

October 2, 1979

8-276A034

Interstate Commerce Commission  
Washington, D.C. 20025

RECORDATION NO. 10858 Filed 1425

Date OCT 3 1979

Fee: 50.00

OCT 3 1979 - 11 30 AM

ICC Washington, D.C.

Gentlemen:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act are 4 signed copies of a Security Agreement dated as of September 28, 1979 between Transportation Corporation of America and Continental Illinois National Bank and Trust Company of Chicago, as Agent.

The general description of the railroad equipment covered by the enclosed document is set forth in Schedule I and Schedule II both of which are attached to this letter and made a part hereof.

The names and addresses of the parties are:

Debtor: Transportation Corporation of America  
P.O. Box 218  
Chicago Heights, Illinois 60411

Secured Party: Continental Illinois National Bank and  
Trust Company of Chicago, as Agent  
231 South LaSalle Street  
Chicago, Illinois 60693

The undersigned is the debtor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please stamp and return to the bearer of this letter all counterparts of subject Security Agreement which you do not find necessary to retain for your own records.

Also enclosed herewith you will find a check payable to the order of the Interstate Commerce Commission in the amount of \$50.00 to cover recordation fees.

Sincerely,

TRANSPORTATION CORPORATION  
OF AMERICA, Debtor as aforesaid

By:

  
JOHN M. HARTIGAN  
Assistant Secretary

JMH:jam

FEE OPERATIONS BR.  
I.C.C.  
OCT 3 11 22 AM '79

*Handwritten signature: J. Koppelman*

*Handwritten signature: J. Koppelman*

SCHEDULE 11 TO SECURITY AGREEMENT, DATED SEPTEMBER 28, 1979  
DESCRIPTION OF LEASES OWNED BY COMPANY AT SEPTEMBER 28, 1979

AND PLEDGED PURSUANT THERETO

| Lessee  | Date of Lease | Expiration Date of Lease | Type of Lease |             | Car Numbers (both inclusive) | No. of Cars | Rent Per Month | Per Car | Company Lease No. | Company Rider No. | ICC Filing Number & Date |
|---|---------------|--------------------------|---------------|-------------|------------------------------|-------------|----------------|---------|-------------------|-------------------|--------------------------|
|   |               |                          | 0-Operating   | F-Financing |                              |             |                |         |                   |                   |                          |
| Simonds, Shields & Thels                      | 3-5-79        | 1984                     | 0             | 0           | TCAX 60000 Thru TCAX 60024   | 25          | \$477.07       |         | 030579            | 03057901          | 10244 4-2-79             |
| Farmers Co-op Association of Stromsburg, NE.  | 2-22-79       | 1984                     | 0             | 0           | TCAX 60025 Thru TCAX 60039   | 15          | 516.90         |         | 022279            | 02227902          | 10241 4-2-79             |
| Perryton Equity Exchange                      | 3-12-79       | 1984                     | 0             | 0           | TCAX 60040 Thru TCAX 60059   | 20          | 490.00         |         | 031279            | 03127901          | 10544 6-27-79            |
| Potter Co-operative Grain Co.                 | 4-2-79        | 1984                     | 0             | 0           | TCAX 60060 Thru TCAX 60068   | 9           | 516.90         |         | 4791              | 47911             | 10657 7-23-79            |
| Farmers Cooperative Grain & Supply Co.        | 4-2-79        | 1984                     | 0             | 0           | TCAX 60069 Thru TCAX 60084   | 16          | 516.90         |         | 4792              | 47921             | 10611 7-9-79             |
| Kimball County Grain Cooperative, Inc.        | 4-2-79        | 1984                     | 0             | 0           | TCAX 60085 Thru TCAX 60104   | 20          | 516.90         |         | 4793              | 47931             | 10622 7-12-79            |
| Farmers Coop Assoc. Elmwood, NE.              | 4-27-79       | 1984                     | 0             | 0           | TCAX 60110 Thru TCAX 60119   | 10          | 516.90         |         | 042579            | 04257901          | 10565 7-2-79             |
| Greenwood Farmers Co-op                       | 4-27-79       | 1984                     | 0             | 0           | TCAX 60120 Thru TCAX 60129   | 10          | 516.90         |         | 042679            | 04267901          | 10571 7-2-79             |
| Farmland Cooperative, Inc.                    | 4-27-79       | 1984                     | 0             | 0           | TCAX 60130 Thru TCAX 60137   | 8           | 516.90         |         | 042779            | 04277901          | 10566 7-2-79             |
| Farmers Co-op Elevator                        | 4-27-79       | 1984                     | 0             | 0           | TCAX 60138 Thru TCAX 60143   | 6           | 516.90         |         | 042879            | 04287901          | 10567 7-2-79             |
| Nehawka Farmers Cooperative                   | 4-27-79       | 1984                     | 0             | 0           | TCAX 60144 Thru TCAX 60153   | 10          | 516.90         |         | 042979            | 04297901          | 10569 7-2-79             |
| Otoe Cooperative Company                      | 4-27-79       | 1984                     | 0             | 0           | TCAX 60154                   | 1           | 516.90         |         | 043079            | 04307901          | 10570 7-2-79             |
| Illinois Grain Corp.                          | 5-1-79        | 1984                     | 0             | 0           | TCAX 60155 Thru TCAX 60199   | 45          | 495.00         |         | 050179            | 05017901          | 10568 7-2-79             |
| The Western Pacific Railroad Company          | 9-15-77       | 1979                     | 0             | 0           | MP 1401 Thru MP 1410         | 10          | 530.65         |         | 91577             | 9157701           | 9089 11-15-77            |
| Chicago, West Pullman & Southern Railroad Co. | 2-15-78       | 1993                     | F             | F           | CMP 251 Thru CMP 255         | 5           | 284.00         |         | 021578            | N/A               | 9288 3-20-78             |
| TOTAL   |               |                          |               |             |                              |             |                |         |                   |                   |                          |

