	203216
EQUISTAR CHEMICALS, LP	53470081	SHPX	203217
EQUISTAR CHEMICALS, LP	53470081	SHPX	203218
EQUISTAR CHEMICALS, LP	53470081	SHPX	203219
EQUISTAR CHEMICALS, LP	53470081	SHPX	203220
EQUISTAR CHEMICALS, LP	53470081	SHPX	203221
EQUISTAR CHEMICALS, LP	53470081	SHPX	203222
EQUISTAR CHEMICALS, LP	53470081	SHPX	203223
EQUISTAR CHEMICALS, LP	53470081	SHPX	203224
EQUISTAR CHEMICALS, LP	53470081	SHPX	203225
EQUISTAR CHEMICALS, LP	53470081	SHPX	203226
EQUISTAR CHEMICALS, LP	53470081	SHPX	203227
EQUISTAR CHEMICALS, LP	53470081	SHPX	203228
EQUISTAR CHEMICALS, LP	53470081	SHPX	203229
EQUISTAR CHEMICALS, LP	53470081	SHPX	203231
EQUISTAR CHEMICALS, LP	53470081	SHPX	203232
EQUISTAR CHEMICALS, LP	53470081	SHPX	203233
EQUISTAR CHEMICALS, LP	53470081	SHPX	203235
EQUISTAR CHEMICALS, LP	53470081	SHPX	203267
EQUISTAR CHEMICALS, LP	53470082	SHPX	203061
FMC CORPORATION	32220045	ACFX	42697
FMC CORPORATION	32220045	ACFX	42698
FMC CORPORATION	32220045	ACFX	42700
FMC CORPORATION	32220045	ACFX	42702
FMC CORPORATION	32220045	ACFX	42703
FMC CORPORATION	32220045	ACFX	42705
FMC CORPORATION	32220045	ACFX	42711
FMC CORPORATION	32220045	ACFX	42718
FMC CORPORATION	32220045	ACFX	42722
FMC CORPORATION	32220045	ACFX	42726
HERITAGE TECHNOLOGIES,	7524	SHPX	203500
HERITAGE TECHNOLOGIES,	7524	SHPX	203501
HERITAGE TECHNOLOGIES,	7524	SHPX	203502
HERITAGE TECHNOLOGIES,	7524	SHPX	203503
HERITAGE TECHNOLOGIES,	7561	SHPX	203727
HERITAGE TECHNOLOGIES,	7561	SHPX	203728
HERITAGE TECHNOLOGIES,	7561	SHPX	203729
HERITAGE TECHNOLOGIES,	7561	SHPX	203730
HERITAGE TECHNOLOGIES,	7561	SHPX	203731
HERITAGE TECHNOLOGIES,	7591	SHPX	203875
HERITAGE TECHNOLOGIES,	7591	SHPX	203876
HERITAGE TECHNOLOGIES,	7591	SHPX	203877
HERITAGE TECHNOLOGIES,	7591	SHPX	203878
HERITAGE TECHNOLOGIES,	7591	SHPX	203879
IMERY'S PIGMENTS AND ADD	56190019	ACFX	78543

Lessee	Contract	Rptg Mark	Car Number
IMERYS PIGMENTS AND ADD	56190019	ACFX	78548
IMERYS PIGMENTS AND ADD	56190019	ACFX	78549
IMERYS PIGMENTS AND ADD	56190019	ACFX	78550
IMERYS PIGMENTS AND ADD	56190019	ACFX	78552
IMERYS PIGMENTS AND ADD	56190019	ACFX	78555
IMERYS PIGMENTS AND ADD	56190019	ACFX	78556
IMERYS PIGMENTS AND ADD	56190019	ACFX	78573
IMERYS PIGMENTS AND ADD	56190019	ACFX	78574
IMERYS PIGMENTS AND ADD	56190019	ACFX	78576
IMERYS PIGMENTS AND ADD	56190019	ACFX	78584
IMERYS PIGMENTS AND ADD	56190019	ACFX	78586
IMERYS PIGMENTS AND ADD	56190050	SHPX	43394
IMERYS PIGMENTS AND ADD	56190052	ACFX	42723
IMERYS PIGMENTS AND ADD	56190052	ACFX	42724
IMERYS PIGMENTS AND ADD	56190052	ACFX	42725
IMERYS PIGMENTS AND ADD	56190052	ACFX	42729
IMERYS PIGMENTS AND ADD	56190052	ACFX	42730
IMERYS PIGMENTS AND ADD	56190052	ACFX	42731
IMERYS PIGMENTS AND ADD	56190052	ACFX	42732
IMERYS PIGMENTS AND ADD	56190052	ACFX	42733
IMERYS PIGMENTS AND ADD	56190052	ACFX	42734
MACINTYRE FUELS, INC.	7584	SHPX	204027
MACINTYRE FUELS, INC.	7584	SHPX	204028
MACINTYRE FUELS, INC.	7584	SHPX	204029
MACINTYRE FUELS, INC.	7584	SHPX	204030
MACINTYRE FUELS, INC.	7584	SHPX	204031
MACINTYRE FUELS, INC.	7584	SHPX	204032
MAGNESIUM CORPORATION O	7597	SHPX	220956
MAGNESIUM CORPORATION O	7597	SHPX	220957
MAGNESIUM CORPORATION O	7597	SHPX	220958
MAGNESIUM CORPORATION O	7597	SHPX	220959
MAGNESIUM CORPORATION O	7597	SHPX	220960
MAGNESIUM CORPORATION O	7597	SHPX	220961
MAGNESIUM CORPORATION O	7597	SHPX	220962
MAGNESIUM CORPORATION O	7597	SHPX	220963
MAGNESIUM CORPORATION O	7597	SHPX	220964
MAGNESIUM CORPORATION O	7597	SHPX	220965
MESA OIL, INC.	5477	ACFX	82412
MESA OIL, INC.	5477	ACFX	82424
MESA OIL, INC.	5477	ACFX	82425
MESA OIL, INC.	5477	ACFX	82427
MESA OIL, INC.	5477	ACFX	82428
MESA OIL, INC.	5477	ACFX	87005
MESA OIL, INC.	5477	ACFX	87007
MESA OIL, INC.	5477	ACFX	87016
MESA OIL, INC.	5477	ACFX	87035
MESA OIL, INC.	5477	ACFX	88893
MESA OIL, INC.	7569	ACFX	82420
MESA OIL, INC.	7569	ACFX	82426
MESA OIL, INC.	7569	ACFX	88895

Lessee	Contract	Rptg Mark	Car Number
MESA OIL, INC.	7781	ACFX	82386
MESA OIL, INC.	7781	ACFX	82387
MESA OIL, INC.	7781	ACFX	82411
MESA OIL, INC.	7781	ACFX	82415
MESA OIL, INC.	7781	ACFX	82423
MESA OIL, INC.	7781	ACFX	87033
MIDWEST AGRI COMMODITIE	5776	ACFX	78225
MIDWEST AGRI COMMODITIE	5776	ACFX	78227
MIDWEST AGRI COMMODITIE	5776	ACFX	78233
MIDWEST AGRI COMMODITIE	5776	ACFX	78298
MIDWEST AGRI COMMODITIE	5776	ACFX	78307
MIDWEST AGRI COMMODITIE	5776	ACFX	78644
MIDWEST AGRI COMMODITIE	5776	ACFX	78653
MIDWEST AGRI COMMODITIE	5776	ACFX	78682
MIDWEST AGRI COMMODITIE	5776	ACFX	78768
MIDWEST AGRI COMMODITIE	5776	ACFX	78782
MIDWEST AGRI COMMODITIE	5776	ACFX	78787
MIDWEST AGRI COMMODITIE	5776	ACFX	78798
MIDWEST AGRI COMMODITIE	5776	ACFX	78800
MIDWEST AGRI COMMODITIE	5776	ACFX	79183
MIDWEST AGRI COMMODITIE	5776	ACFX	81861
MIDWEST AGRI COMMODITIE	5776	ACFX	82175
MIDWEST AGRI COMMODITIE	5776	ACFX	82224
MIDWEST AGRI COMMODITIE	5776	ACFX	82263
MIDWEST AGRI COMMODITIE	5776	ACFX	82300
MIDWEST AGRI COMMODITIE	5776	ACFX	82338
MIDWEST AGRI COMMODITIE	5776	ACFX	82342
MIDWEST AGRI COMMODITIE	5776	ACFX	82363
MIDWEST AGRI COMMODITIE	5776	ACFX	82434
MIDWEST AGRI COMMODITIE	5776	ACFX	82453
MIDWEST AGRI COMMODITIE	5776	ACFX	82546
MIDWEST AGRI COMMODITIE	5776	ACFX	82549
MIDWEST AGRI COMMODITIE	5776	ACFX	82591
MIDWEST AGRI COMMODITIE	5776	ACFX	82623
MIDWEST AGRI COMMODITIE	5776	ACFX	82691
MIDWEST AGRI COMMODITIE	5776	ACFX	82695
MIDWEST AGRI COMMODITIE	5776	ACFX	82700
MIDWEST AGRI COMMODITIE	5776	ACFX	82939
MIDWEST AGRI COMMODITIE	5776	ACFX	82941
MIDWEST AGRI COMMODITIE	5776	ACFX	83117
MIDWEST AGRI COMMODITIE	5776	ACFX	83240
MIDWEST AGRI COMMODITIE	5776	ACFX	83291
MIDWEST AGRI COMMODITIE	5776	ACFX	83320
MIDWEST AGRI COMMODITIE	5776	ACFX	83348
MIDWEST AGRI COMMODITIE	5776	ACFX	83486
MIDWEST AGRI COMMODITIE	5776	ACFX	83514
MIDWEST AGRI COMMODITIE	5776	ACFX	83742
MIDWEST AGRI COMMODITIE	5776	ACFX	84035
MIDWEST AGRI COMMODITIE	5776	ACFX	84073
MIDWEST AGRI COMMODITIE	5776	ACFX	84082

