

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

- 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
- 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 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**

KANSAS

66210

City

State/Country

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.)

- Citizenship/State of Incorporation/Organization **DELAWARE**

01/26/1999 ITOM11 00000135 1543153

FOR OFFICE USE ONLY

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

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

**TRADEMARK
REEL: 1843 FRAME: 0132**

ME 1-26-99

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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

Name of Person Signing

James F. Donato
Signature

1/14/09
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 Handelonderneming 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

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 effectuated 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.

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

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 Warehouseurs (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

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.

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: [Signature]
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: [Signature]
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:

SENT BY Xerox Telecopier 7020 110-27-93 1 7141PM 1

WSP&R NEW YORK-

415 622 609 :# 0

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. 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:

SENT BY: Xerox Telecopier 7020 : 10-27-93 8:02PM : WSP&R NEW YORK-412 234 0555

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 C. Marion
Name: Judith B. Marion
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. V.P.

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

By: _____
Name:
Title:

SENT BY: Xerox Telecopier 7020 :10-27-93 : 6:02PM :

WSP&R NEW YORK-412 234 0555

#12

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.

HARRIS CHEMICAL NORTH AMERICA
 SCHEDULE OF PRINCIPAL PAYMENTS
 SCHEDULE 1

24-Oct-80

cap. 8

ISS	WIRE DETAIL	CONSOLIDATED USES			DETAIL OF USES BY COMPANY							TOTAL										
		TOTAL	MONA	BFTO	NAOC	NAU800	DBA	MOO	MONA	BFTO												
NAOC:																						
	U.S. DEBT - PRUDENTIAL	20,200,000.00	20,200,000.00	0.00	20,200,000.00																	20,200,000.00
	SUB. DEBT - PRU REINSURANCE	401,000.00	401,000.00	0.00	401,000.00																	401,000.00
	SUB. DEBT - FIRST PLAZA	12,300,000.00	12,300,000.00	0.00	12,300,000.00																	12,300,000.00
	SENIOR NOTE - PRUDENTIAL	20,200,000.00	20,200,000.00	0.00	20,200,000.00																	20,200,000.00
	SENIOR NOTE - PRU REINSURANCE	401,000.00	401,000.00	0.00	401,000.00																	401,000.00
	SENIOR NOTE - FIRST PLAZA	12,300,000.00	12,300,000.00	0.00	12,300,000.00																	12,300,000.00
	BONDS A TERM - BANCLAYS	27,500,000.20	27,500,000.20	0.00	27,500,000.20																	27,500,000.20
	SENIORS B TERM - PRUDENTIAL	11,504,117.70	11,504,117.70	0.00	11,504,117.70																	11,504,117.70
	REVOLVER - BANCLAYS	40,500,000.00	40,500,000.00	0.00	40,500,000.00																	40,500,000.00
	TOTAL NAOC	161,614,000.00	161,614,000.00	0.00	161,614,000.00																	161,614,000.00

Schedule I
 to Termination
 and Release

NACC

Amounts Paid to Banks,
 Noteholders and Agent

WARRING CHEMICAL NORTH AMERICA
 SCHEDULE OF INTEREST PAYMENTS
 SCHEDULE 1

WIRE DETAIL	CONSOLIDATED USES			DETAIL OF USES BY COMPANY							TOTAL
	TOTAL	HONA	BAFTO	NACC	HANROD	OML	HCO	HOMA	BAFTO		
DEBT - PRUDENTIAL	318,140.61	318,140.61	0.00	318,140.61							318,140.61
DEBT - PRU REINSURANCE	4,881.41	4,881.41	0.00	4,881.41							4,881.41
DEBT - FIRST PLAZA	128,718.67	128,718.67	0.00	128,718.67							128,718.67
DR NOTE - PRUDENTIAL	288,288.67	288,288.67	0.00	288,288.67							288,288.67
DR NOTE - PRU REINSURANCE	3,818.88	3,818.88	0.00	3,818.88							3,818.88
DR NOTE - FIRST PLAZA	118,884.67	118,884.67	0.00	118,884.67							118,884.67
EA A TERM - BARCLAYS	118,268.82	118,268.82	0.00	118,268.82							118,268.82
EA B TERM - PRUDENTIAL	48,731.24	48,731.24	0.00	48,731.24							48,731.24
ALYER - BARCLAYS	122,227.63	122,227.63	0.00	122,227.63							122,227.63
NACC	1,188,288.68	1,188,288.68	0.00	1,188,288.68	0.00	0.00	0.00	0.00	0.00	0.00	1,188,288.68