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TAL  
9/26/79

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

10/3/79

**OFFICE OF THE SECRETARY**

**John M. Hartigan**  
**Assistant Secretary**  
**Transp. Corp. Of America**  
**P.O.Box 218**  
**Chicago Heights, Illinois 60411**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/3/79 at 11:30am , and assigned re-  
recording number(s). 10858

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

OCT 3 1979 - 11 30 AM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

(Chattel Mortgage and Assignment of Rents)

THIS SECURITY AGREEMENT (hereinafter sometimes called "this Agreement") dated as of September 28, 1979 between TRANSPORTATION CORPORATION OF AMERICA, an Illinois corporation (hereinafter called "Company"), having its office at 26th and State Streets, Chicago Heights, Illinois 60411, and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (hereinafter called "Agent"), having its office at 231 South LaSalle Street, Chicago, Illinois 60693, as agent for itself and others;

W I T N E S S E T H:

WHEREAS, a certain Credit Agreement dated as of September 28, 1979 (which Agreement, together with any amendments which may be thereafter made thereto, is hereinafter called the "Credit Agreement"), among Company, Agent and certain commercial banking institutions (herein, together with Agent in its individual capacity, called "Banks"), is being executed and delivered contemporaneously with the execution and delivery of this Agreement, and provides, among other things, for certain loans thereunder by Banks (including Agent) to Company; and

WHEREAS, under the terms of the Credit Agreement, Company has agreed to perform certain obligations; and

WHEREAS, Company has duly authorized the execution and delivery of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Company agrees with Agent and with all Banks (as principals acting through Agent) as follows:

1. DEFINITIONS. When used herein the following terms shall have the following meanings:

The term "Collateral" shall mean all property and rights in which a security interest is granted hereunder.

The term "Equipment" shall mean the railroad cars owned by Company and described on Schedule I hereto or described

in Security Agreement Supplements from time to time executed and delivered by Company to Agent pursuant hereto, together with all accessories, equipment, parts and appurtenances appertaining or attached to any of such Equipment, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of, and additions, improvements, accessories and accumulations to, any and all of such Equipment.

The term "Leases" shall mean the Leases described on Schedule II hereto or described in Security Agreement Supplements from time to time executed and delivered by Company to Agent pursuant hereto.

The term "Liabilities" shall mean all obligations of Company under the Credit Agreement and under each Note and each other instrument (including, without limitation, this Agreement) executed by it pursuant to the Credit Agreement, however created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due.

The term "Note" shall mean any revolving note or term note of Company evidencing any loan made by any Bank under the Credit Agreement.

The term "Rental" shall mean all sums due and to become due Company under the terms of any Lease or other chattel paper covering any Equipment and shall also mean all accounts receivable arising out of the lease or sale of Equipment.

The term "Default Event" shall mean the occurrence of any of the following events: (a) default by Company in the due performance or observance of any agreement on its part hereunder and continuance of such default for a period of 30 days after notice thereof by Agent or any Bank to Company, or (b) any Event of Default, as that term is defined in the Credit Agreement.

