

Stupal Rack & Car Corporation
Suite 3500
80 Pine Street
New York, New York

RECORDATION NO. 9145 Filed & Recorded

DEC 29 1977 - 2 10 PM

INTERSTATE COMMERCE COMMISSION

December 28, 1977

Secretary of the Interstate
Commerce Commission
Washington, D.C. 20423

Gentlemen:

In accordance with 49 U.S.C.A. § 20(c) and Part
1116 of the Code of Federal Regulation, we are hereby trans-
mitting for recordation the following:

Chattel Mortgage dated as of June 1, 1977 from
Stupal Rack & Car Corporation, a Delaware Corpora-
tion, whose address is Suite 3500, 80 Pine Street,
New York, New York, as mortgagor, to The Chase Man-
hattan Bank, National Association, a national bank-
ing corporation, having an office at One Chase Man-
hattan Plaza, New York, New York, as mortgagee, with
respect to the following railroad cars:

Quantity: 80

Type: Flat Cars

Car Numbers: 7541 through 7542, inclusive,
7544 through 7561, inclusive,
7563 through 7566, inclusive,
7568 through 7587, inclusive,
7590 through 7594, inclusive,
7596 through 7599, inclusive,
7601 through 7609, inclusive,
7611 through 7617, inclusive,
7619 through 7622, inclusive,

7-363A1C4

DEC 29 1977

~~date~~

50

DC Washington

*C. De...
S. Ac...
tel...*

RECEIVED

DEC 29 2 07 PM '77

CERTIFICATION UNIT

Secretary of the Interstate
Commerce Commission

-2-

, December 28, 1977

7624,
7626 through 7627, inclusive,
7629, and
7997 through 7999, inclusive.

We have also enclosed for retention in the files
of the Commission two (2) executed counterparts of the
Chattel Mortgage described above.

After recordation, the original documents should be
returned to:

Stupal Rack & Car Corporation
Suite 3500
80 Pine Street
New York, New York

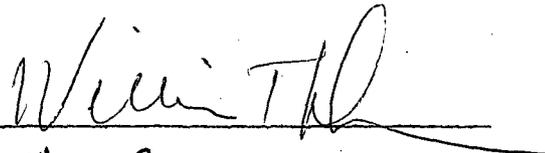
Attention: Nathan Mistretta

A check in the amount of \$50 recordation fee is also enclosed.

Very truly yours,

STUPAL RACK & CAR CORPORATION

BY


Vice President

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

12/29/77

OFFICE OF THE SECRETARY

**Stupal Rack & Car Corp.
Suite 3500
80 Pine Street
New York, N.Y.**

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **12/29/77** at **2:10pm**, and assigned recordation number(s)

9145
Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

**SE-30-T
(6/77)**

CHATTEL MORTGAGE

9145
RECORDATION NO. _____ Filed & Recorded

DEC 29 1977 - 2 10 PM

INTERSTATE COMMERCE COMMISSION

CHATTEL MORTGAGE, dated as of June 1, 1977 from Stupal Rack & Car Corporation, a Delaware Corporation (herein called the "Mortgagor"), whose address is Suite 3500, 80 Pine Street, New York, New York, as mortgagor, to The Chase Manhattan Bank, National Association, a national banking corporation (herein called the "Mortgagee"), having an office at One Chase Manhattan Plaza, New York, New York, as mortgagee.

WHEREAS, under a certain loan agreement, dated the date hereof, between The Pressprich Corporation, a New York corporation (herein called "Pressprich") and the Mortgagee, a copy of which is attached hereto as Schedule 2 (herein, as the same may hereafter be amended and supplemented, called the "Loan Agreement"), the Mortgagee has agreed to lend to Pressprich the aggregate principal sum of \$3,710,000 to be evidenced by a promissory note in the form annexed to the Loan Agreement as Exhibit C (herewith together with any promissory notes delivered to refund or otherwise replace said promissory notes, called the "Notes") to be secured by, among other things, the Guaranty dated June 1, 1977 of the Mortgagor, a copy of which is attached hereto as Schedule 3 (herein called the "Guaranty");

WHEREAS, the Mortgagor owns an undivided 80% interest in certain railroad equipment, the remaining 20% being owned by an affiliate of the State of Wisconsin (herein called the "State of Wisconsin");

WHEREAS, the Guaranty is to be secured by a lien on the Mortgagor's undivided 80% interest in such railroad equipment and on the Mortgagor's interest as lessor under leases relating to such railroad equipment; and

WHEREAS, the lien created by this Mortgage is expressly subordinated to the unsecured debt of the Mortgagor owed to the State of Wisconsin referred to in Article Four hereof.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1) by the Mortgagee to the Mortgagor in hand paid, receipt of which is hereby acknowledged, and to secure the due and punctual performance by the Mortgagor of its obligations under the Guaranty and the performance and observance by the Mortgagor of all its agreements and covenants contained herein, the Mortgagor has transferred, granted, bargained, sold, conveyed, mortgaged, hypothecated and pledged and does hereby transfer, grant, bargain, sell, convey,

mortgage, hypothecate and pledge to the Mortgagee, its successors and assigns, and has granted and does hereby grant to the Mortgagee, its successors and assigns a security interest in, all of its interest in railroad cars and equipment now owned or hereafter acquired by the Mortgagor or any assignee of rights of the Mortgagor (herein, together with any and all other property which may hereafter be transferred, granted, bargained, sold, conveyed, mortgaged, hypothecated and pledged by the Mortgagor to the Mortgagee hereunder and any and all substitutions, replacements, renewals and additions for or to any thereof, called the "Mortgaged Property") including without limitation:

A. The railroad cars described in Schedule 1 annexed hereto.

B. All parts, equipment and accessories, whether now owned or hereafter acquired, installed on the railroad equipment referred to in subdivision A above.

C. All additional railroad equipment, parts, accessories and other property of every kind and character which may hereafter be transferred, granted, bargained, sold, conveyed, mortgaged, hypothecated and pledged by the Mortgagor to the Mortgagee, or in which a security interest may be granted by the Mortgagor to the Mortgagee, in and by any and all chattel mortgages, security agreements or any other instrument or agreement.

D. All property, whether now owned or hereafter acquired by the Mortgagor or its assigns, in replacement of or substitution for any of the property described or referred to in subdivisions A, B, and C above.

E. All property, whether now owned or hereafter acquired, by the Mortgagor or its assigns, which may be at any time installed on, attached to or incorporated in any of the property described or referred to in the foregoing subdivisions A, B, C, and D, so long as the same shall be so installed, attached or incorporated therein or thereto or shall be appurtenant thereto.

F. All of Mortgagor's right, title and interest as lessor under all leases, whether or not now existing (herein called the "Leases") relating to any of the property described in or referred to in the foregoing subdivisions A, B, C, D and E.

G. Together with the tolls, rents, revenues, issues, income, products and profits, and all the estate, right, title, interest and claim whatsoever, at law as well as in equity, which the Mortgagor now has or now possesses or to which the Mortgagor or its assigns may hereafter become

legally or equitably entitled, in or to the property subjected or required to be subjected to the lien of this Mortgage.

To Have And To Hold the Mortgaged Property unto the Mortgagee, its successors and assigns, and to its successors' assigns' own use, forever;

PROVIDED, HOWEVER, and the condition of these premises is such that (i) if there shall be paid to the holder of the Notes the principal of all the indebtedness contracted by Pressprich under and in pursuance of the Loan Agreement and interest thereon and all other amounts payable under the Loan Agreement and Pressprich shall perform, observe and comply with the covenants, terms and conditions in the Notes and the Loan Agreement contained, to be performed, observed or complied with by and on part of Pressprich and (ii) if the Mortgagor or its successors or assigns, shall perform, observe and comply with the covenants, terms and conditions herein or in the Guaranty contained to be performed, observed or complied with by or on the part of the Mortgagor, then these presents and rights hereunder shall cease, determine and be void; otherwise to be and remain in full force and effect.

The Mortgagor shall have the right to possession, control and the use and benefit of the Mortgaged Property, subject to the terms hereof, and the Mortgagor hereby covenants and agrees with the Mortgagee, as follows:

ARTICLE ONE

Covenants and Agreements

Section 1.01 Ownership; Absence of Liens. The Mortgagor warrants that it has all requisite power and authority to mortgage its interest in the Mortgaged Property in accordance with the terms hereof, that it has good and marketable title to and legally and beneficially owns said property, free and clear of all liens, claims, encumbrances, security interests and right of others, except for (i) this Mortgage and (ii) the Leases.

The Mortgagor will at all times defend and protect the lien and/or security interest of this Mortgage upon the Mortgaged Property, including any and all substitutions, replacements, renewals and additions which become part of the Mortgaged Property, against the enforcement against the Mortgaged Property of any liens, claims, security interests, penalties and rights asserted by any and all persons whatsoever.

Section 1.02 Further Assurance. The Mortgagor will hereafter, from time to time, perform or execute and deliver or cause to be performed or executed and delivered, all such further acts, conveyances, transfers, instruments and assurances as may be reasonably appropriate for the better assuring, conveying, transferring, mortgaging, hypothecating and confirming unto the Mortgagee of all or any part of the Mortgaged Property, or for securing the rights and remedies of the Mortgagee.

Section 1.03 Recording. The Mortgagor shall at its expense promptly cause this Mortgage and any assignment hereof, and any supplement hereto to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act; and the Mortgagor shall at its expense promptly from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, record and deposit (and refile, reregister, rerecord or redeposit whenever required) any and all further instruments required by law or reasonably requested by the Mortgagee for the purpose of proper protection, to the satisfaction of counsel for the Mortgagee, of its interest in the Mortgaged Property under this Mortgage, or for the purpose of carrying out the intention of this Mortgage; and promptly after each such filing, registration, recording, depositing, refile, reregistration, rerecording or redepositing the Mortgagor will furnish or cause to be furnished to the Mortgagee certificates or other evidences thereof, in each case satisfactory to the Mortgagee.

Section 1.04 Substitutions. In the event that any of the Mortgaged Property shall be worn out, lost, destroyed or irreparably damaged from any cause whatsoever and there is substituted therefor a replacing unit or units, such unit or units shall be subject to all of the terms and conditions of this Mortgage as though part of the original Mortgaged Property hereunder. All such replacements shall be free and clear of all liens and encumbrances and shall be taken initially and shall remain in the name of the Mortgagor or such person as the Mortgagor shall direct, and the Mortgagor shall execute, acknowledge, deliver, file, register and record all such documents and do any and all such acts as may be necessary to cause such replacements to come under and be subject to this Mortgage and to protect the interest of the Mortgagee therein.

Section 1.05 Reports and Inspections. On or before June 1 in each year, commencing with the year 1978, the Mortgagor will furnish or cause to be furnished to the Mortgagee an accurate statement, signed by the President or any Vice President of the Mortgagor showing, as at the next preceding December 31, the amount, description and numbers of the Mortgaged Property then covered hereby, the amount, description and numbers of all units of the Mortgaged Property that may have been worn out, lost, destroyed or irreparably damaged, whether by accident or otherwise, during the preceding calendar year, the numbers of the units then undergoing repairs and awaiting repairs, and such other information regarding the condition and state of repair of the Mortgaged Property as the Mortgagee may reasonably request. The Mortgagor shall have the right, by its agents, but shall be under no obligation, to inspect the Mortgaged Property and the records of the Mortgagor at any reasonable times.

Section 1.06 Prohibition against Liens. The Mortgagor will pay or cause to be paid, or otherwise satisfy and discharge, any and all sums claimed by any party by, through or under the Mortgagor or its successors or assigns which, if unpaid, might become a lien or a charge upon the Mortgaged Property, or any part thereof, equal or superior to the title or claim of the Mortgagor thereto, but shall not be required to pay or discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not, in the opinion of the Mortgagee, adversely affect the property or rights of the Mortgagee hereunder.

Section 1.07 Certain Indemnities and Warranties. The Mortgagor agrees to indemnify and save harmless the Mortgagee from and against all losses, damages, injuries, liabilities, claims, suits, judgments, costs, expenses and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, excluding counsel fees, arising out of the security interest of the Mortgagee in the Mortgaged Property, or out of the use and operation of the Mortgaged Property by any other person. In the event the Mortgagor is required to indemnify the Mortgagee under this Section 1.07, the Mortgagor shall pay the Mortgagee an amount which, after deduction of all taxes required to be paid by the Mortgagee in respect of the receipt thereof under the laws of the United States or of any state or of any political subdivision thereof (after giving credit for any savings in respect of any such taxes by reason of deductions, credits or allowances in respect of the payment

of the expense indemnified against and of any other such taxes), shall be equal to the amount of such required indemnity. This covenant of indemnity shall continue in full force and effect notwithstanding the full payment of the Notes, or the termination of the Guaranty or this Mortgage in any manner whatsoever.

Section 1.08 Action by Mortgagee. If the Mortgagor shall fail to perform any of its covenants contained in this Mortgage, the Mortgagee may, but shall not be obligated to, take whatever action it deems necessary to make good such failure and should any such action by the Mortgagee require the expenditure of moneys, then the amount thereof shall be added to the indebtedness secured hereby and shall be and become forthwith due and payable by the Mortgagor.

Section 1.09 Taxes. All payments to be made by the Mortgagor hereunder will be free of expense to the Mortgagee for collection or other charges and will be free of expense to the Mortgagee with respect to the amount of any local, state, or federal taxes (other than any federal income tax payable by the Mortgagee in consequence of the receipt of payments provided herein or in the Leases and other than state or city income taxes or franchise taxes measured by net income based on such receipts), assessments or licenses (and any charges, fines or penalties in connection therewith) hereafter levied or imposed upon or in connection with or measured by, this Chattel Mortgage, all of which expenses, taxes, assessments, licenses, charges, fines and penalties the Mortgagor assumes and agrees to pay on demand in addition to the payments to be made by it provided herein; provided, however, that the Mortgagor shall be under no obligation to pay any taxes, assessments, licenses, charges, fines or penalties of any kind (hereinafter called "impositions") so long as it is contesting in good faith and by appropriate legal proceedings such impositions and the non-payment thereof does not, in the opinion of the Mortgagee, adversely affect the property or rights of the Mortgagee hereunder or under the Leases. If any impositions shall have been charged or levied against the Mortgagee directly and paid by the Mortgagor, the Mortgagee shall reimburse the Mortgagor on presentation of invoice therefor.

