FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

01-26-1999

100948291

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [X] Other RELEASE OF SECURITY INTEREST

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

Execution Date Month Day Year: 10 28 93

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] Corporation [X] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: IMC CHEMICALS INC.

DBA/AKA/TA: AS SUCCESSOR IN INTEREST TO NORTH AMERICAN CHEMICAL CO.

Composed of:

Address (line 1): 8300 COLLEGE BOULEVARD

Address (line 2):

Address (line 3): OVERLAND PARK (City) KANSAS (State/Country) 66210 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[ ] Other

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[X] Citizenship/State of Incorporation/Organization: DELAWARE

01/26/1999 TTON11 00000135 1543153

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (312) 853-7000

Name JAMES F. DONATO

Address (line 1) SIDLEY & AUSTIN

Address (line 2) ONE FIRST NATIONAL PLAZA

Address (line 3) CHICAGO, IL 60603

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 48

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)			Registration Number(s)		
			1543153	745263	312963
			1279427	747438	
			610891	747499	

Number of Properties

Enter the total number of properties involved. # 7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 190.00

Method of Payment: Enclosed ☐ Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☒

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

JAMES F. DONATO	James F. Donato	1/14/99
Name of Person Signing	Signature	Date Signed

TERMINATION AND RELEASE OF THE NORTH AMERICAN CHEMICAL COMPANY CREDIT DOCUMENTS

THIS TERMINATION AND RELEASE OF NORTH AMERICAN CHEMICAL COMPANY CREDIT DOCUMENTS (the "Termination and Release") dated as of October 28, 1993 delivered pursuant to the following:

(i) that certain Amended and Restated Credit Agreement dated as of June 17, 1991 (the "Credit Agreement");

(ii) that certain Amended and Restated Intercreditor Agreement dated as of June 17, 1991 (the "Intercreditor Agreement");

(iii) that certain Senior Fixed Rate Note Agreement dated as of November 20, 1990 (the "Senior Fixed Rate Note Agreement");

(iv) that certain Security Agreement dated November 19, 1990 (the "Security Agreement");

(v) that certain Pledge Agreement dated as of November 20, 1990 (the "Pledge Agreement");

(vi) that certain Deed of Trust, Security Agreement, Assignment of Rents and Leases, Fixture Filing and Request for Notice dated as of November 30, 1990 (the "Deed of Trust");

(vii) those certain Agreements for the Grant of a Security Interest in finished Goods and Inventory with Koninklijke Frans Swarttouw BV, B.V. Exploitatie- en Handelsonderneming Lieben and Lehnkering Montan Nederland BV, in each case, dated as of December 14, 1990, November 30, 1990 and November 30, 1990, respectively (the "Netherlands Grant");

(viii) that certain Agreement for the Grant of a Security Interest in finished Goods and Inventory with Rhenus Belgium N.V., dated as of September 21, 1992, 1991 (the "Belgium Grant" and together with the Netherlands Grant, the "European Grants");

(ix) that certain special power of attorney instrument dated as of November 10, 1990 made by North

American Chemical Company ("NACC") (the "Power of Attorney"); and

(x) that certain Subordinated Note Agreement dated as of November 20, 1990 (the "Subordinated Note Agreement").

All terms used and not otherwise defined in this Termination and Release shall have the respective meanings specified for such terms in Schedule A to the Senior Agreements, except that references to any agreement, document or instrument (including any agreement, document, or instrument defined herein) shall mean such agreement, document or instrument as it may have been amended, modified, supplemented or assigned from time to time.

The parties hereto agree as follows:

1. Receipt of Payment. The Facility Agent, the Senior Fixed Rate Note Lenders and Subordinated Note Lenders hereby acknowledge receipt from NACC of payment in full of all Secured Obligations and all obligations under the Subordinated Note Agreement due and owing to such party on the date hereof, which amounts have been paid as set forth in Schedule I hereto. Accordingly, the Facility Agent, the Senior Fixed Rate Note Lender and the Subordinated Note Lenders, as the case may be, acknowledge as follows:

a) Credit Agreement. The Facility Agent hereby acknowledges receipt from NACC of payment in full of the outstanding principal amount of the Loans owing to the Credit Agreement Lenders on the date hereof, together with all accrued interest thereon through and including the date hereof and all other amounts due and owing to the Credit Agreement Lenders on the date hereof under the terms of the Credit Agreement. The Facility Agent on behalf of each Indemnified Party hereby acknowledges payment in full of all amounts due and owing to such Indemnified Party on the date hereof under the terms of the Credit Agreement.

b) Senior Fixed Rate Note Agreement. Each Senior Fixed Rate Note Lender hereby acknowledges receipt from NACC of payment in full of the outstanding principal amount of the Senior Fixed Rate Notes owing to such Senior Fixed Rate Note Lender on the date hereof, together with all accrued interest thereon through and including the date hereof and all other amounts due and owing to such Senior Fixed Rate Note Lender on the date hereof under the terms of the Senior Fixed Rate Note Agreement.

c) Subordinated Note Agreement. Each Subordinated Note Lender hereby acknowledges receipt from NACC of payment in full of the outstanding principal amount of the Subordinated Notes owing to such Subordinated Note Lender on the date hereof, together with all accrued interest thereon through and including

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the date hereof and all other amounts due and owing to such Subordinated Note Lender on the date hereof under the terms of the Subordinated Note Agreement.

d) Security Documents and European Grants. The Collateral Agent hereby acknowledges that no amounts are due and owing to the Collateral Agent on the date hereof under the terms of the Security Documents and European Grants.

e) Intercreditor Agreement. The Intercreditor Agent and Collateral Agent hereby acknowledge that no amounts are due and owing to the Collateral Agent and the Intercreditor Agent on the date hereof under the terms of the Intercreditor Agreement.