Lessee	Contract	Rptg Mark	Car Number
MIDWEST AGRI COMMODITIE	5776		
MIDWEST AGRI COMMODITIE	5776	ACFX	84150
MIDWEST AGRI COMMODITIE	5776	ACFX	84205
MIDWEST AGRI COMMODITIE	5776	ACFX	84209
MIDWEST AGRI COMMODITIE	5776	ACFX	84308
MIDWEST AGRI COMMODITIE	5776	ACFX	86576
MIDWEST AGRI COMMODITIE	5776	ACFX	86622
MIDWEST AGRI COMMODITIE	5776	ACFX	86652
MIDWEST AGRI COMMODITIE	5776	ACFX	86653
MIDWEST AGRI COMMODITIE	5776	ACFX	86659
MIDWEST AGRI COMMODITIE	5776	ACFX	86665
MIDWEST AGRI COMMODITIE	5776	ACFX	86674
MIDWEST AGRI COMMODITIE	5776	ACFX	86675
MIDWEST AGRI COMMODITIE	5776	ACFX	86680
MIDWEST AGRI COMMODITIE	5776	ACFX	86795
MIDWEST AGRI COMMODITIE	5776	ACFX	86832
MIDWEST AGRI COMMODITIE	5776	ACFX	86839
MIDWEST AGRI COMMODITIE	5776	ACFX	86841
MIDWEST AGRI COMMODITIE	5776	ACFX	87270
MIDWEST AGRI COMMODITIE	5776	ACFX	87467
MIDWEST AGRI COMMODITIE	5776	ACFX	87514
MIDWEST AGRI COMMODITIE	5776	ACFX	87516
MIDWEST AGRI COMMODITIE	5776	ACFX	87641
MIDWEST AGRI COMMODITIE	5776	ACFX	87741
MIDWEST AGRI COMMODITIE	5776	ACFX	87781
MIDWEST AGRI COMMODITIE	5776	ACFX	88579
MIDWEST AGRI COMMODITIE	5776	ACFX	88736
MIDWEST AGRI COMMODITIE	5776	ACFX	88739
MIDWEST AGRI COMMODITIE	5776	ACFX	87511
MIDWEST AGRI COMMODITIE	7495	ACFX	87647
MONSANTO COMPANY	7495	ACFX	202901
MONSANTO COMPANY	7474	ACFX	202902
MONSANTO COMPANY	7474	SHPX	202903
MONSANTO COMPANY	7474	SHPX	202904
MONSANTO COMPANY	7474	SHPX	202905
MONSANTO COMPANY	7474	SHPX	202906
MONSANTO COMPANY	7474	SHPX	202907
MONSANTO COMPANY	7474	SHPX	202908
MONSANTO COMPANY	7474	SHPX	202909
MONSANTO COMPANY	7474	SHPX	202910
MONSANTO COMPANY	7474	SHPX	202911
MONSANTO COMPANY	7474	SHPX	202912
MONSANTO COMPANY	7474	SHPX	202913
MONSANTO COMPANY	7474	SHPX	202914
MONSANTO COMPANY	7474	SHPX	202915
MONSANTO COMPANY	7474	SHPX	202916
MONSANTO COMPANY	7474	SHPX	202917
MONSANTO COMPANY	7474	SHPX	202918
MONSANTO COMPANY	7474	SHPX	202919
MONSANTO COMPANY	7474	SHPX	202920
MONSANTO COMPANY	7474	SHPX	202921

Lessee	Contract	Rptg Mark	Car Number
MONSANTO COMPANY	7474	SHPX	202923
MONSANTO COMPANY	7474	SHPX	202924
MONSANTO COMPANY	7474	SHPX	202925
MONSANTO COMPANY	7474	SHPX	202926
MONSANTO COMPANY	7474	SHPX	202927
MONSANTO COMPANY	7474	SHPX	202929
MONSANTO COMPANY	7474	SHPX	202930
MONSANTO COMPANY	7474	SHPX	202931
MONSANTO COMPANY	7474	SHPX	202932
MONSANTO COMPANY	7474	SHPX	202933
MONSANTO COMPANY	7474	SHPX	202934
MONSANTO COMPANY	7474	SHPX	202935
MONSANTO COMPANY	7474	SHPX	202937
MONSANTO COMPANY	7474	SHPX	202938
MONSANTO COMPANY	7474	SHPX	202939
MONSANTO COMPANY	7474	SHPX	202942
MONSANTO COMPANY	7474	SHPX	202943
MONSANTO COMPANY	7474	SHPX	202944
MONSANTO COMPANY	7474	SHPX	202945
MONSANTO COMPANY	7474	SHPX	202947
MONSANTO COMPANY	7474	SHPX	202949
MONSANTO COMPANY	7474	SHPX	202950
MONSANTO COMPANY	7474	SHPX	202951
MONSANTO COMPANY	7474	SHPX	202954
MONSANTO COMPANY	7474	SHPX	203000
MONSANTO COMPANY	7474	SHPX	203001
MONSANTO COMPANY	7474	SHPX	203004
MONSANTO COMPANY	7474	SHPX	203014
MONSANTO COMPANY	7474	SHPX	203015
MONSANTO COMPANY	7474	SHPX	203017
MONSANTO COMPANY	7474	SHPX	203020
MONSANTO COMPANY	7474	SHPX	203021
MONSANTO COMPANY	7474	SHPX	203022
MONSANTO COMPANY	7474	SHPX	203023
MONSANTO COMPANY	7722	SHPX	204034
NA-CHURS/ALPINE SOLUTIO	6939	ACFX	86999
NA-CHURS/ALPINE SOLUTIO	6939	ACFX	87030
NATIONAL SILICATES	7167	ACFX	83880
NEXEN CHEMICALS CANADA	64690007	SHPX	203581
NEXEN CHEMICALS CANADA	64690007	SHPX	203582
NEXEN CHEMICALS CANADA	64690007	SHPX	203583
NEXEN CHEMICALS CANADA	64690007	SHPX	203584
NEXEN CHEMICALS CANADA	64690007	SHPX	203585
NEXEN CHEMICALS CANADA	64690008	SHPX	203885
NEXEN CHEMICALS CANADA	64690008	SHPX	203886
NEXEN CHEMICALS CANADA	64690008	SHPX	203887
NEXEN CHEMICALS CANADA	64690008	SHPX	203888
OCCIDENTAL CHEMICAL COR	48860056	ACFX	84446
OCCIDENTAL CHEMICAL COR	48860056	ACFX	84449
OCCIDENTAL CHEMICAL COR	48860056	ACFX	84451

Lessee	Contract	Rptg Mark	Car Number
OCCIDENTAL CHEMICAL COR	48860056	ACFX	84452
OCCIDENTAL CHEMICAL COR	48860056	ACFX	84453
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88414
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88418
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88420
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88422
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88423
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88426
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88427
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88428
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88431
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88433
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88436
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88438
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88439
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88440
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88441
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88443
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88447
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88448
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88450
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88451
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88452
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88456
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88457
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88459
OCCIDENTAL CHEMICAL COR	48860056	ACFX	88460
OMYA INCORPORATED	7592	SHPX	203908
OMYA INCORPORATED	7592	SHPX	203909
OMYA INCORPORATED	7592	SHPX	203910
OMYA INCORPORATED	7592	SHPX	203911
OMYA INCORPORATED	7592	SHPX	203912
OMYA INCORPORATED	7592	SHPX	203913
OMYA INCORPORATED	7592	SHPX	203914
OMYA INCORPORATED	7592	SHPX	203915
OMYA INCORPORATED	7592	SHPX	203916
OMYA INCORPORATED	7592	SHPX	203917
OMYA INCORPORATED	7592	SHPX	203918
OMYA INCORPORATED	7592	SHPX	203919
OMYA INCORPORATED	7592	SHPX	203921
OMYA INCORPORATED	7592	SHPX	203922
OMYA INCORPORATED	7592	SHPX	203923
OMYA INCORPORATED	7592	SHPX	203924
OMYA INCORPORATED	7592	SHPX	203925
OMYA INCORPORATED	7592	SHPX	203926
OMYA INCORPORATED	7592	SHPX	203929
OMYA INCORPORATED	7592	SHPX	203930
OMYA INCORPORATED	7592	SHPX	203931
OMYA INCORPORATED	7592	SHPX	203932
OMYA INCORPORATED	7592	SHPX	203934

Lessee	Contract	Rptg Mark	Car Number
OMYA INCORPORATED	7592	SHPX	203937
ORICA CANADA INC.	7501	ACFX	86881
P4 PRODUCTION, L.L.C.	7566	SHPX	203821
P4 PRODUCTION, L.L.C.	7566	SHPX	203822
P4 PRODUCTION, L.L.C.	7566	SHPX	203823
P4 PRODUCTION, L.L.C.	7566	SHPX	203824
P4 PRODUCTION, L.L.C.	7566	SHPX	203825
P4 PRODUCTION, L.L.C.	7566	SHPX	203826
P4 PRODUCTION, L.L.C.	7566	SHPX	203827
P4 PRODUCTION, L.L.C.	7566	SHPX	203828
P4 PRODUCTION, L.L.C.	7566	SHPX	203829
P4 PRODUCTION, L.L.C.	7566	SHPX	203830
P4 PRODUCTION, L.L.C.	7566	SHPX	203831
P4 PRODUCTION, L.L.C.	7566	SHPX	203832
P4 PRODUCTION, L.L.C.	7566	SHPX	203833
P4 PRODUCTION, L.L.C.	7566	SHPX	203834
P4 PRODUCTION, L.L.C.	7566	SHPX	203835
P4 PRODUCTION, L.L.C.	7566	SHPX	203836
P4 PRODUCTION, L.L.C.	7566	SHPX	203837
P4 PRODUCTION, L.L.C.	7566	SHPX	203838
P4 PRODUCTION, L.L.C.	7566	SHPX	203839
P4 PRODUCTION, L.L.C.	7566	SHPX	203840
P4 PRODUCTION, L.L.C.	7566	SHPX	203841
P4 PRODUCTION, L.L.C.	7566	SHPX	203842
P4 PRODUCTION, L.L.C.	7566	SHPX	203843
P4 PRODUCTION, L.L.C.	7566	SHPX	203844
P4 PRODUCTION, L.L.C.	7566	SHPX	203845
P4 PRODUCTION, L.L.C.	7566	SHPX	203846
P4 PRODUCTION, L.L.C.	7566	SHPX	203847
P4 PRODUCTION, L.L.C.	7566	SHPX	203848
P4 PRODUCTION, L.L.C.	7566	SHPX	203849
P4 PRODUCTION, L.L.C.	7566	SHPX	203850
P4 PRODUCTION, L.L.C.	7566	SHPX	203851
P4 PRODUCTION, L.L.C.	7566	SHPX	203852
P4 PRODUCTION, L.L.C.	7566	SHPX	203853
P4 PRODUCTION, L.L.C.	7566	SHPX	203854
P4 PRODUCTION, L.L.C.	7566	SHPX	203855
P4 PRODUCTION, L.L.C.	7566	SHPX	203856
P4 PRODUCTION, L.L.C.	7566	SHPX	203857
P4 PRODUCTION, L.L.C.	7566	SHPX	203858
P4 PRODUCTION, L.L.C.	7566	SHPX	203859
P4 PRODUCTION, L.L.C.	7566	SHPX	203860
P4 PRODUCTION, L.L.C.	7566	SHPX	203862
P4 PRODUCTION, L.L.C.	7566	SHPX	203863
P4 PRODUCTION, L.L.C.	7566	SHPX	203864
P4 PRODUCTION, L.L.C.	7566	SHPX	203866
P4 PRODUCTION, L.L.C.	7566	SHPX	203868
P4 PRODUCTION, L.L.C.	7566	SHPX	203869
PCI CHEMICALS CANADA IN	52920002	ACFX	87332
PCI CHEMICALS CANADA IN	52920026	SHPX	203445