2. GRANT OF SECURITY INTEREST. As security for payment of all Liabilities, Company hereby mortgages, transfers and assigns to Agent on behalf of the Banks, and grants to Agent on behalf of the Banks a continuing security interest in and to, the following: all right, title and interest whatsoever of Company in and to the Equipment; the Leases and all other chattel paper and all accounts receivable, whether now or hereafter existing or acquired, arising from the lease by Company, as lessor, of or the sale by Company of, the Equipment; all Rental due or to become due in respect of any Equipment; all other property of Company the possession

of which may at anytime now or hereafter be delivered to or for the account of Agent as security for the payment of the Liabilities; and all proceeds of any of the foregoing. The lien and security interest granted to Agent hereunder with respect to any Equipment is hereby expressly declared to be, and shall be, subordinate and subject to the related Lease.

3. AGREEMENTS OF COMPANY RESPECTING EQUIPMENT AND LEASES. Company will at all times cause all Equipment and every part thereof to be maintained in accordance with the rules and regulations of the American Association of Railroads and will, within 45 days after knowledge by an officer or responsible employee of Company of the occurrence thereof, furnish or cause to be furnished to Agent a statement respecting any loss or damage to any of the Equipment which has not been corrected within 30 days after such knowledge.

Company will observe and perform all of its obligations under each Lease.

Company shall plainly and permanently stencil a legend on each unit of Equipment in letters not less than one (1) inch in height indicating Agent's interest therein, as follows:

"TITLE TO THIS CAR SUBJECT TO DOCUMENTS RECORDED  
UNDER SECTION 20(c) OF THE INTERSTATE COMMERCE ACT."

Company further agrees to cause its Lessees to replace immediately any such stencilling which becomes illegible, wholly or in part.

Company will maintain, or cause to be maintained, insurance on the Equipment to such extent and against such hazards and liabilities as is commonly maintained by companies similarly situated. Any such insurance shall be maintained with a responsible insurance company or companies, and shall insure, among others, Agent, its successors and assigns as their interest may appear and any policy of such insurance obtained by Company shall provide that (a) Agent, its successors and assigns, shall not be responsible for any representation or warranty of Company, (b) at least 10 days' prior notice shall be given to Agent of the expiration, termination, alteration or cancellation of such policy, and (c) Agent will be promptly notified in the event any premium shall not be paid when due or if such policy shall not be renewed at the expiration thereof. Upon request of Agent, Company will deliver to Agent policies of or certificates evidencing any such insurance.

Except for any Lease thereof or otherwise as permitted by the Credit Agreement or with the prior written consent of each Bank, Company will not sell, loan, pledge, mortgage, assign or otherwise dispose of, or create or suffer to be created any levies, liens or encumbrances on, any of the Equipment or any interest therein or Lease thereof or any of the Rental, and will from time to time cause to be paid all liens, taxes, assessments and governmental charges lawfully levied, assessed or imposed upon any of the Equipment or any interest therein or Lease thereof or of any of the Rental; provided, however, that (a) nothing herein contained shall be deemed to require any lien, tax, assessment, charge, claim or demand to be paid or discharged prior to the due date thereof, or so long as the validity thereof is being contested by Company in good faith by appropriate proceedings, if Company shall have set aside on its books adequate reserves with respect thereto and shall cause the same to be paid prior to the foreclosure of any lien which may have attached as security therefor and (b) Equipment may be sold by Company to the lessee under the Lease of such Equipment pursuant to any purchase option, which shall have been approved in writing by Agent, under such Lease or, if such Equipment is not then subject to a Lease, unless Agent shall at any time otherwise direct, to any person at a price sufficient (together with Rental theretofore paid with respect to such Equipment) to effect recovery to Company of at least all of its costs with respect to such Equipment and the financing thereof. Company will give each Bank notice of any attachment or judicial process affecting any of the Equipment or Rental as soon as Company has knowledge thereof.

Agent and each Bank shall have at all times the right, subject, however, to the terms of any applicable Lease, to enter into and upon any premises where any of the Equipment is located for the purposes of inspecting the same, observing its use or otherwise protecting such party's interest therein.