In the event that, during the continuance of this Chattel Mortgage, the Mortgagor becomes liable for the payment or reimbursement of any impositions, pursuant to this Section 1.09, such liability shall continue, notwithstanding the expiration of this Chattel Mortgage, until all such impositions are paid or reimbursed by the Mortgagor.

ARTICLE TWO

Events of Default and Remedies of Mortgagee

Section 2.01 Rights Upon Default. The Mortgagor agrees, to the full extent that it lawfully may, that in case the Mortgagor fails to perform any obligation on its part to be performed under the Guaranty (herein called an "Event of Default") and such Event of Default is continuing, then, and in every such case, the Mortgagee shall have the right at its option to exercise any or all of the following rights and remedies at the same or different times:

(a) Take or cause to be taken by its agent or agents immediate possession of the Mortgaged Property, or any part thereof, and to remove the same from possession and use of the Mortgagor, and to exclude the Mortgagor, its successors, or assigns, or its or their agents, wholly therefrom, and thereafter to hold, store and/or use, operate, manage and control the same. Upon every such taking of possession the Mortgagee shall have the right to manage and control the Mortgaged Property (including the Leases) and to carry on the business and to exercise all rights and powers of the Mortgagor in respect thereof as the Mortgagee may deem best, including (without limitation) the right to enter into any and all such agreements with respect to the leasing or operation of the Mortgaged Property or any part thereof as the Mortgagee may see fit; and the Mortgagee shall be entitled to collect and receive all rents, issues, profits, revenues and other income from the same and every part thereof. At the Mortgagee's election, such rents, issues, profits, revenues and other income shall be applied to pay the expenses of holding and operating the Mortgaged Property and of conducting the business thereof, and all maintenance, repairs, replacements, alterations, additions and improvements and to make all payments which the Mortgagee may be required to make or may elect to make (if any) for taxes, assessments, insurance and other proper charges upon the Mortgaged Property or any part thereof, and all other payments which the Mortgagee may be required to or authorized to make under any provision of this Mortgage. The remainder of such rents, issues, profit, revenues and other income shall be applied only in accordance with Section 2.03 of this Mortgage.

(b) To sell at public auction at one or more sales any of the Mortgaged Property, and to conduct such sale or sales, unless otherwise provided by law, at such place or places, at such time or times, and in such manner and under such conditions as the Mortgagee may deem advisable, with or without the presence of the Mortgaged Property, it being agreed that the title and right of possession of the Mortgaged Property shall pass to the purchaser at such sale as completely as if the property had been actually present and delivered at such sale; and to purchase any of the Mortgaged Property at such sale, and to be entitled to credit on any bid up to an amount equal to the sums due on the Note, it being agreed that notice of any such sale may be in such form as the Mortgagee deems sufficient and may be given to the Mortgagor by letter mailed at least ten days prior thereto.

(c) To proceed by suit or suits in equity, or by action or actions at law, for the specific performance of any covenant or agreement herein or in the Guaranty contained, or in aid of the execution of any power herein granted, or for foreclosure hereunder, or for the sale of any or all of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver or receivers pending any foreclosure hereunder or for the enforcement of any other appropriate legal or equitable remedy.

Section 2.02 Divestment of Title Upon Sale. Any sale or sales of the Mortgaged Property whether under the power of sale herein conferred or under judicial proceeding, shall operate to divest all right, title and interest whatsoever of the Mortgagor, its successors and assigns, with respect to the property sold, either at law or in equity, and the Mortgagor authorizes the Mortgagee, or the person conducting such sale, to execute and deliver any and all proper conveyances, instruments and transfers of property so sold, either in the name and on behalf of the Mortgagor, its successors or assigns, or otherwise.

Section 2.03 Application of Proceeds. (1) If, in the case of the occurrence and continuance of any Event of Default, the Mortgagee shall exercise any of the powers conferred upon it by this Article Two, all payments made by the Mortgagor to the Mortgagee hereunder, the proceeds of every sale by the Mortgagee hereunder of any of the Mortgaged Property and, the proceeds of any judgment collected from the Mortgagor together with any other sums which may be held by the Mortgagee under any of the provisions hereof, shall be applied by the Mortgagee to the payment, in the following

order of priority, (a) of proper charges, expenses or advances theretofore made or incurred by the Mortgagee in accordance with the provisions hereof, (b) of the interest accrued and unpaid on the Note and (c) of the unpaid principal amount of the Note.

(2) After all such payments shall have been made in full, the title to any of the Mortgaged Property remaining unsold shall be conveyed by the Mortgagee to the Mortgagor free from any further liabilities or obligations to the Mortgagee hereunder. If, after applying as aforesaid the sums of money realized by the Mortgagee there shall remain a surplus in the possession of the Mortgagee, such surplus shall be paid to the Mortgagor.

Section 2.04 Delivery of Mortgaged Property. In case the Mortgagee shall rightfully demand possession of the Mortgaged Property pursuant to paragraph (a) of Section 2.01 hereof and shall reasonably designate a point or points upon the lines of any railroad for the delivery of the Mortgaged Property to the Mortgagee, the Mortgagor shall, without expense to the Mortgagee, forthwith and in the usual manner, cause the Mortgaged Property to be moved to such point or points as shall be designated by the Mortgagee and shall deliver the Mortgaged Property or cause it to be delivered to the Mortgagee. The agreement to deliver the Mortgaged Property as provided herein is of the essence hereof, and upon application to any court of equity having jurisdiction in the premises, the Mortgagee shall be entitled to a decree against the Mortgagor requiring specific performance hereof. The Mortgagor hereby expressly waives any and all claims against the Mortgagee and its agent or agents for damages of whatever nature in connection with any retaking of any unit of the Mortgaged Property in any reasonable manner.

Section 2.05 Deficiency. If, after applying all sums of money realized by the Mortgagee under the remedies herein provided, there shall remain any amount due to it, the Mortgagor shall pay the amount of such deficiency to the Mortgagee upon demand, and, if the Mortgagor shall fail to pay such deficiency, the Mortgagee may bring suit therefor and shall be entitled to recover a judgment therefor against the Mortgagor. If, after applying as aforesaid all sums realized by the Mortgagee there shall remain a surplus in the possession of the Mortgagee, such surplus shall be paid to the Mortgagor.

Section 2.06 Expenses of Enforcement. The Mortgagor will pay all reasonable expenses, including attorneys' fees, incurred by the Mortgagee in enforcing its remedies under the terms of this Mortgage. In the event that the Mortgagee shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Mortgagee may recover reasonable expenses, including attorneys' fees, and the amount thereof shall be included in such judgment.

ARTICLE THREE

Right of Possession and Defeasance.

Section 3.01 Possession and Use. So long as no Event of Default shall occur and be continuing, the Mortgagor shall be entitled to the possession of the Mortgaged Property and the use thereof as herein provided, but only upon and subject to all the terms and conditions of this Mortgage.

Section 3.02 Defeasance. Upon payment in full of the principal of and interest on the Notes and all other amounts required to be paid by the Mortgagor pursuant hereto and to the Guaranty and by Pressprich pursuant to the Loan Agreement, the Mortgagee, upon the request of and at the expense of the Mortgagor, shall execute and deliver such instrument or instruments as shall be necessary to release and discharge the lien hereof.

ARTICLE FOUR

Subordination

Section 4.01 Subordination of Guaranty and Mortgage.

Notwithstanding anything contained herein or in the Guaranty to the contrary, the Mortgagor and Mortgagee agree, and each subsequent holder of the Note by its acceptance thereof

likewise agrees, that the payment of any amount under the Guaranty or the Mortgage shall be subordinate and subject in right of payment to the prior payment of the promissory note of the Mortgagor to the State of Wisconsin in the amount of \$110,627.62, as the same may be reduced from time to time by payment by the Mortgagor of any portion of the principal amount thereof (the "Senior Debt").

Section 4.02 Subrogation. Upon payment in full of all Senior Debt, the Mortgagee shall be subrogated to the rights of the holders of Senior Debt to receive payments and distributions in respect of Senior Debt until the Notes shall have been paid in full.

ARTICLE FIVE

Miscellaneous

Section 5.01 Successors and Assigns. All the conveyances, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Mortgagor shall bind its successors and assigns, whether so expressed or not.

Section 5.02 Assignments. All or any of the rights of the Mortgagee hereunder may be assigned by the Mortgagee and reassigned by any assignee at any time or from time to time.

Section 5.03 Notices. All notices, certificates, designations or determinations herein provided for shall be deemed to have been given or made when deposited in the mails (postage prepaid) or delivered to a telegraph or cable company, and addressed as provided in the first paragraph of this Mortgage.

Section 5.04 Certain Applicable Laws. Any provision hereof prohibited or unenforceable under the applicable law of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Mortgage, and any such prohibition or unenforceability

in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the Mortgagor to the full extent permitted by law, to the end that this Mortgage shall be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Section 5.05 Section Headings. All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Mortgage.

Section 5.06 Law Governing. This Mortgage and all rights and obligations hereunder shall be governed by and construed in accordance with the law of the State of New York; provided, however, that any remedies herein provided which shall be valid under the law of the jurisdiction where proceedings for the enforcement hereof shall be taken shall not be affected by any invalidity thereof under the law of the State of New York; and provided, further, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

Section 5.07 Modification. No variation of this Mortgage and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of the Mortgagee and the Mortgagor.

Section 5.08 Execution. This Mortgage may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Mortgage is dated for convenience as of June 1, 1977, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments annexed hereto.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused this Mortgage to be executed in their respective names and their corporate seals to be affixed hereunto and attested, all as of the day, month and year first above written.

Attest:



Stephen G. Cox
Assistant Secretary

STUPAL RACK & CAR CORPORATION

By [Signature]
Vice President

Attest:

[Signature]
Assistant Secretary
Vice President

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION)

By [Signature]
Vice President

- Schedule 1 - Railroad Equipment
- Schedule 2 - Loan Agreement
- Schedule 3 - Guaranty

1. Quantity: 80
2. Type: Flat Cars
3. Car Numbers: 7541 through 7542, inclusive,
7544 through 7561, inclusive,
7563 through 7566, inclusive,
7568 through 7587, inclusive,
7590 through 7594, inclusive,
7596 through 7599, inclusive,
7601 through 7609, inclusive,
7611 through 7617, inclusive,
7619 through 7622, inclusive,
7624,
7626 through 7627, inclusive,
7629, and
7997 through 7999, inclusive.

LOAN AGREEMENT

AGREEMENT, dated as of June 1, 1977, between THE PRESSERICH CORPORATION, a New York corporation, (hereinafter called the "Company"), and THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION) (hereinafter called the "Bank").

W I T N E S S E T H :

1. REPRESENTATIONS AND WARRANTIES. The Company represents and warrants that:

A. Corporate Existence and Power. The Company is a corporation duly incorporated and validly existing under the laws of the State of New York, and has corporate power to make this Agreement and to borrow hereunder. The Company is duly licensed or qualified as a foreign corporation in all states wherein the character of the property owned or the nature of the business transacted by it makes licensing or qualification as a foreign corporation necessary. The Company conducts its securities and kindred businesses through its subsidiary companies, of which, at the date hereof, the existing ones are R.W. Pressprich & Co. Incorporated, a member organization of the New York Stock Exchange, Inc. and other exchanges, and its subsidiary ETP Corporation, Inc., Pressprich Government Securities Corporation, Cralten Rack & Car Corporation, Stupal Rack & Car

Corporation, Verden Rack & Car Corporation, R.W. Pressprich & Co. Overseas, Ltd. and Presspac Securities Company, Inc.

B. Corporate Authority. The making and performance by the Company of this Agreement and the Pledge Agreement attached hereto as Exhibit A have been duly authorized by all necessary corporate action on the part of the Company and will not violate any provision of law or of its Certificate of Incorporation or By-Laws or result in a breach of, or constitute a default under, any indenture or bank loan or credit agreement to which the Company or any of its subsidiaries is a party or by which the Company or its property may be bound.

C. Financial Condition. The unaudited consolidated statement of financial condition of the Company and its subsidiaries as at February 25, 1977 (except R.W. Pressprich & Co. Incorporated and BPT Corporation, Inc. whose statements are audited) and the unaudited statement of consolidated income of the Company and its subsidiaries, for the fiscal year ending on said date, heretofore furnished to the Bank, are complete (except for the exclusion of notes thereto) and correct and fairly present the consolidated financial condition of the Company and its subsidiaries as of such date and the consolidated results of its operations for a period ending on said date. The Company has no direct or contingent liabilities or unusual forward or long term commitments not disclosed by said financial statements or otherwise disclosed to the Bank by the Company in writing. Since February 25, 1977 there has been no

material adverse change in the financial condition of the Company or its subsidiaries other than as disclosed in writing to the Bank.

D. Litigation. Except as set forth in Exhibit B hereto, there are no suits or proceedings pending or, to the knowledge of the Company, threatened against or affecting the Company which, if adversely determined, would have a material adverse effect on the financial condition or business of the Company. Except as set forth on Exhibit B hereto, there are no proceedings by or before any governmental commission, bureau, board or other administrative agency pending, or to the knowledge of the Company, threatened against the Company which, if adversely determined, would have a material adverse effect on the financial condition or business of the Company.

E. Employee Retirement Income Security Act. Neither the Company nor any of its subsidiaries maintains a plan subject to the provisions of the Employee Retirement Income Security Act of 1974.

2. AMOUNT OF THE LOAN. The Bank agrees, on the terms of this Agreement, to lend to the Company, and the Company agrees to borrow from the Bank, on the date of this Agreement, the amount of THREE MILLION SEVEN HUNDRED TEN THOUSAND DOLLARS (\$3,710,000).

3. TERMS OF THE LOAN.

A. The Note. The loan shall be evidenced by a promissory note of the Company (hereinafter called the "Note"), in substantially the form of Exhibit C hereto, dated the date of the loan, payable to the order of the Bank in thirty-five (35) consecutive monthly installments, each in the amount of Ten Thousand Dollars (\$10,000), payable on the first day of each month, beginning July 1, 1977 to and including May 1, 1980 and a final payment of the unpaid balance on June 1, 1980. The Note shall bear interest on the unpaid principal balance thereof at a rate per annum which shall be equal to the prime commercial rate of the Bank in effect from time to time (any change in interest resulting from a change in the prime commercial rate to be effective as of the business day of such change in the prime commercial rate) payable monthly on the first day of each month beginning July 1, 1977. The Note shall be delivered to the Bank in exchange for the cancellation and surrender to the Company of the Company's collateral note due June 1, 1977, now outstanding in the principal amount of \$2,710,000, and the Company's second collateral note due June 1, 1977, now outstanding in the principal amount of \$1,000,000.

