



Corporate Headquarters
P.O. Box 2245R
Morristown, New Jersey 07960

9-3521092
Date DEC 18 1979
Fee \$ 50.00
ICC Washington, D. C.

December 17, 1979

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20000

11209
RECORDATION NO. Filed 1425

DEC 18 1979 - 1 55 PM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

Enclosed please find an original and two counterparts of the Railroad Equipment Sublease and Agreement to Convey dated as of December 14, 1979 by and between the following parties:

ALLIED CHEMICAL CORPORATION
P.O. Box 1219R
Morristown, NJ 07960 - LESSEE-SUBLESSOR

LCP TRANSPORTATION, INC.
14 Commerce Drive
Cranford, NJ 07016 - SUBLESSEE

Through this document, Allied Chemical subleases to LCP Transportation certain cars described in the attached schedule which Allied Chemical leases from Alltank Equipment Corporation and First Union Properties, Inc. Please note that a Second Mortgage, Deed of Trust and Security Agreement will be filed virtually simultaneously herewith by Linden Chemicals & Plastics, Inc. and affiliated subsidiaries, including LCP Transportation, Inc., through which Allied Chemical is granted a security interest in assets named therein.

Also enclosed is a check payable to the ICC in the amount of Fifty Dollars (\$50.00) to cover the applicable filing fee. Please return to the bearer of these documents the stamped counterparts not required for filing.

Thank you for your attention to this matter.

Very truly yours,

Stanley R. Stevinson

Stanley R. Stevinson
Assistant Secretary

Encs.

Cheryl M. Wheeler
[Signature]

Interstate Commerce Commission

Washington, D.C. 20423

12/13/79

OFFICE OF THE SECRETARY

Stanley P. Stevinson
Assistant Secretary
Allied Chemical
P.O. Box 2245R
Morristown, New Jersey 07960

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/13/79 at 1:50pm, and assigned re-
recording number(s) 11209.

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

11209
RECORDATION NO. Filed 1425

DEC 18 1979 - 1 55 PM

INTERSTATE COMMERCE COMMISSION

RAILROAD EQUIPMENT SUBLEASE
AND AGREEMENT TO CONVEY

Dated as of *December 14*, 1979

BETWEEN

ALLIED CHEMICAL CORPORATION,
Sublessor

AND

LCP TRANSPORTATION, INC.,
Sublessee

Filed and recorded with the Interstate Commerce Commission
pursuant to 49 U.S.C. §11303 on , 1979, Recordation
No.

RAILROAD EQUIPMENT SUBLEASE AND AGREEMENT TO CONVEY

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RAILROAD EQUIPMENT SUBLEASE AND AGREEMENT TO CONVEY

THIS RAILROAD EQUIPMENT SUBLEASE AND AGREEMENT TO CONVEY dated as of ~~October~~ ^{December} 14, 1979 (the "Sublease"), between ALLIED CHEMICAL CORPORATION, a New York corporation ("Sublessor"), with a principal office at Columbia Road and Park Avenue, Morris Township, New Jersey and a post office address at P.O. Box 1219R, Morristown, New Jersey 07960, and LCP TRANSPORTATION, INC., a Delaware corporation ("Sublessee"), with a principal office and post office address at 14 Commerce Drive, Cranford, New Jersey 07016;

WHEREAS, Alltank Equipment Corp., a Delaware corporation ("Alltank"), having an address in care of Hubbard, Westervelt & Mottelay, Inc., One Liberty Plaza, New York, New York 10006 by a Railroad Equipment and Lease Agreement dated as of July 15, 1972, as supplemented as of June 15, 1973 and February 15, 1974 (collectively the "Alltank Lease"), has leased to Sublessor the railroad cars listed and described in Schedule A attached hereto and made a part hereof for a basic term of 20 years commencing on August 1, 1972 and ending at midnight on August 1, 1992, a copy of which Alltank Lease is attached hereto as Exhibit A;

WHEREAS, First Union Properties, Inc., a Delaware corporation ("First Union"), having an address in care of The Prentice-Hall Corporation System, Inc., 229 South State Street,

Dover, Delaware, 19901, by a Railroad Equipment and Lease Agreement dated as of March 28, 1966, as supplemented as of November 15, 1966 (collectively the "1966 First Union Lease"), has leased to Sublessor the railroad cars listed and described in Schedule B attached hereto and made a part hereof, for a basic term of 20 years commencing on April 1, 1967 and ending at midnight on March 31, 1987, a copy of which 1966 First Union Lease is attached hereto as Exhibit B;

WHEREAS, First Union by a Railroad Equipment and Lease Agreement dated as of July 1, 1964, as supplemented as of December 15, 1964 (collectively the "1964 First Union Lease"), has leased to Sublessor the railroad cars listed and described in Schedule C attached hereto and made a part hereof for a basic term of 20 years commencing on April 1, 1965 and ending at midnight on March 31, 1985, a copy of which 1964 First Union Lease is attached hereto as Exhibit C;

WHEREAS, First Union by a Lease of Railroad Equipment dated as of October 2, 1962, as supplemented as of December 4, 1962 and June 4, 1963 (collectively the "1962 First Union Lease"), has leased to Sublessor the railroad cars listed and described in Schedule D attached hereto and made a part hereof for a basic term of 20 years commencing on February 1, 1964 and ending at midnight on January 31, 1984, a copy of which 1962 First Union Lease is attached hereto as Exhibit D;

WHEREAS, the Alltank Lease, the 1966 First Union Lease, the 1964 First Union Lease and the 1962 First Union Lease may also be collectively referred to herein as the "Leases," and Alltank and First Union may also be referred to herein as the "Lessors" or the "respective Lessor" as the case may be;

WHEREAS, pursuant to each of the Leases, Sublessor is authorized to sublease the railroad cars listed and described in Schedules A, B, C and D attached hereto and made a part hereof (the "Cars"), provided that such Leases shall continue in full force and effect and all obligations of Sublessor thereunder shall continue in full force and effect as the obligations of a principal and not as the obligations of a guarantor or a surety;

WHEREAS, the Leases are now in full force and effect and Lessor has the right, power and authority to sublet the Cars upon the terms and conditions of this Sublease;

WHEREAS, Sublessee desires to accept and sublease the Cars upon the terms and conditions of this Sublease;

NOW, THEREFORE, Sublessor, for and in consideration of the payments hereinafter stipulated to be made by Sublessee, and the covenants and agreements hereinafter contained to be kept and performed by Sublessee and for other good and valuable consideration, does by these presents hereby sublease to Sublessee the Cars under the following terms and conditions:

Section 1. Title. Title to the Cars shall at all times remain in the respective Lessor and at no time shall title become vested in Sublessee, except as otherwise expressly provided in this Sublease. This is a contract of lease only, and Sublessee shall acquire no right, title or interest in or to the Cars, other than the right to use and purchase the same under the terms and conditions hereof.

