

LIDDELL, SAPP, ZIVLEY, HILL & LABOON

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ATTORNEYS

TEXAS COMMERCE TOWER

HOUSTON, TEXAS 77002

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TELEX 76-2616

TELECOPIER (713) 223-3717

1200 TEXAS COMMERCE TOWER

2200 ROSS AVENUE

DALLAS, TEXAS 75201

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301 CONGRESS AVENUE

SUITE 1400

HOUSTON, TEXAS 78701

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TELECOPIER (512) 320-4161

237 PARK AVENUE
NEW YORK, NEW YORK 10017
(212) 455-9300
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RECORDATION NO 16615 FILED 1425

NOV 20 1989 -3 05 PM November 15, 1989

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

9-324A033

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Recordation of Security Agreements Evidencing
Security Interests in Rolling Stock

Dear Secretary:

I have enclosed duplicate originals of each of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code:

- I. Rolling Stock Security Agreement, a primary document, dated November 7, 1989. The names and addresses of the parties to this Security Agreement are as follows:

Grantor: Columbia Nitrogen Corporation
23 Columbia Nitrogen Drive
Augusta, Georgia 30903

Grantee: Texas Commerce Bank National
Association, as Agent
712 Main Street
Houston, Texas 77002

A description of the equipment covered by this document is attached hereto as Schedule I.

- II. Rolling Stock Security Agreement (Second Priority) (FINSUB/CNC), a primary document, dated November 7, 1989.

The names and addresses of the parties to this Security Agreement are as follows:

Secretary
November 15, 1989
Page 2

Grantor: Columbia Nitrogen Corporation
23 Columbia Nitrogen Drive
Augusta, Georgia 30903

Grantor: Fertilizer Finance, Inc.
8 Greenway Plaza
Suite 702
Houston, Texas 77046

A description of the equipment covered by this document is attached hereto as Schedule II.

Please file the document described in Paragraph I above FIRST.

Please file the document described in Paragraph II above SECOND.

A fee of \$30.00 is enclosed (\$15.00 per document). Please return the original of each document after recordation to the undersigned.

Very truly yours,



Jackie H. Turk
Legal Assistant

JHT/rme
CNC05
Enclosures

xc: Ms. Mary H. Cook (Firm)
Ms. Pamela D. Nichols (Firm)

Interstate Commerce Commission
Washington, D.C. 20423

11/29/89

OFFICE OF THE SECRETARY

Jackie H. Turk
Liddell Sapp Zivley Hill & LaBoon
Texas Commerce Tower
~~Houston~~
Houston, Texas 77002
OU

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 11/20/89 at 3:05pm and assigned recordation number(s). 16615 & 16615-A

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

16615

RECORDED BY _____ FILED IN _____

ROLLING STOCK SECURITY AGREEMENT

NOV 20 1989 -3 05 PM

INTERSTATE COMMERCE COMMISSION

COLUMBIA NITROGEN CORPORATION, a Delaware corporation, hereinafter called "Grantor", whose address is 23 Columbia Nitrogen Drive, Augusta, Georgia 30903, and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, as Agent, under the Credit Agreement (as that term is hereinafter defined), hereinafter, in such capacity, together with its successors or assigns in such capacity, called "Grantee", whose address is 712 Main Street, Houston, Texas 77002, agree as follows:

WHEREAS, Grantor owns the Rolling Stock (as defined below) listed on Schedule 1 annexed hereto, and is a party to the Rolling Stock Leases (as defined below) listed on Schedule 2 annexed hereto;

WHEREAS, Grantor has entered into a Credit Agreement (which, as it may be amended, supplemented and/or restated from time to time, is herein called the "Credit Agreement") with Grantee, certain Banks (as defined in the Credit Agreement), and Chemical Bank, a New York banking corporation, as Co-agent;