B. Voluntary Prepayments of Note. The Company shall have the right at any time to prepay the Note in whole, and from time to time to prepay the Note in part, provided:

(i) each prepayment shall be in the amount of Ten Thousand Dollars (\$10,000) or a multiple thereof and shall be applied to the then last maturing installment or installments of principal of the Note; and

(ii) on each such prepayment the Company shall pay accrued interest on the principal so prepaid to the date of such prepayment.

C. Mandatory Prepayments of the Note. In addition to the fixed installment payments of principal, the Company shall pay to the Bank such amounts as it may receive in dividends from its wholly-owned subsidiary corporations Stupal Rack & Car Corporation, Craiten Rack & Car Corporation and Verden Rack & Car Corporation based on lease payments received by the aforementioned subsidiary corporations as follows:

(i) on January 1, 1978 and quarterly thereafter, an amount equal to a percent, to be determined by agreement between the Bank and the Company, of the net lease rentals generated by the lease of railroad rolling stock owned by Stupal Rack & Car Corporation, Craiten Rack & Car Corporation and Verden Rack & Car Corporation during the preceding fiscal quarter. Net lease rentals shall mean lease payments received by the aforementioned subsidiaries less (a) insurance premiums paid on the rolling

stock; (b) principal payments made to the State of Wisconsin pursuant to agreements between the State of Wisconsin and the aforementioned subsidiaries; (c) the fees and expenses paid to any broker or agent in connection with the leasing of such rolling stock; (d) all taxes incurred relating to the ownership of such rolling stock; (e) all expenses incurred in connection with the administration of or compliance with any pledge or security agreement relating to such rolling stock; and (f) all expenses reasonably related to the ownership or leasing of such rolling stock; and

(ii) on June 1 of each of the years 1979 and 1980, an amount equal to 20% of the amount, if any, by which the consolidated net income (exclusive of unrealized appreciation or depreciation in the value of investment securities) of the Company and its subsidiaries (other than Stupal Rack & Car Corporation, Cralten Rack & Car Corporation, and Verden Rack & Car Corporation) exceeds Two Million Dollars (\$2,000,000 for the preceding fiscal year; and

(iii) within sixty (60) days following the end of each fiscal quarter, beginning with the fiscal quarter ending August 26, 1977, an amount equal to the percentages set forth below of the consolidated net income, if any, (exclusive of unrealized appreciation or depreciation in the value of investment securities) of the Company and its subsidiaries (other than Stupal Rack & Car Corporation,

Cralten Rack & Car Corporation, and Verden Rack & Car Corporation) for the preceding fiscal quarter (cumulatively, as hereinafter indicated). If during any such quarter the Company shall sustain a net loss (determined on the same basis as net income), the amount of such net loss shall for the purposes of this subparagraph (iii) be subtracted from net income for the next succeeding fiscal quarter or quarters during which the Company shall have net income until the amount of such net loss for such period shall have been entirely absorbed, and only any resulting amount shall be deemed to be net income. The percentages referred to in the first sentence of this subparagraph (iii) are as follows:

<u>On the portion of cumulative net income</u>		<u>the percentage so to be paid is</u>	<u>and the payments would be</u>	
<u>over</u>	and <u>under</u>		<u>separate</u>	<u>cumulative</u>
\$ -0-	\$ 250,000	10%	\$ 25,000	\$ -0-
250,000	500,000	20%	50,000	75,000
500,000	750,000	30%	75,000	150,000
750,000	1,000,000	40%	100,000	250,000
1,000,000	1,250,000	45%	112,500	362,500
1,250,000	1,500,000	50%	125,000	487,500
1,500,000	1,750,000	55%	137,500	625,000
1,750,000	2,000,000	60%	150,000	775,000
2,000,000	2,250,000	65%	162,500	937,500
2,250,000	2,500,000	70%	175,000	1,112,500
2,500,000	2,750,000	75%	187,500	1,300,000
2,750,000	3,000,000	75%	187,500	1,487,500
3,000,000	3,250,000	75%	187,500	1,675,000
3,250,000	3,500,000	75%	187,500	1,862,500
3,500,000	3,750,000	75%	187,500	2,050,000
3,750,000	4,000,000	75%	187,500	2,237,500
Balance	--	--	12,500	2,250,000

Any payment received by the Bank pursuant to the foregoing subparagraphs (i), (ii) and (iii) shall be applied to the last maturing installment or installments of the Note.

4. CONDITIONS OF LENDING. The obligation of the Bank to make the loan to be made by it hereunder is subject to the following conditions precedent:

A. Approval of Bank Counsel. All legal matters incident to the transactions contemplated by this Agreement shall be satisfactory to the Bank and its counsel.

B. Opinion of Company Counsel. The Bank shall have received from counsel for the Company a written opinion, satisfactory to the Bank and its counsel in form and substance, with reference to the matters stated in paragraphs 1A and 1B, and to the further effect:

(i) that the making and performance by the Company of this Agreement, have been duly authorized by all necessary corporate action and this Agreement upon execution and delivery will constitute a legal, valid and binding obligation of the Company; and

(ii) that the Note has been duly authorized and, when executed and delivered to evidence the loan under this Agreement will constitute a legal, valid and binding obligation of the Company; and

(iii) all necessary corporate action to the pledge of the shares referred to at Section 4G has been taken and that upon execution and delivery the Pledge Agreement will constitute a legal, valid and binding obligation of the Company; and

(iv) that no authorization, consent or approval of any governmental body or regulatory authority is or will be required in connection with the making and performance of this Agreement and the execution and delivery of the Note.

C. Proof of Corporate Action. The Bank shall have received certified copies of all corporate action taken by the Company and its subsidiaries, as necessary, to authorize the execution and delivery of this Agreement and the Note, and such other papers as the Bank or its counsel shall reasonably require.

D. Guaranties. The Bank shall have received the guaranties of Stupal Rack & Car Corporation, Cralten Rack & Car Corporation and Verden Rack & Car Corporation (hereinafter sometimes referred to as Guarantors) in form set forth at Exhibit D; together with the stockholder's consent to the execution of the guaranties.

E. Security Agreements. The Bank shall have received security agreements executed by Stupal Rack & Car Corporation, Cralten Rack & Car Corporation and Verden Rack & Car Corporation in the form set forth in Exhibit E; together with the necessary stockholder's consent to the execution of such security agreements.

F. Regulation U. The Bank shall have received a statement on Federal Reserve Form U-1 properly completed and executed by the Company evidencing that no part of the proceeds of the loan hereunder will be used to purchase or carry margin stock within the meaning of Regulation U. No part of the proceeds of the loan hereunder will be used for any purpose which violates or which is inconsistent with the provisions of Regulation T, U, or X of the Federal Reserve Board.

G. Pledge. The Bank shall have received one hundred sixty thousand (160,000) shares of The F & M Schaefer Corporation common stock owned by the Company duly pledged to the Bank by execution of the Pledge Agreement set forth at Exhibit A.

5. AFFIRMATIVE COVENANTS. The Company agrees that until payment in full of the Note, unless the Bank shall otherwise consent in writing, it will and will cause each of its subsidiaries to:

A. Financial Statements. Furnish the Bank audited statements of the Company and those of its subsidiaries which

are audited, and unaudited statements of those companies that are unaudited:

(i) within 120 days after the end of each fiscal year of the Company audited or unaudited consolidated and consolidating statements of financial condition as per the conditions hereinabove contained of the Company and its subsidiaries as at the close of such fiscal year, and audited or unaudited statements of consolidated and consolidating income of the Company and its subsidiaries for such year, certified (if audited by independent public accountants and if unaudited certified by the chief financial officer of the Company); and

(ii) within 60 days after the close of the first, second and third quarters of each fiscal year unaudited consolidated and consolidating statements of financial condition of the Company and its subsidiaries as at the close of such quarter and unaudited statements of consolidated and consolidating income of the Company and its subsidiaries for such period, each certified by the Company's chief financial officer; and

(iii) copies of each "Financial and Operational Combined Uniform Single Report" ("Focus") or similar

regulatory report as submitted to the New York Stock Exchange by R.W. Pressprich & Co. Incorporated; and

(iv) annually a copy of the audited consolidated statement of financial condition of R.W. Pressprich & Co. Incorporated and its subsidiary, BPT Corporation, Inc.; and

(v) copies of reports forwarded by the Company or any of its subsidiaries to any governmental or administrative bodies; and

(vi) from time to time such further information concerning the business affairs and financial condition of the Company and any of its subsidiaries as the Bank may reasonably request.

B. Payment of Taxes. Pay and discharge all taxes, assessments, and governmental charges or levies in excess of \$10,000 imposed upon it or upon any property belonging to it, or its subsidiaries (including but not limited to the railroad rolling stock which is pledged as collateral security for the guaranties referred to in Section 4D) prior to the date on which penalties attach thereto and all lawful claims in excess of \$10,000 which, if unpaid, might become a lien or charge upon the property of the Company or such subsidiary, provided that

neither the Company nor any such subsidiary shall be required to pay any such tax, assessment, charge, levy or claim the payment of which is being contested in good faith and by proper proceedings.

C. Maintenance of Properties. Keep all of its (and its subsidiaries) properties useful or necessary in its business in good working order and condition.

D. Notice of Litigation. Promptly give notice in writing to the Bank of the commencement of any litigation or any proceedings before any governmental regulatory agency against the Company or its subsidiaries.

E. Insurance. Set forth on Exhibit F hereto is a list of the Company's and its subsidiaries' insurance in effect as of June 1, 1977. The Company and its subsidiaries shall maintain insurance (to the extent available) with responsible companies in amounts and against such risks as is usually carried by owners of similar businesses and properties in the same general area in which the Company or its subsidiaries operate.

F. Compliance with Laws, Regulations. Comply with all applicable laws, rules, regulations and orders, including without limitation, Securities Exchange Act of 1934, Employee Retirement Income Security Act and Securities Investor Protection Act of 1970.

G. Aggregate Indebtedness of R.W. Pressprich & Co., Inc. To comply with the net capital requirements set forth in Securities Exchange Act Rule 15c 3-1 of the Securities and Exchange Commission or any successor or alternative rule.

H. Description of Notes. Cause the indebtedness incurred under this Agreement to be designated "Senior Secured Indebtedness" on all financial statements and other reports and records of the Company.

6. NEGATIVE COVENANTS. The Company agrees that until payment in full of the Note, unless the Bank shall otherwise agree in writing, it will not nor will it permit any subsidiary to:

A. Limitation on Liens. Create or suffer to exist any security interest, mortgage, pledge, lien, charge, encumbrance upon any of its, or its subsidiaries' property or assets now owned or hereafter acquired, excluding, however, from the operation of this covenant:

(i) deposits or pledges to secure payment of workmen's compensation, unemployment insurance, old age pensions or other social security;

(ii) deposits or pledges to secure performance of bids, tenders, contracts (other than contracts for the payment of money), or leases, public or statutory obligations, surety or appeal bonds, or other deposits or pledges for

purposes of like general nature in the ordinary course of business;

(iii) liens for property taxes not delinquent and liens for taxes which are in good faith being contested or litigated;

;

(iv) mechanics', carriers', workmen's, repairmen's or other like liens arising in the ordinary course of business securing obligations which are not overdue for a period of 60 days, or which are in good faith being contested or litigated;

(v) encumbrances granted by R.W. Pressprich & Co. Incorporated or Pressprich Government Securities Corporation in securities to secure borrowings incurred in the normal course of business;

(vi) purchase money mortgages in an aggregate amount not greater than \$10,000 , or other liens on property acquired or held by the Company or any of its subsidiaries to secure the purchase price of such property or to secure indebtedness incurred solely for the purpose of financing the acquisition of any such property to be subject to such mortgage or lien, or mortgages or other liens existing on any such property at the time of acquisition;

(vii) liens, charges and encumbrances existing on the date hereof; and

(viii) the prior interest of the State of Wisconsin, if any, existing on the date of this Agreement, in and to the railroad rolling stock referred to in Section 3C(i) above.

B. Limitation on Indebtedness. Except for indebtedness existing on the date hereof, create or incur any indebtedness direct or contingent or issue or sell any obligations of the Company or any subsidiary, excluding, however, from the operation of this covenant:

(i) the loan hereunder;

(ii) indebtedness of R.W. Pressprich & Co. Incorporated or Pressprich Government Securities Corporation incurred in the normal course of business;

(iii) obligations of the Company for the payment of rent or hire of real and personal property under lease agreements which would cause the liability of the Company and its subsidiaries to exceed in the aggregate \$500,000 per annum or \$1,500,000 during the term of this Agreement;

(iv) unsecured indebtedness of the Company and its subsidiaries (other than R.W. Pressprich & Co. Incorporated or Pressprich Government Securities Corporation) incurred in the normal course of business not exceeding at any one time \$500,000, except with the written consent of the Bank, and further excepting Cralten Rack & Car Corporation, Verden Rack & Car Corporation and Stupal Rack & Car Corporation in which no additional indebtedness may be incurred without the prior written consent of the Bank; and

(v) the issuance or sale of obligations of the Company or any of its subsidiaries pursuant to the terms of shareholders' agreements.

C. Contingent Liabilities. Assume, guarantee, indorse or otherwise become liable upon the obligation of any person, firm or corporation, except by the indorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business, and, further, guarantee of the indebtedness of Pressprich Government Securities Corporation up to a maximum of \$1,500,000 in the aggregate at any one time outstanding.

D. Merger or Consolidation. Merge into or consolidate with or into any corporation or permit any corporation (other than a subsidiary) to merge into it. For the purposes of this

paragraph, the acquisition by the Company of all or substantially all of the assets, together with the assumption by the Company of all or substantially all of the liabilities, of any corporation (other than a subsidiary) shall be deemed to be a consolidation of such corporation with the Company.

E. Dividends. Declare or pay any dividend (other than a dividend payable in its stock), or make any other distribution of any kind on any of its capital stock whether now or hereafter outstanding.

F. Loans, Advances and Investments. Make loans or advances to any individual, firm or corporation, except loans and advances to R.W. Pressprich & Co. Incorporated, or Pressprich Government Securities Corporation, or make investments in any individual, firm or corporation in an amount greater than \$100,000, excluding, however, from the operation of this covenant: (i) investments in direct obligations of the United States of America, and (ii) loans, advances or investments by R.W. Pressprich & Co. Incorporated or Pressprich Government Securities Corporation in the normal course of business.