Section 2. Delivery. Sublessee acknowledges delivery of the Cars to it as Sublessee and its acceptance and possession hereunder. Sublessor makes no warranty or representation whatsoever, express or implied, in respect of the Cars, either as to their fitness for use, design or condition, as to quality of the material or workmanship therein, or as to each respective Lessor's title thereto or otherwise, it being agreed that all such risks are to be borne by Sublessee. Sublessor hereby irrevocably appoints and constitutes Sublessee its agent and attorney-in-fact for and in its name and behalf and for the account of Sublessee to make and enforce, from time to time, at Sublessee's sole cost and expense, whatever claim or claims Sublessor or the respective Lessor may have against the seller or the manufacturer of the Cars under any warranty, express or implied, in respect thereof.

Section 3. Term of Sublease. This Sublease shall be and remain in force for a term commencing with the execution and delivery hereof and ending at midnight on the day next

preceding the following dates: (a) November 1, 1982 with respect to the Cars under the Alltank Lease listed in Schedule A, (b) March 31, 1980 with respect to the Cars under the 1966 First Union Lease listed in Schedule B and the 1964 First Union Lease listed in Schedule C, and (c) January 29, 1980 with respect to the Cars under the 1962 First Union Lease listed in Schedule D. By such dates Sublessor agrees to obtain right, title and interest in the Cars pursuant to the terms of the respective Leases; provided, however, that the provisions of Section 16 hereof shall survive this term. Sublessee acknowledges that each respective Lessor reserves to itself, in addition to the other rights and remedies herein expressed or which are or may hereafter be conferred upon such Lessor by law, the right to terminate the respective Lease and the leasehold estate thereby granted as provided in such Lease.

Section 4. Rent.

(A) Basic Rent. As basic rent, Sublessee shall pay to Sublessor the sum of \$1.00 per year.

(B) Additional Rent. Sublessee will also pay, as additional rent, all other amounts, liabilities and obligations which Sublessee herein assumes or agrees to pay, except that amounts payable as liquidated damages referred to in Section 21 hereof shall not constitute additional rent. In the event of any failure on the part of Sublessee to pay additional rent, Sublessor shall have all rights, powers and remedies provided

for herein or by law or equity or otherwise in the case of nonpayment of rent.

(C) No Set-Off. Sublessee shall pay basic rent and additional rent without notice, demand, set-off, counter-claim, deduction, defense, abatement, suspension, deferment, diminution or reduction and, except as otherwise expressly provided in Sections 14, 15 and 16 of this Sublease, Sublessee shall have no right to terminate this Sublease or to be released, relieved or discharged from any obligations or liabilities hereunder for any reason whatsoever, including without limitation: (i) any damage to, or destruction, theft or loss of, the Cars; (ii) any limitation, restriction, deprivation or prevention of, or any interference with, any use of the Cars; (iii) any confiscation, requisition or taking of the Cars by any governmental authority; (iv) any action, omission or breach on the part of the respective Lessor, the Trustee (as defined in the Alltank Lease), any Assignee (as defined in the 1962 First Union Lease, the 1964 First Union Lease or the 1966 First Union Lease) or the holder of any obligation or indebtedness secured under the respective Leases or any assignment thereof or under any other agreement at the time existing between Sublessee, Sublessor, such Lessor, such Trustee, such Assignee or such holder; (v) the breach of any warranty of the seller or the manufacturer of the Cars; (vi) any defect in such Lessor's title to the Cars; (vii) any claim as a result of any other

business dealings of such Lessor, such Trustee, Sublessor, such holder or Sublessee; or (viii) any insolvency, bankruptcy, liquidation, reorganization, readjustment, composition, dissolution, winding up or similar proceeding involving or affecting such Lessor, such Trustee, such Assignee, Sublessor or such holder or any action with respect to any of such Leases which may be taken by any trustee or receiver of Lessor, such Trustee, such Assignee, Sublessor or such holder or by any court in any such proceeding; and Sublessee hereby covenants and agrees that it will remain obligated under this Sublease in accordance with its terms, and that it will not take any action to terminate the term of this Sublease (except as expressly provided in Sections 14, 15 and 16), terminate this Sublease, or rescind or avoid this Sublease, notwithstanding any of the foregoing. All payments by Sublessee hereunder shall be final, and Sublessee will not seek to recover any such payment or any part thereof for any reason whatsoever. Sublessee waives all rights now or hereafter conferred by statute or otherwise (i) to quit, terminate or surrender this Sublease, or (ii) to any abatement, suspension, deferment, diminution or reduction of additional rent, on account of any such occurrence or otherwise.

(D) Invoicing. Sublessor may invoice Sublessee on a monthly basis but shall invoice on at least an annual basis with respect to amounts payable by Sublessee hereunder which invoice shall be supported by such details of the additional rent as described above in Section 4(B) as

Sublessee may reasonably request, and payment shall be due in cash within fifteen (15) business days from the date of receipt of the invoice. The acceptance by Sublessor of payment drafts, checks or other form of payment will be subject to immediate collection of the full face amount thereof.

Section 5. Mileage Allowances. Sublessee shall receive, insofar as applicable law and regulations allow, all mileage allowances, rentals and/or other compensation payable by carriers by reason of the use of the Cars (hereinafter called "Mileage"), and it is understood and agreed that if for any reason Sublessor receives any Mileage, then (unless an event of default specified in Section 21 shall have occurred and be continuing) Sublessor shall promptly remit such Mileage to Sublessee.

Section 6. Identifying Legend. Sublessee shall cause to be plainly, distinctly, permanently and conspicuously stencilled upon each side of the following Cars words in letters not less than one inch in height as follows:

(A) With respect to each of the Cars listed in Schedule A,

"ALLTANK EQUIPMENT CORP., AS OWNER, LESSOR
THE NATIONAL SHAWMUT BANK OF BOSTON, AS TRUSTEE,
MORTGAGEE AND ASSIGNEE"

(B) With respect to each of the Cars listed in Schedules B, C and D:

"FIRST UNION PROPERTIES, INC., AS OWNER, LESSOR
BANKERS TRUST COMPANY, AS TRUSTEE, MORTGAGEE AND
ASSIGNEE"

If during the continuance of this Sublease any of such words shall at any time be defaced or destroyed on any Car, Sublessee shall immediately cause such defaced or destroyed words to be restored or replaced. Sublessee shall not allow the name of any person, firm, corporation or entity to be placed on any of the Cars as a designation which might be interpreted as indicating a claim of ownership thereof by any person, firm, corporation or entity other than such Lessor; but Sublessee may letter the Cars with the names or initials or other insignia now or hereafter customarily used by Sublessee on its railroad cars, if any, of the same or a similar type.

Except as set forth in this Section, Sublessee shall cause Sublessor's trademark, logotype or other identifying mark to be removed from the Cars.

Section 7. Numbering. Sublessor has caused the identifying symbol GCX, ACDX or ACSX, as the case may be, to be placed on, and a car number to be assigned to and placed on, each side of each such Car, such car numbers being as set forth in Schedules A, B, C and D hereof, and at all times during the term of this Sublease Sublessee will cause each Car subject to this Sublease to bear on each side thereof such identifying symbol and the car number so assigned to it.