Lessee	Contract	Rptg Mark	Car Number
PCI CHEMICALS CANADA IN	52920026	SHPX	203446
PCI CHEMICALS CANADA IN	52920026	SHPX	203447
PCI CHEMICALS CANADA IN	52920026	SHPX	203448
PCI CHEMICALS CANADA IN	52920026	SHPX	203449
PCI CHEMICALS CANADA IN	52920026	SHPX	203450
PCI CHEMICALS CANADA IN	52920026	SHPX	203451
PCI CHEMICALS CANADA IN	52920026	SHPX	203452
PCI CHEMICALS CANADA IN	52920026	SHPX	203453
PCI CHEMICALS CANADA IN	52920026	SHPX	203454
PCI CHEMICALS CANADA IN	52920027	SHPX	203455
PCI CHEMICALS CANADA IN	52920027	SHPX	203456
PCI CHEMICALS CANADA IN	52920027	SHPX	203457
PCI CHEMICALS CANADA IN	52920027	SHPX	203458
PCI CHEMICALS CANADA IN	52920027	SHPX	203459
PCI CHEMICALS CANADA IN	52920027	SHPX	203514
PCI CHEMICALS CANADA IN	52920027	SHPX	203515
PCI CHEMICALS CANADA IN	52920027	SHPX	203516
PCI CHEMICALS CANADA IN	52920027	SHPX	203517
PCI CHEMICALS CANADA IN	52920027	SHPX	203518
PHIBRO-TECH, INC.	7551	SHPX	240398
PHIBRO-TECH, INC.	7551	SHPX	240399
PHIBRO-TECH, INC.	7638	SHPX	204215
PHIBRO-TECH, INC.	7638	SHPX	204216
PHIBRO-TECH, INC.	7638	SHPX	204217
PHIBRO-TECH, INC.	7638	SHPX	204218
PHIBRO-TECH, INC.	7638	SHPX	204219
PIONEER AMERICAS, INC.	46990027	SHPX	203806
PIONEER AMERICAS, INC.	46990027	SHPX	203807
PIONEER AMERICAS, INC.	46990027	SHPX	203808
PIONEER AMERICAS, INC.	46990027	SHPX	203809
PIONEER AMERICAS, INC.	46990027	SHPX	203810
PIONEER AMERICAS, INC.	46990027	SHPX	203811
PIONEER AMERICAS, INC.	46990027	SHPX	203812
PIONEER AMERICAS, INC.	46990027	SHPX	203813
PIONEER AMERICAS, INC.	46990027	SHPX	203814
PIONEER AMERICAS, INC.	46990027	SHPX	203815
PIONEER AMERICAS, INC.	46990027	SHPX	203816
PIONEER AMERICAS, INC.	46990027	SHPX	203817
PIONEER AMERICAS, INC.	46990027	SHPX	203818
PIONEER AMERICAS, INC.	46990027	SHPX	203819
PIONEER AMERICAS, INC.	46990027	SHPX	203820
PIONEER AMERICAS, INC.	46990028	SHPX	204577
PIONEER AMERICAS, INC.	46990028	SHPX	204578
PIONEER AMERICAS, INC.	46990028	SHPX	204579
PIONEER AMERICAS, INC.	46990028	SHPX	204580
PIONEER AMERICAS, INC.	46990028	SHPX	204581
PIONEER AMERICAS, INC.	46990028	SHPX	204582
PIONEER AMERICAS, INC.	46990028	SHPX	204583
PIONEER AMERICAS, INC.	46990028	SHPX	204584
PIONEER AMERICAS, INC.	46990028	SHPX	204585

Lessee	Contract	Rptg Mark	Car Number
PIONEER AMERICAS, INC.	46990028	SHPX	204586
PIONEER AMERICAS, INC.	46990028	SHPX	204587
PIONEER AMERICAS, INC.	46990028	SHPX	204588
PIONEER AMERICAS, INC.	46990028	SHPX	204589
PIONEER AMERICAS, INC.	46990028	SHPX	204590
PIONEER AMERICAS, INC.	46990028	SHPX	204591
PIONEER AMERICAS, INC.	46990029	SHPX	204911
PIONEER AMERICAS, INC.	46990029	SHPX	204912
PIONEER AMERICAS, INC.	46990029	SHPX	204913
PIONEER AMERICAS, INC.	46990029	SHPX	204914
PIONEER AMERICAS, INC.	46990029	SHPX	204915
PIONEER AMERICAS, INC.	46990029	SHPX	204916
PIONEER AMERICAS, INC.	46990029	SHPX	204917
PIONEER AMERICAS, INC.	46990029	SHPX	204918
PIONEER AMERICAS, INC.	46990029	SHPX	204919
PIONEER AMERICAS, INC.	46990029	SHPX	204920
PIONEER AMERICAS, INC.	46990029	SHPX	204921
PIONEER AMERICAS, INC.	46990029	SHPX	204922
PIONEER AMERICAS, INC.	46990029	SHPX	204923
PIONEER AMERICAS, INC.	46990029	SHPX	204924
PIONEER AMERICAS, INC.	46990029	SHPX	204925
PIONEER AMERICAS, INC.	46990029	SHPX	204926
PIONEER AMERICAS, INC.	46990029	SHPX	204927
PIONEER AMERICAS, INC.	46990029	SHPX	204928
PIONEER AMERICAS, INC.	46990029	SHPX	204929
PIONEER AMERICAS, INC.	46990029	SHPX	204930
PIONEER AMERICAS, INC.	46990029	SHPX	204931
PIONEER AMERICAS, INC.	46990029	SHPX	204932
PIONEER AMERICAS, INC.	46990029	SHPX	204933
PIONEER AMERICAS, INC.	46990029	SHPX	204934
PIONEER AMERICAS, INC.	46990029	SHPX	204935
PIONEER AMERICAS, INC.	46990031	SHPX	200865
PIONEER AMERICAS, INC.	46990031	SHPX	200866
PIONEER AMERICAS, INC.	46990031	SHPX	200867
PIONEER AMERICAS, INC.	46990031	SHPX	200936
PIONEER AMERICAS, INC.	46990031	SHPX	200983
PIONEER AMERICAS, INC.	46990031	SHPX	200984
PIONEER AMERICAS, INC.	46990031	SHPX	201055
PIONEER AMERICAS, INC.	60090003	ACFX	87327
PIONEER AMERICAS, INC.	60090003	ACFX	87340
PIONEER AMERICAS, INC.	60090003	ACFX	87341
PIONEER AMERICAS, INC.	60090003	ACFX	87343
PPG INDUSTRIES INCORPOR	31260061	SHPX	220931
PPG INDUSTRIES INCORPOR	31260061	SHPX	220932
PPG INDUSTRIES INCORPOR	31260061	SHPX	220933
PPG INDUSTRIES INCORPOR	31260061	SHPX	220934
PPG INDUSTRIES INCORPOR	31260061	SHPX	220935
PPG INDUSTRIES INCORPOR	31260061	SHPX	220936
PPG INDUSTRIES INCORPOR	31260061	SHPX	220937
PPG INDUSTRIES INCORPOR	31260061	SHPX	220938

Lessee	Contract	Rptg Mark	Car Number
PPG INDUSTRIES INCORPOR	31260061	SHPX	220939
PPG INDUSTRIES INCORPOR	31260062	SHPX	220940
PPG INDUSTRIES INCORPOR	31260062	SHPX	220941
PPG INDUSTRIES INCORPOR	31260062	SHPX	220942
PPG INDUSTRIES INCORPOR	31260062	SHPX	220943
PPG INDUSTRIES INCORPOR	31260062	SHPX	220944
PPG INDUSTRIES INCORPOR	31260062	SHPX	220945
PROCTER & GAMBLE MFG CO	96750549	SHPX	43224
PROCTER & GAMBLE MFG CO	96750549	SHPX	43225
PROCTER & GAMBLE MFG CO	96750549	SHPX	43226
PROCTER & GAMBLE MFG CO	96750549	SHPX	43227
PROCTER & GAMBLE MFG CO	96750549	SHPX	43228
PROCTER & GAMBLE MFG CO	96750549	SHPX	43229
PROCTER & GAMBLE MFG CO	96750549	SHPX	43230
PROCTER & GAMBLE MFG CO	96750549	SHPX	43231
PROCTER & GAMBLE MFG CO	96750549	SHPX	43232
PROCTER & GAMBLE MFG CO	96750549	SHPX	43233
PROCTER & GAMBLE MFG CO	96750549	SHPX	43234
PROCTER & GAMBLE MFG CO	96750549	SHPX	43235
PROCTER & GAMBLE MFG CO	96750549	SHPX	43236
PROCTER & GAMBLE MFG CO	96750549	SHPX	43237
PROCTER & GAMBLE MFG CO	96750549	SHPX	43238
PROCTER & GAMBLE MFG CO	96750549	SHPX	43239
PROCTER & GAMBLE MFG CO	96750549	SHPX	43240
PROCTER & GAMBLE MFG CO	96750549	SHPX	43241
PROCTER & GAMBLE MFG CO	96750549	SHPX	43242
PROCTER & GAMBLE MFG CO	96750549	SHPX	43243
PROCTER & GAMBLE MFG CO	96750549	SHPX	43244
PROCTER & GAMBLE MFG CO	96750549	SHPX	43245
PROCTER & GAMBLE MFG CO	96750549	SHPX	43246
PROCTER & GAMBLE MFG CO	96750549	SHPX	43247
PROCTER & GAMBLE MFG CO	96750549	SHPX	43248
PROCTER & GAMBLE MFG CO	96750549	SHPX	43249
PROCTER & GAMBLE MFG CO	96750549	SHPX	43250
PROCTER & GAMBLE MFG CO	96750549	SHPX	43251
PROCTER & GAMBLE MFG CO	96750549	SHPX	43252
PROCTER & GAMBLE MFG CO	96750549	SHPX	43253
PROCTER & GAMBLE MFG CO	96750549	SHPX	43254
PROCTER & GAMBLE MFG CO	96750549	SHPX	43255
PROCTER & GAMBLE MFG CO	96750549	SHPX	43256
PROCTER & GAMBLE MFG CO	96750549	SHPX	43257
PROCTER & GAMBLE MFG CO	96750549	SHPX	43258
PROCTER & GAMBLE MFG CO	96750549	SHPX	43259
PROCTER & GAMBLE MFG CO	96750549	SHPX	43260
PROCTER & GAMBLE MFG CO	96750549	SHPX	43261
PROCTER & GAMBLE MFG CO	96750549	SHPX	43262
ROQUETTE AMERICA	7855	SHPX	205010
ROQUETTE AMERICA	7855	SHPX	205011
ROQUETTE AMERICA	7855	SHPX	205012
ROQUETTE AMERICA	7855	SHPX	205013