G. Sale of Stock of Company. Sell, transfer or make any commitment to sell or transfer or in any other manner to dispose of 50% or more of the Company's capital stock in the aggregate, or 50% or more of the voting stock of any subsidiary, whether now or hereafter outstanding, unless a certain agreed upon percentage of the proceeds of such sale shall be paid to the Bank as a prepayment of the Note.

H. Prepayment of Indebtedness. The Company will not without your written consent make any payment of principal of, or return of collateral pledged with respect to, any claim of any creditor of the Company based on a borrowing of cash or property by the Company heretofore or hereafter used by the Company or a subsidiary for capital purposes, nor will the Company make any payment in connection with the redemption, retirement or repurchase of any share of its capital stock or the presently outstanding capital stock of any existing subsidiary. The purchase for a nominal consideration of any of the Company's outstanding preferred stock or any of its common stock pursuant to the Agreement dated as of March 1, 1976, as amended from time to time, between the Company and the holders of its voting stock or of the qualifying shares of directors of the Company or any subsidiary shall not be deemed to be prohibited by the foregoing sentence. Any claim evidenced by any subordinated debentures of the Company issued in connection with the redemption, retirement or repurchase of the Company's stock of any class shall be deemed to have been based on borrowings by the Company used for capital purposes.

I. Retain Ownership of Subsidiaries. Except for a fair consideration, arrived at in an arm's length transaction, issue shares of stock of any class of such subsidiary to any person except the Company, nor sell, transfer or otherwise

dispose of any shares of stock or any indebtedness of any such subsidiary or permit any such subsidiary to sell, transfer or otherwise dispose of any shares of stock or any indebtedness.

J. Change in Character or Business of the Company or its Subsidiaries. Without the previous written consent of the Bank permit any material change to be made in the character or business of the Company or any of its subsidiaries.

7. EVENTS OF DEFAULT. If any one of the following "events of default" shall occur and shall not have been remedied or waived by the Bank:

A. Any representation or warranty made by the Company herein shall prove to have been incorrect in any material respect when made; or

B. Default by the Company in the performance of any agreement contained herein which shall remain unremedied for ten (10) days after written notice thereof shall have been given to the Company by the Bank; or

C. Default in the payment when due of principal or interest on the Note for five (5) days; or

D. Default by the Company or any of its subsidiaries in the payment when due of any indebtedness of the Company or its subsidiaries for borrowed money if the holder of such

indebtedness accelerates the maturity of the debt; or

E. Either the Company or any of its subsidiaries shall:

(i) apply for or consent to the appointment of a receiver, trustee or liquidator of the Company,

(ii) be unable, or admit in writing its inability to pay its debts as they mature,

(iii) make a general assignment for the benefit of creditors,

(iv) be adjudicated a bankrupt or insolvent, or

(v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against such Company or such subsidiary in any bankruptcy, reorganization or insolvency proceedings, or corporate action shall be taken by the Company for the purpose of effecting any of the foregoing; or

F. An order, judgment or decree shall be entered, without the application, approval or consent of either the Company or any of its subsidiaries by any court of competent jurisdiction, approving a petition seeking reorganization of

such Company or such subsidiary or appointing a receiver, trustee or liquidator of such Company or such subsidiaries or of all or a substantial part of the assets of such Company or such subsidiary, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days; or

G. All or substantially all of the property of either the Company or its subsidiaries shall be condemned, seized or otherwise appropriated, or custody or control over such property shall be assumed by any governmental agency or any court of competent jurisdiction at the instance of any governmental agency and shall be retained for a period of sixty (60) days; or

H. A majority of the Board of Directors of the Company or of R.W. Pressprich & Co. Incorporated shall resign or fail of re-election within a period of four (4) months or less and successors satisfactory to the Bank shall not be elected or designated for election within one hundred twenty (120) days, or the chief executive officer and the majority of Executive Vice Presidents of the Company or of R.W. Pressprich & Co. Incorporated shall for any reason cease to perform their duties as such and a successor satisfactory to the Bank shall not have been designated to perform such duties within one hundred twenty (120) days; or

I. The Company and the Bank shall fail to agree by

December 30, 1977 to the percentage of net lease rentals used in the computation of mandatory prepayments under Section 3C(1);

the Bank may, by written notice to the Company, declare the principal of and interest accrued on the Note to be forthwith due and payable, whereupon the same shall become forthwith due and payable.

8. MISCELLANEOUS.

A. No Waiver; Remedies Cumulative. No failure on the part of the Bank to exercise and no delay in exercising any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

B. Survival of Representations. All representations and warranties made herein shall survive the making of the loan hereunder and delivery of the Note.

C. Construction. This Agreement and the Note shall be deemed to have been made under the laws of the State of New York, and shall be construed in accordance with the laws of said State.

D. Accounting Terms. Each accounting term not defined herein and each accounting term partly defined herein to the extent not defined, shall have the meaning given to it under generally accepted accounting principles.

E. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Company, the Bank and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

THE PRESSRICH CORPORATION

By: _____

W. A. D.
President

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION)

By: _____

C. A. Fineman
Vice President

PLEDGE AGREEMENT

PLEDGE AGREEMENT, dated June / , 1977 by and between THE PRESSPRICH CORPORATION (the "Pledgor"), and THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION) (the "Bank").

In order to induce the Bank to make a loan to the Pledgor pursuant to a Loan Agreement dated June / , 1977, (the "Agreement"), evidenced by a promissory note (the "Note") of the Pledgor payable to the Bank, the Pledgor hereby pledges to the Bank and grants to the Bank a security interest in the one hundred sixty thousand (160,000) shares of Common Stock of The F & M Schaefer Corporation as collateral security for the due and punctual payment of the Note in accordance with its terms and the performance by Pledgor of its obligations under the Agreement. Such securities and any substitutions therefor and any additions thereto are hereinafter collectively called the "Pledged Stock".

The Pledgor hereby represents that all of the Pledged Stock is owned by the Pledgor free and clear of all liens, encumbrances and restrictions of any nature and the Pledgor has full right to make the pledge provided for herein.

The Bank may transfer into its name or the name of its nominee any of the Pledged Stock.

Unless the Pledgor shall have defaulted in payment of any installment of principal or interest on the Note when the same shall

2.

become due whether by acceleration or otherwise, the Pledgor shall have the right to exercise all voting powers pertaining to Pledged Stock and to receive and retain cash dividends paid out of current earnings.

After any default under the Note or the Agreement has occurred, and so long as such default continues, the Bank shall have the right to exercise all voting powers pertaining to Pledged Stock and to collect and receive all dividends on the Pledged Stock. The Bank is specifically authorized to exercise its voting rights to vote for the sale of the assets of any corporation the stock of which is included in the Pledged Stock and to vote for the dissolution or liquidation of any such corporation.

In the event of the payment of any stock or liquidating dividends by or as a result of a consolidation, merger, increase of indebtedness or other change in the capital structure of any corporation, the securities of which are included in the Pledged Stock, the Pledgor will immediately deposit and pledge with the Bank all such dividends, stock, bonds, notes, debentures or other securities received by the Pledgor as a result thereof. All said dividends, stock, bonds, notes, debentures or other securities received by the Bank shall be held as part of the Pledged Stock.

After any default under the Note or the Agreement shall have occurred, in addition to any rights and remedies of a secured party under the Uniform Commercial Code, the Bank may, upon 10 days written notice to the Pledgor sell or cause to be sold in the Borough of Manhattan, New York City or elsewhere, in one or more sales or parcels at

such price or prices as the Bank may deem best and either for cash or on credit or for future delivery, without assumption of any credit risk, all or any of the Pledged Stock at any broker's board or at public or private sale, and the Bank may be the purchaser of any or all of the Pledged Stock sold and thereafter hold the same absolutely free from any claim or right of whatsoever kind. Notwithstanding anything to the contrary herein contained, the Pledgor may at any time prior to the sale of the Pledged Stock, in the case of a public sale, or prior to the making of a binding agreement to sell, in the case of a private sale, redeem the Pledged Stock by payment to the Bank in full of the Note plus accrued interest thereon whether or not then due.

In the event that the Bank determines that it is advisable to register under the Securities Act of 1933 and/or register or qualify under any other federal or state law any of the Pledged Stock prior to the sale thereof by the Bank, the Pledgor will use its best efforts to cause such registration and qualification to be effectively made without expense to the Bank and to continue effective for such time as may be reasonably necessary in the opinion of the Bank and will reimburse the Bank for any expenses incurred by the Bank in connection therewith.

Should the Bank determine that a private sale rather than a public sale of any of the Pledged Stock is advisable, it will be commercially reasonable if any such private sale is so arranged as to avoid a public offering even though not more than one possible purchaser is dealt with so that there is no competition in establishing a sale price and even though the sale price established may be substantially less than prices quoted for such security elsewhere whether or not on any

market or exchange. The Bank is authorized at any sale, if it deems it advisable to do so, to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing for their own account for investment and not with a view to a distribution or sale of any of the securities contained in the Pledged Stock.

The proceeds of any sale of the Pledged Collateral shall be applied by the Bank first to the payment of the costs and expenses of such sale, including reasonable counsel fees, and the balance and all other cash proceeds received by the Bank on account of the Pledged Stock shall be applied to the payment of the principal of and interest accrued on the Note and any surplus thereof remaining shall be paid to the Pledgor, the successors and assigns of the Pledgor or as a court of competent jurisdiction may direct.

No failure on the part of the Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Bank of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Any notice hereunder to the Pledgor shall be deemed given when mailed by registered mail, return receipt requested, to the Pledgor at

R.W. Pressprich & Co., Incorporated
80 Pine Street
New York, New York 10005

Attention: Mr. Nathan J. Mistretta

or at such other address as the Pledgor shall notify the Bank in writing for such purpose.

This Agreement and all rights, obligations and liabilities arising hereunder shall be construed according to the laws of the State of New York.

IN WITNESS WHEREOF, the Pledgor has executed this Agreement as of the 1st day of June, 1977.

THE PRESSPRICH CORPORATION.

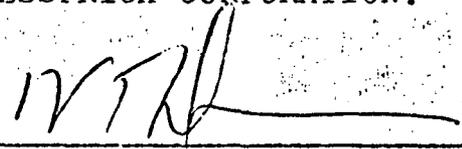
BY 

EXHIBIT B

Pending Litigation against R. W. Pressprich & Co.
Incorporated (now known as The Pressprich Corporation)

A. Pressprich is a defendant in an action brought against it by The Syndicate Building Corporation alleging non-payment of rent for space leased by Pressprich at 15 Park Row, in the Borough of Manhattan. The complaint seeks total damages of approximately \$380,000. Pressprich has denied liability and has asserted various affirmative defenses. The case is presently in the pre-trial discovery stage.

B. Pressprich is a defendant, together with a large number of other brokerage firms and others, in a class action brought by J. Kenneth Fredrickson in the United States District Court for the Northern District of Illinois. The complaint, as amended, alleges that the defendants have illegally conspired to fix the rates of commissions for over-the-counter securities transactions, in violation of the federal antitrust laws. The action is sought to be maintained as a class suit on behalf of all persons who, within the four-year period preceding the filing of the complaint, paid commissions to any securities broker for securities transactions in the over-the-counter market. The case is still in the pre-trial discovery stage, and no determination has yet been made by the Court as to whether maintainability as a class suit will be permitted.

C. The Commission on Human Rights of the City of New York (the "Commission") has filed a complaint against Pressprich alleging that Pressprich has engaged in unlawful discriminatory practices by having failed to comply with the terms of a conciliation agreement relating to the employment of minority group persons and entered into by the Commission and Pressprich on August 7, 1970. Pressprich has answered the complaint, denying that it has failed to comply in any material respects with the terms of such agreement. The Commission has found probable cause to support the allegations of the complaint, but has taken no action with respect to the matter for over two years.

D. An appraisal proceeding has been commenced against Pressprich in the Supreme Court of the State of New York, County of New York, by John Herr, in his capacity as holder of 656 shares of 4% Cumulative Preferred Stock of Pressprich, \$100 par value. Pursuant to the provisions of Section 623 of the New York Business Corporation Law, Mr. Herr, who dissented from the recapitalization of Pressprich authorized in June 1975, seeks payment by Pressprich of the fair value of his shares, together with costs and expenses of the appraisal proceeding, including reasonable compensation for expenses of the appraiser and fees and expenses of counsel

and experts employed by Mr. Herr. While an appraiser was named by the Court many months ago, Herr's counsel has not yet acted to advance the proceeding.

E. Pressprich is also a defendant in litigation arising from its participation as an underwriter in a public offering of securities of U. S. Financial Corporation, as well as in litigation arising from its participation in certain other underwritings. These litigations are being handled for Pressprich by counsel for the entire underwriting group.

EXHIBIT C

PROMISSORY NOTE

\$3,710,000.00

, 1977

THE PRESSPRICH CORPORATION, a New York corporation, for value received, hereby promises to pay to the order of THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), at the office of said Bank located at 1 Chase Manhattan Plaza, New York, New York 10015, the principal sum of THREE MILLION SEVEN HUNDRED TEN THOUSAND DOLLARS (\$3,710,000), in lawful money of the United States in thirty-five consecutive monthly installments, each in the amount of Ten Thousand Dollars (\$10,000) beginning July 1, 1977, to and including May 1, 1980 and the balance on June 1, 1980, and to pay interest on said principal sum, or the unpaid balance thereof, from the date hereof, at said office, in like money, payable monthly on said principal payment dates, at a rate per annum (computed on the basis of a year of 360 days) which shall be equal to the prime commercial rate of said bank in effect from time to time (any change in interest resulting from a change in the prime commercial rate to be effective on the business day next following such change in the prime commercial rate).

This note is the Note referred to in a certain Loan Agreement dated June , 1977, between THE PRESSPRICH CORPORATION and THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION) and is subject to the provisions thereof.

Upon the occurrence of an event of default in said Loan Agreement, the principal hereof and accrued interest hereon may be declared to be forthwith due and payable as provided in said Loan Agreement.

The Company may at its option pay all or any part of the principal of this Note before maturity and the Company may be required to make prepayments hereon as provided in said Loan Agreement.