2. Termination of Credit Documents. NACC, the Agents, the Senior Fixed Rate Note Lenders and the Subordinated Note Lenders hereby (i) terminate the Credit Documents subject to the survival of provisions thereof to the extent any Credit Documents expressly provide that said provisions are to survive the termination of the Credit Documents and (ii) acknowledge that (A) such termination has been effected in accordance with the terms thereof; (B) the Repayment Date has occurred; (C) the obligations under the Credit Documents have been paid in full and the Commitments have been terminated; and (D) the Security Period has ended.

a) Credit Agreement. NACC and the Facility Agent, hereby (i) terminate the Credit Agreement, including the Revolving Credit Commitments, subject to the survival of provisions thereof to the extent the Credit Agreement expressly provides that said provisions are to survive the termination of the Credit Agreement, and (ii) acknowledge that (A) such termination has been affectuated in accordance with the terms thereof and (B) the Repayment Date has occurred.

b) Senior Fixed Rate Note Agreement. NACC and the Senior Fixed Rate Note Lenders hereby (i) terminate the Senior Fixed Rate Note Agreement, subject to the survival of provisions thereof to the extent the Senior Fixed Rate Note Agreement expressly provides that said provisions are to survive the termination of the Senior Fixed Rate Note Agreement, and (ii) acknowledge that (A) such termination has been effectuated in accordance with the terms thereof and (B) the Repayment Date has occurred.

c) Subordinated Note Agreement. NACC and the Subordinated Note Lenders hereby (i) terminate the Subordinated Note Agreement, subject to the survival of provisions thereof to the extent the Subordinated Note Agreement expressly provides that said provisions are to survive the termination of the Subordinated Note Agreement, and (ii) acknowledge that (A) such termination has been effectuated in accordance with the terms thereof and (B) the Repayment Date has occurred.

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d) Security Documents. NACC and the Collateral Agent (in reliance upon the acknowledgments set forth in Section 1, above) hereby (i) terminate the Security Documents, subject to the survival of provisions thereof to the extent the respective Security Documents expressly provide that said provisions are to survive the termination of such Security Document, and (ii) acknowledge that (A) such termination has been effectuated in accordance with the terms of each of such documents, (B) the Repayment Date has occurred and (C) the Secured Obligations have been paid in full and the Commitments have been terminated.

e) European Grants. The Collateral Agent (in reliance upon the acknowledgments set forth in Section 1, above) hereby (i) terminates the European Grants, subject to the survival of provisions thereof to the extent the respective European Grants expressly provide that said provisions are to survive the termination of such European Grant, and (ii) acknowledges that (A) such termination has been effectuated in accordance with the terms of each of such documents and (B) the Security Period has ended.

f) Intercreditor Agreement. NACC, the Senior Fixed Rate Note Lenders, and the Agents (except for the Documentation Agent which is not a party to the Intercreditor Agreement) on behalf of themselves and the Credit Agreement Lenders hereby (i) terminate the Intercreditor Agreement, subject to the survival of provisions thereof to the extent the Intercreditor Agreement expressly provides that said provisions are to survive the termination of the Intercreditor Agreement and (ii) acknowledge that (A) such termination has been effectuated in accordance with the terms thereof and (B) the Credit Documents under which the Intercreditor Agreement appoints and authorizes the Collateral Agent to act have otherwise been terminated.

3. Termination of the Liens. The Collateral Agent and the Subcollateral Agent (in reliance upon the acknowledgments set forth in Section 1, above) hereby release and terminate (without representation, warranty or recourse, express or implied) all right, title and interest in, to and under the assets, businesses, properties, contracts and rights of NACC granted, pledged, mortgaged, conveyed, transferred or set over to the Secured Parties by NACC as collateral security under the Security Documents or otherwise, including, without limitation, (A) All Liens on inventory or accounts or proceeds thereof (as such terms are defined in the Uniform Commercial Code), (B) the Lien of the Security Agreement on the Collateral, (C) the Lien of the Pledge Agreement on the pledged stock, (D) the Lien of the Mortgage on the Real Estate (as defined in the Mortgage) and (E) the Lien of the European Grants on the Collateral (as defined in the European Grants).