Lessee	Contract	Rptg Mark	Car Number
ROQUETTE AMERICA	7855	SHPX	205014
ROQUETTE AMERICA	7855	SHPX	205015
ROQUETTE AMERICA	7855	SHPX	205016
ROQUETTE AMERICA	7855	SHPX	205017
ROQUETTE AMERICA	7855	SHPX	205018
ROQUETTE AMERICA	7855	SHPX	205019
ROQUETTE AMERICA	7855	SHPX	205020
ROQUETTE AMERICA	7855	SHPX	205021
ROQUETTE AMERICA	7855	SHPX	205022
ROQUETTE AMERICA	7855	SHPX	205023
ROQUETTE AMERICA	7855	SHPX	205024
ROQUETTE AMERICA	7855	SHPX	205025
ROQUETTE AMERICA	7855	SHPX	205026
ROQUETTE AMERICA	7855	SHPX	205027
ROQUETTE AMERICA	7855	SHPX	205028
ROQUETTE AMERICA	7855	SHPX	205029
ROQUETTE AMERICA	7855	SHPX	205030
ROQUETTE AMERICA	7855	SHPX	205031
ROQUETTE AMERICA	7855	SHPX	205032
ROQUETTE AMERICA	7855	SHPX	205033
ROQUETTE AMERICA	7855	SHPX	205034
ROQUETTE AMERICA	7855	SHPX	205035
ROQUETTE AMERICA	7855	SHPX	205036
ROQUETTE AMERICA	7855	SHPX	205037
ROQUETTE AMERICA	7855	SHPX	205038
SAN JOAQUIN REFINING CO	6278	ACFX	83247
SAN JOAQUIN REFINING CO	6278	ACFX	83253
SAN JOAQUIN REFINING CO	6278	ACFX	83433
SAN JOAQUIN REFINING CO	6278	ACFX	89038
SAN JOAQUIN REFINING CO	6278	ACFX	89040
SAN JOAQUIN REFINING CO	6278	ACFX	89041
SAN JOAQUIN REFINING CO	6278	ACFX	89043
SAN JOAQUIN REFINING CO	6278	ACFX	89044
SK GLOBAL AMERICA, INC.	78560001	ACFX	64954
SYNGENTA CROP PROTECTIO	45070010	ACFX	87819
SYNGENTA CROP PROTECTIO	45070010	ACFX	87825
SYNGENTA CROP PROTECTIO	45070010	ACFX	87835
SYNGENTA CROP PROTECTIO	45070010	ACFX	87836
SYNGENTA CROP PROTECTIO	45070010	ACFX	87839
SYNGENTA CROP PROTECTIO	45070010	ACFX	87844
SYNGENTA CROP PROTECTIO	45070010	ACFX	87846
TERRA NITROGEN LIMITED	5693	ACFX	83690
TERRA NITROGEN LIMITED	5693	ACFX	83933
TERRA NITROGEN LIMITED	5693	ACFX	84357
TERRA NITROGEN LIMITED	5693	ACFX	84358
TERRA NITROGEN LIMITED	5693	ACFX	84360
TERRA NITROGEN LIMITED	5963	ACFX	95125
TERRA NITROGEN LIMITED	5963	ACFX	95136
TERRA NITROGEN LIMITED	5963	ACFX	95152
TERRA NITROGEN LIMITED	5963	ACFX	95155

Lessee	Contract	Rptg Mark	Car Number
TERRA NITROGEN LIMITED	6847	ACFX	78665
TERRA NITROGEN LIMITED	6847	ACFX	82973
TERRA NITROGEN LIMITED	6847	ACFX	86618
TERRA NITROGEN LIMITED	6847	ACFX	86635
TERRA NITROGEN LIMITED	6847	ACFX	87098
TERRA NITROGEN LIMITED	6847	ACFX	87408
TERRA NITROGEN LIMITED	6847	ACFX	87416
TERRA NITROGEN LIMITED	6847	ACFX	87438
TERRA NITROGEN LIMITED	6847	ACFX	87473
TERRA NITROGEN LIMITED	6847	ACFX	87476
TERRA NITROGEN LIMITED	6847	ACFX	87943
TERRA NITROGEN LIMITED	7711	SHPX	221189
TERRA NITROGEN LIMITED	7711	SHPX	221190
TERRA NITROGEN LIMITED	7711	SHPX	221191
TERRA NITROGEN LIMITED	7711	SHPX	221192
TERRA NITROGEN LIMITED	7711	SHPX	221193
TERRA NITROGEN LIMITED	7711	SHPX	221194
TERRA NITROGEN LIMITED	7711	SHPX	221195
TERRA NITROGEN LIMITED	7711	SHPX	221196
TERRA NITROGEN LIMITED	7711	SHPX	221197
TERRA NITROGEN LIMITED	7711	SHPX	221198
TERRA NITROGEN LIMITED	7711	SHPX	221199
TERRA NITROGEN LIMITED	7711	SHPX	221200
TERRA NITROGEN LIMITED	7711	SHPX	221201
TERRA NITROGEN LIMITED	7711	SHPX	221202
TERRA NITROGEN LIMITED	7711	SHPX	221203
TERRA NITROGEN LIMITED	7711	SHPX	221204
TERRA NITROGEN LIMITED	7711	SHPX	221205
TERRA NITROGEN LIMITED	7711	SHPX	221206
TERRA NITROGEN LIMITED	7711	SHPX	221207
TERRA NITROGEN LIMITED	7711	SHPX	221208
TERRA NITROGEN LIMITED	7711	SHPX	221209
TERRA NITROGEN LIMITED	7711	SHPX	221210
TERRA NITROGEN LIMITED	7711	SHPX	221211
TERRA NITROGEN LIMITED	7711	SHPX	221212
TERRA NITROGEN LIMITED	7711	SHPX	221213
TERRA NITROGEN LIMITED	7711	SHPX	221261
TERRA NITROGEN LIMITED	7711	SHPX	221262
TERRA NITROGEN LIMITED	7711	SHPX	221263
TERRA NITROGEN LIMITED	7711	SHPX	221264
TERRA NITROGEN LIMITED	7711	SHPX	221265
TERRA NITROGEN LIMITED	7711	SHPX	221266
TERRA NITROGEN LIMITED	7711	SHPX	221267
TERRA NITROGEN LIMITED	7711	SHPX	221268
TERRA NITROGEN LIMITED	7711	SHPX	221269
TERRA NITROGEN LIMITED	7711	SHPX	221270
TERRA NITROGEN LIMITED	7711	SHPX	221271
TERRA NITROGEN LIMITED	7711	SHPX	221272
TERRA NITROGEN LIMITED	7711	SHPX	221273
TERRA NITROGEN LIMITED	7711	SHPX	221274

<u>Lessee</u>	<u>Contract</u>	<u>Rptg Mark</u>	<u>Car Number</u>
TERRA NITROGEN LIMITED	7711	SHPX	221275
TERRA NITROGEN LIMITED	7711	SHPX	221276
TERRA NITROGEN LIMITED	7711	SHPX	221277
TERRA NITROGEN LIMITED	7711	SHPX	221278
TERRA NITROGEN LIMITED	7711	SHPX	221279
TERRA NITROGEN LIMITED	7711	SHPX	221280
TERRA NITROGEN LIMITED	7711	SHPX	221281
TERRA NITROGEN LIMITED	7711	SHPX	221282
TERRA NITROGEN LIMITED	7711	SHPX	221283
TERRA NITROGEN LIMITED	7711	SHPX	221284
TERRA NITROGEN LIMITED	7711	SHPX	221285
TEXAS PETROCHEMICAL LP	65420015	SHPX	220822
TEXAS PETROCHEMICAL LP	65420015	SHPX	220823
TEXAS PETROCHEMICAL LP	65420015	SHPX	220824
TEXAS PETROCHEMICAL LP	65420015	SHPX	220825
TEXAS PETROCHEMICAL LP	65420015	SHPX	220826
TEXAS PETROCHEMICAL LP	65420015	SHPX	220827
TEXAS PETROCHEMICAL LP	65420015	SHPX	220828
TEXAS PETROCHEMICAL LP	65420015	SHPX	220829
TEXAS PETROCHEMICAL LP	65420015	SHPX	220830
TEXAS PETROCHEMICAL LP	65420015	SHPX	220831
TEXAS PETROCHEMICAL LP	65420015	SHPX	220832
TEXAS PETROCHEMICAL LP	65420015	SHPX	220833
TEXAS PETROCHEMICAL LP	65420015	SHPX	220834
TEXAS PETROCHEMICAL LP	65420015	SHPX	220835
TEXAS PETROCHEMICAL LP	65420015	SHPX	220836
TEXAS PETROCHEMICAL LP	65420015	SHPX	220837
TEXAS PETROCHEMICAL LP	65420015	SHPX	220838
TEXAS PETROCHEMICAL LP	65420015	SHPX	220839
TEXAS PETROCHEMICAL LP	65420015	SHPX	220840
TEXAS PETROCHEMICAL LP	65420015	SHPX	220841
TEXAS PETROCHEMICAL LP	65420015	SHPX	220842
TEXAS PETROCHEMICAL LP	65420015	SHPX	220843
TEXAS PETROCHEMICAL LP	65420015	SHPX	220844
TEXAS PETROCHEMICAL LP	65420015	SHPX	220845
TEXAS PETROCHEMICAL LP	65420015	SHPX	220846
TEXAS PETROCHEMICAL LP	65420015	SHPX	220847
TEXAS PETROCHEMICAL LP	65420015	SHPX	220848
TEXAS PETROCHEMICAL LP	65420015	SHPX	220849
TEXAS PETROCHEMICAL LP	65420015	SHPX	220850
TEXAS PETROCHEMICAL LP	65420015	SHPX	220851
TEXAS PETROCHEMICAL LP	65420015	SHPX	220852
TEXAS PETROCHEMICAL LP	65420015	SHPX	220853
TEXAS PETROCHEMICAL LP	65420015	SHPX	220854
TEXAS PETROCHEMICAL LP	65420015	SHPX	220855
TEXAS PETROCHEMICAL LP	65420015	SHPX	220856
TEXAS PETROCHEMICAL LP	65420015	SHPX	220857
TEXAS PETROCHEMICAL LP	65420024	SHPX	221060
TEXAS PETROCHEMICAL LP	65420024	SHPX	221061
TEXAS PETROCHEMICAL LP	65420024	SHPX	221062

Lessee	Contract	Rptg Mark	Car Number
TEXAS PETROCHEMICAL LP	65420024	SHPX	221063
TEXAS PETROCHEMICAL LP	65420024	SHPX	221064
TEXAS PETROCHEMICAL LP	65420024	SHPX	221065
TEXAS PETROCHEMICAL LP	65420024	SHPX	221066
TEXAS PETROCHEMICAL LP	65420024	SHPX	221067
TEXAS PETROCHEMICAL LP	65420024	SHPX	221068
TEXAS PETROCHEMICAL LP	65420024	SHPX	221069
TEXAS PETROCHEMICAL LP	65420024	SHPX	221070
TEXAS PETROCHEMICAL LP	65420024	SHPX	221071
TEXAS PETROCHEMICAL LP	65420024	SHPX	221072
TEXAS PETROCHEMICAL LP	65420025	SHPX	221073
TEXAS PETROCHEMICAL LP	65420025	SHPX	221074
TEXAS PETROCHEMICAL LP	65420025	SHPX	221075
TEXAS PETROCHEMICAL LP	65420025	SHPX	221076
TEXAS PETROCHEMICAL LP	65420025	SHPX	221077
TEXAS PETROCHEMICAL LP	65420025	SHPX	221078
TEXAS PETROCHEMICAL LP	65420025	SHPX	221079
TEXAS PETROCHEMICAL LP	65420025	SHPX	221080
TEXAS PETROCHEMICAL LP	65420025	SHPX	221081
TEXAS PETROCHEMICAL LP	65420025	SHPX	221082
TEXAS PETROCHEMICAL LP	65420025	SHPX	221083
TEXAS PETROCHEMICAL LP	65420025	SHPX	221084
TEXAS PETROCHEMICAL LP	65420026	SHPX	221085
TEXAS PETROCHEMICAL LP	65420026	SHPX	221086
TEXAS PETROCHEMICAL LP	65420026	SHPX	221087
TEXAS PETROCHEMICAL LP	65420026	SHPX	221088
TEXAS PETROCHEMICAL LP	65420026	SHPX	221089
TEXAS PETROCHEMICAL LP	65420026	SHPX	221090
TEXAS PETROCHEMICAL LP	65420026	SHPX	221091
TEXAS PETROCHEMICAL LP	65420026	SHPX	221092
TEXAS PETROCHEMICAL LP	65420026	SHPX	221093
TEXAS PETROCHEMICAL LP	65420026	SHPX	221094
TEXAS PETROCHEMICAL LP	65420026	SHPX	221095
TEXAS PETROCHEMICAL LP	65420026	SHPX	221096
TEXAS PETROCHEMICAL LP	65420026	SHPX	221097
TEXAS PETROCHEMICAL LP	65420027	SHPX	221098
TEXAS PETROCHEMICAL LP	65420027	SHPX	221099
TEXAS PETROCHEMICAL LP	65420027	SHPX	221100
TEXAS PETROCHEMICAL LP	65420032	SHPX	221168
TEXAS PETROCHEMICAL LP	65420032	SHPX	221169
TEXAS PETROCHEMICAL LP	65420032	SHPX	221170
TEXAS PETROCHEMICAL LP	65420032	SHPX	221171
TEXAS PETROCHEMICAL LP	65420032	SHPX	221172
TEXAS PETROCHEMICAL LP	65420033	SHPX	221314
TEXAS PETROCHEMICAL LP	65420033	SHPX	221315
TEXAS PETROCHEMICAL LP	65420033	SHPX	221316
TEXAS PETROCHEMICAL LP	65420033	SHPX	221317
TEXAS PETROCHEMICAL LP	65420033	SHPX	221318
TEXAS PETROCHEMICAL LP	65420033	SHPX	221319
TEXAS PETROCHEMICAL LP	65420033	SHPX	221320