THE PRESSPRICH CORPORATION

By: _____

EXHIBIT D

GUARANTY

WHEREAS, THE PRESSPRICH CORPORATION (hereinafter referred to as the "Borrower"), desires to obtain financial accommodation from THE CHASE MANHATTAN BANK, NA. (hereinafter referred to as the "Bank"), and

WHEREAS, STUPAL RACK & CAR CORPORATION (hereinafter referred to as the "Guarantor"), is a wholly owned subsidiary of the Borrower and expects to derive advantage from such financial accommodation,

NOW THEREFORE, for valuable considerations, the receipt whereof by the Guarantor is hereby acknowledged, and to induce the Bank to make a loan to the Borrower pursuant to the terms of a Loan Agreement dated June , 1977 between the Borrower and the Bank (herein called the "Agreement"), the Guarantor hereby unconditionally guarantees to the Bank, irrespective of the validity, regularity or enforceability of any instrument, writing or arrangement relating to any such loan or of the obligations thereunder and irrespective of any present or future law or order of any government (whether of right or in fact) or of any agency thereof purporting to reduce, amend or otherwise affect any obligation of the Borrower or to vary the terms of payment, that the Borrower will promptly perform and observe every agreement and condition in the Agreement to be performed or observed by the Borrower, that the principal of and interest on the Note evidencing the loan under the Agreement, will be promptly paid in full when due, whether at maturity or earlier by reason of acceleration or otherwise, together with any costs and expenses for which the Borrower is obligated under said Agreement and, in case of one or more extensions

of time of payment or renewals, in whole or in part, of the Agreement or obligations thereunder, that the same will be promptly paid or performed when due, according to each such extension or renewal, whether at maturity or earlier by reason of acceleration or otherwise.

The Guarantor hereby consents that from time to time, without notice to or further consent of the Guarantor, the performance or observance by the Borrower of any of said agreements or conditions may be waived or the time of performance thereof extended by the Bank, and payment of any obligation hereby guaranteed may be accelerated in accordance with any such agreement or may be extended, or the Agreement may be renewed in whole or in part or any collateral may be exchanged surrendered or otherwise dealt with as the Bank may determine, and any of the acts mentioned in the Agreement or Note thereunder or otherwise may be done, all without affecting the liability of the Guarantor hereunder. The Guarantor hereby waives presentment of any instrument, demand of payment, protest and notice of nonpayment or protest thereof or of any exchange, sale, surrender or other handling or disposition of any collateral. The Guarantor further waives any right or duty of application by the Bank as to the Borrower's property.

The Guarantor agrees that whenever at any time or from time to time it shall make any payment to the Bank hereunder on account of the Guarantor's liability hereunder, it will notify the Bank in writing that such payment is made under this Guaranty for such purpose. No payment by the Guarantor pursuant to any provision hereof shall entitle the Guarantor, by subrogation to the rights of the Bank or otherwise,

to any payment by the Borrower or out of the property of the Borrower, except after payment in full of all sums (including said costs, expenses and interest) which may be or become payable by the Borrower to the Bank at any time or from time to time.

This Guaranty shall be a continuing guaranty, and any other party liable upon or in respect of any obligation hereby guaranteed may be released without affecting the liability of the Guarantor.

The Bank may assign this instrument or any of its rights and powers hereunder, with all or any of the obligations hereby guaranteed, and, in the event of such assignment, such assignee shall have the same rights and remedies as if originally named herein in place of the Bank.

Notice of acceptance of this Guaranty or of the incurring of any and all of the obligations of the Borrower hereinbefore mentioned are hereby waived. This Guaranty and all rights, obligations and liabilities arising hereunder shall be construed according to the laws of the State of New York.

As security for its obligations hereunder, the Guarantor has executed or shall execute concurrently herewith a Security Agreement, in form and substance satisfactory to the Bank, granting a security interest to the Bank in (i) the proceeds of all leases of railroad rolling stock owned by the Guarantor and (ii) all railroad rolling stock owned by the Guarantor.

IN WITNESS WHEREOF, the Guarantor has duly executed this instrument of Guaranty by its duly authorized officers on the 1st day of June, 1977.

STUPAL RACK & CAR CORPORATION

By: Edward M. Aronson
President

EXHIBIT D

GUARANTY

WHEREAS, THE PRESSPRICH CORPORATION (hereinafter referred to as the "Borrower"), desires to obtain financial accommodation from THE CHASE MANHATTAN BANK, N.A. (hereinafter referred to as the "Bank"), and

WHEREAS, VERDEN RACK & CAR CORPORATION (hereinafter referred to as the "Guarantor"), is a wholly owned subsidiary of the Borrower and expects to derive advantage from such financial accommodation,

NOW, THEREFORE, for valuable considerations, the receipt whereof by the Guarantor is hereby acknowledged, and to induce the Bank to make a loan to the Borrower pursuant to the terms of a Loan Agreement dated June , 1977 between the Borrower and the Bank (herein called the "Agreement"), the Guarantor hereby unconditionally guarantees to the Bank, irrespective of the validity, regularity or enforceability of any instrument, writing or arrangement relating to any such loan or of the obligations thereunder and irrespective of any present or future law or order of any government (whether of right or in fact) or of any agency thereof purporting to reduce, amend or otherwise affect any obligation of the Borrower or to vary the terms of payment, that the Borrower will promptly perform and observe every agreement and condition in the Agreement to be performed or observed by the Borrower, that the principal of and interest on the Note evidencing the loan under the Agreement, will be promptly paid in full when due, whether at maturity or earlier by reason of acceleration or otherwise, together with any costs and expenses for which the Borrower is obligated under said Agreement and, in case of one or more extensions

of time of payment or renewals, in whole or in part, of the Agreement or obligations thereunder, that the same will be promptly paid or performed when due, according to each such extension or renewal, whether at maturity or earlier by reason of acceleration or otherwise.

The Guarantor hereby consents that from time to time, without notice to, or further consent of the Guarantor, the performance or observance by the Borrower of any of said agreements or conditions may be waived or the time of performance thereof extended by the Bank, and payment of any obligation hereby guaranteed may be accelerated in accordance with any such agreement or may be extended, or the Agreement may be renewed in whole or in part or any collateral may be exchanged, surrendered or otherwise dealt with as the Bank may determine, and any of the acts mentioned in the Agreement or Note thereunder or otherwise may be done, all without affecting the liability of the Guarantor hereunder. The Guarantor hereby waives presentment of any instrument, demand of payment, protest and notice of nonpayment or protest thereof or of any exchange, sale, surrender or other handling or disposition of any collateral. The Guarantor further waives any right or duty of application by the Bank as to the Borrower's property.

The Guarantor agrees that whenever at any time or from time to time it shall make any payment to the Bank hereunder on account of the Guarantor's liability hereunder, it will notify the Bank in writing that such payment is made under this Guaranty for such purpose. No payment by the Guarantor pursuant to any provision hereof shall entitle the Guarantor, by subrogation to the rights of the Bank or otherwise,

to any payment by the Borrower or out of the property of the Borrower, except after payment in full of all sums (including said costs, expenses and interest) which may be or become payable by the Borrower to the Bank at any time or from time to time.

This Guaranty shall be a continuing guaranty, and any other party liable upon or in respect of any obligation hereby guaranteed may be released without affecting the liability of the Guarantor.

The Bank may assign this instrument or any of its rights and powers hereunder, with all or any of the obligations hereby guaranteed, and, in the event of such assignment, such assignee shall have the same rights and remedies as if originally named herein in place of the Bank.

Notice of acceptance of this Guaranty or of the incurring of any and all of the obligations of the Borrower hereinbefore mentioned are hereby waived. This Guaranty and all rights, obligations and liabilities arising hereunder shall be construed according to the laws of the State of New York.

As security for its obligations hereunder, the Guarantor has executed or shall execute concurrently herewith a Security Agreement, in form and substance satisfactory to the Bank, granting a security interest to the Bank in (i) the proceeds of all leases of railroad rolling stock owned by the Guarantor and (ii) all railroad rolling stock owned by the Guarantor.

IN WITNESS WHEREOF, the Guarantor has duly executed this instrument of Guaranty by its duly authorized officers on the 15th day of June, 1977.

VERDEN RACK & CAR CORPORATION
By: Edward M. Loran
President

EXHIBIT D

GUARANTY

WHEREAS, THE PRESSPRICH CORPORATION (hereinafter referred to as the "Borrower"), desires to obtain financial accommodation from THE CHASE MANHATTAN BANK, N.A. (hereinafter referred to as the "Bank"), and

WHEREAS, CRALTEN RACK & CAR CORPORATION (hereinafter referred to as the "Guarantor"), is a wholly owned subsidiary of the Borrower and expects to derive advantage from such financial accommodation,

NOW, THEREFORE, for valuable considerations, the receipt whereof by the Guarantor is hereby acknowledged, and to induce the Bank to make a loan to the Borrower pursuant to the terms of a Loan Agreement dated June , 1977 between the Borrower and the Bank (herein called the "Agreement"), the Guarantor hereby unconditionally guarantees to the Bank, irrespective of the validity, regularity or enforceability of any instrument, writing or arrangement relating to any such loan or of the obligations thereunder and irrespective of any present or future law or order of any government (whether of right or in fact) or of any agency thereof purporting to reduce, amend or otherwise affect any obligation of the Borrower or to vary the terms of payment, that the Borrower will promptly perform and observe every agreement and condition in the Agreement to be performed or observed by the Borrower, that the principal of and interest on the Note evidencing the loan under the Agreement, will be promptly paid in full when due, whether at maturity or earlier by reason of acceleration or otherwise, together with any costs and expenses for which the Borrower is obligated under said Agreement and, in case of one or more extensions

of time of payment or renewals, in whole or in part, of the Agreement or obligations thereunder, that the same will be promptly paid or performed when due, according to each such extension or renewal, whether at maturity or earlier by reason of acceleration or otherwise.

The Guarantor hereby consents that from time to time, without notice to or further consent of the Guarantor, the performance or observance by the Borrower of any of said agreements or conditions may be waived or the time of performance thereof extended by the Bank, and payment of any obligation hereby guaranteed may be accelerated in accordance with any such agreement or may be extended, or the Agreement may be renewed in whole or in part or any collateral may be exchanged, surrendered or otherwise dealt with as the Bank may determine, and any of the acts mentioned in the Agreement or Note thereunder or otherwise may be done, all without affecting the liability of the Guarantor hereunder. The Guarantor hereby waives presentment of any instrument, demand of payment, protest and notice of nonpayment or protest thereof or of any exchange, sale, surrender or other handling or disposition of any collateral. The Guarantor further waives any right or duty of application by the Bank as to the Borrower's property.

The Guarantor agrees that whenever at any time or from time to time it shall make any payment to the Bank hereunder on account of the Guarantor's liability hereunder, it will notify the Bank in writing that such payment is made under this Guaranty for such purpose. No payment by the Guarantor pursuant to any provision hereof shall entitle the Guarantor, by subrogation to the rights of the Bank or otherwise,

to any payment by the Borrower or out of the property of the Borrower, except after payment in full of all sums (including said costs, expenses and interest) which may be or become payable by the Borrower to the Bank at any time or from time to time.

This Guaranty shall be a continuing guaranty, and any other party liable upon or in respect of any obligation hereby guaranteed may be released without affecting the liability of the Guarantor.

The Bank may assign this instrument or any of its rights and powers hereunder, with all or any of the obligations hereby guaranteed, and, in the event of such assignment, such assignee shall have the same rights and remedies as if originally named herein in place of the Bank.

Notice of acceptance of this Guaranty or of the incurring of any and all of the obligations of the Borrower hereinbefore mentioned are hereby waived. This Guaranty and all rights, obligations and liabilities arising hereunder shall be construed according to the laws of the State of New York.

As security for its obligations hereunder, the Guarantor has executed or shall execute concurrently herewith a Security Agreement, in form and substance satisfactory to the Bank, granting a security interest to the Bank in (i) the proceeds of all leases of railroad rolling stock owned by the Guarantor and (ii) all railroad rolling stock owned by the Guarantor.

IN WITNESS WHEREOF, the Guarantor has duly executed this instrument of Guaranty by its duly authorized officers on the 15th day of June, 1977.

CRALTEN RACK & CAR CORPORATION
By: Edward H. Deegan
President

GENERAL SECURITY AGREEMENT

In consideration of one or more loans, letters of credit or other financial accommodation made, issued or extended by THE CHASE MANHATTAN BANK, N.A. (hereinafter called the "Bank"), the undersigned hereby agree(s) that the Bank shall have the rights, remedies and benefits hereinafter set forth.

The term "Liabilities" shall include any and all indebtedness, obligations and liabilities of any kind of the undersigned to the Bank and also to others to the extent of their participations granted to or interests therein created or acquired for them by the Bank, now or hereafter existing, arising directly between the undersigned and the Bank or acquired outright, conditionally or as collateral security from another by the Bank, absolute or contingent, joint and/or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, direct or indirect, including, but without limiting the generality of the foregoing, indebtedness, obligations or liabilities to the Bank of the undersigned as a member of any partnership, syndicate, association or other group, and whether incurred by the undersigned as principal, surety, indorser, guarantor, accommodation party or otherwise. The term "Security" shall mean all personal property and fixtures of the undersigned, whether now or hereafter existing or now owned or hereafter acquired and wherever located, of every kind and description, tangible or intangible, including, but not limited to, the balance of every deposit account, now or hereafter existing, of the undersigned with the Bank and any other claim of the undersigned against the Bank, now or hereafter existing, and all money, goods, instruments, securities, documents, chattel paper, accounts, contract rights, general intangibles, credits, claims, demands and any other property, rights and interests of the undersigned, and shall include the proceeds, products and accessions of and to any thereof.

As security for the payments of all the Liabilities, the undersigned hereby grant(s) to the Bank a security interest in, a general lien upon and/or right of set-off of, the Security.