4. Return of Notes. The Facility Agent, on behalf of the Credit Agreement Lenders, the holders of the Senior Fixed Rate Note and the holders of the Subordinated Notes agree to use

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diligent efforts to cancel and return the notes listed on Schedule II hereto to NACC contemporaneously with the execution and delivery of this agreement or reasonably promptly thereafter.

5. Return of Collateral. The Collateral Agent agrees to return all Collateral to NACC or any subsidiary of NACC, as the case may be, including, but not limited to:

i) the Collateral delivered to the Collateral Agent under the Security Agreement including, but not limited to, the Collateral listed on Schedule III hereto; and

ii) the Collateral delivered to the Collateral Agent under the Pledge Agreement including, but not limited to, the Collateral listed on Schedule IV hereto.

6. Terminations. The Collateral Agent hereby agrees to execute and deliver to NACC or to General Electric Capital Corporation, in its capacity as collateral agent for NACC's new lenders (the "New Collateral Agent"), each of the following:

i) Uniform Commercial Code Form UCC-3 (or similar) termination statements, with respect to all financing statements, amendments or similar statements, including, without limitation, those identified on Schedule V hereto; and

ii) Mortgage discharges and Reconveyances of Deeds of Trust, substantially in the form of Exhibit A hereto, with respect to all Mortgages.

7. Further Assurances.

a) Unreturned Collateral.

i) To the extent that any Collateral that had been delivered to the Collateral Agent is not returned to NACC simultaneously with the delivery of this Termination and Release, the Collateral Agent agrees to use diligent efforts to reasonably promptly deliver such unreturned collateral to NACC; provided, further, that the Collateral Agent, by notice dated the date hereof to the respective Warehousers (as defined in the respective European Grants) in the form of Exhibit B hereto, re-transfers to NACC the full possession of the Collateral (as defined in the respective European Grants) existing on the date hereof.

ii) To the extent that any stock that had been delivered to the Collateral Agent pursuant to the Pledge Agreements is not returned to NACC

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simultaneously with the delivery of this Termination and Release, the Collateral Agent agrees to use diligent efforts to reasonably promptly deliver such unreturned collateral to NACC.

b) The Agents hereby agree to promptly execute and deliver to NACC or the New Collateral Agent such further instruments, documents, notices, releases or certificates and take such other action as NACC or the New Collateral Agent may reasonably request, subsequent to the date hereof, for the purpose of releasing all of their Liens in accordance with, or otherwise effectuating provisions of, this Termination and Release.

8. Execution in Counterparts. This Termination and Release may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

9. GOVERNING LAW. THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have caused this Termination and Release to be duly executed by their duly authorized officers as of the day and year first above written.

NORTH AMERICAN CHEMICAL COMPANY

By: _____
Name: RICHARD J. NICK
Title: V.P., TREASURER

BARCLAYS BANK PLC,
as Facility Agent, as Co-Agent, as Issuing Bank, as Subcollateral Agent and as Intercreditor Agent

By: _____
Name: H HARRISON
Title: ASSOCIATE DIRECTOR

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,
as Documentation Agent, as Co-Agent, as Collateral Agent

By: _____
Name:
Title:

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REEL: 1843 FRAME: 0140

IN WITNESS WHEREOF, the parties hereto have caused this Termination and Release to be duly executed by their duly authorized officers as of the day and year first above written.

NORTH AMERICAN CHEMICAL COMPANY

By: _____
Name:
Title:

BARCLAYS BANK PLC,
as Facility Agent, as Co-Agent, as Issuing Bank, as Subcollateral Agent and as Intercreditor Agent

By: _____
Name:
Title:

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,
as Documentation Agent, as Co-Agent, as Collateral Agent

By: _____
Name: DIETMAR SCHIEL
Title: VICE PRESIDENT

THE SENIOR FIXED RATE NOTE LENDERS

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: Richard A Hibbard
Name: Richard A Hibbard
Title: VP

PRUDENTIAL REINSURANCE COMPANY

By: Richard A Hibbard
Name: Richard A Hibbard
Title: Asst Fin. V.P.

MELLON BANK, N.A., as Trustee for FIRST PLAZA GROUP TRUST (as directed by General Motors Investment Management Corporation)

By: _____
Name:
Title:

TRADEMARK
REEL: 1843 FRAME: 0142

THE SENIOR FIXED RATE NOTE LENDERS

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: _____
Name:
Title:

PRUDENTIAL REINSURANCE COMPANY

By: _____
Name:
Title:

MELLON BANK, N.A., as Trustee for FIRST PLAZA GROUP TRUST (as directed by General Motors Investment Management Corporation)

By: Judith A. Manion
Name: Judith A. Manion
Title: Supervisory Paralegal

The decision to participate in this investment, any representations made herein by the participant, and any actions taken hereunder by the participant has/have been made solely at the direction of the investment fiduciary who has sole investment discretion with respect to this investment.

THE SUBORDINATED NOTE LENDERS

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: Richard A Hubbard
Name: Richard A Hubbard
Title: VP

PRUDENTIAL REINSURANCE COMPANY

By: Richard A Hubbard
Name: Richard A Hubbard
Title: Asst Fin. VP.