Lessee	Contract	Rptg Mark	Car Number
TEXAS PETROCHEMICAL LP	65420033	SHPX	221321
TEXAS PETROCHEMICAL LP	65420033	SHPX	221322
TEXAS PETROCHEMICAL LP	65420033	SHPX	221323
TEXAS PETROCHEMICAL LP	65420033	SHPX	221324
TEXAS PETROCHEMICAL LP	65420033	SHPX	221325
TEXAS PETROCHEMICAL LP	65420033	SHPX	221326
TEXAS PETROCHEMICAL LP	65420033	SHPX	221327
TEXAS PETROCHEMICAL LP	65420033	SHPX	221328
TEXAS PETROCHEMICAL LP	65420033	SHPX	221329
TEXAS PETROCHEMICAL LP	65420033	SHPX	221330
TEXAS PETROCHEMICAL LP	65420033	SHPX	221331
TEXAS PETROCHEMICAL LP	65420034	SHPX	221332
TEXAS PETROCHEMICAL LP	65420034	SHPX	221333
TEXAS PETROCHEMICAL LP	65420034	SHPX	221334
TEXAS PETROCHEMICAL LP	65420034	SHPX	221335
TEXAS PETROCHEMICAL LP	65420034	SHPX	221336
TEXAS PETROCHEMICAL LP	65420034	SHPX	221337
TEXAS PETROCHEMICAL LP	65420034	SHPX	221338
TEXAS PETROCHEMICAL LP	65420034	SHPX	221339
TEXAS PETROCHEMICAL LP	65420034	SHPX	221341
TEXAS PETROCHEMICAL LP	65420034	SHPX	221342
TEXAS PETROCHEMICAL LP	65420034	SHPX	221343
TEXAS PETROCHEMICAL LP	65420034	SHPX	221344
TEXAS PETROCHEMICAL LP	65420034	SHPX	221345
TEXAS PETROCHEMICAL LP	65420034	SHPX	221346
TEXAS PETROCHEMICAL LP	65420034	SHPX	221347
TEXAS PETROCHEMICAL LP	65420034	SHPX	221349
TEXAS PETROCHEMICAL LP	65420034	SHPX	221350
THE PREMCOR REFINING GR	7525	SHPX	220901
THE PREMCOR REFINING GR	7525	SHPX	220902
THE PREMCOR REFINING GR	7525	SHPX	220903
THE PREMCOR REFINING GR	7525	SHPX	220904
THE PREMCOR REFINING GR	7525	SHPX	220905
THE PREMCOR REFINING GR	7525	SHPX	220906
THE PREMCOR REFINING GR	7525	SHPX	220907
THE PREMCOR REFINING GR	7525	SHPX	220908
THE PREMCOR REFINING GR	7525	SHPX	220909
THE PREMCOR REFINING GR	7525	SHPX	220910
THE PREMCOR REFINING GR	7525	SHPX	220911
THE PREMCOR REFINING GR	7525	SHPX	220912
THE PREMCOR REFINING GR	7525	SHPX	220913
THE PREMCOR REFINING GR	7525	SHPX	220914
THE PREMCOR REFINING GR	7525	SHPX	220915
THE PREMCOR REFINING GR	7525	SHPX	220916
THE PREMCOR REFINING GR	7525	SHPX	220917
THE PREMCOR REFINING GR	7525	SHPX	220918
THE PREMCOR REFINING GR	7525	SHPX	220919
THE PREMCOR REFINING GR	7525	SHPX	220920
THE PREMCOR REFINING GR	7525	SHPX	220921
THE PREMCOR REFINING GR	7525	SHPX	220922

Lessee	Contract	Rptg Mark	Car Number
THE PREMCOR REFINING GR	7525	SHPX	220923
THE PREMCOR REFINING GR	7525	SHPX	220924
THE PREMCOR REFINING GR	7525	SHPX	220925
THE PREMCOR REFINING GR	7562	SHPX	220946
THE PREMCOR REFINING GR	7562	SHPX	220947
THE PREMCOR REFINING GR	7562	SHPX	220948
THE PREMCOR REFINING GR	7562	SHPX	220949
THE PREMCOR REFINING GR	7562	SHPX	220950
THE PREMCOR REFINING GR	7562	SHPX	220951
THE PREMCOR REFINING GR	7562	SHPX	220952
THE PREMCOR REFINING GR	7562	SHPX	220953
THE PREMCOR REFINING GR	7562	SHPX	220954
THE PREMCOR REFINING GR	7562	SHPX	220955
THIELE KAOLIN COMPANY	1906	ACFX	78331
THIELE KAOLIN COMPANY	1906	ACFX	79201
THIELE KAOLIN COMPANY	1906	ACFX	79202
THIELE KAOLIN COMPANY	1906	ACFX	79209
THIELE KAOLIN COMPANY	1906	ACFX	79214
THIELE KAOLIN COMPANY	1906	ACFX	79215
UNILEVER BESTFOODS NORT	7881	ACFX	59283
UNILEVER BESTFOODS NORT	7881	ACFX	59284
UNILEVER BESTFOODS NORT	7881	ACFX	59291
UNILEVER BESTFOODS NORT	7881	ACFX	59559
UNILEVER BESTFOODS NORT	7881	ACFX	59560
UNILEVER BESTFOODS NORT	7881	ACFX	59561
UNILEVER HPC NA	7580	SHPX	203889
UNILEVER HPC NA	7580	SHPX	203890
UNILEVER HPC NA	7580	SHPX	203891
UNILEVER HPC NA	7580	SHPX	203892
UNILEVER HPC NA	7580	SHPX	203893
UNILEVER HPC NA	7580	SHPX	203894
UNILEVER HPC NA	7580	SHPX	203895
UNILEVER HPC NA	7580	SHPX	203896
UNILEVER HPC NA	7580	SHPX	203897
UNILEVER HPC NA	7580	SHPX	203898
UNILEVER HPC NA	7580	SHPX	203899
UNILEVER HPC NA	7580	SHPX	203900
UNILEVER HPC NA	7580	SHPX	203901
UNILEVER HPC NA	7580	SHPX	203902
UNILEVER HPC NA	7580	SHPX	203903
UNILEVER HPC NA	7580	SHPX	203904
UNILEVER HPC NA	7580	SHPX	203905
UNILEVER HPC NA	7580	SHPX	203906
UNILEVER HPC NA	7580	SHPX	204170
UNILEVER HPC NA	7580	SHPX	204171
UNILEVER HPC NA	7580	SHPX	204172
UNILEVER HPC NA	7580	SHPX	204173
UNILEVER HPC NA	7580	SHPX	204174
UNILEVER HPC NA	7580	SHPX	204175
UNILEVER HPC NA	7580	SHPX	204176

Lessee	Contract	Rptg Mark	Car Number
UNIROYAL CHEMICAL COMPA	7351	ACFX	87539
UNIROYAL CHEMICAL COMPA	7521	ACFX	83566
UNIROYAL CHEMICAL COMPA	7521	ACFX	89553
UNIROYAL CHEMICAL COMPA	7648	ACFX	87643
UNIROYAL CHEMICAL COMPA	7691	SHPX	204240
UNIROYAL CHEMICAL COMPA	7691	SHPX	204241
UNIROYAL CHEMICAL COMPA	7691	SHPX	204242
UNIROYAL CHEMICAL COMPA	7691	SHPX	204243
VALERO MARKETING AND SU	77900001	SHPX	204855
WESTWAY TRADING CORPORA	7125	ACFX	78236
WESTWAY TRADING CORPORA	7125	ACFX	78300
WESTWAY TRADING CORPORA	7125	ACFX	78310
WESTWAY TRADING CORPORA	7125	ACFX	78777
WESTWAY TRADING CORPORA	7660	ACFX	83308
WESTWAY TRADING CORPORA	7660	ACFX	83310
WESTWAY TRADING CORPORA	7660	ACFX	83356
WESTWAY TRADING CORPORA	7660	ACFX	83369
WESTWAY TRADING CORPORA	7660	ACFX	83529
WESTWAY TRADING CORPORA	7660	ACFX	83614
WESTWAY TRADING CORPORA	7660	ACFX	84154
WESTWAY TRADING CORPORA	7660	ACFX	84220
WESTWAY TRADING CORPORA	7660	ACFX	86596
WESTWAY TRADING CORPORA	7660	ACFX	86754
WESTWAY TRADING CORPORA	7660	ACFX	86759
WESTWAY TRADING CORPORA	7660	ACFX	86774
WESTWAY TRADING CORPORA	7660	ACFX	86792
WESTWAY TRADING CORPORA	7660	ACFX	86811
WESTWAY TRADING CORPORA	7660	ACFX	86817
WESTWAY TRADING CORPORA	7660	ACFX	86820
WESTWAY TRADING CORPORA	7660	ACFX	86822
WESTWAY TRADING CORPORA	7660	ACFX	86823
WESTWAY TRADING CORPORA	7660	ACFX	86826
WESTWAY TRADING CORPORA	7660	ACFX	86833
WESTWAY TRADING CORPORA	7660	ACFX	86852
WESTWAY TRADING CORPORA	7660	ACFX	87120
WESTWAY TRADING CORPORA	7660	ACFX	87121
WESTWAY TRADING CORPORA	7660	ACFX	87157
WESTWAY TRADING CORPORA	7660	ACFX	87565
WESTWAY TRADING CORPORA	7660	ACFX	87669
WESTWAY TRADING CORPORA	7661	ACFX	83206
WESTWAY TRADING CORPORA	7661	ACFX	83207
WESTWAY TRADING CORPORA	7661	ACFX	83607
WESTWAY TRADING CORPORA	7661	ACFX	84208
WESTWAY TRADING CORPORA	7661	ACFX	84211
WILLIAMS ETHANOL SERVICES	7510	SHPX	202491
WILLIAMS ETHANOL SERVICES	7510	SHPX	202492
WILLIAMS ETHANOL SERVICES	7510	SHPX	202493
WILLIAMS ETHANOL SERVICES	7510	SHPX	202494
WILLIAMS ETHANOL SERVICES	7510	SHPX	202495
WILLIAMS ETHANOL SERVICES	7510	SHPX	202496

