

JAMES L. MESSENGER
CHRISTOPHER J. NEWMAN
RICHARD J. THOMAS *
DAVID K. HOLMQUIST
JERRY M. BRYAN
ANNA M. CIAMBOTTI
JERRY R. KRZYS
MELODY DUGIC GAZDA
J. MICHAEL THOMPSON

**HENDERSON, COVINGTON, MESSENGER,
NEWMAN & THOMAS CO., L.P.A.**
A LEGAL PROFESSIONAL CORPORATION
6 FEDERAL PLAZA CENTRAL, SUITE 1300
YOUNGSTOWN, OHIO 44503
TELEPHONE: (330) 744-1148
TELEFAX: (330) 744-3807

ANDREW M. HENDERSON (1904-1950)
C.A. COVINGTON, JR. (1917-1999)

PARALEGALS
DAWN E. KNISLEY, ACP*
DIANE M. CIAMBOTTI

*ADVANCED CERTIFIED
PARALEGAL-REAL-ESTATE

PENNSYLVANIA
TELEPHONE: (412) 553-7474

* ALSO ADMITTED IN PENNSYLVANIA

February 5, 2015

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
Washington, DC 20423-0001

RECORDATION NO. 31612 FILED

FEB 27 '15 -10 35 AM

SURFACE TRANSPORTATION BOARD

RE: DOCUMENT FOR RECORDATION

Dear Sir or Madam:

Enclosed for recording with the Surface Transportation Board is an original and one (1) copy / counterpart of a document described below, to be recorded pursuant to Section 11301 of Title 49 of the US Code.

The document is a Security Agreement dated January 7, 2014 and is the primary document.

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

Secured Party: The Huntington National Bank
7 Easton Oval, EA5W29
Columbus, Ohio 43219

Debtor: The Cotter Merchandising Storage Company
1564 Firestone Parkway
Akron, Ohio 44301

A description of the equipment covered by the Security Agreement is as follows:

Equipment: 95 Ton Diesel Electric Locomotive
Class b-b-190/190-4ge747
Serial Number 30830

Page 2

February 5, 2015

The Huntington National Bank and
The Cotter Merchandising Storage Company

The filing fee of \$44.00 is enclosed. Please contact me if you have any questions or comments and please return the original to the undersigned in the self-addressed envelope provided.

Thank you for your time and attention to this matter.

Very truly yours,

HENDERSON, COVINGTON, MESSENGER,
NEWMAN & THOMAS CO., L.P.A.



Diane M. Ciambotti
Paralegal

Enclosures

JAMES L. MESSENGER
CHRISTOPHER J. NEWMAN
RICHARD J. THOMAS *
DAVID K. HOLMQUIST
JERRY M. BRYAN
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PARALEGAL-REAL-ESTATE

PENNSYLVANIA

TELEPHONE: (412) 553-7474

February 27, 2015

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
Washington, DC 20423-0001
Attn: Karen

RE: DOCUMENT FOR RECORDATION

Dear Karen:

Pursuant to our voice mail messages regarding the change in recording fee from \$44.00 to \$43.00, enclosed is our check in the amount of \$43.00 for recording with the Surface Transportation Board regarding the Security Agreement previously sent to you on February 5, 2015. The document previously sent is described below.

The document is a Security Agreement dated January 7, 2014 and is the primary document.

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

Secured Party: The Huntington National Bank
7 Easton Oval, EA5W29
Columbus, Ohio 43219

Debtor: The Cotter Merchandising Storage Company
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Page 2

February 27, 2015

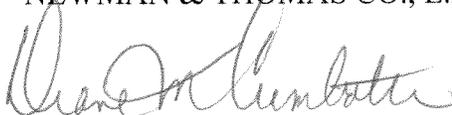
The Huntington National Bank and
The Cotter Merchandising Storage Company

Please contact me if you have any questions or comments and please return the original recorded Security Agreement and our \$44.00 check to the undersigned in the self-addressed envelope provided.