At any time and from time to time, upon the demand of the Bank, the undersigned will: (1) deliver and pledge to the Bank, indorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Bank may request, any and all instruments, documents and/or chattel paper as the Bank may specify in its demand; (2) give, execute, deliver, file and/or record any notice, statement, instrument, document, agreement or other papers that may be necessary or desirable, or that the Bank may request, in order to create, preserve, perfect, or validate any security interest granted pursuant hereto or to enable the Bank to exercise and enforce its rights hereunder or with respect to such security interest; (3) keep and stamp or otherwise mark any and all documents and chattel paper and its individual books and records relating to inventory, accounts and contract rights in such manner as the Bank may require; and (4) permit representatives of the Bank at any time to inspect its inventory and to inspect and make abstracts from the undersigned's books and records pertaining to inventory, accounts, contract rights, chattel paper, instruments and documents. The right is expressly granted to the Bank, at its discretion, to file one or more financing statements under the Uniform Commercial Code naming the undersigned as debtor and the Bank as secured party and indicating therein the types or describing the items of Security herein specified. Without the prior written consent of the Bank the undersigned will not file or authorize or permit to be filed in any jurisdiction any such financing or like statement in which the Bank is not named as the sole secured party. With respect to the Security, or any part thereof, which at any time shall come into the possession or custody or under the control of the Bank or any of its agents, associates or correspondents, for any purpose, the right is expressly granted to the Bank, at its discretion, to transfer to or register in the name of itself or its nominee any of the Security, and whether or not so transferred or registered, to receive the income and dividends thereon, including stock dividends and rights to subscribe, and to hold the same as a part of the Security and/or apply the same as hereinafter provided; to exchange any of the Security for other property upon the reorganization, recapitalization or other readjustment and in connection therewith to deposit any of the Security with any committee or depository upon such terms as it may determine; to vote the Security so transferred or registered and to exercise or cause its nominee to exercise all or any powers with respect thereto with the same force and effect as an absolute owner thereof; all without notice and without liability except to account for property actually received by it. The Bank shall be deemed to have possession of any of the Security in transit to or set apart for it or any of its agents, associates or correspondents.

The Bank at its discretion may, whether any of the Liabilities be due, in its name or in the name of the undersigned or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable with respect to, any of the Security, but shall be under no obligation so to do, or the Bank may extend the time of payment, arrange for payment in instalments, or otherwise modify the terms of, or release, any of the Security, without thereby incurring responsibility to, or discharging or otherwise affecting any liability of, the undersigned. The Bank shall not be required to take any steps necessary to preserve any rights against prior parties to any of the Security. Upon default hereunder or in connection with any of the Liabilities (whether such default be that of the undersigned or of any other party obligated thereon), the undersigned shall, at the request of the Bank, assemble the Security at such place or places as the Bank designates in its request, and the Bank shall have the right, with or without legal process and with or without prior notice or demand, to take possession of the Security or any thereof and to enter any premises for the purpose of taking possession thereof. The Bank shall have the rights and Security, or any part thereof, which shall then be or shall thereafter come into the possession or custody of the Bank or any of its agents, associates or correspondents, the Bank may sell or cause to be sold in the Borough of Manhattan, New York City, or elsewhere, in one or more sales or parcels, at such price as the Bank may deem best, and for cash or on credit or for future delivery, without assumption of any credit risk, all or any of the Security, at any broker's board or at public or private sale, without demand of performance or notice of intention to sell or of time or place of sale (except such notice as is required by applicable statute and cannot be waived), and the Bank or anyone else may be the purchaser of any or all of the Security so sold and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any equity of redemption, of the undersigned, any such demand, notice or right and equity being hereby expressly waived and released. The undersigned will pay to the Bank all expenses (including expense for legal services of every kind) of, or incidental to, the enforcement of any of the provisions hereof or of any of the Liabilities, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement of any of the Security or receipt of the proceeds thereof, and for the care of the Security and defending or asserting the rights and claims of the Bank in respect thereof, by litigation or otherwise, including expense of insurance; and all such expenses shall be indebtedness within the terms of this agreement. The Bank, at any time, at its option, may apply the net cash receipts from the Security to the payment of principal of and/or interest on any of the Liabilities, whether or not then due, making proper rebate of interest or discount. Notwithstanding that the Bank, whether in its own behalf and/or in behalf of another or others, may continue to hold Security and regardless of the value thereof, the undersigned shall be and remain liable for the payment in full, principal and interest, of any balance of the Liabilities and expenses at any time unpaid.

If at any time the Security shall be unsatisfactory to the Bank, upon the demand of the Bank the undersigned will furnish such further security or make such payment on account of the Liabilities as will be satisfactory to the Bank, and if the undersigned fail(s) forthwith to furnish such security or to make such payment; or if any sum payable upon any of the Liabilities be not paid when due; or if the undersigned shall default in the performance of any of its agreements herein or in any instrument or document delivered pursuant hereto; or if the undersigned or any maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person liable upon or for any of the Liabilities or Security shall die, become insolvent (however such insolvency may be evidenced), commit any act of bankruptcy, or make a general assignment for the benefit of creditors; or if the undersigned or any copartnership of which the undersigned is (are) a member (or members) shall suspend the transaction of his, its or their usual business, or be expelled from or suspended by any stock or securities exchange or other exchange, or any proceeding, procedure or remedy supplementary to or in enforcement of judgment shall be resorted to or commenced against, or with respect to any property of, the undersigned or any such copartnership, maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person; or if a petition in bankruptcy or for any relief under any law relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension shall be filed, or any proceeding shall be instituted under any such law, by or against the undersigned or any such copartnership, maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person; or if any governmental authority or any court at the instance thereof shall take possession of any substantial part of the property of, or assume control over the affairs or operations of, or a receiver shall be appointed of, or of any substantial part of the property of, or a writ or order of attachment or garnishment shall be issued or made against any of the property of, the undersigned or any such copartnership, maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person, or if

any indebtedness of the undersigned or of any such copartnership, maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person for borrowed money shall become due and payable by acceleration of maturity thereof; or if the undersigned (if a corporation) shall be dissolved or be a party to any merger or consolidation without the written consent of the Bank; thereupon, unless and to the extent that the Bank shall otherwise elect, all of the Liabilities shall become and be due and payable forthwith.

The Bank may assign, transfer and/or deliver to any transferee of any of the Liabilities any or all of the Security, and thereafter shall be fully discharged from all responsibility with respect to the Security so assigned, transferred and/or delivered. Such transferee shall be vested with all the powers and rights of the Bank hereunder with respect to such Security, but the Bank shall retain all rights and powers hereby given with respect to any of the Security not so assigned or transferred. No delay on the part of the Bank in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right. The rights, remedies and benefits herein expressly specified are cumulative and not exclusive of any rights, remedies or benefits which the Bank may otherwise have. The undersigned hereby waives presentment, notice of dishonor and protest of all instruments included in or evidencing the Liabilities or the Security and any and all other notices and demands whatsoever, whether or not relating to such instruments.

Unless otherwise agreed, loans, advances or credits heretofore or hereafter obtained from or through the Bank by the undersigned shall be repayable at the Main Office of the Bank in the City of New York upon demand and shall bear interest at the maximum rate per annum permissible under applicable law.

No provision hereof shall be modified or limited except by a written instrument expressly referring hereto and to the provision so modified or limited. The undersigned, if more than one, shall be jointly and severally liable hereunder and all provisions hereof regarding the Liabilities or Security of the undersigned shall apply to any Liability or any Security of any or all of them. This agreement shall be binding upon the heirs, executors, administrators, assigns or successors of the undersigned; shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this agreement, and if all transactions between the Bank and the undersigned shall be at any time closed, shall be equally applicable to any new transactions thereafter; shall so continue in force notwithstanding any change in any partnership party hereto, whether such change occurs through death, retirement or otherwise; and shall be construed according to the laws of the State of New York. Unless the content otherwise requires, all terms used herein which are defined in the Uniform Commercial Code shall have the meanings therein stated.

New York June ... 1 19 77.

..... CRALTEN RACK & CAR CORPORATION

Edward G. Asman
.....
President

EXHIBIT E

THE CHASE
MANHATTAN
BANK, N.A.

GENERAL SECURITY AGREEMENT

In consideration of one or more loans, letters of credit or other financial accommodation made, issued or extended by THE CHASE MANHATTAN BANK, N.A. (hereinafter called the "Bank"), the undersigned hereby agree(s) that the Bank shall have the rights, remedies and benefits hereinafter set forth.

The term "Liabilities" shall include any and all indebtedness, obligations and liabilities of any kind of the undersigned to the Bank and also to others to the extent of their participations granted to or interests therein created or acquired for them by the Bank, now or hereafter existing, arising directly between the undersigned and the Bank or acquired outright, conditionally or as collateral security from another by the Bank, absolute or contingent, joint and/or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, direct or indirect, including, but without limiting the generality of the foregoing, indebtedness, obligations or liabilities to the Bank of the undersigned as a member of any partnership, syndicate, association or other group, and whether incurred by the undersigned as principal, surety, indorser, guarantor, accommodation party or otherwise. The term "Security" shall mean all personal property and fixtures of the undersigned, whether now or hereafter existing or now owned or hereafter acquired and wherever located, of every kind and description, tangible or intangible, including, but not limited to, the balance of every deposit account, now or hereafter existing, of the undersigned with the Bank and any other claim of the undersigned against the Bank, now or hereafter existing, and all money, goods, instruments, securities, documents, chattel paper, accounts, contract rights, general intangibles, credits, claims, demands and any other property, rights and interests of the undersigned, and shall include the proceeds, products and accessions of and to any thereof.

As security for the payments of all the Liabilities, the undersigned hereby grant(s) to the Bank a security interest in, a general lien upon and/or right of set-off of, the Security.

At any time and from time to time, upon the demand of the Bank, the undersigned will: (1) deliver and pledge to the Bank, indorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Bank may request, any and all instruments, documents and/or chattel paper as the Bank may specify in its demand; (2) give, execute, deliver, file and/or record any notice, statement, instrument, document, agreement or other papers that may be necessary or desirable, or that the Bank may request, in order to create, preserve, perfect, or validate any security interest granted pursuant hereto or to enable the Bank to exercise and enforce its rights hereunder or with respect to such security interest; (3) keep and stamp or otherwise mark any and all documents and chattel paper and its individual books and records relating to inventory, accounts and contract rights in such manner as the Bank may require; and (4) permit representatives of the Bank at any time to inspect its inventory and to inspect and make abstracts from the undersigned's books and records pertaining to inventory, accounts, contract rights, chattel paper, instruments and documents. The right is expressly granted to the Bank, at its discretion, to file one or more financing statements under the Uniform Commercial Code naming the undersigned as debtor and the Bank as secured party and indicating therein the types or describing the items of Security herein specified. Without the prior written consent of the Bank the undersigned will not file or authorize or permit to be filed in any jurisdiction any such financing or like statement in which the Bank is not named as the sole secured party. With respect to the Security, or any part thereof, which at any time shall come into the possession or custody or under the control of the Bank or any of its agents, associates or correspondents, for any purpose, the right is expressly granted to the Bank, at its discretion, to transfer to or register in the name of itself or its nominee any of the Security, and whether or not so transferred or registered, to receive the income and dividends thereon, including stock dividends and rights to subscribe, and to hold the same as a part of the Security and/or apply the same as hereinafter provided; to exchange any of the Security for other property upon the reorganization, recapitalization or other readjustment and in connection therewith to deposit any of the Security with any committee or depository upon such terms as it may determine; to vote the Security so transferred or registered and to exercise or cause its nominee to exercise all or any powers with respect thereto with the same force and effect as an absolute owner thereof; all without notice and without liability except to account for property actually received by it. The Bank shall be deemed to have possession of any of the Security in transit to or set apart for it or any of its agents, associates or correspondents.

The Bank at its discretion may, whether any of the Liabilities be due, in its name or in the name of the undersigned or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable with respect to, any of the Security, but shall be under no obligation so to do, or the Bank may extend the time of payment, arrange for payment in instalments, or otherwise modify the terms of, or release, any of the Security, without thereby incurring responsibility to, or discharging or otherwise affecting any liability of, the undersigned. The Bank shall not be required to take any steps necessary to preserve any rights against prior parties to any of the Security. Upon default hereunder or in connection with any of the Liabilities (whether such default be that of the undersigned or of any other party obligated thereon), the undersigned shall, at the request of the Bank, assemble the Security at such place or places as the Bank designates in its request, and the Bank shall have the right, with or without legal process and with or without prior notice or demand, to take possession of the Security or any thereof and to enter any premises for the purpose of taking possession thereof. The Bank shall have the rights and Security, or any part thereof, which shall then be or shall thereafter come into the possession or custody of the Bank or any of its agents, associates or correspondents, the Bank may sell or cause to be sold in the Borough of Manhattan, New York City, or elsewhere, in one or more sales or parcels, at such price as the Bank may deem best, and for cash or on credit or for future delivery, without assumption of any credit risk, all or any of the Security, at any broker's board or at public or private sale, without demand of performance or notice of intention to sell or of time or place of sale (except such notice as is required by applicable statute and cannot be waived), and the Bank or anyone else may be the purchaser of any or all of the Security so sold and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any equity of redemption, of the undersigned, any such demand, notice or right and equity being hereby expressly waived and released. The undersigned will pay to the Bank all expenses (including expense for legal services of every kind) of, or incidental to, the enforcement of any of the provisions hereof or of any of the Liabilities, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement of any of the Security or receipt of the proceeds thereof, and for the care of the Security and defending or asserting the rights and claims of the Bank in respect thereof, by litigation or otherwise, including expense of insurance; and all such expenses shall be indebtedness within the terms of this agreement. The Bank, at any time, at its option, may apply the net cash receipts from the Security to the payment of principal of and/or interest on any of the Liabilities, whether or not then due, making proper rebate of interest or discount. Notwithstanding that the Bank, whether in its own behalf and/or in behalf of another or others, may continue to hold Security and regardless of the value thereof, the undersigned shall be and remain liable for the payment in full, principal and interest, of any balance of the Liabilities and expenses at any time unpaid.

If at any time the Security shall be unsatisfactory to the Bank, upon the demand of the Bank the undersigned will furnish such further security or make such payment on account of the Liabilities as will be satisfactory to the Bank, and if the undersigned fail(s) forthwith to furnish such security or to make such payment; or if any sum payable upon any of the Liabilities be not paid when due; or if the undersigned shall default in the performance of any of its agreements herein or in any instrument or document delivered pursuant hereto; or if the undersigned or any maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person liable upon or for any of the Liabilities or Security shall die, become insolvent (however such insolvency may be evidenced), commit any act of bankruptcy, or make a general assignment for the benefit of creditors; or if the undersigned or any copartnership of which the undersigned is (are) a member (or members) shall suspend the transaction of his, its or their usual business, or be expelled from or suspended by any stock or securities exchange or other exchange, or any proceeding, procedure or remedy supplementary to or in enforcement of judgment shall be resorted to or commenced against, or with respect to any property of, the undersigned or any such copartnership, maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person; or if a petition in bankruptcy or for any relief under any law relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension shall be filed, or any proceeding shall be instituted under any such law, by or against the undersigned or any such copartnership, maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person; or if any governmental authority or any court at the instance thereof shall take possession of any substantial part of the property of, or assume control over the affairs or operations of, or a receiver shall be appointed of, or of any substantial part of the property of, or a writ or order of attachment or garnishment shall be issued or made against any of the property of, the undersigned or any such copartnership, maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person, or if

any indebtedness of the undersigned or of any such copartnership, maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person for borrowed money shall become due and payable by acceleration of maturity thereof; or if the undersigned (if a corporation) shall be dissolved or be a party to any merger or consolidation without the written consent of the Bank; thereupon, unless and to the extent that the Bank shall otherwise elect, all of the Liabilities shall become and be due and payable forthwith.