Lessee	Contract	Rptg Mark	Car Number
WILLIAMS ETHANOL SERVICES	7874	SHPX	205122
WILLIAMS ETHANOL SERVICES	7874	SHPX	205123
WILLIAMS ETHANOL SERVICES	7874	SHPX	205124
WILLIAMS ETHANOL SERVICES	7874	SHPX	205125
WILLIAMS ETHANOL SERVICES	7874	SHPX	205126
WILLIAMS ETHANOL SERVICES	7874	SHPX	205127
WILLIAMS ETHANOL SERVICES	7874	SHPX	205128
WILLIAMS ETHANOL SERVICES	7874	SHPX	205129
WILLIAMS ETHANOL SERVICES	7874	SHPX	205130
WILLIAMS ETHANOL SERVICES	7874	SHPX	205131
WILLIAMS ETHANOL SERVICES	7874	SHPX	205132
WILLIAMS ETHANOL SERVICES	7874	SHPX	205133
WILLIAMS ETHANOL SERVICES	7874	SHPX	205134
WILLIAMS ETHANOL SERVICES	7874	SHPX	205135
WILLIAMS ETHANOL SERVICES	7874	SHPX	205136
WILLIAMS ETHANOL SERVICES	7874	SHPX	205137
WILLIAMS ETHANOL SERVICES	7874	SHPX	205138
WILLIAMS ETHANOL SERVICES	7874	SHPX	205139
WILLIAMS ETHANOL SERVICES	7874	SHPX	205140
WILLIAMS ETHANOL SERVICES	7874	SHPX	205141
WILLIAMS ETHANOL SERVICES	7874	SHPX	205142
WILLIAMS ETHANOL SERVICES	7874	SHPX	205143
WILLIAMS ETHANOL SERVICES	7874	SHPX	205144
WILLIAMS ETHANOL SERVICES	7874	SHPX	205145
WILLIAMS ETHANOL SERVICES	7874	SHPX	205146
WILLIAMS ETHANOL SERVICES	7874	SHPX	205147
WILLIAMS ETHANOL SERVICES	7874	SHPX	205148
WILLIAMS ETHANOL SERVICES	7874	SHPX	205149
WILLIAMS ETHANOL SERVICES	7874	SHPX	205150
WILLIAMS ETHANOL SERVICES	7874	SHPX	205151
WILLIAMS ETHANOL SERVICES	7874	SHPX	205152
WILLIAMS ETHANOL SERVICES	7874	SHPX	205153
WILLIAMS ETHANOL SERVICES	7874	SHPX	205154
WILLIAMS ETHANOL SERVICES	7874	SHPX	205155
WILLIAMS ETHANOL SERVICES	7874	SHPX	205156
WILLIAMS ETHANOL SERVICES	7874	SHPX	205157
WILLIAMS ETHANOL SERVICES	7874	SHPX	205158
WILLIAMS ETHANOL SERVICES	7874	SHPX	205159
WILLIAMS ETHANOL SERVICES	7874	SHPX	205160
WILLIAMS ETHANOL SERVICES	7874	SHPX	205161
WILLIAMS ETHANOL SERVICES	7874	SHPX	205162
WILLIAMS ETHANOL SERVICES	7874	SHPX	205163
WILLIAMS ETHANOL SERVICES	7874	SHPX	205164
WILLIAMS ETHANOL SERVICES	7874	SHPX	205165
WILLIAMS ETHANOL SERVICES	7874	SHPX	205166
WILLIAMS ETHANOL SERVICES	7874	SHPX	205167
WILLIAMS ETHANOL SERVICES	7874	SHPX	205168
WILLIAMS ETHANOL SERVICES	7874	SHPX	205169
WILLIAMS ETHANOL SERVICES	7874	SHPX	205170
WILLIAMS ETHANOL SERVICES	7874	SHPX	205171

Lessee	Contract	Rptg Mark	Car Number
WILLIAMS ETHANOL SERVICES	7874	SHPX	205172
WILLIAMS ETHANOL SERVICES	7874	SHPX	205173
WILLIAMS ETHANOL SERVICES	7874	SHPX	205174
WILLIAMS ETHANOL SERVICES	7874	SHPX	205175
WILLIAMS ETHANOL SERVICES	7874	SHPX	205176
WILLIAMS ETHANOL SERVICES	7874	SHPX	205177
WILLIAMS ETHANOL SERVICES	7874	SHPX	205178
WILLIAMS ETHANOL SERVICES	7874	SHPX	205179
WILLIAMS ETHANOL SERVICES	7874	SHPX	205180
WILLIAMS ETHANOL SERVICES	7874	SHPX	205181
WILLIAMS ETHANOL SERVICES	7874	SHPX	205182
WILLIAMS ETHANOL SERVICES	7874	SHPX	205183
WILLIAMS ETHANOL SERVICES	7874	SHPX	205184
WILLIAMS ETHANOL SERVICES	7874	SHPX	205185
WILLIAMS ETHANOL SERVICES	7874	SHPX	205186
WILLIAMS ETHANOL SERVICES	7874	SHPX	205187
WILLIAMS ETHANOL SERVICES	7874	SHPX	205188
WILLIAMS ETHANOL SERVICES	7874	SHPX	205189
WILLIAMS ETHANOL SERVICES	7874	SHPX	205191
WILLIAMS ETHANOL SERVICES	7874	SHPX	205192
WILLIAMS ETHANOL SERVICES	7874	SHPX	205193
WILLIAMS ETHANOL SERVICES	7874	SHPX	205194
WILLIAMS ETHANOL SERVICES	7874	SHPX	205195
WILLIAMS ETHANOL SERVICES	7874	SHPX	205196
WILLIAMS ETHANOL SERVICES	7874	SHPX	205197
WILLIAMS ETHANOL SERVICES	7874	SHPX	205198
WILLIAMS ETHANOL SERVICES	7874	SHPX	205199
WILLIAMS ETHANOL SERVICES	7874	SHPX	205200
WILLIAMS ETHANOL SERVICES	7874	SHPX	205201
WILLIAMS ETHANOL SERVICES	7874	SHPX	205202
WILLIAMS ETHANOL SERVICES	7874	SHPX	205204
WILLIAMS ETHANOL SERVICES	7874	SHPX	205205
WILLIAMS ETHANOL SERVICES	7874	SHPX	205206
WILLIAMS ETHANOL SERVICES	7874	SHPX	205207
WILLIAMS ETHANOL SERVICES	7874	SHPX	205208
WILLIAMS ETHANOL SERVICES	7874	SHPX	205210
WILLIAMS ETHANOL SERVICES	7874	SHPX	205211
WILLIAMS ETHANOL SERVICES	7874	SHPX	205212
WILLIAMS ETHANOL SERVICES	7874	SHPX	205214
WILLIAMS ETHANOL SERVICES	7874	SHPX	205215
WILLIAMS ETHANOL SERVICES	7874	SHPX	205218
WILLIAMS ETHANOL SERVICES	7874	SHPX	205219
WILLIAMS ETHANOL SERVICES	7874	SHPX	205220

1593 Cars

EXHIBIT A

FORM OF PARTIAL RELEASE OF COLLATERAL

THIS PARTIAL RELEASE OF COLLATERAL (this "Release") dated as of _____, 200__, is entered into by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Borrower"), and STATE STREET BANK AND TRUST COMPANY, not in its individual capacity but solely as agent (together with its successors and assigns, if any, the "Secured Party") for the benefit of certain Lenders.

WHEREAS, the Borrower and the Secured Party, entered into the Security Agreement - Chattel Mortgage dated as of December 20, 2002 (as amended and supplemented, the "Security Agreement") pursuant to which the Borrower assigned, mortgaged, pledged, hypothecated, transferred and set over and granted to the Secured Party for the benefit of certain Lenders a first priority lien on and security interest in all of the Borrower's right, title and interest in and to, among other things, certain railcars and the related equipment leases, to secure a loan made to the Borrower pursuant to the Term Loan Agreement dated as of December 20, 2002 (as amended and supplemented, the "Loan Agreement"), among the Borrower, the Secured Party, BTM Capital Corporation, as syndication agent and the Lenders signatory thereto;

WHEREAS, the Security Agreement was recorded on December 20, 2002, with the Surface Transportation Board, Recordation No. _____, and the Security Agreement was deposited with the Registrar General of Canada, Recordation No. _____; and

WHEREAS, the Borrower has requested pursuant to Section 5.2 of the Security Agreement that the Secured Party release its lien on and its security interest in certain of the railcars and other property of the Borrower related thereto subject to the lien created by the Security Agreement, and the Secured Party has agreed to such release.

NOW, THEREFORE, for good and valuable consideration the parties hereto hereby agree as follows:

1. Release of Security Interest. The Secured Party hereby releases, and terminates its security interest in, and all of its rights, title and interest in and to the following Collateral described in paragraphs (a) and (b) hereof:

(a) All of the railroad rolling stock and standard gauge rolling stock listed on Schedule A hereto (collectively, the "Equipment"), together with all accessories, equipment, parts, additions, improvements, accessions and appurtenances appertaining or attached to such Equipment, whether now owned or hereafter acquired by the Borrower, and all substitutions, renewals or replacements of, and additions, improvements, accessions and accumulations to, any and all of the Equipment, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom.

(b) (1) all right, title, interest, claims and demands of the Borrower in, to and under each and every lease, including the leases set forth on Schedule A hereto (whether or not

such lease is in writing or is for a term certain, including, without limitation, per diem leases) now or hereafter entered into relating to the Equipment but to and only to the extent relating to the Equipment, including any extensions of the term of any Equipment Lease, (2) all of the Borrower's rights under any Equipment Lease (i) to make determinations, (ii) to exercise any election (including, but not limited to, election of remedies) or option, (iii) to obtain the benefit of manufacturers' warranties, (iv) to give or receive any notice, consent, waiver or approval, together with full power and authority with respect to any Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of the Equipment Leases, (v) to enforce or execute any checks, or other instruments or orders, and (vi) to file any claims and to take any action which (in the opinion of the Secured Party) may be necessary or advisable in connection with any of the foregoing insofar, but only insofar as such rights relate to the Equipment which is subject to such Equipment Leases, (3) all records related to the Equipment Leases, and (4) all payments due and to become due under any Equipment Lease, whether as contractual obligations, damages, casualty payments, warranty payments, insurance proceeds or otherwise to the extent such payments are derived from the Equipment.

2. Interpretation. Except as otherwise defined in this Release, terms defined in the Security Agreement or by reference therein or in the Loan Agreement or by reference therein, as applicable, are used herein as defined therein.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Release in one or more counterparts as of the date first set forth above.

ACF INDUSTRIES, INCORPORATED

By: _____

Name:

Title:

STATE STREET BANK AND TRUST COMPANY,
not in its individual capacity but solely as agent

By: _____

Name:

Title:

[Signature Page to Partial Release of Collateral]

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

On this ____ day of _____, 20____, before me, personally appeared _____ to me personally known, who being by me duly sworn, says that he resides at _____ and is the _____ of ACF Industries, Incorporated, 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.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of _____, 20____, before me, personally appeared _____ to me personally known, who being by me duly sworn, says that he resides at _____ and is _____ of State Street Bank and Trust Company, 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.