Thank you for your time and attention to this matter.

Very truly yours,

HENDERSON, COVINGTON, MESSENGER,
NEWMAN & THOMAS CO., L.P.A.

A handwritten signature in cursive script, appearing to read "Diane M. Ciambotti".

Diane M. Ciambotti
Paralegal

Enclosure

31612 FILED

FEB 27 '15 - 10 35 AM

SURFACE TRANSPORTATION BOARD

Loan Reference No: _____

SECURITY AGREEMENT

This Commercial Security Agreement dated 1/7, 2014²⁰¹⁵ ("Agreement") is made between **THE COTTER MERCHANDISE STORAGE COMPANY** ("Debtor"), with an address of 1564 Firestone Parkway, Akron, Ohio 44301 and **THE HUNTINGTON NATIONAL BANK** ("Lender"), with an address of _____.

I. RECITALS

WHEREAS, Lender has extended credit to Debtor in the form of _____, as evidenced by that/those certain promissory note(s) dated _____, 2014, executed by Debtor and payable to the order of Lender (such promissory note as the same may be renewed, extended or modified from time to time, and all promissory notes given in renewal, extension or modification thereof, is referred to herein as the "Note").

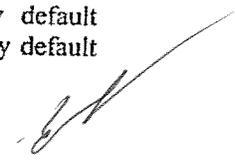
WHEREAS, Lender has conditioned its obligations to fund under the Note and related Loan Documents as defined herein, upon, among other things, the execution and delivery of this Agreement by Debtor.

WHEREAS, for valuable consideration, Debtor grants to Lender a security interest in the Collateral, as defined herein, to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law. The term "Indebtedness" as used in this Agreement shall mean any and all debts and obligations of Debtor to Lender, whether now in existence or hereafter arising, including, but not limited to, the indebtedness evidenced by the Note and related Loan Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Debtor is responsible under this Agreement or under any of the Loan Documents. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Agreement together with all interest thereon.

WHEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Debtor agrees as follows:

II. SECURITY INTEREST

I. **Effect of Loan Documents.** The terms and conditions set forth herein are in addition to, and not in limitation of, any terms and conditions set forth in any loan agreement, promissory note, security agreements, financing statements, guaranties, the Note and any other documents executed in connection herewith (the "Loan Documents"), and any default hereunder shall be deemed a default under any such Loan Documents. Likewise, any default under any such Loan Documents shall be deemed a default hereunder.



2. **Description of Collateral.** The "Collateral" shall be that certain 95 ton diesel electric locomotive class b-b-190/190-4ge747 and having a serial number of 30830 wherever located, as well as the documents and data attributable thereto. In addition, the word "Collateral" also includes the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(a) All accessions, attachments, accessories, replacements of and additions to any of the Collateral described herein, whether added now or later.

(b) All products and produce of any of the property described in this Collateral section.

(c) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property located in this Collateral section.

(d) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(e) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Debtor's right, title and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

3. **Obligations Secured.** The Collateral shall secure the following obligations, indebtedness, and liabilities (all such obligations, indebtedness, and liabilities being hereinafter sometimes called the "Obligations"):

(a) The obligations and Indebtedness of Debtor to Lender evidenced by the Note;

(c) All future advances by Lender to Debtor;

(d) The Obligations (as defined in the Note and corresponding Loan Documents);

(e) All other obligations, indebtedness, and liabilities of Debtor to Secured Party, now existing or hereafter arising, regardless of whether such obligations, indebtedness, and liabilities are similar, dissimilar, related, unrelated, direct, indirect, fixed, contingent, primary, secondary, joint, several, or joint and several; and

(f) All extensions, renewals, and modifications of any of the foregoing and all promissory notes given in extension, renewal or modification of any of the foregoing.

III. REPRESENTATIONS AND WARRANTIES

To induce Lender to make the loan evidenced by the Note and corresponding Loan Documents, Debtor represents and warrants to Lender that:

4.1 **Title.** Except for the security interest granted herein, Debtor owns, and with respect to the Collateral acquired after the date hereof Debtor will own, the Collateral free and clear of any lien, security interest, or other encumbrance.