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (which, as it may be amended, supplemented and/or restated from time to time, is herein called the "Security Agreement"), between Grantor and Grantee, as agent for the secured parties referred to therein, Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all of Grantor's Rolling Stock (as defined below) and Leased Rolling Stock (as defined below) together with any and all accessions, appurtenances and parts installed on and additions thereto, replacements thereof, all Rolling Stock Leases (as defined below), to which Grantor is a party, whether presently existing or hereafter arising or acquired, and all products and proceeds thereof, including, without limitation, all rights of Grantor to receive and apply any Rolling Stock Revenues (as defined below) attributable to any Leased Rolling Stock or pursuant to any Rolling Stock Leases and all rights now owned or hereinafter received by Grantor to receive and collect any Rolling Stock Revenues attributable to any Rolling Stock, to secure the payment of all amounts owing by the Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby assign, hypothecate, pledge and mortgage to Grantee, and does hereby grant to Grantee a continuing security interest

in, and a general continuing lien upon, all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to herein as the "Rolling Stock Collateral"), whether presently owned or existing, or hereafter arising or acquired, and regardless of where located, to secure the payment of the Secured Obligations (as defined in the Security Agreement) of Grantor and the performance of all obligations of Grantor under the Credit Agreement, the Security Agreement and this Rolling Stock Security Agreement:

(i) All railcars, locomotives, barges and water carrier equipment, and all accessories, appurtenances and parts installed on and additions thereto and replacements thereof now owned or hereinafter acquired by Grantor (collectively, the "Rolling Stock"), including without limitation, each locomotive referred to in Schedule 1 annexed hereto;

(ii) All railcar leases, subleases, rental agreements, railroad car service agreements, railroad car service contracts and car hire contracts in which Grantor shall at any time have any interest, all management agreements concerning all such leases and agreements (collectively, the "Rolling Stock Leases"), including, without limitation, each Rolling Stock Lease referred to in Schedule 2 annexed hereto; and, to the extent not prohibited by the Rolling Stock Leases, in the railcars and equipment provided pursuant to any Rolling Stock Lease (the "Leased Rolling Stock"), including, without limitation, the Leased Rolling Stock referred to in Schedule 2 annexed hereto; in each case, including, without limitation, all rights of Grantor to receive or apply any Rolling Stock Revenues (defined below) attributable to any Leased Rolling Stock or pursuant to any Rolling Stock Lease;

(iii) All rights now owned or hereafter acquired by Grantor to receive and collect any monies, revenues, payments or credits now owned or hereafter acquired by Grantor which are generated by or attributable to the Rolling Stock or Leased Rolling Stock, including, without limitation, railcar hire payments, mileage allowances, per diem mileage payments, empty mileage allowances, mileage credits, excess mileage credits and tariff mileage credits, in each case, whether now existing or hereafter arising, attributable to any Rolling Stock (collectively, the "Rolling Stock Revenues"); and

(iv) All products and proceeds of, attachments or accessions to, all Rolling Stock, Rolling Stock Leases, Leased Rolling Stock and Rolling Stock Revenues.

Grantor represents and warrants to the Grantee that as of the date hereof it has no right, title or interest in any Rolling Stock, Rolling Stock Leases or Leased Rolling Stock except as set forth on Schedules 1 and 2 annexed hereto.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Rolling Stock Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which, including, without limitation, the representations, assurances and covenants of the Grantor, are incorporated by reference herein as if fully set forth herein. Reference herein is made to, and the terms and provisions hereof are made subject to, the terms and provisions of the Inter-Creditor Agreement (as that term is defined in the Credit Agreement).

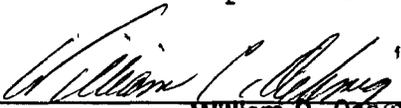
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK. GRANTOR HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY NEW YORK STATE COURT SITTING IN NEW YORK COUNTY FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. GRANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

FINAL AGREEMENT OF THE PARTIES. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS CONSTITUTE A "LOAN AGREEMENT" AND REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE IN ABROGATION OF THE INTENTION OF THE PARTIES THAT THIS AGREEMENT SHALL CONSTITUTE A SECURITY AGREEMENT UNDER THE UCC (AS DEFINED IN THE SECURITY AGREEMENT).

IN WITNESS WHEREOF, Grantor and Grantee have caused this Rolling Stock Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the 7TH day of ~~October~~, 1989.