Notary Public

SCHEDULE A
SCHEDULE OF EQUIPMENT

EXHIBIT B

FORM OF RELEASE OF COLLATERAL

THIS RELEASE OF COLLATERAL (the "Release") dated as of _____, 200__, is entered into by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Borrower"), and STATE STREET BANK AND TRUST COMPANY, not in its individual capacity but solely as agent (together with its successors and assigns, if any, the "Secured Party") for the benefit of certain Lenders.

WHEREAS, the Borrower and Equipment Lessees have entered into certain Equipment Leases (as amended, supplemented, or otherwise modified, collectively the "Equipment Leases");

WHEREAS, the Borrower and the Secured Party entered into the Security Agreement – Chattel Mortgage dated as of December 20, 2002 (as amended and supplemented, the "Security Agreement"), pursuant to which the Borrower assigned, mortgaged, pledged, hypothecated, transferred and set over to the Secured Party and granted the Secured Party a first priority lien on and security interest in all of the Borrower's right, title and interest in and to, among other things, certain railcars and the related equipment leases, to secure a loan made to the Borrower pursuant to the Term Loan Agreement dated as of December 20, 2002 (as amended and supplemented, the "Loan Agreement"), among the Borrower, the Secured Party, BTM Capital Corporation, as syndication agent and the Lenders signatory thereto;

WHEREAS, the Security Agreement was recorded on December 20, 2002, with the Surface Transportation Board, Recordation No. _____, and the Security Agreement was deposited with the Registrar General of Canada, Recordation No. _____; and

WHEREAS, in connection with the full performance and satisfaction of the Borrower's Obligations (as defined in the Security Agreement), the Borrower has requested pursuant to Section 7.5 of the Security Agreement that the Secured Party release its lien on and its security interest in all of railcars and the Equipment Leases and all other property of the Borrower related thereto subject to the lien created by the Security Agreement, and the Secured Party has agreed to such release.

NOW, THEREFORE, for good and valuable consideration the parties hereto hereby agree as follows:

1. Release of Security Interest. The Secured Party hereby releases, and terminates its security interest in, and all of its rights, title and interest in and to all of the Collateral, including, without limitation, the Collateral described in paragraphs (a) and (b) hereof:

(a) All of the railroad rolling stock and standard gauge rolling stock listed on Schedule A hereto (collectively, the "Equipment"), together with all accessories, equipment, parts, additions, improvements, accessions and appurtenances appertaining or attached to such Equipment, whether now owned or hereafter acquired by the Borrower, and all substitutions,

renewals or replacements of, and additions, improvements, accessions and accumulations to, any and all of the Equipment, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom.

(b) (1) all right, title, interest, claims and demands of the Borrower in, to and under each and every lease, including the leases set forth on Schedule A hereto (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) now or hereafter entered into relating to the Equipment but to and only to the extent relating to the Equipment, including any extensions of the term of any Equipment Lease, (2) all of the Borrower's rights under any Equipment Lease (i) to make determinations, (ii) to exercise any election (including, but not limited to, election of remedies) or option, (iii) to obtain the benefit of manufacturers' warranties, (iv) to give or receive any notice, consent, waiver or approval, together with full power and authority with respect to any Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of the Equipment Leases, (v) to enforce or execute any checks, or other instruments or orders, and (vi) to file any claims and to take any action which (in the opinion of the Secured Party) may be necessary or advisable in connection with any of the foregoing insofar, but only insofar as such rights relate to the Equipment which is subject to such Equipment Leases, (3) all records related to the Equipment Leases, and (4) all payments due and to become due under any Equipment Lease, whether as contractual obligations, damages, casualty payments, warranty payments, insurance proceeds or otherwise to the extent such payments are derived from the Equipment.

2. Interpretation. Except as otherwise defined in this Release, terms defined in the Security Agreement or by reference therein or in the Loan Agreement or by reference, as applicable, therein are used herein as defined therein.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Release in one or more counterparts as of the date first set forth above.

ACF INDUSTRIES, INCORPORATED

By: _____
Name:
Title:

STATE STREET BANK AND TRUST COMPANY,
not in its individual capacity but solely as agent

By: _____
Name:
Title:

[Signature Page to Release of Collateral]

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

On this ____ day of _____, 20____, before me, personally appeared _____ to me personally known, who being by me duly sworn, says that he resides at _____ and is the _____ of ACF Industries, Incorporated, 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.

Notary Public

SCHEDULE A

SCHEDULE OF EQUIPMENT AND LEASES

EXHIBIT C

FORM OF OMNIBUS RELEASE AND TERMINATION

Reference is made to the Term Loan Agreement dated as of December 20, 2002 (as amended through the date hereof, the "Loan Agreement") among ACF INDUSTRIES, INCORPORATED (the "Borrower"), each Lender signatory thereto (collectively, the "Lenders"), BTM CAPITAL CORPORATION, as syndication agent and STATE STREET BANK AND TRUST COMPANY, not in its individual capacity but solely as agent (the "Administrative Agent") for the Lenders, and guaranteed by ACF INDUSTRIES HOLDING CORP. ("ACF Holding"). Capitalized terms used herein and not otherwise defined herein have the meanings set forth for such terms in the Loan Agreement.

1. Release.

Subject only to the actual receipt of the Payoff Amount (as defined below) by the Administrative Agent in immediately available, good collected funds and in consideration of One Dollar (\$1.00) paid to the Administrative Agent and other good and valuable consideration, the Administrative Agent and the Lenders do hereby, subject to Section 4 below, release and discharge the Borrower and ACF Holding, effective as of the date hereof, from any and all further obligations arising under or in respect of the Loan Agreement, the Security Agreement, and the ACF Holding Guaranty (each an "Agreement" and collectively the "Agreements") to which each is a party and the assets contemplated therein.

2. Termination.

The Borrower and ACF Holding each hereby agree that each Agreement shall be terminated and of no further force and effect, effective upon the receipt by the Lender on _____, 200__, in good collected funds of the aggregate amount of the unpaid principal balance of the Notes, accrued but unpaid interest thereon and all other amounts due and owing to the Lender under the Agreements as of such date (the "Payoff Amount"). The Payoff Amount is \$ _____. Upon its receipt of the Payoff Amount in good collected funds, each Lender shall promptly return to the Borrower such Lender's Note marked "Cancelled" and the Administrative Agent shall deliver to the Borrower the Notices of Assignment. In the event the Administrative Agent fails to deliver the Notices of Assignment or any chattel paper copies of the Equipment Leases held by it, the Administrative Agent agrees to indemnify and hold harmless the Borrower and its successors and assigns from and against any and all losses, damages, liabilities, claims, suits, obligations, penalties, actions, judgments, expenses (including, without limitation, reasonable attorneys' fees) and demands of any kind or nature whatsoever resulting from the Administrative Agent's failure to deliver such documents. In the event that any Lender fails to deliver its Note, such Lender agrees to indemnify and hold harmless the Borrower and its successors and assigns from and against any and all losses, damages, liabilities, claims, suits, obligations, penalties, actions, judgments, expenses (including, without limitation, reasonable attorneys' fees) and demands of any kind or nature whatsoever resulting from such Lender's failure to deliver its Note.

3. UCC Termination/Further Assurances.

Upon its receipt of the Payoff Amount in good collected funds, the Lenders and the Administrative Agent authorize the Borrower or any of its affiliates to file UCC termination statements terminating the security interests granted pursuant to the Security Agreement, in the name of the Administrative Agent for and on behalf of the Lenders. The Lenders hereby covenant and agree to promptly and duly execute and deliver to the Borrower and ACF Holding, at the Borrower's expense, such further documents and assurances and to take such further action as any of them may from time to time reasonably request in order to effectuate the releases described herein.

4. Indemnity.

Notwithstanding anything herein to the contrary, the rights and interest of the Lenders and the Administrative Agent under Section 6.6 (Indemnity) of the Security Agreement and Sections 5.1(d), 2.13 and 9.8 (Indemnity) of the Loan Agreement shall survive the termination of the Security Agreement and the payment and performance in full of the Obligations and shall not be terminated, waived, annulled, abrogated or modified in any way pursuant to this Release.

5. Governing Law; Binding Effect.

This Omnibus Release and Termination shall be governed by the internal laws of the State of New York and shall be binding on the undersigned and their respective successors and permitted assigns and shall inure to the benefit of the Borrower and ACF Holding and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers as of _____, 20_____.

BTM CAPITAL CORPORATION, as Lender and
Syndication Agent

By: _____
Name:
Title:

RZB FINANCE LLC, as Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

DVB BANK AG, as Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Lender

By: _____
Name:
Title:

ACF INDUSTRIES, INCORPORATED, as Borrower

By: _____
Name:
Title:

ACF INDUSTRIES HOLDING CORP., as Guarantor

By: _____
Name:
Title:

STATE STREET BANK AND TRUST COMPANY,
not in its individual capacity but solely as agent for the
Lenders, as Administrative Agent

By: _____
Name:
Title:

[Any other Lenders holding Notes]

By: _____
Name:
Title:

[Signature Page to Omnibus Release and Termination]

EXHIBIT D

FORM OF EQUIPMENT LEASE REPORT

Reference is made to the Term Loan Agreement and Security Agreement dated as of December __, 2002 (as amended through the date hereof, the "Loan Agreement" and "Security Agreement") among ACF INDUSTRIES, INCORPORATED (the "Borrower"), each Lender signatory thereto, BTM Capital Corporation, as syndication agent and STATE STREET BANK AND TRUST COMPANY, not in its individual capacity but solely as agent for the Lenders, and guaranteed by ACF INDUSTRIES HOLDING CORP. Capitalized terms used herein and not otherwise defined herein have the meanings set forth for such terms in the Loan Agreement and Security Agreement.

I am the _____ of the Borrower, and I hereby certify the following.

A. Items of Equipment

Attached as Exhibit 1 hereto is a complete and accurate listing of all Items of Equipment covered by each Equipment Lease as of the date hereof.

B. Items of Equipment suffering an Equipment Casualty Loss

1. The following Items of Equipment have suffered an Equipment Casualty Loss [during the preceding calendar year][since the date of execution of the Security Agreement].

<u>Item of Equipment</u>	<u>Equipment Lessee</u>	<u>Lease No./Rider No.</u>	<u>Cause of Equipment Casualty Loss</u>	<u>Date of Equipment Casualty Loss</u>
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2. The following Items of Equipment, to my knowledge, are undergoing repairs (other than running repairs).

<u>Item of Equipment</u>	<u>Equipment Lessee</u>	<u>Lease No./Rider No.</u>	<u>Type and Extent of Loss or Damage</u>	<u>Expected Completion Date</u>
--------------------------	-------------------------	----------------------------	--	---------------------------------

3. The following Items of Equipment, to my knowledge, are withdrawn from use pending repairs (other than running repairs).

<u>Item of Equipment</u>	<u>Equipment Lessee</u>	<u>Lease No./Rider No.</u>	<u>Type and Extent of Loss or Damage</u>	<u>Expected Completion Date</u>
--------------------------	-------------------------	----------------------------	--	---------------------------------

4. [Specifically requested information by the Secured Party or any Lender]

- 5. Junction Report to be provided annually per Section 5.1(g) of the Loan Agreement.
- 6. I hereby certify that Borrower is in compliance with Section 5.1(j) of the Loan Agreement.
- C. Numbers and Markings

I hereby certify that, with respect to each Item of Equipment that has been repainted or repaired during the period of time covered by this report, the numbers and the marking required to be maintained on such Item of Equipment pursuant to Section 3.12 of the Security Agreement and the related Equipment Leases have been preserved (or, if not meeting such requirements, have been thereby replaced, repainted or repaired so as to meet such requirements).