4. PAYMENT OF RENTAL, ETC.; CASH COLLATERAL ACCOUNT. Until such time as an Event of Default under the Credit Agreement (or an event which might mature into an Event of Default thereunder) shall have occurred and the Agent shall notify Company of the revocation of such power and authority, Company will, at its own expense, endeavor to obtain payment, when due and payable, of all Rental, including the taking of such action with respect thereto as Agent may reasonably request or, in the absence of such request, as Company may deem advisable; provided, however, Company shall not, without prior written consent of Agent, grant or agree to any rebate, refund or adjustment with respect to such Rental. Agent however may, at any time, whether before or after revocation

of such power and authority, enforce collection of any of the Rental, by suit or otherwise, and compromise or extend or renew for any period all or any portion thereof. Upon the occurrence of an Event of Default under the Credit Agreement (or an event which might mature into an Event of Default thereunder), Agent may, and upon request of Agent, Company shall, notify and direct any lessee or other obligor on any Collateral to make payment to Agent, or to Company in care of Agent, at such address as Agent may designate, of all Rental payable under such Lease. Company will reimburse Agent for all expenses, including (without limitation) reasonable attorneys' fees and legal expenses, incurred by Agent in seeking to collect any Rental or enforce any rights under any Lease.

Upon the occurrence of an Event of Default under the Credit Agreement (or an event which might mature into an Event of Default thereunder), Company will upon request of Agent forthwith from time to time thereafter upon receipt, transmit and deliver to Agent, in the form received, all cash, checks, drafts and other instruments for the payment of money (properly endorsed, where required, so that such items may be collected by Agent) which may be received by Company at any time as payment on account of any Rental and as proceeds of any Collateral (including, without limitation, proceeds of any sale of any Equipment), and until delivery to Agent, such items will not be commingled by Company with any of its other funds or property, but will be held separate and apart from such other funds and property and upon trust for Agent.

Agent may endorse the name of Company on any check, draft or other instrument for the payment of money received by Agent on account of any Rental or Equipment, or otherwise as proceeds of any Collateral, if it believes such endorsement is necessary or desirable for purposes of collection.

Company will indemnify and save harmless Agent and each Bank from and against all liabilities and expenses on account of any adverse claim asserted against Agent or such Bank to any Rental or other moneys received by Agent from the lessee under any Lease, and such obligation of Company shall continue in effect after and notwithstanding the termination of the Credit Agreement, the discharge of the Liabilities and the release hereof.

All Rental received by Agent pursuant to the provisions hereof, all insurance proceeds received by Agent on account of any loss, damage or destruction to Equipment and all other amounts received by Agent pursuant to this Agreement

shall be deposited by Agent in one or more special deposit accounts maintained by Agent, titled in such manner as to appropriately identify the nature of such accounts, and such accounts collectively shall be the Cash Collateral Account of Company for the purposes of the Credit Agreement. Nothing contained herein shall preclude the deposit of any other amounts in such Account. Moneys in such Account shall be applied as provided in the Credit Agreement.

5. SECURITY AGREEMENT SUPPLEMENTS. Whenever Company shall hereafter acquire additional Equipment for lease under a Lease and propose to finance such Equipment and Lease under the Credit Agreement, Company shall forthwith execute and deliver to Agent a Security Agreement Supplement dated the date of such Equipment acquisition and Lease (a "Security Agreement Supplement") with respect to such Equipment and Lease substantially in the form of Appendix 1 to this Agreement, with appropriate insertions.

6. DEFAULT. Whenever a Default Event shall be existing, Agent may exercise any one or more or all, and in any order, of the remedies, hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies; but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

(a) Agent may, by notice in writing to the Company, declare the entire unpaid balance of each Note to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued interest thereon, shall be and become immediately due and payable;

(b) Subject always to then existing rights; if any, of a Lessee under a Lease, the Agent, personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Equipment, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises, of Company, with or without notice, demand, process of law or legal procedure, and search for, take possession of, remove, keep and store the same, or use and operate the same until sold; it being understood, without limiting the foregoing, the Agent may, and is hereby given the right and authority to, keep and store said Equipment, or any part thereof, on the premises of Company, and that Agent shall not thereby be deemed to have surrendered, or to have failed to take, possession of such Equipment;

(c) Subject always to then existing rights, if any, of a Lessee under a Lease, Agent may, if at the time such action may be lawful and always subject to compliance with any mandatory legal requirements, either with or without taking possession and either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to Company once at least 10 days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of said Equipment or any part thereof, at public auction or private sale to the highest bidder, in one lot as an entirety or in separate lots, and either by cash or on credit and on such terms as Agent may determine, and at any place (whether or not it be the location of the Equipment or any part thereof) designated in the notice above referred to. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, without further published notice; and Agent or any Bank or the holder or holders of any Note, or of any interest therein, may bid and become the purchaser at any such sale;