NOVEMBER

COLUMBIA NITROGEN CORPORATION,
a Delaware corporation

By: 
Name: William C. Dehmy
Title: President

TEXAS COMMERCE BANK NATIONAL
ASSOCIATION, as Agent

By: 
Name: Gregory R. Ford
Title: Vice President

SCHEDULE 1

(ROLLING STOCK SECURITY AGREEMENT)

ROLLING STOCK

1. G.E. Diesel Locomotive, Model B-D160/160 4GHM833-500; Serial No. 18071
2. G.E. Diesel Locomotive, Model D50/50, G.E. 723/150; Serial No. 3129
3. Clark CT50 Tug 2144640
4. Clark CT50 Tug 2154640
5. Clark CT50 Tug 82-5001
6. Railroad Tank Cars:

<u>A.A.R.</u> <u>Mech.</u> <u>Desig.</u>	<u>Nos.</u>	<u>Description</u>
T	CNCX10001	Tank, Alum.
T	CNCX10002	Tank, Alum.
T	CNCX10003	Tank, Alum.
T	CNCX10004	Tank, Alum.
T	CNCX10005	Tank, Alum.
T	CNCX10006	Tank, Alum.
T	CNCX10007	Tank, Alum.
T	CNCX10008	Tank, Alum.
T	CNCX10009	Tank, Alum.
T	CNCX10010	Tank, Alum.
T	CNCX10011	Tank, Alum.
T	CNCX10012	Tank, Alum.
T	CNCX10013	Tank, Alum.
T	CNCX10014	Tank, Alum.
T	CNCX10015	Tank, Alum.
T	CNCX10016	Tank, Alum.
T	CNCX10017	Tank, Alum.
T	CNCX10018	Tank, Alum.
T	CNCX10019	Tank, Alum.
T	CNCX10020	Tank, Alum.
T	CNCX10022	Tank, Alum.
T	CNCX10023	Tank, Alum.
T	CNCX10024	Tank, Alum.

SCHEDULE 1 (CONT.)

<u>A.A.R.</u> <u>Mech.</u> <u>Desig.</u>	<u>Nos.</u>	<u>Description</u>
T	CNCX10025	Tank, Alum.
T	CNCX10026	Tank, Alum.
T	CNCX10027	Tank, Alum.
T	CNCX10028	Tank, Alum.
T	CNCX10029	Tank, Alum.
T	CNCX10030	Tank, Alum.
T	CNCX10031	Tank, Alum.
T	CNCX10032	Tank, Alum.
T	CNCX10033	Tank, Alum.
T	CNCX10034	Tank, Alum.
T	CNCX10035	Tank, Alum.
T	CNCX10036	Tank, Alum.
T	CNCX10037	Tank, Alum.
T	CNCX10038	Tank, Alum.
T	CNCX10039	Tank, Alum.
T	CNCX10040	Tank, Alum.
T	CNCX10041	Tank, Alum.
T	CNCX10042	Tank, Alum.
T	CNCX10044	Tank, Alum.
T	CNCX10045	Tank, Alum.
T	CNCX10046	Tank, Alum.
T	CNCX10047	Tank, Alum.
T	CNCX10048	Tank, Alum.
T	CNCX10050	Tank, Alum.
T	CNCX10051	Tank, Alum.
T	CNCX10052	Tank, Alum.
T	CNCX10053	Tank, Alum.
T	CNCX10054	Tank, Alum.
T	CNCX10055	Tank, Alum.
T	CNCX10056	Tank, Alum.
T	CNCX10057	Tank, Alum.
T	CNCX10058	Tank, Alum.
T	CNCX10059	Tank, Alum.
T	CNCX10060	Tank, Alum.
T	CNCX10061	Tank, Alum.
T	CNCX10062	Tank, Alum.
T	CNCX10063	Tank, Alum.
T	CNCX10064	Tank, Alum.
T	CNCX20001	Tank, Alum. Coiled

SCHEDULE 1 (CONT.)

