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RECORDATION NO. 22198-0 FILED

APR 17 '01 : 1-52 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

April 16, 2001

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of a Release and Termination of Security Interest, dated as of April 16, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a partial release and relates to the Amended and Restated Security Agreement previously filed with the Board under Recordation Number 22198-C.

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:	Firstar Bank, N.A. (successor to Mercantile Bank National Association) One Mercantile Center St. Louis, Missouri 63101

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APR 17 1 52 PM '01

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

1 railcar SHPX 432057 and 180 railcars within the series SHPX 463791 -
SHPX 464034

Mr. Vernon Williams
April 16, 2001
Page Two

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

Release (partial) of Security Interest by Firststar Bank (successor to Mercantile Bank) on behalf of ACF Industries, Incorporated.

Also enclosed is a check in the amount of \$28.00 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,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/anm
Enclosures

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SURFACE TRANSPORTATION
BOARD

RECORDATION NO. 22198-0 FILED

APR 17 1 52 PM '01

RELEASE AND TERMINATION APR 17 '01 : 1-52 PM
OF SECURITY INTEREST

SURFACE TRANSPORTATION BOARD

WHEREAS, ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and FIRSTAR BANK, N.A., as a successor to MERCANTILE BANK NATIONAL ASSOCIATION, as the Agent (the "Secured Party"), entered into that certain Amended and Restated Security Agreement dated as of November 10, 1999 (as amended and supplemented, the "Security Agreement"), pursuant to which the Debtor 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 Debtor's right, title and interest in and to, among other things, certain railroad cars and related leases, to secure a certain loan made to the Debtor pursuant to that certain Amended and Restated Revolving Credit Agreement dated as of November 10, 1999 (as amended and supplemented, the "Loan Agreement"), among the Debtor, ACF Acceptance I LLC, the Lenders (as defined therein) and the Secured Party;

WHEREAS, the Security Agreement was recorded on November 10, 1999 with the Surface Transportation Board, Recordation No. 22198, and with the Registrar General of Canada, Recordation No. 12097;

WHEREAS, in connection with a collateral substitution pursuant to the Security Agreement by the Debtor on the day hereof, the Debtor has requested pursuant to Section 8.01 of the Loan Agreement that the Secured Party release its lien on and its security interest in certain railcars and leases related thereto and all other property of the Debtor 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 Secured Party hereby agrees and covenants as follows:

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement.

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:

(i) all railroad tank cars and covered hopper cars described on Schedule I attached hereto (the "Equipment"), together with all accessories, equipment, parts and appurtenances appertaining or attached to the Equipment, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to, or proceeds of, any and all of said Equipment, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom;

(ii) all right, title, interest, claims and demands of the Debtor in, to and under each and every lease (whether or not such lease is in writing or is for a term certain,

including, without limitation, per diem leases) entered into relating to the Equipment (each such lease being an "Equipment Lease"), including any extensions of the term of every Equipment Lease, all of Debtor's rights under any Equipment Lease to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or 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, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which may be necessary or advisable in connection with any of the foregoing insofar as such rights relate to the Equipment which is subject to such Equipment Leases, all records related to the Equipment Leases and all payments due and to become due under any Equipment Lease, whether as contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from the Equipment, including any mileage credits associated therewith.

Schedule A to the Security Agreement shall be amended further by deleting therefrom the Equipment and the Equipment Leases described on Schedule I hereto. Schedule I hereto shall be deemed to be a deletion from, and the Equipment and the Equipment Leases described thereon shall cease to be a part of Schedule A to the Security Agreement. Each reference to "Schedule A" in the Security Agreement, and each reference to "Schedule A to the Security Agreement" in the Loan Agreement or any other Loan documents, shall be deemed to be a reference to Schedule A as amended by Schedule I hereto, and each reference to "Equipment" or "Equipment Leases" in the Loan Agreement or any other Loan documents shall no longer include a reference to the equipment described on Schedule I hereto. Each reference to the "Security Agreement" and "this Agreement" in the Security Agreement, and each reference to the "Security Agreement" in the Loan Agreement and each of the other Loan documents, shall be deemed to be a reference to the Security Agreement as amended and supplemented by this release.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this release to be duly executed as of the 16th day of April, 2001.

FIRSTAR BANK, N.A. as a successor to
MERCANTILE BANK NATIONAL
ASSOCIATION, as the Agent

By: Joseph P. Howard
Name: Joseph P. Howard
Title: Vice President

STATE OF MISSOURI)
) ss.:
CITY OF ST. LOUIS)

On this 10th day of April, 2001, before me personally Joseph P. Howard, to me known, who being by me duly sworn, says that he resides at St. Louis, Missouri, and is Vice President of Firststar Bank, N.A.; that said instrument was signed on behalf of said association on the date hereof 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 association.

TONIE R. HAMPTON
Notary Public



Schedule I

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
1008	ESSROC MATERIALS INC	7613	SHPX	432057
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463791
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463792
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463793
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463794
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463795
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463796
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463797
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463798
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463799
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463800
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463801
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463802
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463803
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463804
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463805
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463806
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463807
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463808
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463809
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463810
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463811
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463812
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1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463814
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463815
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463816
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463817
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463818
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463819
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1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463829
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1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463837
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463838

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
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Lessee Code	Lessee	Contract	Rptg Mark	Car Number
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1259	HUNTSMAN POLYMERS CORPO	75760002	SHPX	463955
1259	HUNTSMAN POLYMERS CORPO	75760002	SHPX	463956
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Lessee Code	Lessee	Contract	Rptg Mark	Car Number
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1259	HUNTSMAN POLYMERS CORPO	75760002	SHPX	464034

181 Cars