MELLON BANK, N.A., as Trustee for FIRST PLAZA GROUP TRUST (as directed by General Motors Investment Management Corporation)

By: _____
Name:
Title:

TRADEMARK
REEL: 1843 FRAME: 0144

THE SUBORDINATED NOTE LENDERS

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: _____
Name:
Title:

PRUDENTIAL REINSURANCE COMPANY

By: _____
Name:
Title:

MELLON BANK, N.A., as Trustee for FIRST PLAZA GROUP TRUST (as directed by General Motors Investment Management Corporation)

By: Judith A. Manion
Name: Judith A. Manion
Title: Supervisory Paralegal

The decision to participate in this investment, any representations made herein by the participant, and any actions taken hereunder by the participant has/have been made solely at the direction of the investment fiduciary who has sole investment discretion with respect to this investment.

26-Oct-90

cap. 8

HARRIS CHEMICAL NORTH AMERICA
SCHEDULE OF PRINCIPAL PAYMENTS
SCHEDULE 1

USES	WIRE DETAIL	CONSOLIDATED USES TOTAL	CONSOLIDATED USES HCNA	CONSOLIDATED USES BIFTO	DETAIL OF USES BY COMPANY NACC	NAMBOO	GSL	HCG	HCNA	BIFTO	TOTAL
NACC:											
SUB. DEBT - PRUDENTIAL	G	28,288,200.00	28,288,200.00	0.00	28,288,200.00						28,288,200.00
SUB. DEBT - PRU. REINSURANCE	H	401,800.00	401,800.00	0.00	401,800.00						401,800.00
SUB. DEBT - FIRST PLAZA	C	12,300,000.00	12,300,000.00	0.00	12,300,000.00						12,300,000.00
											0.00
SENIOR NOTE - PRUDENTIAL	G	28,288,200.00	28,288,200.00	0.00	28,288,200.00						28,288,200.00
SENIOR NOTE - PRU. REINSURANCE	H	401,800.00	401,800.00	0.00	401,800.00						401,800.00
SENIOR NOTE - FIRST PLAZA	C	12,300,000.00	12,300,000.00	0.00	12,300,000.00						12,300,000.00
											0.00
SERIES A TERM - BARCLAYS	I	27,609,662.30	27,609,662.30	0.00	27,609,662.30						27,609,662.30
											0.00
SERIES B TERM - PRUDENTIAL	G	11,504,117.70	11,504,117.70	0.00	11,504,117.70						11,504,117.70
											0.00
REVOLVER - BARCLAYS	I	40,500,000.00	40,500,000.00	0.00	40,500,000.00						40,500,000.00
TOTAL NACC		161,614,000.00	161,614,000.00	0.00	161,614,000.00	0.00	0.00	0.00	0.00	0.00	161,614,000.00

Schedule I
to Termination
and Release

NACC

Amounts Paid to Banks,
Noteholders and Agent

30-Oct-93

HARRIS CHEMICAL NORTH AMERICA
SCHEDULE OF INTEREST PAYMENTS
SCHEDULE 2

	WIRE DETAIL	CONSOLIDATED USES TOTAL	HCNA	SIFTO	DETAIL OF USES BY COMPANY NACC	NAMSCO	GSL	HCG	HCNA	SIFTO	TOTAL
DEBT - PRUDENTIAL	G	319,140.61	319,140.61	0.00	319,140.61						319,140.61
DEBT - PRU. REINSURANCE	H	4,881.41	4,881.41	0.00	4,881.41						4,881.41
DEBT - FIRST PLAZA	C	139,718.67	139,718.67	0.00	139,718.67						139,718.67
OR NOTE - PRUDENTIAL	G	200,000.67	200,000.67	0.00	200,000.67						200,000.67
OR NOTE - PRU. REINSURANCE	H	3,010.00	3,010.00	0.00	3,010.00						3,010.00
OR NOTE - FIRST PLAZA	C	119,004.67	119,004.67	0.00	119,004.67						119,004.67
SS A TERM - BARCLAYS	I	119,356.52	119,356.52	0.00	119,356.52						119,356.52
SS B TERM - PRUDENTIAL	G	40,731.34	40,731.34	0.00	40,731.34						40,731.34
LVER - BARCLAYS	I	132,237.03	132,237.03	0.00	132,237.03						132,237.03
L NACC		1,163,266.00	1,163,266.00	0.00	1,163,266.00	0.00	0.00	0.00	0.00	0.00	1,163,266.00