<u>A.A.R.</u> <u>Mech.</u> <u>Desig.</u>	<u>Nos.</u>	<u>Description</u>
T	CNCX20002	Tank, Alum. Coiled
T	CNCX20003	Tank, Alum. Coiled
T	CNCX20004	Tank, Alum. Coiled
T	CNCX20005	Tank, Alum. Coiled
T	CNCX20006	Tank, Alum. Coiled
T	CNCX20007	Tank, Alum. Coiled
T	CNCX20008	Tank, Alum. Coiled
T	CNCX20009	Tank, Alum. Coiled
T	CNCX20010	Tank, Alum. Coiled
T	CNCX20011	Tank, Alum. Coiled
T	CNCX20012	Tank, Alum. Coiled
T	CNCX20013	Tank, Alum. Coiled
T	CNCX20014	Tank, Alum. Coiled
T	CNCX20015	Tank, Alum. Coiled
T	CNCX20016	Tank, Alum. Coiled
T	CNCX20017	Tank, Alum. Coiled
T	CNCX20018	Tank, Alum. Coiled
T	CNCX20019	Tank, Alum. Coiled
T	CNCX20020	Tank, Alum. Coiled
T	CNCX21001	Tank, Alum.
T	CNCX21002	Tank, Alum.
T	CNCX21003	Tank, Alum.
T	CNCX21004	Tank, Alum.
T	CNCX21005	Tank, Alum.
T	CNCX21006	Tank, Alum.
T	CNCX21007	Tank, Alum.
T	CNCX21008	Tank, Alum.
T	CNCX21009	Tank, Alum.
T	CNCX21010	Tank, Alum.
T	CNCX21011	Tank, Alum.
T	CNCX21012	Tank, Alum.
T	CNCX21013	Tank, Alum.
T	CNCX21014	Tank, Alum.
T	CNCX21015	Tank, Alum.
T	CNCX21016	Tank, Alum.
T	CNCX21017	Tank, Alum.
T	CNCX21018	Tank, Alum.
T	CNCX21019	Tank, Alum.
T	CNCX21020	Tank, Alum.
T	CNCX30001	Tank, Stainless Stl.
T	CNCX30002	Tank, Stainless Stl.

SCHEDULE 1 (CONT.)

<u>A.A.R.</u> <u>Mech.</u> <u>Desig.</u>	<u>Nos.</u>	<u>Description</u>
T	CNCX30003	Tank, Stainless Stl.
T	CNCX30004	Tank, Stainless Stl.
T	CNCX30005	Tank, Stainless Stl.
T	CNCX30006	Tank, Stainless Stl.
T	CNCX30007	Tank, Stainless Stl.
T	CNCX30008	Tank, Stainless Stl.
T	CNCX30009	Tank, Stainless Stl.
T	CNCX30010	Tank, Stainless Stl.

SCHEDULE 2

(ROLLING STOCK SECURITY AGREEMENT)

ROLLING STOCK LEASES AND LEASED ROLLING STOCK

<u>LEASE AGREEMENT</u>	<u>ROLLING STOCK COVERED BY LEASE AGREEMENT</u>
1. Car Service Contract No. 3553 dated October 25, 1985 between General American Transportation Corporation ("GATX"), as lessor, and Columbia Nitrogen Corporation ("Columbia"), as lessee; as amended and/or supplemented by:	GATX10140, GATX10936, GATX11300, GATX11467, GATX11468, GATX14777, GATX21607, GATX24525, GATX25406, GATX25414, GATX27851, GATX29017, GATX29194, GATX29195, GATX38217, GATX38634, GATX39026, GATX39198, GATX39633, GATX42864, GATX42932, GATX42950, GATX45576, GATX50354, GATX50835, GATX57353, GATX57356, GATX80882, GATX80883, GATX80989, GATX87296, GATX96986, GATX97784, GATX98161, GATX99512, GATX99521, GATX2523, GATX10685, GATX11463, GATX19319, GATX25700, GATX34128, GATX50656, GATX76812, GATX97670, GATX97702, GATX97711, GATX97735, GATX97740, GATX98947, GATX99652, GATX19336, GATX25792, GATX27642, GATX34120, GATX34123, GATX41572, GATX41533, GATX66685, GATX81681, GATX91784, GATX91813, GATX92881, GATX93550, GATX93646, GATX97761, GATX98597, GATX98701, GATX98715, GATX99693, GATX99879, GATX25606, GATX25608, GATX25609, GATX25610, GATX25612, GATX57677, GATX57683
(a) Car Cleaning Contract between GATX and Columbia;	
(b) Rider No. 1 to Car Service Contract No. 3553, as renewed by Amendment No. 1 to Rider No. 1 dated October 31, 1988 between GATX and Columbia;	
(c) Rider No. 2 to Car Service Contract No. 3553 between GATX and Columbia, if renewed and/or in effect as of the date hereof;	
(d) Rider No. 3 to Car Service Contract No. 3553 between GATX and Columbia, as amended by Amendment No. 1 to Rider No. 3 between GATX and Columbia, if renewed and/or in effect as of the date hereof;	
(e) Rider No. 4 to Car Service Contract No. 3553 between GATX and Columbia, as amended by Amendment No. 1 to Rider No. 4 between GATX and Columbia and Amendment No. 2 to Rider No. 4 between GATX and Columbia, if renewed and/or in effect as of the date hereof;	