Section 8. Taxes and Other Charges.

(A) Sublessee shall duly pay to the governmental or other authority assessing, levying or imposing the same, as additional rent, before they become delinquent, all taxes, assessments and other governmental charges levied or assessed upon the Cars or the interest of Sublessee therein or in respect thereof, the use or operation thereof or the earnings arising from the use or operation thereof, and all sales and use taxes which may be levied or assessed against the respective Lessor, Sublessor or Sublessee on account of the acquisition or leasing of the Cars, and shall promptly pay or reimburse such Lessor, with notice of such payment to Sublessor, for all taxes, assessments and other governmental charges levied or assessed against such Lessor on account of its ownership of the Cars or any thereof or in respect of the use or operation thereof, exclusive, however, of taxes on such Lessor's income or on Mileage retained by such Lessor (except any such tax on such Lessor's income which is in substitution for, or relieves Sublessor or Sublessee from the payment of, taxes which it would otherwise be obligated to pay or reimburse as hereinbefore provided, and except as otherwise provided in Section 12 hereof). In the event any tax reports are required to be made on the basis of individual Cars, Sublessee will either make such reports in such manner as to show the ownership of such Cars by such Lessor or will notify such Lessor and Sublessor of such

requirement and will make such report in such manner as shall be satisfactory to the Lessor and Sublessor.

(B) Sublessee covenants to furnish to Sublessor and the respective Lessor, within 60 days after demand by Sublessor or such Lessor, proof of the payment of any tax, assessment, or other governmental or similar charge in respect of the Cars which is payable by Sublessee as provided in this Section.

Section 9. Reports and Inspection. Sublessee will furnish to the respective Lessor and to Sublessor on or before the 15th day of March, 1980, and annually thereafter if applicable, and at such other times as such Lessor or Sublessor shall reasonably request, during the continuance of this Sublease, a certificate signed by the President or any Vice President of Sublessee (an "Authorized Officer"), stating

(i) as of the preceding 31st day of December, (a) the car numbers of all Cars then subject to this Sublease, and (b) the car numbers of all Cars that have become lost, destroyed or damaged beyond repair or the title or use of which has been confiscated, requisitioned or taken during the period elapsed since the end of the period covered by the last previous such certificate (or since the date of delivery hereof in the case of the first such report), and

(ii) that, in the case of all Cars repainted or repaired during such period, the stencilled identification legends required to be placed thereon by Section 6 hereof have

been replaced or preserved on such Cars or that such Cars have been again stencilled as required by Section 6 and that the identifying symbol and the appropriate car number have been replaced or preserved on each side of each such Car in accordance with Section 7 hereof.

Sublessor and the respective Lessor shall have the right, by their authorized representatives, to inspect the Cars, at the sole but reasonable cost and expense of Sublessee, at such times as shall be reasonably necessary to confirm to such Lessor and Sublessor the existence and proper maintenance thereof during the continuance of this Sublease.

Section 10. Recording. Sublessee will promptly cause this Sublease and each supplement hereto to be filed with the Interstate Commerce Commission and to be filed, registered or recorded wherever else required (and thereafter will cause it to be refiled, reregistered or rerecorded whenever and wherever required) in each place in the United States of America for the proper protection, to the satisfaction of Sublessor and the respective Lessor, of such Lessor's title to the Cars under the laws of any jurisdiction within the United States; Sublessee will cause this Sublease and each supplement hereto to be filed, registered or recorded in such place outside the United States of America as such Lessor or Sublessor may reasonably request; and Sublessee will from time to time do and perform any other act and will execute, acknowledge, deliver,

file, register and record (and will refile, reregister and rerecord whenever required) any and all further instruments, required by law or reasonably requested by such Lessor or Sublessor, for the purpose of such protection of its title, or for the purpose of carrying out the intention of this Sublease and the respective Lease. Sublessee will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, reregister and rerecord whenever required) all other instruments (including but not limited to the Indenture (as defined in the Alltank Lease), manufacturer's certificates of construction and interchange agreements) in such manner and in such places as shall be required by any present or future law, rule or regulation. Sublessor hereby appoints Sublessee its agent and attorney-in-fact for and in its name and behalf to execute, acknowledge, deliver, file, register and record (and refile, reregister and rerecord) any and all instruments that Lessor or Sublessor may be required by law to file, register and record and Sublessee agrees so to do. Sublessee will pay all costs, charges and expenses incident to the filing, refiling, registering, reregistering, recording and rerecording of this Sublease and incident to the preparation, execution, filing, refiling, registering, reregistering, recording and rerecording of any such further instrument and incident to the taking of any such other action.

Section 11. Insurance; Indemnification.

(A) Sublessee agrees to obtain and maintain in full force and effect at its sole expense with insurers and in forms acceptable to Sublessor comprehensive general liability insurance connected with the use of the Cars to the extent of \$10,000,000 per occurrence against liability for bodily injury and \$10,000,000 per occurrence against liability for property damage. Such insurance shall include contractual liability insurance to the extent of such amounts to cover liability assumed by Sublessee under Section 11(B) hereof. Sublessee also agrees to maintain insurance against all risks of physical loss or damage on the Cars in the amount of \$5,000,000 per occurrence with a loss payable clause in favor of the respective Lessor, The National Shawmut Bank of Boston (as Trustee) or its successor, Bankers Trust Company (as Trustee) or its successors and Sublessor as their respective interests may appear. The insurance referred to in this Section 11(A) may be written with such deductible amounts as Sublessee deems appropriate, but not in excess of the lesser of (i) \$50,000 or (ii) deductible amounts applicable to insurance carried by Sublessee on other railroad rolling stock owned or operated by Sublessee. Sublessee agrees that insurance required hereunder of Sublessee shall be primary insurance with respect to any insurance that may be carried by Sublessor, the respective Lessor, the holder of any obligation or indebtedness secured under the

respective Leases or any assignments thereof and such Trustee. On the date hereof and by annually thereafter, Sublessee shall furnish to Sublessor the policy or policies of insurance required by this Section 11(A), or a certificate of insurance certifying all the requirements set forth in this Section. Such policy or policies, or such certificate, shall contain a provision requiring 30 days' prior written notice to the respective Lessor, the National Shawmut Bank of Boston (as Trustee) or its successor, Bankers Trust Company (as Trustee) or its successor and Sublessor, as the case may be, in the event of material change in coverage or cancellation thereof.

(B) Sublessee agrees to pay, and to protect, indemnify and save harmless, Sublessor and the respective Lessor, the holder of any obligation or indebtedness secured under the respective Leases or any assignment thereof and such Trustee from and against (i) any and all liabilities, damages, expenses (including, without limitation, attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from injury to persons or property growing out of or connected with the ownership or use of the Cars or resulting from the condition thereof, and (ii) any liability for violation of any agreement or condition of this Sublease to be performed by Sublessee or of conditions, agreements, restrictions, laws, ordinances, or regulations affecting the Cars or the ownership or use thereof.