26-Oct-93

HARRIS CHEMICAL NORTH AMERICA
SCHEDULE OF PREPAYMENT PENALTIES
SCHEDULE 3

	WIRE DETAIL	CONSOLIDATED USES TOTAL	CONSOLIDATED USES HCNA	SIFTO	NACO	DETAIL OF USES BY COMPANY NAMSCO	GSL	HCO	HCNA	SIFTO	TOTAL
EBT - PRUDENTIAL	G	13,334,308.87	13,334,308.87	0.00	13,334,308.87						13,334,308.8
EBT - PRU. REINSURANCE	H	189,330.96	189,330.96	0.00	189,330.96						189,330.9
EBT - FIRST PLAZA	C	5,795,845.64	5,795,845.64	0.00	5,795,845.64						5,795,845.6
R NOTE - PRUDENTIAL	G	7,592,180.07	7,592,180.07	0.00	7,592,180.07						0.0
R NOTE - PRU. REINSURANCE	H	107,799.72	107,799.72	0.00	107,799.72						7,592,180.0
R NOTE - FIRST PLAZA	C	3,299,891.34	3,299,891.34	0.00	3,299,891.34						107,799.7
		30,319,456.60	30,319,456.60	0.00	30,319,456.60	0.00	0.00	0.00	0.00	0.00	3,299,891.3
. NACC											30,319,456.6

Schedule II
to Termination
and Release

Notes

NORTH AMERICAN CHEMICAL COMPANY

I. Credit Agreement Notes:

Type of Note	Noteholder	Amount
Series A Term Notes:	Bank of America National Trust and Savings Association	$15,789,473.58
	Banque Nationale De Paris	$8,566,068.09
	Barclays Banks PLC	$10,515,176.75
	Barclays Banks PLC (originally payable to Pru Supply, Inc.)	$18,947,368.42
	The Mitsui Trust & Banking Company	$9,473,684.21
Series B Term Note:	The Prudential Insurance Company of America	$25,000,000.00
Revolving Credit Notes:	Bank of America National Trust and Savings Association	$11,285,067.31
	Banque Nationale De Paris	$11,687,306.58
	Barclays Banks PLC	$11,498,452.11
	Barclays Banks PLC	$13,622,528.64
	Barclays Banks PLC	$14,656,346.85
	Commerce Bank of Kansas City	$ 2,067,636.42
	The Mitsui Trust & Banking Company	$5,749,226.05

Swing Line Note:	Barclays Bank PLC (originally payable to Pru Supply, Inc.)	$1,000,000.00

II. Senior Fixed Rate Notes:

Type of Note	Noteholder	Amount
Senior Fixed Rate Notes:	The Prudential Insurance Company of America	$28,298,200.00
	Prudential Reinsurance Company	$401,800.00
	Mellon Bank, N.A., as Trustee for First Plaza Group Trust	$12,300,000.00

III. Subordinated Notes:

Type of Note	Noteholder	Amount
Subordinated Notes:	The Prudential Insurance Company of America	$28,298,200.00
	Prudential Reinsurance Company	$401,800.00
	Mellon Bank, N.A., as Trustee for First Plaza Group Trust	$12,300,000.00

Schedule III
to Termination
and Release

Listing of Collateral Delivered to Collateral Agent

NORTH AMERICAN CHEMICAL COMPANY

NACC Security Agreement:

A. Chattel Paper.

B. Instruments.

C. Vehicle Certificates of Title, including, but not limited to, the titles to the vehicles listed on Annex A hereto.

Schedule [illegible]
Termination and
Release

Terminations of Uniform Commercial Code Financing Statements

North American Chemical Company

State: AL
Where filed: Secretary of State
Original Financing Statement File No.: B 90-41113
Date: 11/19/90
Amendment(s):
Date(s): 7/10/91, 12/10/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust & Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: AZ
Where filed: Secretary of State
Original Financing Statement File No.: 644055
Date: 11/19/90
Amendment(s):
Date(s): 6/17/91, 7/10/91, 12/10/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust & Savings Association,
as Collateral Agent,
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: AR
Where filed: Secretary of State
Original Financing Statement File No.: 731740
Date: 11/19/90
Amendment(s):
Date(s): 6/18/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust & Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor

State: CA
Where filed: Secretary of State
Original Financing Statement File No.: 90279313
Date: 11/19/90
Amendment(s): 10/15/91, 7/9/91, 6/17/91, 12/9/91
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust & Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: CA
Where filed: Inyo County
Original Financing Statement File No.: 90-8001
Date: 12/5/90
Amendment(s):
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust & Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: CA
Where filed: Kern County
Original Financing Statement File No.: 076365
Date: 12/5/90
Amendment(s):
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust & Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: CA
Where filed: San Bernardino County
Original Financing Statement File No.: 90-480483
Date: 12/5/90
Amendment(s):
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust & Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: CO
Where filed: Secretary of State
Original Financing Statement File No.: 902089146
Date: 11/19/90
Amendment(s): 912044901
Date(s): 6/17/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: CT
Where filed: Secretary of State
Original Financing Statement File No.: 899691
Date: 11/19/90
Amendment(s):
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: DE
Where filed: Secretary of State
Original Financing Statement File No.: 9016198
Date: 11/19/90
Amendment(s): 9107579
Date(s): 6/17/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: DC
Where filed: Recorder of Deeds
Original Financing Statement File No.: 19361
Date: 11/19/90
Amendment(s): 15827, 17573, 32886
Date(s): 6/17/91, 7/9/91, 12/17/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust & Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: FL
Where filed: Department of State
Original Financing Statement File No.: 90-0000-289308
Date: 11/19/90
Amendment(s): 91-0000130912
Date(s): 6/17/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: GA
Where filed: Chatham County
Original Financing Statement File No.: 252272
Date: 11/19/90
Amendment(s):
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: ID
Where filed: Secretary of State
Original Financing Statement File No.: 2-01-0442815
Date: 11/19/90
Amendment(s):
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: IL
Where filed: Secretary of State
Original Financing Statement File No.: 2786014
Date: 11/19/90
Amendment(s): K254163, K259564, K316769
Date(s): 6/17/91, 7/9/91, 12/23/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: IN
Where filed: Secretary of State
Original Financing Statement File No.: 1683971
Date: 11/19/90
Amendment(s): 1722373, 1726435, 1752387
Date(s): 6/18/91, 7/10/91, 12/10/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: IA
Where filed: Secretary of State
Original Financing Statement File No.: K184000
Date: 11/19/90
Amendment(s): K254163, K259564, K316769
Date(s): 6/17/91, 7/9/91, 12/23/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates. Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: KS
Where filed: Secretary of State
Original Financing Statement File No.: 1624074
Date: 11/19/90
Amendment(s): 1693150, 1781863
Date(s): 6/17/91, 4/3/92
Debtor: North American Chemical Co
c/o D. George Harris & Associates
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of American National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104