IN WITNESS WHEREOF, I have hereunto executed and delivered this report this _____ day of _____, 20__.

Name:
Title:

Exhibit 1

EQUIPMENT LIST

EXHIBIT E
FORM OF AMENDMENT

THIS AMENDMENT (the "Amendment") is made as of the ___ day of _____, 20___, among ACF INDUSTRIES, INCORPORATED ("Borrower") and STATE STREET BANK AND TRUST COMPANY, not in its individual capacity but solely as agent for the benefit of the Lenders ("Secured Party"), and ACF INDUSTRIES HOLDING CORP. ("Guarantor").

WHEREAS, the Borrower and the Secured Party entered into that certain Security Agreement – Chattel Mortgage dated as of December 20, 2002 (as amended and supplemented through the date hereof, the "Security Agreement"), pursuant to which the Borrower granted a security interest in certain railcars set forth in Schedule A thereto; and

WHEREAS, the Security Agreement was recorded on December 20, 2002, with the Surface Transportation Board, Recordation No. _____, and the Security Agreement was deposited with the Registrar General of Canada, Recordation No. _____; and

WHEREAS, the parties hereto desire to (a) remove certain railcars from the Equipment and/or add certain railcars to the Equipment, and/or (b) remove certain equipment leases from the Equipment Leases and/or add certain equipment leases to the Equipment Leases.

1. Definitions. Except as otherwise defined in this Amendment, terms defined in the Security Agreement or by reference therein are used herein as defined therein.

2. Amendments. The Security Agreement shall be amended and supplemented as follows:

(a) The Borrower hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to the Secured Party and grants the Secured Party a first priority lien on and security interest in all of the Borrower's right, title and interest in and to the equipment and leases (but only to the extent relating to such equipment) more fully described on Schedule A-1 hereto (respectively, the "Replacement Equipment" and the "Replacement Equipment Leases") and agrees that the Replacement Equipment and the Replacement Equipment Leases shall constitute Collateral subject to the grant of security by the Borrower set forth in Article II of the Security Agreement. Schedule A to the Security Agreement shall be amended and supplemented by Schedule A-1 hereto to include the Replacement Equipment and the Replacement Equipment Leases more fully described on Schedule A-1 hereto, and Schedule A-1 hereto shall be deemed to be an addition to and part of Schedule A to the Security Agreement. Each reference to Schedule A in the Security Agreement shall be deemed to be a reference to Schedule A as amended and supplemented by Schedule A-1 hereto, and each reference to the Equipment or Equipment Leases in the Security Agreement shall be deemed to include the Replacement Equipment and the Replacement Equipment Leases.

(b) Schedule A to the Security Agreement shall be amended further by deleting therefrom the equipment and the equipment leases (but only to the extent relating to such equipment) more fully described on Schedule A-2 hereto (respectively, the “Released Equipment” and the “Released Equipment Leases”). Each reference to Schedule A in the Security Agreement shall be deemed to be a reference to Schedule A as amended by Schedule A-2 hereto, and each reference to the Equipment or Equipment Leases in the Security Agreement shall no longer include the Released Equipment and the Released Equipment Leases.

3. Release. The Secured Party hereby releases, and terminates its security interest in, and all of its right, title and interest in and to, the following Collateral:

(a) the Released Equipment, together with all accessories, equipment, parts additions, improvements, accessions and appurtenances appertaining or attached to the Released Equipment, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to, any and all of said Released Equipment, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom;

(b) (1) all right, title, interest, claims and demands of the Borrower in, to and under each and every lease, including the Released Equipment Leases (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) now or hereafter entered into relating to the Released Equipment but to and only to the extent relating to the Released Equipment, including any extensions of the term of any Released Equipment Lease, (2) all of the Borrower’s rights under any Released Equipment Lease (i) to make determinations, (ii) to exercise any election (including, but not limited to, election of remedies) or option, (iii) to obtain the benefit of manufacturers’ warranties, (iv) to give or receive any notice, consent, waiver or approval, together with full power and authority with respect to any Released Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of the Released Equipment Leases, (v) to enforce or execute any checks, or other instruments or orders, and (vi) to file any claims and to take any action which (in the opinion of the Secured Party) may be necessary or advisable in connection with any of the foregoing insofar, but only insofar as such rights relate to the Released Equipment which is subject to such Released Equipment Leases, (3) all records related to the Released Equipment Leases, and (4) all payments due and to become due under any Released Equipment Lease, whether as contractual obligations, damages, casualty payments, warranty payments, insurance proceeds or otherwise to the extent such payments are derived from the Released Equipment;

(c) all documents evidencing, and all books and records relating to, the foregoing (including but not limited to, all computer programs, data, disks, tapes, media and printouts where the foregoing is stored or embodied, wherever located); and

(d) all cash and non-cash proceeds of the foregoing, all proceeds from insurance on any of the foregoing, all additions and accessions to and replacements and substitutions for any of the foregoing, everything that has become (or is held for the purpose of being) affixed to or installed in any of the foregoing, and all products, income and profits of or from the foregoing.

4. Ratification. Except as expressly amended and supplemented hereby, the Security Agreement is and shall remain in full force and effect and is hereby ratified, approved and confirmed in all respects, and no amendment or supplement in respect of any term or condition of the Security Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Security Agreement or any other Loan Document. From and after the date of this Amendment, each and every reference in the Security Agreement or other Loan Documents to "the Security Agreement" is deemed for all purposes to reference the Security Agreement as amended pursuant to this Amendment. The parties hereto agree that nothing contained in this Amendment shall be construed to in any manner affect, impair, lessen, release, cancel, terminate or extinguish the indebtedness, liabilities or obligations of the Borrower and ACF Holding under the Security Agreement, the ACF Holding Guaranty or any of the other Loan Documents. The Borrower shall continue to perform its obligations under the Loan Documents, as amended hereby. In no event shall this Amendment be deemed a waiver, discharge, novation, substitution or replacement of the Security Agreement, the ACF Holding Guaranty or any of the other Loan Documents. The Borrower and ACF Holding hereby ratify and confirm in all respects all of their respective indebtedness, liabilities and obligations under the Security Agreement, the ACF Holding Guaranty and the other Loan Documents and agree that, except as expressly modified by this Amendment, the same shall continue in full force and effect as if set forth specifically herein.

5. Representations and Warranties. The Borrower and ACF Holding each hereby represents, warrants and agrees that: (a) each and every representation and warranty set forth in the Security Agreement, the ACF Holding Guaranty and the other Loan Documents (except for the representation made in Section 4.1(o) of the Loan Agreement) continues to remain true, accurate and complete in all material respects, both when made and again on and as of the date hereof with the same force and effect as though made again on such date, except to the extent that any such representation or warranty is made as of a specific date, in which case such representation or warranty shall have been true and correct in all material respects as of such date, and except as otherwise disclosed on Schedule B hereto; (b) this Amendment, the Security Agreement as amended hereby, the ACF Holding Guaranty and the other Loan Documents are the valid and legally binding obligations of the Borrower and ACF Holding, fully enforceable against the Borrower and ACF Holding in accordance with their respective terms; (c) the terms of the Loan Documents, the ACF Holding Guaranty and the other Loan Documents have not heretofore been amended or modified by any action or omission or course of conduct on the part of Lessor nor has Lessor waived or relinquished any of its rights, powers or remedies under the Loan Documents, the ACF Holding Guaranty or any of the other Loan Documents; and (d) there is no Default or Event of Default.

6. Further Assurances. The Borrower and ACF Holding, at their sole cost and expense, shall execute and deliver to the Secured Party such further instruments and shall do and cause to be done such further acts with respect to the Security Agreement, the ACF Holding Guaranty, the other Loan Documents, this Amendment and any other document executed in connection herewith as are reasonably necessary in the Secured Party's sole discretion to carry out more effectively the provisions and purposes of this Amendment, including, without limitation, the filing of this Amendment with the United States Surface Transportation Board and the Registrar General of Canada.

7. Integration. This Amendment, the Security Agreement, the ACF Holding Guaranty and the other Loan Documents contain the entire agreement among the Secured Party, ACF Holding and the Borrower regarding the subject matter hereof and completely and fully supersede all other prior agreements, both written and oral, among the Secured Party, ACF Holding and the Borrower relating to the subject matter hereof. None of the Secured Party, ACF Holding or the Borrower shall hereafter have any rights under such prior agreements but shall look solely to this Amendment, the Security Agreement, the ACF Holding Guaranty and the other Loan Documents for the definition and determination of all of their respective rights, liabilities and responsibilities relating to the subject matter hereof.

8. The Secured Party accepts the amendment of the Security Agreement effected by this Amendment and agrees to perform its obligations pursuant to the Security Agreement as hereby amended, but only upon the terms and conditions set forth in the Loan Documents, including the terms and provisions defining and limiting the liabilities and responsibilities of the Secured Party, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of its obligations under the Security Agreement as hereby amended. Without limiting the generality of the foregoing, the Secured Party has no responsibility for the correctness of the recitals of fact herein contained which shall be taken as the statements of the Borrower, and makes no representations as to the validity or sufficiency of this Amendment and shall incur no liability or responsibility in respect of the validity thereof.

9. Governing Law. This Amendment shall in all respects be governed by, and construed in accordance with, the laws of the State of New York (other than the conflict of law principles thereof) and shall be binding upon and inure to the benefit of the Borrower, ACF Holding and the Secured Party and their respective successors and permitted assigns.

10. Expenses. The Borrower and ACF Holding agree to reimburse the Secured Party and the Lenders upon demand for all expenses of the Secured Party and the Lenders (including the reasonable fees and expenses of its legal counsel) in connection with the preparation of this Amendment and the filing thereof with the United States Surface Transportation Board and the Registrar General of Canada.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment in one or more counterparts as of the date first set forth above.

ACF INDUSTRIES, INCORPORATED

By: _____
Name:
Title:

ACF INDUSTRIES HOLDING CORP.

By: _____
Name:
Title:

STATE STREET BANK AND TRUST
COMPANY, not in its individual capacity but
solely as agent for the benefit of the Lenders

By: _____
Name:
Title:

[Signature Page to Amendment]

STATE OF)
) ss.:
COUNTY OF)

On this ___ day of _____, 20__, before me, personally appeared _____, to me known, who being by me duly sworn, says that he/she resides in _____ and is _____ of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

On this ____ day of _____, 20__, before me, personally appeared _____, to me known, who being by me duly sworn, says that he/she resides in _____ and is _____ of STATE STREET BANK AND TRUST COMPANY; that said instrument was signed on behalf of said company on the date hereof by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

On this ____ day of _____, 20__, before me, personally appeared _____, to me known, who being by me duly sworn, says that he/she resides in _____ and is _____ of ACF INDUSTRIES HOLDING CORP.; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

SCHEDULE A-1

**[SCHEDULE OF REPLACEMENT EQUIPMENT AND REPLACEMENT EQUIPMENT
LEASES]**

SCHEDULE A-2

[SCHEDULE OF RELEASED EQUIPMENT AND RELEASED EQUIPMENT LEASES]

SCHEDULE B
DISCLOSURE SCHEDULE