4.2 **Financing Statements.** No financing statement or other document covering any of the Collateral is on file in any public office reflecting any security interest other than those which reflect the security interest created by this Agreement or to which Lender has specifically

consented in writing. Debtor shall defend Lender's rights in the Collateral against the claims and demands of all other persons. Debtor authorizes Lender to file a copy of this Agreement and/or file any other document or take any other action necessary and/or appropriate to perfect Lender's security interest in the Collateral. At Lender's request, Debtor additionally agrees to sign all other documents that are necessary and/or appropriate to perfect, protect, and continue Lender's security interest in the Collateral. Debtor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs.

4.3 Perfection of Security Interest. Debtor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of lender, Debtor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Debtor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Agreement and will continue in effect even though all or any part of the Indebtedness evidenced by the Note and corresponding Loan Documents. Lender is hereby authorized to file any financing statement and/or other document, without the signatures of Debtor, in order to evidence and perfect the security interest granted in this Agreement, and Debtor hereby appoints Lender as Debtor's attorney-in-fact to execute any document and take such other necessary and/or appropriate action on behalf of Debtor to perfect such a security interest.

4.4 No Consent. The approval and authorization of the Surface Transportation Board of the Department of Transportation, the Association of American Railroads, the Interstate Commerce Commission or any other entity is not needed for the execution, delivery, and performance of this Agreement and the other Loan Documents to which Debtor is a party.

4.5 Notices to Lender. Debtor warrants to Lender that its full and exact legal name and address accurately appear in the first paragraph of this Security Agreement Debtor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Debtor's name; (2) change in Debtor's assumed business name(s); (3) change in the management of the corporation of Debtor; (4) change in the authorized signor(s); (5) change in Debtor's principal office address; (6) change in Debtor's state of organization; (7) conversion of Debtor to a new or different type of business entity; or (8) change in any other aspect of Debtor that directly or indirectly relates to any agreements between Debtor and Lender. No change in Debtor's name or state of organization will take effect until after Lender has received notice. With respect to the Collateral, Debtor shall promptly notify Lender of (1) any lien, security interest, encumbrance, or claim made or threatened against the Collateral; (2) any material change in the Collateral, including, without limitation, any material damage to or loss of the Collateral, and (3) any investigation, action or complaint filed by or with the Surface Transportation Board of the Department of Transportation, the Interstate Commerce Commission or the Association of American Railroads.

4.6 No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Debtor or to which Debtor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

4.7 **Enforceability of Collateral.** To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all person appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

4.8 **Location of Collateral.** Except in the ordinary course of Debtor's business, Debtor agrees to keep the Collateral at Debtor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Debtor will deliver to Lender in the form satisfactory to Lender a schedule of real properties and Collateral locations relating to Debtor's operations, including without limitation the following: (1) all real property Debtor owns or is purchasing; (2) all real property Debtor is renting or leasing; (3) all storage facilities Debtor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

4.9 **Removal of Collateral.** Except in the ordinary course of Debtor's business, Debtor shall not remove the Collateral from its existing location without Lender's prior written consent. Debtor shall, whenever requested, advise Lender of the exact location of the Collateral.

4.10 **Transactions Involving Collateral.** Except for inventory sold or accounts collected in the ordinary course of Debtor's business, or as otherwise provided for in this Agreement, Debtor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Debtor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Debtor shall immediately deliver any such proceeds to Lender.

4.11 **Hazardous Substances.** Debtor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened releases of any Hazardous Substance. The representations and warranties contained herein are based on Debtor's due diligence in investigating the Collateral for Hazardous Substance. Debtor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Debtor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of the Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.



IV. COVENANTS

5.1 **Repairs and Maintenance.** Debtor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Debtor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach or be filed against the Collateral. Debtor shall not use or permit the Collateral to be used in any manner or for any purpose that will impair the value of the Collateral or expose the Collateral to unusual risk. Debtor shall not permit any waste or destruction of the Collateral or any part thereof. Debtor shall not use or permit the Collateral to be used in violation of any law or inconsistently with any policy of insurance.