LEASE AGREEMENTROLLING STOCK COVERED
BY LEASE AGREEMENT

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| <p>(f) Rider No. 5 to Car Service
Contract No. 3553 between GATX
and Columbia, as amended by
Amendment No. 1 to Rider No. 5
between GATX and Columbia, if
renewed and/or in effect as of
the date hereof; and</p> <p>(g) Rider No. 6 to Car Service
Contract No. 3553 between GATX
and Columbia, if renewed and/or
in effect as of the date hereof.</p> | <p>GATX59847, GATX59850,
GATX59858, GATX8936,
GATX10528, GATX10919,
GATX11017, GATX11073,
GATX11507, GATX13940,
GATX18681, GATX20015,
GATX25999, GATX26451,
GATX27493, GATX34543,
GATX39534, GATX41578,
GATX52290, GATX52727,
GATX69443, GATX87484,
GATX88198, GATX88468,
GATX91828, GATX94725,
GATX97670, GATX98615,
GATX10137, GATX10139,
GATX10141, GATX10727,
GATX10728, GATX10729,
GATX10730, GATX10731,
GATX11340, GATX11341,
GATX11343, GATX11344,
GATX11345, GATX11347,
GATX11348, GATX11349,
GATX39052, GATX87292,
GATX87483, GATX97709,
GATX97732, GATX97760,
GATX97786, GATX97787</p> |
| <p>2. Car Service Agreement dated October
1, 1984 between Union Tank Car
Company ("UTCC"), as lessor, and
Columbia Nitrogen Corporation
("Columbia"), as lessee, as amended
and/or supplemented by:</p> <p>(a) Rider No. 7 to Car Service
Agreement dated November 13,
1987 between UTCC and Columbia;</p> <p>(b) Rider No. 9 to Car Service
Agreement dated December 1, 1988
between UTCC and Columbia; and</p> | <p>UTLX84063, UTLX84195,
UTLX84616, UTLX84717,
UTLX84760, UTLX84790,
UTLX84794, UTLX58706,
and all cars covered
by Rider Nos. 4, 5,
6, 8 and any other
Riders.</p> |

LEASE AGREEMENTROLLING STOCK COVERED
BY LEASE AGREEMENT

- (c) All other riders to the Car Service Agreement, to the extent that the Car Service Agreement and the Riders thereto have been renewed and/or are effective as of the date hereof.
3. Railroad Car Master Leasing Agreement No. 1 between Zip Transportation Company, Inc. ("ZIP"), as lessor, and Columbia Nitrogen Corporation ("Columbia"), as lessee, dated December 7, 1979, as amended and/or supplemented by:
- (a) Rider No. 5, and Amendment No. 1 and Amendment No. 2 to Rider No. 5, said Amendment No. 2 to Rider No. 5 dated December 14, 1984 between ZIP and Columbia;
- (b) Rider No. 6, dated September 13, 1984, between ZIP and Columbia;
- (c) Rider No. 7, dated September 23, 1985 between ZIP and Columbia; and
- (d) All other Riders, to the extent that Railroad Car Master Leasing Agreement No. 1 and all Riders thereto have been renewed and/or are effective as of the date hereof.
4. Car Service Contract No. 4-4287, dated January 26, 1987 between ACF Industries Incorporated ("ACF") and Columbia Nitrogen Corporation ("Columbia").
- NATX21022, NATX21190,
NATX21270, NATX21457,
NATX21598, NATX22223,
NATX22421, NATX22474,
NATX23319, NATX23440,
NATX23696, NATX71298,
NATX71340, NATX71565,
NATX71573, NATX71613,
NATX71667, NATX71960,
NATX71980, NATX73226,
NATX73228, NATX73229,
NATX21608, NATX21968,
NATX21977, NATX23849,
NATX23852, NATX24804,
NATX75174, UTLX48236,
UTLX48237, UTLX48238,
UTLX48240, UTLX48243
- ACFX83139, ACFX83140,
ACFX83146, ACFX83153,
ACFX83154, ACFX83155,
ACFX83157, ACFX83162,
ACFX83165, ACFX83166