Section 12. Liens, Encumbrances and Charges; Certain Rights Upon Discharge.

(A) Subject to Sections 19 and 20(B), Sublessee will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance and charge upon the Cars or any thereof or upon Sublessee's leasehold interest therein, and Sublessee agrees to protect and defend the title of the respective Lessor to the Cars from any such liens, encumbrances and charges; provided that Sublessee shall not be required to discharge any lien, encumbrance or charge created by Sublessor or such Lessor or resulting from actions of Sublessor or such Lessor unless it is necessary for Sublessee to discharge such lien, encumbrance or charge in order to comply with paragraph (B) of this Section.

(B) Any other provision of this Sublease notwithstanding, if for any reason whatsoever, (i) any additional rent, including without limitation any sums payable under this Section 12(B) (all such rents and sums being hereinafter in this Section 12(B) collectively called the rentals), payable during the term of this Sublease, shall be diminished or subject to any diminution through attachment, claims, demand, charge, lien, levy, order, process, encumbrance or for any other reason, similar or dissimilar to the foregoing, or shall be subject to withholding or diminution at the source, by reason of any taxes, assessments, expenses, indebtedness, obligations or liabilities

of any character, foreseen or unforeseen, incurred by or against any person, firm, corporation or entity whomsoever, including without limitation, Sublessor or the respective Lessor, or by reason of any claims, demands, charges or liens of any nature, foreseen or unforeseen, incurred by any person, including, without limitation, Sublessor or such Lessor, or against the rentals, or (ii) the payment in full of the rentals when the same are due and payable under this Sublease shall be delayed, hindered or prevented, or in any way adversely affected, or (iii) the use or application of the rentals by the respective Assignee or the respective Trustee shall be hindered, delayed or prevented or the right of such Assignee or such Trustee so to use or apply the same shall in any way be adversely affected, Sublessee will promptly pay as additional rent, and take any action and incur any additional expense that may be necessary to the proper application of, sums of money sufficient to (i) pay fully and discharge such taxes, assessments, expenses, indebtedness, obligations and liabilities and to eliminate or nullify the cause of such attachment, withholding, diminution, claim, demand, charge, lien, levy, order, process and encumbrance, and (ii) eliminate or prevent any delay, hindrance or obstacle in the payment in full of the rentals when the same are due and payable under this Sublease.

Section 13. Maintenance; Compliance with Laws and Rules; Ownership of Replaced Parts; Location of Certain Cars.

Sublessee agrees to maintain and keep the Cars in good mechanical

condition, repair and order, ordinary wear and tear excepted, at its own cost and expense. Sublessor or the respective Lessor shall not be required to make any repairs or replacements of any nature or description with respect to the Cars or to make any expenditure whatsoever in connection with this Sublease or to maintain the Cars.

Sublessee agrees to comply with all governmental laws, regulations and requirements, and with the Rules of Interchange of the Association of American Railroads (or of any successor thereto), with respect to the use, maintenance and operation of each Car; in case any equipment or appliance on any Car shall be required to be changed or replaced, or in case any additional or other equipment or appliance is required to be installed on any Car in order to comply with such laws, regulations, requirements and Rules, Lessee agrees to make such changes, additions and replacements; and Lessee agrees to maintain each Car in full compliance with such laws, regulations, requirements and Rules so long as it is subject to this Lease.

Any replacement parts installed upon the Cars by Sublessee shall belong to the respective Lessor during the term of the respective Leases and Lessor shall have full right, power and authority in respect of such property.

Sublessee agrees to notify Sublessor of the GCX identifying mark and location of each Car listed in Schedule A hereto used outside the United States during any month. Such

notice shall be in writing and shall be given within five business days after receipt by the Sublessee of a written request for such information by Sublessor, the Alltank Lessor or the Trustee under the Alltank Lease.

Section 14. Payment for Lost, Destroyed or Damaged Cars and for Cars Confiscated, Requisitioned or Taken.

(A) If any Car shall become lost, destroyed or damaged beyond repair or if any governmental or quasi-governmental authority shall confiscate, requisition or take the title to any Car, then on the last day of March, June, September or December next succeeding the day on which such loss, destruction, damage, confiscation, requisition or taking shall occur, Sublessee shall pay to Sublessor as additional rental an amount in cash equal to the unamortized value of such Car as set forth in Schedule I and Schedules A, B, C or D hereto, and such payment will be credited as a prepayment pursuant to the Promissory Note dated of even date herewith and executed by Linden Chemicals and Plastics, Inc., the parent of Sublessee, ("Linden"), payable to the order of Sublessor, (the "Note"). Sublessee may not effect a substitution pursuant to Section 15 hereof of any Car so lost, destroyed, damaged, confiscated, requisitioned or taken.

(B) Whenever any such cash payment is made to Sublessor under this Section with respect to any Car, (i) as soon as released to Allied under the respective Lease, such Car shall thereafter no longer be deemed to be one of the Cars

subject to this Sublease, (ii) if such payment shall be made by reason of loss, damage or destruction, Sublessee shall be entitled to the proceeds of any settlement made by any insurance company, railroad company or other person, firm, corporation or entity in connection with such loss, destruction or damage beyond repair, whether such settlement is made with Sublessor, the respective Lessor or Sublessee, except that if such Lessor or Sublessor (with the consent of Sublessee) shall take out and pay for any policy of insurance on such Car, then such Lessor or Sublessor shall be entitled to the entire proceeds of any settlement made under such policy in connection with such loss, destruction or damage beyond repair, and (iii) if such payment shall be made by reason of any confiscation, requisition or taking, Sublessee shall be entitled to any award or compensation allowed or paid. Sublessor hereby irrevocably authorizes and empowers Sublessee, in the name of Sublessor or otherwise, to negotiate, accept, reject, file and prosecute any claim, including what would otherwise be such Lessor's or Sublessor's claim, for any award or compensation on account of any confiscation, requisition or taking referred to in this Section and to collect and receipt for the same. Sublessee shall bear the risk of and, except as provided in this Section, shall not be released from its obligations hereunder in the event of any loss, destruction, damage, confiscation, requisition or taking of any of the Cars for any cause

whatsoever after the acceptance of delivery thereof hereunder by the Sublessee. Sublessee shall bear all cost and expenses incurred in connection with the obtaining of any settlement or the obtaining of any award.

(C) Sublessee shall notify Sublessor in writing of the loss, destruction, irreparable damage, confiscation, requisition or taking of any Car promptly after the same shall occur.