HARRIS CHEMICAL NORTH AMERICA
 SCHEDULE OF PREPAYMENT PENALTIES
 SCHEDULE 1

28-Oct-83

WIRE DETAIL	CONSOLIDATED USES			DETAIL OF USES BY COMPANY						TOTAL
	TOTAL	MCNA	SAFTO	NAOCO	NAABCO	GAUL	HOO	MCNA	SAFTO	
G	13,324,328.87	13,324,328.87	0.00	13,324,328.87						13,324,328.87
H	189,323.88	189,323.88	0.00	189,323.88						189,323.88
C	6,785,845.84	6,785,845.84	0.00	6,785,845.84						6,785,845.84
G	7,882,180.07	7,882,180.07	0.00	7,882,180.07						7,882,180.07
H	107,788.72	107,788.72	0.00	107,788.72						107,788.72
C	3,289,881.34	3,289,881.34	0.00	3,289,881.34						3,289,881.34
	30,318,468.80	30,318,468.80	0.00	30,318,468.80	0.00	0.00	0.00	0.00	0.00	30,318,468.80

EBT - PRUDENTIAL
 EBT - PRU. REINSURANCE
 EBT - FIRST PLAZA
 A NOTE - PRUDENTIAL
 A NOTE - PRU. REINSURANCE
 A NOTE - FIRST PLAZA

NAOC

**Schedule II
to Termination
and Release**

Notes

NORTH AMERICAN CHEMICAL COMPANY

I. Credit Agreement Notes:

<u>Type of Note</u>	<u>Noteholder</u>	<u>Amount</u>
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
<hr style="border-top: 1px dashed black;"/>		
Series B Term Note:		
	The Prudential Insurance Company of America	\$25,000,000.00
<hr style="border-top: 1px dashed black;"/>		
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
<hr style="border-top: 1px dashed black;"/>		

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

II. Senior Fixed Rate Notes:

<u>Type of Note</u>	<u>Noteholder</u>	<u>Amount</u>
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:

<u>Type of Note</u>	<u>Noteholder</u>	<u>Amount</u>
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.

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

North American Chemical Company

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

North American Chemical Company

3

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

**TRADEMARK
REEL: 1843 FRAME: 0154**

North American Chemical Company

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

North American Chemical Company

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

North American Chemical Company

6

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**

North American Chemical Company

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

North American Chemical Company

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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

**TRADEMARK
REEL: 1843 FRAME: 0160**

North American Chemical Company

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

North American Chemical Company

1.

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

**TRADEMARK
REEL: 1843 FRAME: 0162**

North American Chemical Company

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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

**TRADEMARK
REEL: 1843 FRAME: 0163**

North American Chemical Company

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

North American Chemical Company

14

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

**TRADEMARK
REEL: 1843 FRAME: 0165**

North American Chemical Company

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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

North American Chemical Company

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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

**TRADEMARK
REEL: 1843 FRAME: 0167**

North American Chemical Company

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

North American Chemical Company

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

North American Chemical Company

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

Naasent Yr Make Vehicle ID Number Title No. State

B-3232	66	COZAD	1G8G4420XJ7167028	18500288	CA
A-476	67	FORD	1F0E70M2WA6022	18500287	CA
S-4886	68	OPONS	CA44886	18507189	CA
A-474	66	FORD	1F0E70M2WA6022	18500288	CA
A-475	66	FORD	1F0E70M2WA6022	18500289	CA
A-476	66	FORD	1F0E70M2WA6022	18500290	CA
A-477	66	FORD	1F0E70M2WA6022	18500291	CA
A-478	66	FORD	1F0E70M2WA6022	18500292	CA
A-479	66	FORD	1F0E70M2WA6022	18500293	CA
A-480	66	FORD	1F0E70M2WA6022	18500294	CA
B-3051	67	DODG	8T0000000000000000000000	18500298	CA
B-3078	68	OPONS	CA44886	18500287	CA
B-3227	67	DODG	1G8G4420XJ7167028	18500298	CA
B-3257	68	OPONS	CA44727	18500380	CA
B-4505	68	OPONS	CA44886	18500382	CA
S-3234	68	DARIA	JH1000000000000000000000	23004808	CA
A-480	68	DITL	1H1000000000000000000000	347283	CA
A-481	68	FORD	1F0E70M2WA6022	447278	CA

**Schedule IV
to Termination
and Release**

Pledged Stock

NORTH AMERICAN CHEMICAL COMPANY

	<u>Class of Stock</u>	<u>Certi- ficate Number</u>	<u>Number of Shares</u>
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 Handelonderneming 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 Handelonderneming 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

**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

**TRADEMARK
REEL: 1843 FRAME: 0179**

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. Box 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

TRADEMARK
REEL: 1843 FRAME: 0180

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

RECORDED: 01/26/1999

TRADEMARK
REEL: 1843 FRAME: 0181