LEASE AGREEMENTROLLING STOCK COVERED
BY LEASE AGREEMENT

- | | |
|---|---|
| 5. Renewal of Car Service Contract No. 4-1884, dated March 22, 1989 between ACF and Columbia. | ACFX18594, ACFX18611,
ACFX18735, ACFX18759 |
| 6. Renewal of Car Service Contract No. 4-0965, dated March 22, 1989 between ACF and Columbia. | ACFX16919, ACFX17063,
ACFX17070, ACFX17158,
ACFX17206, ACFX17221,
ACFX17225, ACFX17263,
ACFX17282, ACFX17323,
ACFX17324, ACFX17327,
ACFX17364, ACFX17365,
ACFX18588 |
| 7. Renewal of Car Service Contract No. 4-1567, dated May 2, 1989 between ACF and Columbia, to the extent that the same has been renewed and/or amended as of the date hereof. | ACFX12055, ACFX12199,
ACFX12236, ACFX12242,
ACFX12244, ACFX12419,
ACFX12575, ACFX12576,
ACFX12577, ACFX12583,
ACFX12953, ACFX12974,
ACFX12976, ACFX81084,
ACFX81294, ACFX81307,
ACFX81641, ACFX81642,
ACFX81663, ACFX81664,
ACFX81767, ACFX81777,
ACFX81781, ACFX81787,
ACFX81796, ACFX82934,
ACFX82938, ACFX88966 |
| 8. Car Service Contract No. 4-5095 dated November 2, 1988 between ACF and Columbia. | ACFX12025 |

LEASE AGREEMENT

9. Car Service Contract No. 4-4859, dated April 29, 1988 between ACF and Columbia.

10. Lease Agreement dated March 12, 1983 between Rex Railways, as lessor, and Columbia Nitrogen Corporation, as lessee.

ROLLING STOCK COVERED
BY LEASE AGREEMENT

Ten (10) Class
DOT 111A60ALW1, 21,000
gallon, interior
coiled, insulated
tank cars, equipped
with 100-ton trucks,
each initialled ACFX,
numbers unspecified;
contract provides
"numbered as assigned."

RREX4500, RREX4501
RREX4502, RREX4503

SCHEDULE I.

RECORDATION NO 16615 FILED 1425

(ROLLING STOCK SECURITY AGREEMENT)

NOV 20 1989 -3 05 PM

ROLLING STOCK

INTERSTATE COMMERCE COMMISSION

1. G.E. Diesel Locomotive, Model B-D160/160 4GHM833-500; Serial No. 18071
2. G.E. Diesel Locomotive, Model D50/50, G.E. 723/150; Serial No. 3129
3. Clark CT50 Tug 2144640
4. Clark CT50 Tug 2154640
5. Clark CT50 Tug 82-5001
6. Railroad Tank Cars:

<u>A.A.R.</u> <u>Mech.</u> <u>Desig.</u>	<u>Nos.</u>	<u>Description</u>
T	CNCX10001	Tank, Alum.
T	CNCX10002	Tank, Alum.
T	CNCX10003	Tank, Alum.
T	CNCX10004	Tank, Alum.
T	CNCX10005	Tank, Alum.
T	CNCX10006	Tank, Alum.
T	CNCX10007	Tank, Alum.
T	CNCX10008	Tank, Alum.
T	CNCX10009	Tank, Alum.
T	CNCX10010	Tank, Alum.
T	CNCX10011	Tank, Alum.
T	CNCX10012	Tank, Alum.
T	CNCX10013	Tank, Alum.
T	CNCX10014	Tank, Alum.
T	CNCX10015	Tank, Alum.
T	CNCX10016	Tank, Alum.
T	CNCX10017	Tank, Alum.
T	CNCX10018	Tank, Alum.
T	CNCX10019	Tank, Alum.
T	CNCX10020	Tank, Alum.
T	CNCX10022	Tank, Alum.
T	CNCX10023	Tank, Alum.
T	CNCX10024	Tank, Alum.

SCHEDULE I (CONT.)