Section 15. Substitution of Cars. Provided that Sublessee shall not be in default under this Sublease, and subject to any applicable provisions (including notice by the respective Lessor to the respective Trustee) of the respective Indenture, Sublessee at any time and from time to time upon 30 days' prior notice to such Lessor and Sublessor may substitute for any five or more Cars (in this Section termed "Replaced Cars") other railroad cars manufactured after the date of the respective Lease (in this Section termed "Substituted Cars"), provided that upon each substitution of cars:

(i) each Substituted Car shall have an estimated remaining useful life not less than the greatest estimated remaining useful life of any Replaced Car, as evidenced by a certificate of an Authorized Officer of Sublessee, dated not earlier than 10 days prior to the date of such substitution;

(ii) the aggregate fair market value of the

Substituted Cars, as certified by such Officer, shall be not less than the greater of (a) the aggregate fair market value of the Replaced Cars, certified in like manner, which certificate shall state the fair market value of each Substituted Car or (b) the aggregate of the purchase prices which would be payable by the Sublessor for the Replaced Cars in the event of its purchase of such Replaced Cars pursuant to Section 16(A) of the respective Lease;

(iii) neither the aggregate of the Basic Rent payable under the respective Lease nor the aggregate of the purchase prices payable by Sublessor upon its purchase of any Car pursuant to any provision of such Lease shall be changed by reason of any substitution of Cars, and the amounts of Basic Rent and unamortized cost as determined in accordance with such Lease attributable to the Replaced Cars shall be allocated to the Substituted Cars in the same proportion as the fair market value of each Substituted Car, as certified as aforesaid, shall bear to the fair market value of all Substituted Cars;

(iv) Sublessee shall deliver to the respective Lessor (with a copy to the Sublessor) a bill of sale for the Substituted Cars warranting that Sublessee has title thereto free and clear of all liens and encumbrances;

(v) Sublessee shall deliver to Sublessor and the respective Lessor an opinion of Sublessee's outside counsel

to the effect that Sublessee lawfully owns the Substituted Cars and has good and valid title thereto, free of all liens and encumbrances and as to the matters specified in Section 18 hereof;

(vi) Sublessee shall deliver to such Lessor (with a copy to the Sublessor) a certificate, dated not earlier than 10 days prior to the date of such substitution and signed by an Authorized Officer of Sublessee, setting forth the date of manufacture of each Substituted Car, the original cost thereof, the current book value thereof, the unamortized cost of each Replaced Car as determined as provided in the respective Leases and stating that the Sublessee intends to use the Substituted Cars in its business, and that the appropriate identifying legend, symbol and number have been placed on each Substituted Car as provided in Section 6 and Section 7 hereof;

(vii) Sublessee shall deliver to such Lessor (with a copy to Sublessor) on the date of substitution a certificate, dated such date, and signed by an Authorized Officer of Sublessee, to the effect that (a) the substitution has been duly authorized by Sublessee, (b) such Lessor and Sublessor have no unsatisfied obligations to Sublessee (other than those imposed on Lessor by such Lease), and no offset exists with respect to the sums payable by Sublessee hereunder and no default on the part of Sublessee exists hereunder and (c) the Substituted Cars

comply with all applicable laws, ordinances, rules and regulations and may be used for the purposes contemplated by the Sublessee;

(viii) Sublessee shall pay all taxes, including all sales and use taxes (except taxes measured by income) and expenses incurred by such Lessor, Sublessor and Sublessee upon or in connection with each such substitution of cars;

(ix) the provisions of Section 5.05 of the Indenture relating to the Alltank Lease shall be complied with, at Sublessee's expense and with Sublessor's cooperation; with the written consent of Sublessor, which consent shall not be unreasonably withheld, there shall be executed and delivered a supplement to the respective Lease in form and substance satisfactory to such Lessor and such Trustee

(a) conveying and transferring the Substituted Cars and confirming that they are subject to such Lease,

(b) amending the appropriate Schedule to such Lease so as to remove therefrom and terminate such Lease as to the Replaced Cars and to add thereto and make the Substituted Cars subject to the Lease,

(c) making such other changes in such Lease as may be necessary by reason thereof, and

(d) ratifying and confirming the Lease in all other respects; and

(x) Lessor under the Alltank Lease shall deliver

a bill of sale or other instrument conveying title to the Replaced Cars to Sublessee, provided that such Lessor shall not be obligated to give any better title than was conveyed to the Lessor at the time of Lessor's acquisition of title, and Sublessee shall accept such title subject to (i) any liens, encumbrances, charges, exceptions and restrictions not created or caused by the Lessor and (ii) any laws, regulations and ordinances.

Section 16. Purchase Options in Favor of Sublessor Under the Respective Leases. Sublessor and Sublessee hereby agree as follows with respect to the exercise of the purchase options regarding the Cars under Section 16 of the respective Leases:

(A) Sublessor agrees to notify the respective Lessor of Sublessor's intention to terminate the term of the respective Leases of the Cars and to obtain the right, title and interest in the Cars pursuant to the terms of the respective Leases as of or prior to the following dates: (i) November 1, 1982 with respect to the Cars under the Alltank Lease listed in Schedule A, (ii) March 31, 1980 with respect to the Cars under the 1966 First Union Lease listed in Schedule B and the 1964 First Union Lease listed in Schedule C and (iii) January 29, 1980 with respect to the Cars listed under the 1962 First Union Lease listed in Schedule D.

(B) When Sublessor obtains the right, title and

interest of the Cars or portions thereof by exercise of any options or rights under the Lease or otherwise ("Purchase of the Cars"), Sublessor shall deliver to Sublessee written notice of such exercise or occurrence at the time it gives such notice to the respective Lessor.

(C) Sublessor hereby grants to Sublessee the right to purchase the Cars or portions thereof from Allied Chemical for the consideration of One Dollar (\$1) upon Sublessor's Purchase of the Cars. Sublessee hereby agrees that it shall exercise said right, and Sublessor and Sublessee agree to close Sublessee's purchase of such cars simultaneously with the closing of Sublessor's Purchase of the Cars. At the Closing, Sublessor shall sell such Cars to Sublessee upon the terms and conditions set forth in Section 17 hereof, conveying to Sublessee as good and marketable title to such Cars as Sublessor receives pursuant to Section 17 of the Alltank Lease and Section 18 of the other respective Leases. Sublessee's right, title and interest in the Cars shall be subject to the second lien of Sublessor created by the mortgages and other security documents dated of even date herewith and executed by Linden.

Section 17. Payment and Title Upon Purchase. In the event of any purchase of any one or more or all of the Cars by Sublessee pursuant to any provision of this Sublease, Sublessor shall not be obligated to give any better title than existed

at the time of the respective Lessor's acquisition of title, and Sublessee shall accept such title subject, however, to (i) any liens, encumbrances, charges, exceptions and restrictions not created or caused by such Lessor or Sublessor and (ii) any laws, regulations and ordinances.

Sublessee shall tender to Sublessor the consideration for the purchase, and Sublessor shall deliver a bill of sale or other instrument conveying title to the Cars to be purchased to Sublessee pursuant to this Section. Sublessee shall pay all charges incident to any sale or transfer, including applicable federal, state or local taxes and the like. Title to such Cars shall be delivered to Sublessee at such place and time as Sublessor and Sublessee shall agree.