(d) Agent may proceed to protect and enforce this Agreement and any Note by suit or suits or proceedings in equity, at law or in pending bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Equipment or any part thereof, or for the recovery of judgment for the indebtedness hereby secured, or for the enforcement of any other proper legal or equitable remedy available under applicable law;

(e) Agent may proceed to exercise in respect of a Lease and the Equipment covered thereby and the duties, obligations and liabilities of the Lessee thereunder, all rights, privileges and remedies in said Lease or by applicable law permitted or provided to be exercised by Company, and may exercise all such rights and remedies either in the name of Agent or in the name of Company for the use and benefit of Agent; or

(f) Agent may sell the Rentals received under a Lease, and all right, title and interest of Agent on behalf of the Banks as assignee thereof, at public auction to the highest bidder and either for cash or on credit, Agent to give Company 10 days' prior written

notice of the time and place of holding any such sale, and provided always that the Agent shall also comply with any applicable mandatory legal requirements in connection with such sale.

Any sale or sales pursuant to the provisions hereby or pursuant to any legal proceedings, shall operate to divest Company of all right, title, interest, claim and demand whatsoever, either at law or in equity, of, in and to the Equipment so sold, and shall be free and clear of any and all rights of redemption by, through or under the Company, Company hereby covenanting and agreeing that it will not at any time insist upon or plead, or take the benefit or advantage of or from, any law now or hereafter in force providing for a valuation or appraisal of the Equipment prior to any sale or sales thereof or providing for any right to redeem the Equipment or any part thereof. The receipt by Agent, or by any person authorized under any judicial proceeding to make any such sale, shall be a sufficient discharge to any purchaser of the Equipment, or of any part thereof, sold as aforesaid; and no such purchaser shall be bound to see to the application of such purchase money, or be bound to inquire as to the authorization, necessity or propriety of any such sale. In the event at any such sale the holder or holders of any Note is or are the successful purchaser or purchasers, such holder or holders of said Note shall be entitled, for the purposes of making settlement or payment, to use and apply said Note by crediting thereon the amount apportionable and applicable thereto out of the net proceeds of such sale.

Any notification required by law of intended disposition by Agent of any of the Collateral shall be deemed reasonably and properly given if given at least 10 days before such disposition. Any proceeds of any disposition by Agent of any of the Collateral may be applied by Agent to the payment of expenses in connection with the Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance of such proceeds shall be deposited in the Cash Collateral Account of Company, hereinbefore provided for, and shall be applied as provided in the Credit Agreement, and Company shall continue obligated for all Liabilities remaining unpaid after such application.

7. PERFORMANCE BY AGENT OF OBLIGATIONS OF COMPANY.  
Agent may from time to time, at its option, perform any obligation to be performed by Company hereunder or under the Credit Agreement or any other instrument executed pursuant thereto which Company shall fail to perform and take any other action which Agent deems necessary for the maintenance

or preservation of any of the Collateral or its security interest in the Collateral. All moneys advanced by Agent in connection with the foregoing, together with interest at the rate of 10% per annum (or such lower maximum rate as shall be legal under applicable law), shall be repaid by Company to Agent, upon the latter's demand, and shall be secured hereby prior to any other indebtedness or obligation secured hereby, but the making of any such advance by Agent shall not relieve Company of any default hereunder.

8. MISCELLANEOUS. Agent does not assume any obligation or liability to any lessee under any Lease, and any such assumption is hereby expressly disclaimed; provided, however, that the interest of Agent hereunder is, to the extent hereinabove provided, subordinated and subject to any Lease.

Agent shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as Company requests in writing, but failure of Agent to comply with any such request shall not in itself be deemed a failure to exercise reasonable care, and no failure of Agent to preserve or protect any rights with respect to any Collateral against prior parties or to do any act with respect to the preservation of any Collateral not so requested by Company, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

Any payment to be made by Agent to Company in connection herewith shall be made by crediting such amount to a general deposit account maintained by Company with Agent, unless Company otherwise directs.

Any notice or other communication hereunder to either party shall be in writing and delivered or mailed to it at its address as set forth above with a carbon copy, in the case of Company, to Carroll, Hartigan & Hillery, Ltd., One North LaSalle Street, Chicago, Illinois 60693; provided that either party may by notice to the other designate a changed address for such party. Any such notice, if mailed properly addressed, shall be deemed given on the first banking business day of Agent after mailing in Illinois, postage prepaid, registered or certified mail.