<u>A.A.R.</u> <u>Mech.</u> <u>Desig.</u>	<u>Nos.</u>	<u>Description</u>
T	CNCX10025	Tank, Alum.
T	CNCX10026	Tank, Alum.
T	CNCX10027	Tank, Alum.
T	CNCX10028	Tank, Alum.
T	CNCX10029	Tank, Alum.
T	CNCX10030	Tank, Alum.
T	CNCX10031	Tank, Alum.
T	CNCX10032	Tank, Alum.
T	CNCX10033	Tank, Alum.
T	CNCX10034	Tank, Alum.
T	CNCX10035	Tank, Alum.
T	CNCX10036	Tank, Alum.
T	CNCX10037	Tank, Alum.
T	CNCX10038	Tank, Alum.
T	CNCX10039	Tank, Alum.
T	CNCX10040	Tank, Alum.
T	CNCX10041	Tank, Alum.
T	CNCX10042	Tank, Alum.
T	CNCX10044	Tank, Alum.
T	CNCX10045	Tank, Alum.
T	CNCX10046	Tank, Alum.
T	CNCX10047	Tank, Alum.
T	CNCX10048	Tank, Alum.
T	CNCX10050	Tank, Alum.
T	CNCX10051	Tank, Alum.
T	CNCX10052	Tank, Alum.
T	CNCX10053	Tank, Alum.
T	CNCX10054	Tank, Alum.
T	CNCX10055	Tank, Alum.
T	CNCX10056	Tank, Alum.
T	CNCX10057	Tank, Alum.
T	CNCX10058	Tank, Alum.
T	CNCX10059	Tank, Alum.
T	CNCX10060	Tank, Alum.
T	CNCX10061	Tank, Alum.
T	CNCX10062	Tank, Alum.
T	CNCX10063	Tank, Alum.
T	CNCX10064	Tank, Alum.
T	CNCX20001	Tank, Alum. Coiled

SCHEDULE I (CONT.)

<u>A.A.R.</u> <u>Mech.</u> <u>Desig.</u>	<u>Nos.</u>	<u>Description</u>
T	CNCX20002	Tank, Alum. Coiled
T	CNCX20003	Tank, Alum. Coiled
T	CNCX20004	Tank, Alum. Coiled
T	CNCX20005	Tank, Alum. Coiled
T	CNCX20006	Tank, Alum. Coiled
T	CNCX20007	Tank, Alum. Coiled
T	CNCX20008	Tank, Alum. Coiled
T	CNCX20009	Tank, Alum. Coiled
T	CNCX20010	Tank, Alum. Coiled
T	CNCX20011	Tank, Alum. Coiled
T	CNCX20012	Tank, Alum. Coiled
T	CNCX20013	Tank, Alum. Coiled
T	CNCX20014	Tank, Alum. Coiled
T	CNCX20015	Tank, Alum. Coiled
T	CNCX20016	Tank, Alum. Coiled
T	CNCX20017	Tank, Alum. Coiled
T	CNCX20018	Tank, Alum. Coiled
T	CNCX20019	Tank, Alum. Coiled
T	CNCX20020	Tank, Alum. Coiled
T	CNCX21001	Tank, Alum.
T	CNCX21002	Tank, Alum.
T	CNCX21003	Tank, Alum.
T	CNCX21004	Tank, Alum.
T	CNCX21005	Tank, Alum.
T	CNCX21006	Tank, Alum.
T	CNCX21007	Tank, Alum.
T	CNCX21008	Tank, Alum.
T	CNCX21009	Tank, Alum.
T	CNCX21010	Tank, Alum.
T	CNCX21011	Tank, Alum.
T	CNCX21012	Tank, Alum.
T	CNCX21013	Tank, Alum.
T	CNCX21014	Tank, Alum.
T	CNCX21015	Tank, Alum.
T	CNCX21016	Tank, Alum.
T	CNCX21017	Tank, Alum.
T	CNCX21018	Tank, Alum.
T	CNCX21019	Tank, Alum.
T	CNCX21020	Tank, Alum.
T	CNCX30001	Tank, Stainless Stl.
T	CNCX30002	Tank, Stainless Stl.

SCHEDULE I (CONT.)

<u>A.A.R.</u> <u>Mech.</u> <u>Desig.</u>	<u>Nos.</u>	<u>Description</u>
T	CNCX30003	Tank, Stainless Stl.
T	CNCX30004	Tank, Stainless Stl.
T	CNCX30005	Tank, Stainless Stl.
T	CNCX30006	Tank, Stainless Stl.
T	CNCX30007	Tank, Stainless Stl.
T	CNCX30008	Tank, Stainless Stl.
T	CNCX30009	Tank, Stainless Stl.
T	CNCX30010	Tank, Stainless Stl.