This Sublease shall not terminate on the date on which Sublessee shall be obligated to purchase the Cars to be purchased, nor shall Sublessee's obligations hereunder cease until Sublessee shall have discharged, or made provisions satisfactory to Sublessor for the discharge of, all other obligations and liabilities, actual or contingent, of Sublessee under this Sublease, which obligations and liabilities shall have arisen on or before the date for the Purchase of the Cars.

Section 18. Opinions of Counsel. Concurrently with the execution and delivery of any supplement to this Sublease, Sublessee will deliver to Sublessor the written opinion of Sublessee's outside counsel, in form and substance satisfactory

to Sublessor and its counsel, to the effect that

(i) Sublessee is a corporation duly organized and validly existing under the laws of the State of Delaware and in good standing under the laws of the States of New Jersey and Delaware, with all requisite power and authority to enter into and perform this Sublease, including any supplement hereto, and to lease and operate the Cars;

(ii) this Sublease, including any supplement hereto, has been duly executed and delivered, pursuant to due authorization, by Sublessee and constitutes a valid and binding agreement legally enforceable against Sublessee in accordance with its terms and has been recorded or filed in all offices in which recording or filing is necessary to give notice or to protect the validity thereof under the laws of any jurisdiction within the United States;

(iii) no authorization, order, license, permit, franchise, or consent of, or registration, declaration or filing with, any governmental authority is required in connection with the execution, delivery or performance of this Sublease and any supplement hereto or if any such approval, authorization, order, license, permit, franchise, consent, registration, declaration or filing is required, specifying the same and stating that the same has been obtained or made and is in full force and effect;

(iv) neither the execution or delivery of this Sublease

and any supplement hereto, nor performance hereof, nor the consummation of the transactions herein contemplated will conflict with or result in a breach of any of the terms, provisions or conditions of the certificate of incorporation or by-laws of Sublessee, or of any present statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any court or governmental authority, or of any agreement or instrument to which Sublessee is a party or by which it is bound, or constitute a default thereunder, or result in the creation of any lien, charge or encumbrance upon the Sublessee's leasehold interest under this Sublease, including any supplement hereto, in the Cars pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Sublessee is a party or by which it may be bound; and

(v) as to such other matters incident to the transactions contemplated as Sublessor may reasonably request.

Section 19. Assignment and Subletting.

(A) With the prior written consent of the Sublessor, Sublessee may sublet the Cars and may renew, amend, release or cancel any sublease entered into pursuant to this Section; provided that no sublease shall affect or reduce any of the obligations of Sublessee hereunder, but this Sublease shall continue in full force and effect and all obligations of Sublessee hereunder shall continue in full force and effect as the

obligations of a principal and not as the obligations of a guarantor or surety. Neither this Sublease nor the term hereby demised and let shall be mortgaged by Sublessee nor shall Sublessee mortgage or pledge the interest of Sublessee in and to any sublease or the rentals payable thereunder. Any such mortgage and any such sublease or pledge made by Sublessee in violation of this Section shall be void.

(B) Sublessee may not assign or otherwise transfer, or suffer or permit to be assigned or otherwise transferred by operation of law or otherwise, any of its rights and interest hereunder. Sublessor may assign any of its rights and interest hereunder and when assigned such rights shall vest in the assignee. Notwithstanding the provisions of paragraphs (A) and (B) of this Section, Sublessee, without the written consent of Sublessor may further sublet the Cars to Linden Chemicals and Plastics, Inc. or to any wholly-owned Subsidiary of Linden Chemicals and Plastics, Inc.

(C) Notwithstanding the provisions of paragraphs (A) and (B) of this Section, Sublessee, without the written consent of Sublessor may further sublet the Cars to Linden Chemicals and Plastics, Inc. or to any wholly-owned Subsidiary of Linden Chemicals and Plastics, Inc.

Section 20. Default; Permitted Contests.

(A) If Sublessee at any time shall fail to make any payment or perform any act on its part to be made or performed

under this Sublease, then Sublessor may (but shall not be obligated to), without notice to or demand upon Sublessee and without waiving or releasing Sublessee from any obligations or default of Sublessee hereunder, make any such payment or perform any such act for the account and at the expense of Sublessee. All sums so paid by Sublessor and all necessary and incidental costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection with the performance of any such act by Sublessor, together with interest at the rate of 12% per annum from the date of the making of such payment or the incurring of such costs and expenses by Sublessor, shall be deemed additional rent hereunder and shall be payable by Sublessee to Sublessor, on demand, and Sublessee covenants to pay any such sum or sums with interest, as aforesaid.

(B) Sublessee shall not be required by any provision of this Sublease to pay, discharge or remove any tax, lien, assessment, or encumbrance, or any other imposition or charge on or against the Cars or any thereof, so long as Sublessee shall (after prior written notice to Sublessor and the respective Lessor) in good faith contest at its expense the same or the validity or amount thereof by appropriate legal proceedings which shall operate to prevent the collection or satisfaction of the tax, lien, assessment, encumbrance, imposition or charge so contested and the sale of the Cars or any thereof to satisfy the same, and pending any such proceedings Sublessor shall not

have the right to pay, remove, or cause to be discharged the tax, lien, assessment, encumbrance, imposition or charge thereby being contested, provided that Sublessee shall, prior to the date that any such item is claimed to be due and payable, have given such security as may be required in the proceedings and such reasonable security as may be demanded by the respective Lessor or Sublessor to insure such payment and prevent any sale or forfeiture of the Cars or any thereof by reason of such nonpayment, and provided further that such Lessor or Sublessor would not be in any substantial danger of civil or any danger of criminal liability by reason of such nonpayment.

Section 21. Events of Default. If any one or more of the following events (herein sometimes called "events of default") shall happen (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity, or before any administrative tribunal, which have or might have the effect of preventing Sublessee from complying with the terms of this Sublease):

(i) default shall be made in the observance of any of the covenants, conditions and agreements on the part of Sublessee contained herein and such default shall continue for 30 days after written notice from the respective Lessor, or for 25 days after written notice from Sublessor, to Sublessee specifying the default and demanding the same to be remedied; or

(ii) the estate or interest of Sublessee in any

of the Cars shall be levied upon or attached in any proceeding and such process is not vacated or discharged within 60 days after such levy or attachment; or

(iii) a decree or order by a court having jurisdiction shall have been entered in a proceeding brought against Sublessee

(a) adjudging Sublessee a bankrupt or insolvent, or

(b) approving as properly filed a petition seeking reorganization of Sublessee under the federal bankruptcy act or any other state or federal law relating to bankruptcy or insolvency, or

(c) for the appointment of a receiver or liquidator or trustee in bankruptcy or insolvency of Sublessee or of its property or any substantial portion of its property, or

(d) for the winding up or liquidation of the affairs of Sublessee,

and such decree or order shall have remained in force undischarged and unstayed for 30 days (except that no period of time shall be necessary in the case of clause (a) above); or