No failure or delay on the part of Agent or any Bank in the exercise of any right or remedy hereunder or under any other instrument or otherwise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if, for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or cases in any particular jurisdiction or jurisdictions or in all jurisdictions or in all cases, such circumstance shall not have the effect of rendering such provision inoperative, unenforceable or invalid in any other jurisdiction or in any other case or of rendering any of the provisions of this Agreement inoperative, unenforceable or invalid.

This Agreement shall be a contract made under and governed by the laws of the State of Illinois.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and, without limiting the foregoing, all rights and powers hereunder or with respect hereto of Agent, or any agent or representative of Agent, may be exercised by any successor or assignee of Agent or any agent or representative of such successor or assignee.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute but one and the same instrument.

Company shall cause this Agreement (and each Security Agreement Supplement executed and delivered by Company from time to time hereunder) to be filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act.

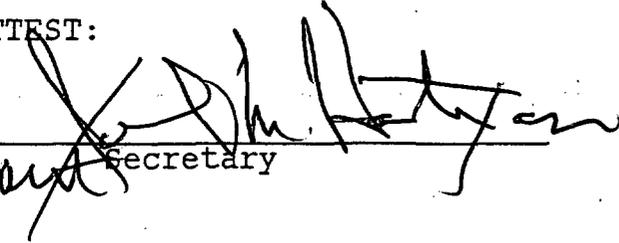
IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

TRANSPORTATION CORPORATION OF  
AMERICA

By   
Its Vice President

(Corporate Seal)

ATTEST:

  
Secretary

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO

By

  
Vice President

ATTEST:

  
Its Banking Officer

(Corporate Seal)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

On this 1st day of OCTOBER, 1979, before me personally appeared STANLEY D. CHRISTIANSEN and OWEN M. HARTIGAN to me personally known, who being by me duly sworn, say that they are, respectively, the VICE President and ASSISTANT Secretary of TRANSPORTATION CORPORATION OF AMERICA, an Illinois corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John S. Reed  
Notary Public

(NOTARIAL SEAL)

My Commission expires June 22, 1983

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

On this 1st day of October, 1979, before me personally appeared William N Termyn and Linda M Hopkins to me personally known, who being by me duly sworn, say that they are, respectively, the Vice President and Banking Officer of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lileen Hudson  
Notary Public

(NOTARIAL SEAL)

My Commission expires October 11, 1982.



SCHEDULE I TO SECURITY AGREEMENT, DATED SEPTEMBER 28, 1979  
 DESCRIPTION OF RAILROAD CARS OWNED BY COMPANY AT SEPTEMBER 28, 1979  
 AND PLEDGED PURSUANT THERETO

| Type of Cars          | Specifications  | No. of Cars | Lessee's Car Numbers<br>(both inclusive) | Unit Base<br>Value | Total Value    | Date Put<br>Into Service | ICC Filing<br>Number  |  |
|-----------------------|-----------------|-------------|--|--------------------|----------------|--------------------------|-----------------------|--|
| AAR-LO Covered Hopper | 100 Ton 4750 CF | 25          | TCAX 60000 Thru TCAX 60024               | \$43,168.60        | \$1,079,215.00 | June, 1979               | 10244                 |  |
| AAR-LO Covered Hopper | 100 Ton 4750 CF | 15          | TCAX 60025 Thru TCAX 60039               | 43,168.60          | 647,529.00     | June, 1979               | 10241                 |  |
| AAR-LO Covered Hopper | 100 Ton 4750 CF | 20          | TCAX 60040 Thru TCAX 60059               | 43,168.60          | 863,372.00     | June & July, 1979        | 10544                 |  |
| AAR-LO Covered Hopper | 100 Ton 4750 CF | 9           | TCAX 60060 Thru TCAX 60068               | 43,168.60          | 388,517.40     | July, 1979               | 10657                 |  |
| AAR-LO Covered Hopper | 100 Ton 4750 CF | 16          | TCAX 60069 Thru TCAX 60084               | 43,168.60          | 690,697.60     | July, 1979               | 10611                 |  |
| AAR-LO Covered Hopper | 100 Ton 4750 CF | 20          | TCAX 60085 Thru TCAX 60104               | 43,168.60          | 863,372.00     | July, 1979               | 10622                 |  |
| AAR-LO Covered Hopper | 100 Ton 4750 CF | 10          | TCAX 60110 Thru TCAX 60119               | 43,168.60          | 431,686.00     | July & Aug. 1979         | 10565                 |  |
| AAR-LO Covered Hopper | 100 Ton 4750 CF | 10          | TCAX 60120 Thru TCAX 60129               | 43,168.60          | 431,686.00     | July & Aug. 1979         | 10571                 |  |
| AAR-LO Covered Hopper | 100 Ton 4750 CF | 8           | TCAX 60130 Thru TCAX 60137               | 43,168.60          | 345,348.80     | Aug. 1979                | 10566                 |  |
| AAR-LO Covered Hopper | 100 Ton 4750 CF | 6           | TCAX 60138 Thru TCAX 60143               | 43,168.60          | 259,011.60     | Aug. 1979                | 10567                 |  |
| AAR-LO Covered Hopper | 100 Ton 4750 CF | 10          | TCAX 60144 Thru TCAX 60153               | 43,168.60          | 431,686.00     | Aug. 1979                | 10569                 |  |
| AAR-LO Covered Hopper | 100 Ton 4750 CF | 1           | TCAX 60154                               | 43,168.60          | 43,168.60      | Aug. 1979                | 10570                 |  |
| AAR-LO Covered Hopper | 100 Ton 4750 CF | 45          | TCAX 60155 Thru TCAX 60199               | 43,168.60          | 1,942,587.00   | Aug. 1979                | 10568                 |  |
| Center Beam Bulkhead  | 100 Ton         | 10          | WP 1401 Thru WP 1410                     | 35,106.80          | 351,068.00     | Nov. 1977                | 9089                  |  |
| Gondolas              | 100 Ton 52' 6"  | 5           | CWP 251 Thru CWP 255                     | 28,434.00          | 142,170.00     | March 1978               | 9288                  |  |
| TOTAL                 |                 |             |  |                    |                |                          |                       |  |
|                       |                 |             |  |                    |                |                          | <u>\$8,911,115.00</u> |  |