State: KS
Where filed: Johnson County
Original Financing Statement File No.: 90-6421
Date: 11/19/90
Amendment(s):
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94105
Collateral: All Personal Property

State: KS
Where filed: Wyandotte County
Original Financing Statement File No.: E045579
Date: 11/19/90
Amendment(s): E047933, E048161, E049835, E050929
Date(s): 6/17/91, 7/9/91, 12/9/91, 3/23/92
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94105
Collateral: All Personal Property

State: KY
Where filed: Secretary of State
Original Financing Statement File No.: 128803
Date: 11/19/90
Amendment(s): 658162, 643215, 641038
Date(s): 12/9/91, 7/9/91, 6/17/93
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: LA
Where filed: Bossier Parish
Original Financing Statement File No.: 08-361118
Date: 11/26/90
Amendment(s): 08-362245, 08-362374, 08-363117
Date(s): 6/17/91, 7/9/91, 12/10/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: LA
Where filed: Caddo Parish
Original Financing Statement File No.: 09-898772
Date: 11/19/90
Amendment(s): 09-901891, 09-902167, 09-904173
Date(s): 6/17/91, 7/9/91, 12/10/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: ME
Where filed: Secretary of State
Original Financing Statement File No.: 914441
Date: 11/19/90
Amendment(s):
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