(iv) Sublessee shall

(a) institute proceedings to be adjudged a voluntary bankrupt, or

(b) consent to the filing of a bankruptcy proceeding against it, or

(c) file a petition or answer or consent seeking reorganization or readjustment under the federal bankruptcy act or any other state or federal law, or otherwise invoke any law for the aid of debtors, or consent to the filing of any such petition, or

(d) consent to the appointment of a receiver or liquidator or trustee in bankruptcy or insolvency of it or of its property or any substantial portion of its property, or

(e) make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or

(f) take any corporate action in furtherance of any of the aforesaid purposes or

(g) an event of default shall occur and be continuing under the Note dated the date hereof from Linden to Sublessor (the "Note"),

then, in any such case, Sublessor or the respective Lessor, at its option may

(1) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Sublessee of the applicable covenants of this Sublease or to recover damages for the breach thereof; or

(2) by notice to Sublessee terminate the term of this Sublease, whereupon all right of Sublessee to the use of the Cars shall forthwith terminate as though this

Sublease had never been made, but Sublessee shall remain liable as hereinafter provided; and thereupon Sublessor or such Lessor may by its agents enter upon and take possession of all or any of the Cars and thenceforth hold, possess and enjoy the same free from any rights of Sublessee, or its successors or assigns, to use the same for any purposes whatever (including the right to sell the cars or any thereof upon any terms deemed satisfactory to Sublessor or such Lessor); but Sublessor and such Lessor shall, nevertheless, have the right to recover from Sublessee any and all amounts which under the terms of this Sublease may be then due or which may become due and unpaid for the use of the Cars and also to recover forthwith from Sublessee any damages or expenses, including reasonable attorneys' fees, which Sublessor and such Lessor shall have sustained by reason of the breach of any covenant or covenants of this Sublease. Sublessee hereby waives, to the full extent permitted by law, any right it may have to require the sale or lease, in mitigation of damages, of the Cars, but Sublessee shall be entitled to receive credit for any amount received in respect of such sale or lease.

Anything to the contrary hereinabove contained notwithstanding, any nonpayment of additional rent due hereunder, whether during the applicable period within which a default may be cured or for a longer period, and whether or not deemed a

default or violation of this Sublease, shall result in the obligation on the part of Sublessee to pay also an amount equal to 12% per annum of additional rent, as the case may be, for the period of time during which such additional rent shall be overdue.

The remedies in this Section provided in favor of Sublessor or such Lessor shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing under this Sublease or the respective Lease, at law or in equity. The Sublessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of the remedies in this Section provided, to the extent that such waiver is permitted by law. Extension of time for any payment of additional rent, acceptance of a part thereof or failure of Sublessor to enforce promptly any breach of this Sublease by Sublessee shall not constitute a waiver of any of Lessor's rights under this Section.

Section 22. No Claims Against Sublessor. Nothing contained in this Sublease shall constitute any consent or request by Sublessor, express or implied, for the performance of any labor or services in respect of the Cars or any thereof, nor as giving Sublessee any right, power or authority to contract for or permit the performance of any labor or services as would permit the making of any claim against Sublessor.

Section 23. Notices, Etc. During the term of this Sublease, all notices, demands, requests, approvals, consents, and other similar instruments of whatsoever kind or character to which Sublessor or the respective Lessor may be entitled or which may be required pursuant to this Sublease to be given to Sublessor or such Lessor shall be made and delivered to Sublessor or such Lessor. All such notices, demands, requests, approvals and other similar instruments under this Sublease shall be in writing, and shall be deemed to have been properly given if sent by United States registered or certified mail, postage prepaid, (i) if to Sublessee, addressed to Sublessee at its address set forth above, or at such other address as Sublessee from time to time may have designated by notice to Sublessor, (ii) if to Sublessor, addressed to Sublessor at its address set forth above, or at such other address as Sublessor may have designated from time to time by notice to Sublessee, and (iii) if to any respective Lessor, addressed to such Lessor at its respective address set forth above, or at such other address as such Lessor may have designated from time to time by notice to Sublessor, who in turn will notify Sublessee of such other address.

Section 24. Waiver, Discharge, Headings, Counterparts. If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Sublease and any other application of such

term or provision shall not be affected thereby. Neither this Sublease nor any term or provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. The headings in this Sublease are for convenience of reference only and shall not define or limit the provisions hereof. This Sublease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

Section 25. Construction. All capitalized terms used herein which are defined in the respective Leases shall have the definitions therein ascribed to them, except to such terms which are otherwise defined herein.

Section 26. New York Law. This Sublease shall be governed by and construed in accordance with the law of the State of New York.

Section 27. Successors. This Sublease shall be binding upon and inure to the benefit of the parties hereto and upon their respective successors and assigns.

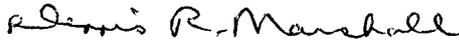
Section 28. Amendments to the Respective Leases. Sublessor agrees that it will not amend, or consent to any amendment to, the respective Leases, where such amendments would materially adversely affect the rights or obligations of Sublessee under such Leases without the prior written consent

of Sublessee, except as otherwise expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers thereunto duly authorized, as of the date first above set forth.


ALLIED CHEMICAL CORPORATION,
as Sublessor

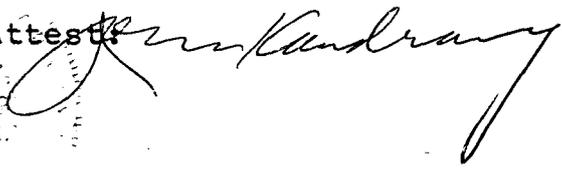
[Seal]

Attest:  Dennis R. Marshall



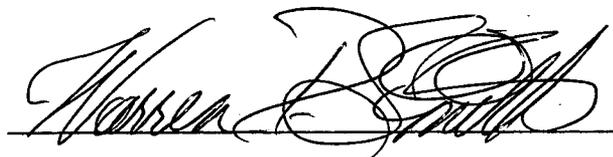
LCP TRANSPORTATION, INC.
as Sublessee

[Seal]

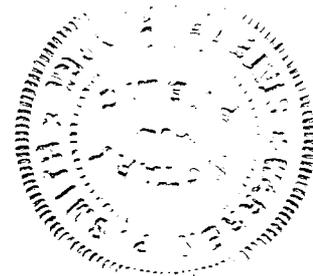
Attest: 

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

On this 12th day of December 1979, before me personally came C.A. Hansen, Jr., to me personally known, who being by me duly sworn, did depose and say that he resides at Highlands, New Jersey; that he is Chairman of the Board and Chief Executive Officer of LCP TRANSPORTATION, INC., the corporation described in, and which executed, the above Sublease and Agreement to Convey; that he knows the seal of said corporation; that the seal affixed to said Sublease and Agreement to Convey is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



WARREN B. SMITH
Notary Public, State of New York
No. 31468803
Qualified in New York County
Commission Expires March 30, 1980



SCHEDULE I

UNAMORTIZED VALUE OF CARS

On any payment date under the Note ("Note Payment Date") the Unamortized Value of any Car shall be an amount equal to the product of the percentage set forth in Column 2 below opposite such Note Payment Date times the Unamortized Value of such car, set forth in Schedules A, B, C or D, plus the installment due with respect to such Car on such Note Payment Date.