The Bank may assign, transfer and/or deliver to any transferee of any of the Liabilities any or all of the Security, and thereafter shall be fully discharged from all responsibility with respect to the Security so assigned, transferred and/or delivered. Such transferee shall be vested with all the powers and rights of the Bank hereunder with respect to such Security, but the Bank shall retain all rights and powers hereby given with respect to any of the Security not so assigned or transferred. No delay on the part of the Bank in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right. The rights, remedies and benefits herein expressly specified are cumulative and not exclusive of any rights, remedies or benefits which the Bank may otherwise have. The undersigned hereby waive(s) presentment, notice of dishonor and protest of all instruments included in or evidencing the Liabilities or the Security and any and all other notices and demands whatsoever, whether or not relating to such instruments.

Unless otherwise agreed, loans, advances or credits heretofore or hereafter obtained from or through the Bank by the undersigned shall be repayable at the Main Office of the Bank in the City of New York upon demand and shall bear interest at the maximum rate per annum permissible under applicable law.

No provision hereof shall be modified or limited except by a written instrument expressly referring hereto and to the provision so modified or limited. The undersigned, if more than one, shall be jointly and severally liable hereunder and all provisions hereof regarding the Liabilities or Security of the undersigned shall apply to any Liability or any Security of any or all of them. This agreement shall be binding upon the heirs, executors, administrators, assigns or successors of the undersigned; shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this agreement, and if all transactions between the Bank and the undersigned shall be at any time closed, shall be equally applicable to any new transactions thereafter; shall so continue in force notwithstanding any change in any partnership party hereto, whether such change occurs through death, retirement or otherwise; and shall be construed according to the laws of the State of New York. Unless the content otherwise requires, all terms used herein which are defined in the Uniform Commercial Code shall have the meanings therein stated.

New York.....June 1....., 19 77..

STUPAL RACK & CAR CORPORATION.....

Edward G. Rowan
.....
President

EXHIBIT E

THE CHASE
MANHATTAN
BANK, N.A.

GENERAL SECURITY AGREEMENT

In consideration of one or more loans, letters of credit or other financial accommodation made, issued or extended by THE CHASE MANHATTAN BANK, N.A. (hereinafter called the "Bank"), the undersigned hereby agree(s) that the Bank shall have the rights, remedies and benefits hereinafter set forth.

The term "Liabilities" shall include any and all indebtedness, obligations and liabilities of any kind of the undersigned to the Bank and also to others to the extent of their participations granted to or interests therein created or acquired for them by the Bank, now or hereafter existing, arising directly between the undersigned and the Bank or acquired outright, conditionally or as collateral security from another by the Bank, absolute or contingent, joint and/or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, direct or indirect, including, but without limiting the generality of the foregoing, indebtedness, obligations or liabilities to the Bank of the undersigned as a member of any partnership, syndicate, association or other group, and whether incurred by the undersigned as principal, surety, indorser, guarantor, accommodation party or otherwise. The term "Security" shall mean all personal property and fixtures of the undersigned, whether now or hereafter existing or now owned or hereafter acquired and wherever located, of every kind and description, tangible or intangible, including, but not limited to, the balance of every deposit account, now or hereafter existing, of the undersigned with the Bank and any other claim of the undersigned against the Bank, now or hereafter existing, and all money, goods, instruments, securities, documents, chattel paper, accounts, contract rights, general intangibles, credits, claims, demands and any other property, rights and interests of the undersigned, and shall include the proceeds, products and accessions of and to any thereof:

As security for the payments of all the Liabilities, the undersigned hereby grant(s) to the Bank a security interest in, a general lien upon and/or right of set-off of, the Security.

At any time and from time to time, upon the demand of the Bank, the undersigned will: (1) deliver and pledge to the Bank, indorsed and/or accompanied by such instruments, of assignment and transfer in such form and substance as the Bank may request, any and all instruments, documents and/or chattel paper as the Bank may specify in its demand; (2) give, execute, deliver, file and/or record any notice, statement, instrument, document, agreement or other papers that may be necessary or desirable, or that the Bank may request, in order to create, preserve, perfect, or validate any security interest granted pursuant hereto or to enable the Bank to exercise and enforce its rights hereunder or with respect to such security interest; (3) keep and stamp or otherwise mark any and all documents and chattel paper and its individual books and records relating to inventory, accounts and contract rights in such manner as the Bank may require; and (4) permit representatives of the Bank at any time to inspect its inventory and to inspect and make abstracts from the undersigned's books and records pertaining to inventory, accounts, contract rights, chattel paper, instruments and documents. The right is expressly granted to the Bank, at its discretion, to file one or more financing statements under the Uniform Commercial Code naming the undersigned as debtor and the Bank as secured party and indicating therein the types or describing the items of Security herein specified. Without the prior written consent of the Bank the undersigned will not file or authorize or permit to be filed in any jurisdiction any such financing or like statement in which the Bank is not named as the sole secured party. With respect to the Security, or any part thereof, which at any time shall come into the possession or custody or under the control of the Bank or any of its agents, associates or correspondents, for any purpose, the right is expressly granted to the Bank, at its discretion, to transfer to or register in the name of itself or its nominee any of the Security, and whether or not so transferred or registered, to receive the income and dividends thereon, including stock dividends and rights to subscribe, and to hold the same as a part of the Security and/or apply the same as hereinafter provided; to exchange any of the Security for other property upon the reorganization, recapitalization or other readjustment and in connection therewith to deposit any of the Security with any committee or depository upon such terms as it may determine; to vote the Security so transferred or registered and to exercise or cause its nominee to exercise all or any powers with respect thereto with the same force and effect as an absolute owner thereof; all without notice and without liability except to account for property actually received by it. The Bank shall be deemed to have possession of any of the Security in transit to or set apart for it or any of its agents, associates or correspondents.

The Bank at its discretion may, whether any of the Liabilities be due, in its name or in the name of the undersigned or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable with respect to, any of the Security, but shall be under no obligation so to do, or the Bank may extend the time of payment, arrange for payment in instalments, or otherwise modify the terms of, or release, any of the Security, without thereby incurring responsibility to, or discharging or otherwise affecting any liability of, the undersigned. The Bank shall not be required to take any steps necessary to preserve any rights against prior parties to any of the Security. Upon default hereunder or in connection with any of the Liabilities (whether such default be that of the undersigned or of any other party obligated thereon), the undersigned shall, at the request of the Bank, assemble the Security at such place or places as the Bank designates in its request, and the Bank shall have the right, with or without legal process and with or without prior notice or demand, to take possession of the Security or any thereof and to enter any premises for the purpose of taking possession thereof. The Bank shall have the rights and Security, or any part thereof, which shall then be or shall thereafter come into the possession or custody of the Bank or any of its agents, associates or correspondents, the Bank may sell or cause to be sold in the Borough of Manhattan, New York City, or elsewhere, in one or more sales or parcels, at such price as the Bank may deem best, and for cash or on credit or for future delivery, without assumption of any credit risk, all or any of the Security, at any broker's board or at public or private sale, without demand of performance or notice of intention to sell or of time or place of sale (except such notice as is required by applicable statute and cannot be waived), and the Bank or anyone else may be the purchaser of any or all of the Security so sold and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any equity of redemption, of the undersigned, any such demand, notice or right and equity being hereby expressly waived and released. The undersigned will pay to the Bank all expenses (including expense for legal services of every kind) of, or incidental to, the enforcement of any of the provisions hereof or of any of the Liabilities, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement of any of the Security or receipt of the proceeds thereof, and for the care of the Security and defending or asserting the rights and claims of the Bank in respect thereof, by litigation or otherwise, including expense of insurance; and all such expenses shall be indebtedness within the terms of this agreement. The Bank, at any time, at its option, may apply the net cash receipts from the Security to the payment of principal of and/or interest on any of the Liabilities, whether or not then due, making proper rebate of interest or discount. Notwithstanding that the Bank, whether in its own behalf and/or in behalf of another or others, may continue to hold Security and regardless of the value thereof, the undersigned shall be and remain liable for the payment in full, principal and interest, of any balance of the Liabilities and expenses at any time unpaid.

If at any time the Security shall be unsatisfactory to the Bank, upon the demand of the Bank the undersigned will furnish such further security or make such payment on account of the Liabilities as will be satisfactory to the Bank, and if the undersigned fail(s) forthwith to furnish such security or to make such payment; or if any sum payable upon any of the Liabilities be not paid when due; or if the undersigned shall default in the performance of any of its agreements herein or in any instrument or document delivered pursuant hereto; or if the undersigned or any maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person liable upon or for any of the Liabilities or Security shall die, become insolvent (however such insolvency may be evidenced), commit any act of bankruptcy, or make a general assignment for the benefit of creditors; or if the undersigned or any copartnership of which the undersigned is (are) a member (or members) shall suspend the transaction of his, its or their usual business, or be expelled from or suspended by any stock or securities exchange or other exchange, or any proceeding, procedure or remedy supplementary to or in enforcement of judgment shall be resorted to or commenced against, or with respect to any property of, the undersigned or any such copartnership, maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person; or if a petition in bankruptcy or for any relief under any law relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension shall be filed, or any proceeding shall be instituted under any such law, by or against the undersigned or any such copartnership, maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person; or if any governmental authority or any court at the instance thereof shall take possession of any substantial part of the property of, or assume control over the affairs or operations of, or a receiver shall be appointed of, or of any substantial part of the property of, or a writ or order of attachment or garnishment shall be issued or made against any of the property of, the undersigned or any such copartnership, maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person, or if

any indebtedness of the undersigned or of any such copartnership, maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person for borrowed money shall become due and payable by acceleration of maturity thereof; or if the undersigned (if a corporation) shall be dissolved or be a party to any merger or consolidation without the written consent of the Bank; thereupon, unless and to the extent that the Bank shall otherwise elect, all of the Liabilities shall become and be due and payable forthwith.

The Bank may assign, transfer and/or deliver to any transferee of any of the Liabilities any or all of the Security, and thereafter shall be fully discharged from all responsibility with respect to the Security so assigned, transferred and/or delivered. Such transferee shall be vested with all the powers and rights of the Bank hereunder with respect to such Security, but the Bank shall retain all rights and powers hereby given with respect to any of the Security not so assigned or transferred. No delay on the part of the Bank in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right. The rights, remedies and benefits herein expressly specified are cumulative and not exclusive of any rights, remedies or benefits which the Bank may otherwise have. The undersigned hereby waive(s) presentment, notice of dishonor and protest of all instruments included in or evidencing the Liabilities or the Security and any and all other notices and demands whatsoever, whether or not relating to such instruments.

Unless otherwise agreed, loans, advances or credits heretofore or hereafter obtained from or through the Bank by the undersigned shall be repayable at the Main Office of the Bank in the City of New York upon demand and shall bear interest at the maximum rate per annum permissible under applicable law.

No provision hereof shall be modified or limited except by a written instrument expressly referring hereto and to the provision so modified or limited. The undersigned, if more than one, shall be jointly and severally liable hereunder and all provisions hereof regarding the Liabilities or Security of the undersigned shall apply to any Liability or any Security of any or all of them. This agreement shall be binding upon the heirs, executors, administrators, assigns or successors of the undersigned; shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this agreement, and if all transactions between the Bank and the undersigned shall be at any time closed, shall be equally applicable to any new transactions thereafter; shall so continue in force notwithstanding any change in any partnership party hereto, whether such change occurs through death, retirement or otherwise; and shall be construed according to the laws of the State of New York. Unless the content otherwise requires, all terms used herein which are defined in the Uniform Commercial Code shall have the meanings therein stated.

New York..... June 1....., 19 77.

.....VERDEN RACK & CAR CORPORATION.....

Edward G. Loran
.....
President

EXHIBIT F
INSURANCE

Marsh & McLennan Incorporated

STOCKBROKERS' BLANKET BOND

<u>INSURER</u>	<u>LIMITS</u>	<u>PERIOD</u>	<u>PREMIUM</u>
Lloyd's Underwriters Federal Insurance Co. PSA 14273V	\$ 1,000,000	1/28/75 - 78	\$57,126 (3 Year Prepaid)
Lloyd's Underwriters Federal Insurance Co. PSA 18620V	\$ 4,000,000	1/28/76 ⁷⁷ - 78 ⁷⁷	<i>19,115.73 see letter 1/1/77</i> \$19,643 (Annual Installment)
Insurance Company of North America S-624755	\$15,000,000	5/13/76 - 77	\$ 6,533 (Annual Installment)
<u>Deductible</u>	\$50,000 each loss.		
<u>Coverage</u>	\$20,000,000.	Loss of property through employee dishonesty, misplacement within premises or in transit (including check forgery).	
	\$ 500,000.	Fraudulent Trading Coverage	
	\$ 1,000,000.	Securities Forgery - Clause 'E' Coverage.	

Indemnification Agreements

- A) Loss caused by the dishonest or fraudulent act of an employee. Should a dishonest employee cause a loss by Fraudulent Trading in actual or fictitious accounts, liability of the carrier would be limited to \$500,000.

Dishonesty of an employee has been defined as an act or acts by such employee with the intent to cause the firm to sustain a loss, and to obtain financial benefit for the employee, or for any other person or organization intended by the employer to receive such benefit.

- B) Loss of property caused by burglary, robbery, theft, misplacement, mysterious disappearance or destruction while the property is deposited within any office or premise located anywhere.