North American Chemical Company

State: MD
Where filed: Department of Assessments & Taxation
Original Financing Statement File No.: 3286/0758
Date: 11/19/90
Amendment(s): 3339/1132
Date(s): 6/20/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: MA
Where filed: Secretary of State
Original Financing Statement File No.: 994108
Date: 11/19/90
Amendment(s):
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: MI
Where filed: Secretary of State
Original Financing Statement File No.: 07427B
Date: 11/19/90
Amendment(s): 12078B, 12682B, 16495B
Date(s): 6/17/91, 7/9/91, 12/9/91,
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: MN
Where filed: Secretary of State
Original Financing Statement File No.: 1372928
Date: 11/19/90
Amendment(s): 1423557
Date(s): 6/17/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: MS
Where filed: Secretary of State
Original Financing Statement File No.: 0516497
Date: 11/19/90
Amendment(s):
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: MO
Where filed: Secretary of State
Original Financing Statement File No.: 1936029
Date: 11/19/90
Amendment(s): 2012540, 2020040, 2070775
Date(s): 6/17/91, 7/9/91, 12/9/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: MT
Where filed: Secretary of State
Original Financing Statement File No.: 347841
Date: 11/19/90
Amendment(s): 347841
Date(s): 6/17/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: NE
Where filed: Secretary of State
Original Financing Statement File No.: 501128
Date: 11/19/90
Amendment(s): 520924
Date(s): 6/17/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: NV
Where filed: Secretary of State
Original Financing Statement File No.: 90-12898
Date: 11/19/90
Amendment(s):
Date(s): 6/17/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: NH
Where filed: Secretary of State
Original Financing Statement File No.: 358573
Date: 11/19/90
Amendment(s):
Date(s): 6/17/91, 7/9/91, 12/9/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: NJ
Where filed: Secretary of State
Original Financing Statement File No.: 1371891
Date: 11/19/90
Amendment(s):
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: NM
Where filed: Secretary of State
Original Financing Statement File No.: 901119077
Date: 11/19/90
Amendment(s):
Date(s): 6/17/91, 7/9/91, 12/10/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: NY
Where filed: Secretary of State
Original Financing Statement File No.: 247121
Date: 11/19/90
Amendment(s): 132008, 146357, 256282,
Date(s): 6/21/91, 7/10/91, 12/10/91,
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: NY
Where filed: Erie County
Original Financing Statement File No.: 015937
Date: 11/19/90
Amendment(s): 008914, 010230, 017864
Date(s): 6/17/91, 7/9/91, 12/10/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: NY
Where filed: New York County
Original Financing Statement File No.: 90PN54748
Date: 11/19/90
Amendment(s): 91PN31056, 91PN35713, 91PN59123
Date(s): 6/18/91, 7/09/91, 12/09/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: NY
Where filed: Onandaga County
Original Financing Statement File No.: 11163
Date: 11/19/90
Amendment(s):
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: NC
Where filed: Secretary of State
Original Financing Statement File No.: 733265
Date: 11/19/90
Amendment(s): 0800444, 841386
Date(s): 7/9/91, 12/9/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: ND
Where filed: Secretary of State
Original Financing Statement File No.: 242,689 87178
Date: 11/19/90
Amendment(s):
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: OH
Where filed: Secretary of State
Original Financing Statement File No.: AE0032494
Date: 11/19/90
Amendment(s): 01023665
Date(s): 6/17/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust & Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: OK
Where filed: Oklahoma County
Original Financing Statement File No.: N04746
Date: 11/19/90
Amendment(s): N02810, A001294, N05055
Date(s): 6/17/91, 7/9/91, 12/9/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: OR
Where filed: Secretary of State
Original Financing Statement File No.: P25629
Date: 11/19/90
Amendment(s): P25629-A, P25629B
Date(s): 6/17/91, 7/9/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust & Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: PA
Where filed: Secretary of the Commonwealth
Original Financing Statement File No.: 19150913
Date: 11/19/90
Amendment(s): 19791284
Date(s): 6/17/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust & Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: RI
Where filed: Secretary of State
Original Financing Statement File No.: 577723
Date: 11/19/90
Amendment(s):
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: SC
Where filed: Secretary of State
Original Financing Statement File No.: 90-060162
Date: 11/19/90
Amendment(s):
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: SD
Where filed: Secretary of State
Original Financing Statement File No.: 903231100403
Date: 11/19/90
Amendment(s):
Date(s):
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: TN
Where filed: Secretary of State
Original Financing Statement File No.: 829316
Date: 11/20/90
Amendment(s): 890924, 897281, 941416
Date(s): 6/17/91, 7/9/91, 12/16/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: TX
Where filed: Secretary of State
Original Financing Statement File No.: 9000240993
Date: 11/19/90
Amendment(s):
Date(s): 6/17/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: UT
Where filed: Division of Corporations and Commercial Code
Original Financing Statement File No.: 266927
Date: 11/19/90
Amendment(s):
Date(s): 6/17/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust and Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: VA
Where filed: State Corporation Commission
Original Financing Statement File No.: 901121366
Date: 11/19/90
Amendment(s): 9110621091, 910711507, 911211811
Date(s): 6/17/91, 7/9/91, 12/9/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust & Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: WA
Where filed: Department of Licensing
Original Financing Statement File No.: 90-323-0000
Date: 11/19/90
Amendment(s): 91-168-0029
Date(s): 6/17/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust & Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: WV
Where filed: Secretary of State
Original Financing Statement File No.: 319365
Date: 11/19/90
Amendment(s): 333856, ------, 345559
Date(s): 6/17/91, 7/9/91, 12/10/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust & Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: WI
Where filed: Secretary of State
Original Financing Statement File No.: 1165504
Date: 11/19/90
Amendment(s): 1211951, 1216070, 1245426
Date(s): 6/17/91, 7/9/91, 12/10/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust & Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

State: WY
Where filed: Secretary of State
Original Financing Statement File No.: 9032318 1B01
Date: 11/19/90
Amendment(s): 9116816 1E04
Date(s): 6/17/91
Debtor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Secured Party: Bank of America National Trust & Savings Association,
as Collateral Agent
315 Montgomery Street, 15th Floor
San Francisco, CA 94104
Collateral: All Personal Property

Annex A to
Schedule III
to Termination
and Release

Listing of Collateral Delivered to Collateral Agent

NORTH AMERICAN CHEMICAL COMPANY

Naasset	Yr	Make	Vehicle ID Number	Title No.	State
S-3232	88	COZAD	1GBG4420XJ1167028	18589288	CA
A-678	87	FORD	1FDNF70H[illegible]VA60822	18589287	CA
S-4586	00	SPCNS	CA[illegible]	18587159	CA
[redacted]					
A-674	[illegible]	FORD	1F[illegible]A51067	18589289	CA
A-675	[illegible]	FORD	1FDXK[illegible]VA51476	18589290	CA
A-679	[illegible]	FORD	1FBYK[illegible]VA23176	18589291	CA
A-[illegible]	[illegible]	FORD	1F[illegible]A[illegible]11	18589292	CA
A-[illegible]	[illegible]	FRHT	1F[illegible]374146	18589293	CA
A-[illegible]	[illegible]	FORD	1F[illegible]A46567	18589294	CA
[redacted]					
S-3051	[illegible]	[illegible]	[illegible]11N	18589296	CA
S-3079	[illegible]	SPCNS	CA[illegible]	18589297	CA
S-3227	87	MSE	1[illegible]XM18	18589298	CA
S-3257	[illegible]	SPCNS	CA[illegible]7227	18589300	CA
[redacted]					
S-4[illegible]	[illegible]	SPCNS	CA[illegible]	18589302	CA
S-3254	[illegible]	DAIHA	J[illegible]733	23804[illegible]	CA
A-[illegible]	[illegible]	INTL	1HT[illegible]CUT1PN477[illegible]2	347283	CA
A-[illegible]	[illegible]	FORD	1FD[illegible]74C[illegible]VA80784	447276	CA