5.2 **Inspection.** Lender and Lender's designated representative and agents shall have the right at all reasonable times to examine and inspect the Collateral and copy Debtor's books and records wherever located.

5.3 **Taxes, Assessments and Liens.** Debtor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Loan Documents. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Debtor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Debtor shall designate itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Debtor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Debtor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Debtor may withhold any such payment or may elect to contest any lien if Debtor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

5.4 **Compliance with Laws.** Debtor shall comply with 49 USCS §§ 10101 et seq., and all applicable laws, rules, regulations, and order of any court or governmental authority, including but not limited to the Surface Transportation Board of the Department of Transportation, the Interstate Commerce Commission and the Association of American Railroads.

5.5 **Maintenance of Casualty Insurance.** Debtor shall procure and maintain all risks insurance, including without limitation collision, casualty, damage, destruction, loss, fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Debtor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender and not including any disclaimer

of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Debtor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Debtor will provide Lender with such loss payable or other endorsements as Lender may require. If Debtor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

5.6 Application of Insurance Proceeds. Debtor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Debtor fails to do so as soon as reasonably possibly by Debtor after the casualty, Debtor shall as soon as reasonably possible make an insurance claim for any such loss, within the policy requirements. Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Debtor from any insurance proceeds then in Lender's possession related to such casualty for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Debtor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Debtor as not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

5.7 Insurance Reports. Debtor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Debtor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

V. DEFAULT

6.1 Default. Each of the following shall constitute an Event of Default under this Agreement.

Payment Default. Debtor fails to make any payment when due under the Indebtedness.

Other Defaults. Debtor fails to comply with or perform any other term, obligation, covenant or condition contained in this Agreement or in the Note or any of the related Loan Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Debtor.

Default in Favor of Third Parties. Any guarantor or Debtor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of

guarantor's or Debtor's property or ability to perform their respective obligations under this Agreement or any of the Loan Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Debtor or on Debtor's behalf under this Agreement or the Loan Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Loan Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Debtor's existence as a going business, the insolvency of Debtor, the appointment of a receiver for any part of Debtor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Debtor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Debtor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Debtor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Debtor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender in its sole reasonable discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness of Debtor dies becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Debtor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

6.2 Rights and Remedies on Default. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Ohio Uniform Commercial Code and/or other applicable law or regulation. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Debtor would be required to pay, immediately due and payable, without notice of any kind to Debtor.

Assemble Collateral. Lender may require Debtor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Debtor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Debtor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Debtor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Debtor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Debtor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Debtor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Secured Party in Possession. Lender shall have the right to be placed as secured party in possession or to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect all present and future rents, revenues, income, issues, royalties, profits and other benefits derived from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The secured party in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of

and in the name of Debtor, receive, open and dispose of mail addressed to Debtor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Debtor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Debtor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. All of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Debtor under this Agreement, after Debtor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

6.3 Lender's Expenditures. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Debtor fails to comply with any provision of this Agreement or any Loan Documents, including but not limited to Debtor's failure to discharge or pay when due any amounts Debtor is required to discharge or pay under this Agreement or any related Loan Documents, Lender on Debtor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining, and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Debtor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which lender may be entitled upon Default.

VI. MISCELLANEOUS

The following miscellaneous provisions are a part of this Agreement.



7. **Debtor's Right to Possession.** Until default, Debtor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the related Loan Documents, provided that Debtor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for the purpose as Debtor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Debtor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

8. **Reinstatement of Security Interest.** If payment is made by Debtor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Debtor's Trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Debtor), the indebtedness shall be considered unpaid for the purpose of enforcement of this Agreement and this Agreement shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Agreement or of any note or other instrument or agreement evidencing the Indebtedness and the Collateral will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Debtor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Agreement.