TAL  
9/26/79

SCHEDULE II TO SECURITY AGREEMENT, DATED SEPTEMBER 28, 1979  
DESCRIPTION OF LEASES OWNED BY COMPANY AT SEPTEMBER 28, 1979

AND PLEDGED PURSUANT THERETO

| Lessee   | Date of Lease | Expiration Date of Lease | Type of Lease |             | Car Numbers<br>(both inclusive) | No. of Cars | Rent Per Car.<br>Per Month | Company<br>Lease No. | Company<br>Rider No. | ICC Filing<br>Number & Date |
|--|---------------|--------------------------|---------------|-------------|---------------------------------|-------------|----------------------------|----------------------|----------------------|-----------------------------|
|  |               |                          | O-Operating   | F-Financing |                                 |             |                            |                      |                      |                             |
| Simonds, Shields & Thels                         | 3-5-79        | 1984                     | 0             |             | TCAX 60000 Thru TCAX 60024      | 25          | \$477.07                   | 030579               | 03057901             | 10244 4-2-79                |
| Farmers Co-op Association<br>of Stromsburg, NE.  | 2-22-79       | 1984                     | 0             |             | TCAX 60025 Thru TCAX 60039      | 15          | 516.90                     | 022279               | 02227902             | 10241 4-2-79                |
| Perryton Equity Exchange                         | 3-12-79       | 1984                     | 0             |             | TCAX 60040 Thru TCAX 60059      | 20          | 490.00                     | 031279               | 03127901             | 10544 6-27-79               |
| Potter Co-operative Grain Co.                    | 4-2-79        | 1984                     | 0             |             | TCAX 60060 Thru TCAX 60068      | 9           | 516.90                     | 4791                 | 47911                | 10657 7-23-79               |
| Farmers Cooperative Grain<br>& Supply Co.        | 4-2-79        | 1984                     | 0             |             | TCAX 60069 Thru TCAX 60084      | 16          | 516.90                     | 4792                 | 47921                | 10611 7-9-79                |
| Kimball County Grain<br>Cooperative, Inc.        | 4-2-79        | 1984                     | 0             |             | TCAX 60085 Thru TCAX 60104      | 20          | 516.90                     | 4793                 | 47931                | 10622 7-12-79               |
| Farmers Coop Assoc.<br>Elmwood, NE.              | 4-27-79       | 1984                     | 0             |             | TCAX 60110 Thru TCAX 60119      | 10          | 516.90                     | 042579               | 04257901             | 10565 7-2-79                |
| Greenwood Farmers Co-op                          | 4-27-79       | 1984                     | 0             |             | TCAX 60120 Thru TCAX 60129      | 10          | 516.90                     | 042679               | 04267901             | 10571 7-2-79                |
| Farmland Cooperative, Inc.                       | 4-27-79       | 1984                     | 0             |             | TCAX 60130 Thru TCAX 60137      | 8           | 516.90                     | 042779               | 04277901             | 10566 7-2-79                |
| Farmers Co-op Elevator                           | 4-27-79       | 1984                     | 0             |             | TCAX 60138 Thru TCAX 60143      | 6           | 516.90                     | 042879               | 04287901             | 10567 7-2-79                |
| Nehawka Farmers Cooperative                      | 4-27-79       | 1984                     | 0             |             | TCAX 60144 Thru TCAX 60153      | 10          | 516.90                     | 042979               | 04297901             | 10569 7-2-79                |
| Otoe Cooperative Company                         | 4-27-79       | 1984                     | 0             |             | TCAX 60154                      | 1           | 516.90                     | 043079               | 04307901             | 10570 7-2-79                |
| Illinois Grain Corp.                             | 5-1-79        | 1984                     | 0             |             | TCAX 60155 Thru TCAX 60199      | 45          | 495.00                     | 050179               | 05017901             | 10568 7-2-79                |
| The Western Pacific<br>Railroad Company          | 9-15-77       | 1979                     | 0             |             | WP 1401 Thru WP 1410            | 10          | 530.65                     | 91577                | 9157701              | 9089 11-15-77               |
| Chicago, West Pullman &<br>Southern Railroad Co. | 2-15-78       | 1993                     | F             |             | CMP 251 Thru CMP 255            | 5           | 284.00                     | 021578               | N/A                  | 3288 3-20-78                |
| TOTAL  |               |                          |               |             |                                 | 210         |                            |                      |                      |                             |