Schedule IV
to Termination
and Release

Pledged Stock

NORTH AMERICAN CHEMICAL COMPANY

	Class of Stock	Certificate Number	Number of Shares
Trona Railway Company	Common	7	34,000
Searles Valley Residences Inc.	Common	1	1,000
North American Carbonate Company	Common	1	1,000
North American Bicarbonate Company	Common	1	1,000
Harris International Export Company	Common	1	1,000

Exhibit -
Termination and
Release

Mortgage Discharges

NORTH AMERICAN CHEMICAL COMPANY

[Deed of Reconveyance
for San Bernardino County, CA
with respect to Deed of Trust
dated as of 11/30/90]

TO BE SUPPLIED

[Deed of Reconveyance for Inyo County, CA
with Respect to Deed of Trust
dated as of 11/30/90]

TO BE SUPPLIED

[Deed of Reconveyance for Kern County, CA
with Respect to Deed of Trust
dated as of 11/30/90]

TO BE SUPPLIED

[Deed of Reconveyance for San Bernardino County, CA
with respect to Deed of Trust
dated as of 11/22/91]

TO BE SUPPLIED

[Deed of Reconveyance for Kern County, CA
with respect to Deed of Trust
dated as of 11/22/91]

TO BE SUPPLIED

Exhibit B
to Termination
and Release

Bank of America National Trust and Savings Association,
as Collateral Agent

October 28, 1993

BY FAX

B.V. Exploitatie- en Handelsonderneming Lieben
Attn. P. Van Poelgeest
Ankerkade 78
6222 NM Maastricht
The Netherlands

Re: Agreement for the Grant of a Security Interest in Finished Goods and Inventory, Dated as of November 30, 1990, Among North America Chemical Company, First Fidelity Bank, National Association, New Jersey, As Agent, and B.V. Exploitatie- en Handelsonderneming Lieben

To Whom It May Concern:

Notice is hereby given that the Security Period (as defined in the above-referenced Agreement) has expired and, accordingly, the above-referenced Agreement is terminated.

Very truly yours,

THE BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION, as
Collateral Agent

By: _____
Name:
Title:

cc: North American Chemical Company

TRADEMARK
REEL: 1843 FRAME: 0178

Bank of America National Trust and Savings Association,
as Collateral Agent

October 28, 1993

BY FAX

Rhenus Belgium N.V.
Attn. Mr. J. Van Wijk
or Mr. J. Wouters
Noorderlaan 139
B - 2030 Antwerpen 3
Belgium

Re: Agreement for the Grant of a Security Interest in Finished Goods and Inventory, Dated as of September , 1992, Among North America Chemical Company, Bank of America National Trust and Savings Association, As Collateral Agent, and Rhenus Belgium N.V.

To Whom It May Concern:

Notice is hereby given that the Security Period (as defined in the above-referenced Agreement) has expired and, accordingly, the above-referenced Agreement is terminated.

Very truly yours,

THE BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Collateral Agent

By: _____
Name:
Title:

cc: North American Chemical Company

Bank of America National Trust and Savings Association,
as Collateral Agent

October 28, 1993

BY FAX

Lehnkering Montan Nederland BV
Attn. Mr. G. de Jonge Lughten
P.O. Boz 519
3000 AN Rotterdam
The Netherlands

Re: Agreement for the Grant of a Security Interest in Finished Goods and Inventory, Dated as of November 30, 1990, Among North America Chemical Company, First Fidelity Bank, National Association, As Agent, and Lehnkering Montan Nederland BV .

To Whom It May Concern:

Notice is hereby given that the Security Period (as defined in the above-referenced Agreement) has expired and, accordingly, the above-referenced Agreement is terminated.

Very truly yours,

THE BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION, as
Collateral Agent

By: _____
Name:
Title:

cc: North American Chemical Company

Bank of America National Trust and Savings Association,
as Collateral Agent

October 28, 1993

BY FAX

Koninklijke Frans Swarttouw BV
Attn. P. Van Poelgeest
P.O. Box 54143
3008 JC Rotterdam
The Netherlands

Re: Agreement for the Grant of a Security Interest in Finished Goods and Inventory, Dated as of December 14, 1990, Among North America Chemical Company, First Fidelity Bank, National Association, New Jersey, as Agent, and Koninklijke Frans Swarttouw BV

To Whom It May Concern:

Notice is hereby given that the Security Period (as defined in the above-referenced Agreement) has expired and, accordingly, the above-referenced Agreement is terminated.

Very truly yours,

THE BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Collateral Agent

By: _____
Name:
Title:

North American Chemical Company