9. **Amendments.** This Agreement, together with any Loan Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

10. **Attorneys' Fees; Expenses.** Debtor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Debtor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, Debtor also shall pay all court costs and such additional fees as may be directed by the court.

11. **Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by email or telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Debtor agrees to keep Lender informed at all times of Debtor's current address. Unless otherwise provided or required by law, if there is more than one Debtor, any notice given by Lender to any Debtor is deemed to be notice given to all Grantors.

12. **Power of Attorney.** As set forth in Section 4.3 herein, Lender is appointed by Debtor as Debtor's irrevocable attorney-in-fact for the purpose of executing any documents necessary and/or appropriate to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Debtor, file any document or other reproduction of any financing statement or of this Agreement for use as a financing statement. Debtor will reimburse Lender for all expenses for the perfection and continuation of the perfection of Lender's security interest in the Collateral.

13. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

14. **Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Debtor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Debtor, Lender, without notice to Debtor, may deal with Debtor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Debtor from the obligations of this Agreement or liability under the Indebtedness.

15. **Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

16. **Waiver.** No waiver by the Lender of any provision of this Agreement shall be effective unless the same is in writing and is signed by Debtor and the Lender. No waiver by the Lender of any of its rights hereunder shall operate as a waiver of any other of its rights or any of its rights on a future occasion.

17. **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

18. **Delivery of Collateral.** Upon demand by Lender, Debtor agrees to gather the Collateral and deliver possession of the same, including all current records related thereto, to Lender and to take any other action deemed necessary and/or proper by Lender to facilitate Lender possession and liquidation of the same.

19. **Governing Law.** This Security Agreement shall be construed in accordance with the laws of the State of Ohio, without regard to conflict of laws principles. Debtor acknowledges that any action arising out of this Agreement may be brought in the courts servicing Mahoning County, Ohio and that said Courts shall have exclusive jurisdiction and venue with respect to any such action.

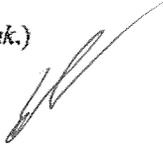
20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement and/or other Loan Document by a scanned PDF document attached to an e-mail or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

21. **Waiver of Bond.** In the event Lender seeks to take possession of any or all of the Collateral by judicial process, Debtor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

22. **Entire Agreement.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND TEHREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

(Signatures are on the following page. The remainder of this page is intentionally left blank.)



IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed this 7 day of January, 2014 2015

"SECURED PARTY"
The Huntington National Bank

"DEBTOR"
The Cotter Merchandise Storage Company

By: [Signature] VP.
Name: ROBERT W. BRUNO, VP.
Its: HAB

By: [Signature]
Name: CHRIST GEIB
Its: PRESIDENT

STATE OF OHIO)
Cuyahoga) SS:
COUNTY OF MAHONING)

Before me, a notary public, in and for said County and State, personally appeared the above named Robert Bruno by and through Huntington National Bank its Vice President who executed the above instrument and who acknowledged that s/he did sign the foregoing instrument and that the same is his/her free act and deed in the capacity indicated by his/her signature and designation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Pepper Pike, Ohio, this 9th day of February, 2015

[Signature]
Notary Public

STATE OF OHIO)
Cuyahoga) SS:
COUNTY OF Summit)

ROBIN GRIGGS
Notary Public, State of Ohio
My Commission Expires Aug. 7, 2016
Recorded in Cuyahoga County



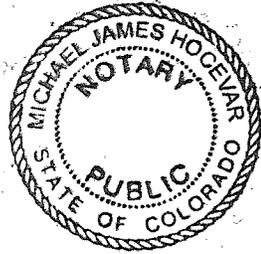
Before me, a notary public, in and for said County and State, personally appeared the above named Christ Geib by and through President its Cotter Merchandise Storage Co. who executed the above instrument and who acknowledged that s/he did sign the foregoing instrument and that the same is his free act and deed in the capacity indicated by his her

signature and designation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at
2014 7 day of January
2015


Notary Public





attests to

"Security Agreement"