<u>Rent Payment Date</u>	<u>Column 2</u>	<u>Rent Payment Date</u>	<u>Column 2</u>
1	98.516%	21	59.660%
2	96.995	22	57.168
3	95.436	23	54.613
4	93.838	24	51.994
5	92.200	25	49.310
6	90.521	26	46.559
7	88.800	27	43.739
8	87.036	28	40.848
9	85.228	29	37.885
10	83.375	30	34.848
11	81.475	31	31.735
12	79.528	32	28.544
13	77.532	33	25.274
14	75.486	34	21.922
15	73.389	35	18.486
16	71.240	36	14.964
17	69.037	37	11.354
18	66.779	38	7.654
19	64.464	39	3.061
20	62.092	40	-0-

SCHEDULE A

Railroad Equipment and Lease Agreement dated as of July 15, 1972 between Alltank Equipment Corp. and Allied Chemical Corporation (hereinafter "1972"), as supplemented.*

<u>Number of Cars Per Group</u>	<u>Identifying Marks From</u>	<u>To</u>	<u>Type of Service</u>	<u>Applicable Agreement or Amendment</u>	<u>Unamortized Value Per Group</u>
5	GCX310204	310208	Caustic Soda	1972	\$ 55,000
1	310210		Caustic Soda	1972	11,000
1	310212		Caustic Soda	1972	11,000
1	310214		Caustic Soda	1972	11,000
10	416001	416010	Caustic Soda	1972	200,000
1	416013		Caustic Soda	1972	20,000
2	416015	416016	Caustic Soda	1972	40,000
6	416018	416023	Caustic Soda	1972	120,000
2	416025	416026	Caustic Soda	1972	40,000
2	416028	416029	Caustic Soda	1972	40,000
3	416031	416033	Caustic Soda	1972	60,000
1	416035		Caustic Soda	1972	20,000
7	416039	416045	Caustic Soda	1972	140,000
1	416047		Caustic Soda	1972	20,000
1	416048		Caustic Soda	1973	26,000
11	416050	416060	Caustic Soda	1973	286,000
3	416062	416064	Caustic Soda	1973	78,000
4	416066	416069	Caustic Soda	1973	104,000
4	416070	416073	Caustic Soda	1974	104,000
2	416075	416076	Caustic Soda	1974	52,000
25	417000	417024	Chlorine	1972	725,000
40	417100	417139	Chlorine	1972	1,160,000
14	417141	417154	Chlorine	1972	406,000
40	417156	417195	Chlorine	1972	1,427,000
<u>187</u>					<u>\$5,156,000</u>

*"1973" refers to the Supplement dated as of June 15, 1973 to Railroad Equipment & Lease Agreement dated as of July 15, 1972 between Alltank Equipment Corp. and Allied Chemical Corporation; "1974" refers to the Supplement dated as of February 15, 1974 to such Agreement.

11289

SCHEDULE B

Railroad Equipment and Lease Agreement dated as of March 28, 1966 between
First Union Properties, Inc. and Allied Chemical Corporation

<u>Number of Cars Per Group</u>	<u>Identifying Marks</u>		<u>Type of Service</u>	<u>Unamortized Value Per Group</u>
	<u>From</u>	<u>To</u>		
6	ACSX065501	065506	Chlorine	\$ 60,000
1	065508		Chlorine	10,000
7	065510	065516	Chlorine	70,000
7	065518	065524	Chlorine	70,000
1	610230		Caustic Soda	8,000
1	610232		Caustic Soda	8,000
1	610235		Caustic Soda	8,000
<u>1</u>	610237		Caustic Soda	<u>8,000</u>
<u>25</u>				<u>\$242,000</u>

11209

SCHEDULE C

Railroad Equipment and Lease Agreement dated as of July 1, 1964 (hereinafter "July 1964") between First Union Properties, Inc. and Allied Chemical Corporation as supplemented.*

<u>Number of Cars Per Group</u>	<u>Identifying Marks From</u>	<u>Marks To</u>	<u>Type of Service</u>	<u>Applicable Agreement or Amendment</u>	<u>Unamortized Value Per Group</u>
3	ACSX067011	067013	Caustic Soda	July 1964	\$ 21,000
1	067022		Caustic Soda	July 1964	7,000
1	067025		Caustic Soda	July 1964	7,000
1	610200		Caustic Soda	December 1964	8,000
1	610206		Caustic Soda	December 1964	8,000
1	610213		Caustic Soda	December 1964	8,000
2	610216	610217	Caustic Soda	December 1964	16,000
1	610219		Caustic Soda	December 1964	8,000
4	610222	610225	Caustic Soda	December 1964	32,000
1	610229		Caustic Soda	December 1964	8,000
1	610234		Caustic Soda	December 1964	8,000
<u>17</u>					<u>\$131,000</u>

*"December 1964" refers to Supplement No. 1 dated as of December 15, 1964 to Railroad Equipment and Lease Agreement dated as of July 1, 1964 between First Union Properties, Inc. and Allied Chemical Corporation.

11209

SCHEDULE D

Railroad Equipment and Lease Agreement dated as of October 2, 1962 between First Union Properties, Inc. and Allied Chemical Corporation as amended by Supplement No. 1 dated as of December 4, 1962 ("12/4/62")

<u>Number of Cars Per Group</u>	<u>Identifying Marks From</u>	<u>To</u>	<u>Type of Service</u>	<u>Applicable Agreement or Amendment</u>	<u>Unamortized Value Per Group</u>
7	ACDX060703	060710	Chlorine	12/4/62	\$ 24,000
1	060716		Chlorine	12/4/62	3,000
1	-	060719	Chlorine	12/4/62	6,000
5	060723	060727	Chlorine	12/4/62	19,000
9	060729	060737	Chlorine	12/4/62	45,000
3	060739	060741	Chlorine	12/4/62	15,000
3	060743	060745	Chlorine	12/4/62	20,000
5	060740	060752	Chlorine	12/4/62	25,000
1	060754		Chlorine	12/4/62	5,000
1	060756		Chlorine	12/4/62	5,000
1	060759		Chlorine	12/4/62	5,000
5	060761	060765	Chlorine	12/4/62	25,000
2	060757	060760	Chlorine	12/4/62	10,000
3	060772	060774	Chlorine	12/4/62	15,000
1	060779		Chlorine	12/4/62	5,000
11	060782	060792	Chlorine	12/4/62	55,000
7	060794	060800	Chlorine	12/4/62	35,000
3	060802	060804	Chlorine	12/4/62	15,000
1	060806		Chlorine	12/4/62	5,000
4	060808	060811	Chlorine	12/4/62	20,000
4	060813	060816	Chlorine	12/4/62	20,000
0	060818	060825	Chlorine	12/4/62	40,000
<u>06</u>					<u>\$417,000</u>

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