Loss of or damage to office furnishings, fixtures or equipment within any of your offices caused by theft, burglary, vandalism or malicious

Marsh & McLennan Incorporated

STOCKBROKERS' BLANKET BOND CONT'D

- C) Loss of property while in transit in the custody of any person acting as a messenger through robbery, theft, larceny, misplacement, damage or destruction.
- D) Loss caused through forgery or alteration of, on or in, any bills of exchange, checks, drafts, acceptance certificates of deposit, promissory notes, etc.
- E) Loss sustained by your firm as a result of purchasing, accepting or receiving, selling, giving any value, extending any credit or otherwise acting upon any securities, documents or other written instruments which prove to have been counterfeited, forged, raised, altered or stolen. (Coverage under this agreement is limited to \$1,000,000.
- F) Loss through the receipt by R. W. Pressprich & Co. Inc. of any counterfeited or altered United States or Canadian currency.

Principal Exclusions

The principal exclusions applying to this bonding coverage are:

- 1) No coverage is provided for any extension of credit or any loan whether authorized or unauthorized, except when caused by a dishonest act of any employee or when covered under Insuring Agreement D or E.
- 2) Discovery of any dishonest act or any prior dishonesty of any employee, which is not reported to underwriters, immediately precludes any future coverage.
- 3) Coverage is not afforded as a result of any violation by insured or employee, of any law regulating the securities industry.
- 4) Loss of property while in the mail or in the custody of a carrier for hire (other than an armored motor vehicle company) is not covered.

Named Insureds

The Pressprich Corporation
R. W. Pressprich & Co. Incorporated
R. W. Pressprich & Co.
R. W. Pressprich & Co. International, Inc.
R. W. Pressprich & Co., Overseas, Ltd.
R. W. P. & Co. Limited
BTP Corporation, Inc.
RWP Co.
R. W. Pressprich & Co. Emp. Benefit Fund Trust
Pressprich Government Securities Corporation
Presspac Securities Co. Incorporated

Marsh & McLennan Incorporated

FIRST CLASS & REGISTERED MAIL

<u>INSURER</u>	<u>POLICY NO.</u>	<u>TERM</u>
Federal Insurance Co.	OMS 92147F	Continuous
Federal Insurance Co.	RMO 92148F RMO 92148FW	Continuous

Limits

First Class \$ 110,000. per package
\$1,100,000. per addressee per day - shipment anywhere
in the continental U.S. and Canada, excluding Hawaii
and Alaska.

Registered Mail \$5,000,000. per addressee per day between places in
North America or from places in North America to
places anywhere in the world and vice versa.

Registered Mail
War Risk Policy \$500,000. coverage on the aggregate value of all
shipments made to any one addressee on any one day.

Coverage

First Class Covers All Risks subject to specified conditions of
physical loss of or damage to or destruction of shipments
of securities and other types of property by First Class
Mail between places in the continental United States and
Canada, excluding Alaska and Hawaii.

Registered Mail Covers All Risks, subject to specified conditions of
physical loss of or damage to, or destruction of shipment
of securities and other types of property by Registered
Mail, Registered Air Mail, Express and Air Express
between places anywhere in the world and vice versa.

Registered Mail
War Risk Insures against risks of capture, seizure, destruction
or damage by acts of war, such as taking at sea, arrests,
restraints and other warlike operations.

Premium

Premium cost per shipment varies by type of security and
destination.

Marsh & McLennan Incorporated

FIRST CLASS & REGISTERED MAIL CONT'D

Comments

In the event of an error in, or omission in declaring any shipments - coverage will apply if your firm notified the Underwriter immediately upon discovery and pay premium due thereon.

First Class and Registered Mail complement each other. Incorrect usage of the two classes can result in increased overall costs. All non-negotiable securities having a market value not exceeding \$25,000. per envelope should be sent by First Class Mail.

Marsh & McLennan Incorporated

COMPREHENSIVE COMMERCIAL PACKAGE POLICY

<u>Company</u>	<u>Policy Number</u>	<u>Period</u>	<u>Premium</u>
Fireman's Fund	MPX 275-1715	6/19/75-8	\$12,167

Insured

R. W. Pressprich & Co., Incorporated and any other wholly owned or financially controlled subsidiaries or companies hereafter constituted;

SECTION I - PROPERTY

Coverage:

This policy is written on a "Replacement Cost" basis and insures against "All Risks" of direct physical loss or damage, with the exception of those standard perils scheduled on Form MLB 659, on Office Personal Property and Improvement & Betterments.

DEDUCTIBLES:

\$250 on Theft, \$100 All Others.

LIMITS OF LIABILITY (all at 80% co-insurance):

1.	80 Pine Street, New York, N.Y.	-	1,200,000
2.	123 S. Broad St., Philadelphia, Pa.	-	50,000
3.	185 Devonshire St., Boston, Mass.	-	100,000
4.	15 Park Row, New York, New York	-	5000
5.	231 Montgomerie St Room 1569 San Fran. Calif. 94104	-	20,000
6.	First Alabama Bank Bldg, Suite 1510 417 No Tenth St, Birmingham Ala.	-	20,000

At each of the above locations, the contract extends to provide coverage for the Personal Property of others in the care, custody & control of the insured. This extension is limited to 2%, not to exceed \$2,000, of the applicable limit of liability at any given location, and is in addition to your applicable limit of liability.

Marsh & McLennan Incorporated

AUTOMATIC EXTENSIONS OF COVERAGE:

The following extensions, unlike the above, are included within the applicable limit of liability and cannot increase the stated limit of liability and cannot increase the stated limit of liability at any location:

- A. Newly Acquired Property: 10%, but not exceeding \$10,000 for any one occurrence, for a period not to exceed 30 days.
- B. Personal Effects: \$500 for the Personal Effects of the Insured, Officers and Employees, but not exceeding \$100 per person per occurrence.
- C. Valuable Papers & Records: \$500 for any one occurrence, regardless of the number of locations involved.
- D. Extra Expense: \$1,000 for each location.
- E. Off-Premises: You may apply up to 10%, but no exceeding \$10,000., for Personal Property while off-premises but within the 50 states.
- F. Currency, Money & Stamps: \$250 per occurrence covering on-premises or off-premises while being conveyed by the Insured or an employee.

SPECIFIC ADDITIONAL COVERAGE

G. Valuable Papers & Records:

	<u>Location</u>	<u>Limit</u>
1.	80 Pine Street, NYC	\$150,000
2.	491 Bergen St., Brooklyn (Reilly's Warehouse)	25,000
3.	130 Pearl St., NYC (European-American Bank)	20,000

Marsh & McLennan Incorporated

SECTION II - CASUALTY

The company agrees to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages of personal injury or property damage caused by an occurrence up to the 1,000,000 single limit of liability. This coverage includes the cost of defense by the carrier, reimbursement for immediate medical expenses paid by the insured for the relief of others, and all reasonable expenses incurred by the insured at the request of the insurance company.

The principal exclusions under this coverage are those relating to obligations under Workmen's Compensation or other related social programs, property damage to goods, products or containers manufactured, handled, sold or distributed by the insured, ownership or maintenance of aircraft or watercraft, and losses due to the rendering or failure to render any professional service. Also excluded are those losses resulting from suits pertaining to assault and battery or property damage caused intentionally by or at the direction of the insured.

Personal Injury - This coverage is provided and responds in those situations where the insured may be held legally libel for personal injury damages arising out of, but not limited to false arrest, wrongful detention, false imprisonment, defamation of character or invasion of privacy.

also

- Broad Form Property Damage (incl. Completed Operations)
- Fire and/or Explosion Legal Liability-Real Property
- Watercraft Non-Ownership (under 33 feet)
- World-wide Products Liability
- Incidental Malpractice
- Host Liquor Liability

Automobile - The Company agrees to pay all damages which the Insured is obligated to pay for liability imposed by law because of Bodily Injury sustained by any person or Property Damage caused by any accident arising out of the use of any non-owned automobile.

Limits of Liability

Bodily Injury: \$ 500,000 Per Person
 \$ 1,000,000 Per Occurrence

Property Damage: \$ 50,000 Per Occurrence

*Copy to file 11/11/79 - be has been on 5/1/79
Office: J*

Marsh & McLennan Incorporated

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

<u>Company</u>	<u>Policy Number</u>	<u>Term</u>	<u>Deposit Premium</u>
Fireman's Fund	WC 2053024-RI	12/31/76 - 77	\$ 4,457 Annually

Assured - R. W. Pressprich & Co. Incorporated

Limit - Coverage B - \$100,000

Coverage

Coverage is provided for obligations imposed under the Workmen's Compensation Laws of the various states where private insurance is permitted. Coverage exists under Employers' Liability for common law actions brought by employees for injuries or disease arising out of or in the course of their employment.

The basic policy has been extended as follows:

- 1) Voluntary Compensation - In certain situations employees may fall outside the scope of the Compensation Law. This endorsement provides coverage on the same basis as would be provided if these employees were covered by the compensation statute.
- 2) "All States" Endorsement - This endorsement would provide automatic coverage under the Compensations Laws of states permitting private insurance but not scheduled under the policy, should you become subject to the act in these states.

There is no charge for the Voluntary Compensation, and All States, Endorsements. However, any exposure developed under these endorsements will be picked up upon policy audit and a premium therefore will be payable.

Marsh & McLennan Incorporated

MARINE INSURANCE

<u>Company</u>	<u>Policy Number</u>	<u>Term</u>	<u>Premium</u>
Lloyds	75 DD 679 P	4/23/75 - 7	\$90,000

Assured - R. W. Pressprich and Co., Incorporated

Limit - \$ 17,500 agreed value on any one Railroad Car, any one occurrence
\$500,000 in the aggregate annually

Coverage - This contract is designed to indemnify the assured in respect of All Risks of Physical Loss or Damage to Flat-bed Railroad Cars under lease to North American Car Company at various locations in North America. The peril of Mysterious Disappearance is a major exclusion applicable, but other exclusions are itemized within the contract.

<u>Company</u>	<u>Policy Number</u>	<u>Term</u>	<u>Premium</u>
Lloyds	75 DD 680 P	5/14/75 - 7	\$20,000

Assured - R. W. Pressprich and Co. Incorporated

Limit - \$1,500,000 any one occurrence and in the aggregate annually excess of \$500,000 any one occurrence and in the aggregate annually.

Coverage - This contract is designed to indemnify the assured in respect of All Risks of Physical Loss or Damage to Flat-Bed Railroad Cars under lease to the North American Car Company at various locations in North America. The peril of Mysterious Disappearance is a major exclusion, but other exclusions are itemized within the contract.

EXHIBIT D

SCHEDULE 3

GUARANTY

WHEREAS, THE PRESSPRICH CORPORATION (hereinafter referred to as the "Borrower"), desires to obtain financial accommodation from THE CHASE MANHATTAN BANK, NA. (hereinafter referred to as the "Bank"), and

WHEREAS, STUPAL RACK & CAR CORPORATION (hereinafter referred to as the "Guarantor"), is a wholly owned subsidiary of the Borrower and expects to derive advantage from such financial accommodation,

NOW THEREFORE, for valuable considerations, the receipt whereof by the Guarantor is hereby acknowledged, and to induce the Bank to make a loan to the Borrower pursuant to the terms of a Loan Agreement dated June , 1977 between the Borrower and the Bank (herein called the "Agreement"), the Guarantor hereby unconditionally guarantees to the Bank, irrespective of the validity, regularity or enforceability of any instrument, writing or arrangement relating to any such loan or of the obligations thereunder and irrespective of any present or future law or order of any government (whether of right or in fact) or of any agency thereof purporting to reduce, amend or otherwise affect any obligation of the Borrower or to vary the terms of payment, that the Borrower will promptly perform and observe every agreement and condition in the Agreement to be performed or observed by the Borrower, that the principal of and interest on the Note evidencing the loan under the Agreement, will be promptly paid in full when due, whether at maturity or earlier by reason of acceleration or otherwise, together with any costs and expenses for which the Borrower is obligated under said Agreement and, in case of one or more extensions

of time of payment or renewals, in whole or in part, of the Agreement or obligations thereunder, that the same will be promptly paid or performed when due, according to each such extension or renewal, whether at maturity or earlier by reason of acceleration or otherwise.

The Guarantor hereby consents that from time to time, without notice to or further consent of the Guarantor, the performance or observance by the Borrower of any of said agreements or conditions may be waived or the time of performance thereof extended by the Bank, and payment of any obligation hereby guaranteed may be accelerated in accordance with any such agreement or may be extended, or the Agreement may be renewed in whole or in part or any collateral may be exchanged surrendered or otherwise dealt with as the Bank may determine, and any of the acts mentioned in the Agreement or Note thereunder or otherwise may be done, all without affecting the liability of the Guarantor hereunder. The Guarantor hereby waives presentment of any instrument, demand of payment, protest and notice of nonpayment or protest thereof or of any exchange, sale, surrender or other handling or disposition of any collateral. The Guarantor further waives any right or duty of application by the Bank as to the Borrower's property.

The Guarantor agrees that whenever at any time or from time to time it shall make any payment to the Bank hereunder on account of the Guarantor's liability hereunder, it will notify the Bank in writing that such payment is made under this Guaranty for such purpose. No payment by the Guarantor pursuant to any provision hereof shall entitle the Guarantor, by subrogation to the rights of the Bank or otherwise,

to any payment by the Borrower or out of the property of the Borrower, except after payment in full of all sums (including said costs, expenses and interest) which may be or become payable by the Borrower to the Bank at any time or from time to time.

This Guaranty shall be a continuing guaranty, and any other party liable upon or in respect of any obligation hereby guaranteed may be released without affecting the liability of the Guarantor.

The Bank may assign this instrument or any of its rights and powers hereunder, with all or any of the obligations hereby guaranteed, and, in the event of such assignment, such assignee shall have the same rights and remedies as if originally named herein in place of the Bank.

Notice of acceptance of this Guaranty or of the incurring of any and all of the obligations of the Borrower hereinbefore mentioned are hereby waived. This Guaranty and all rights, obligations and liabilities arising hereunder shall be construed according to the laws of the State of New York.

As security for its obligations hereunder, the Guarantor has executed or shall execute concurrently herewith a Security Agreement, in form and substance satisfactory to the Bank, granting a security interest to the Bank in (i) the proceeds of all leases of railroad rolling stock owned by the Guarantor and (ii) all railroad rolling stock owned by the Guarantor.

IN WITNESS WHEREOF, the Guarantor has duly executed this instrument of Guaranty by its duly authorized officers on the 1st day of June, 1977.

STUPAL RACK & CAR CORPORATION
By: *Edward S. Brown*
President