TAL  
9/26/79

APPENDIX 1

SECURITY AGREEMENT SUPPLEMENT  
NO. \_\_\_\_\_

Security Agreement Supplement ("this Supplement") dated as of \_\_\_\_\_, 19\_\_ from TRANSPORTATION CORPORATION OF AMERICA, an Illinois corporation ("Company"), having its office at 26th and State Streets, Chicago Heights, Illinois 60411, to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Agent"), having its office at 231 South LaSalle Street, Chicago, Illinois 60693, as Agent for itself and others;

W I T N E S S E T H:

Company and Agent have executed and delivered a certain Security Agreement (Chattel Mortgage and Assignment of Rents) dated as of September 28, 1979 (which agreement, together with any amendments which have been made thereto, is hereinafter called the "Security Agreement") as security for certain loans made by various commercial banking institutions ("Banks"), including Agent, to Company under that certain Credit Agreement (and, if amended, all amendments thereto) dated as of September 28, 1979 (the "Credit Agreement") among Company, Agent and Banks.

The Security Agreement was filed and recorded with the Interstate Commerce Commission under Section 20c of the Interstate Commerce Act on \_\_\_\_\_, 1979 as Document No. \_\_\_\_\_. The following Security Agreement Supplement(s) (substantially in the form of this Supplement) were filed and recorded with the Interstate Commerce Commission as follows:\*/

| <u>Supplement<br/>No.</u> | <u>Date of<br/>Supplement</u> | <u>Date of<br/>ICC Filing</u> | <u>ICC<br/>Filing Number</u> |
|---------------------------|-------------------------------|-------------------------------|------------------------------|
|---------------------------|-------------------------------|-------------------------------|------------------------------|

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\*/ This sentence and the related table of filings may be omitted in Supplement No. 1.

Company has assigned and granted to Agent on behalf of the Banks under the Security Agreement a security interest in and to (i) certain equipment therein described, including the equipment described in Schedule I annexed hereto (the "Supplement Equipment") and (ii) certain leases therein described, including the leases of such Security Equipment described in Schedule II hereto (the "Supplement Leases").

NOW, THEREFORE, in consideration of the premises, Company does hereby agree as follows:

Company has, in and by the Security Agreement, mortgaged, transferred and assigned to Agent on behalf of the Banks, and granted to Agent on behalf of the Banks a security interest in and to the Supplement Equipment described in Schedule I annexed hereto and the Supplement Leases described in Schedule II hereto. This Supplement evidences and confirms the subjection of such Supplement Equipment and Supplement Leases to the security interest created by the Security Agreement and secures the punctual payment of the principal of, and interest on the promissory notes of Company evidencing loans under the Credit Agreement and the performance and observance by Company of all of its agreements herein and in the Security Agreement and Credit Agreement contained. To the extent, if any, that the Security Agreement may not be effective in mortgaging and granting a security interest to Agent on behalf of the Banks in such Supplement Equipment and such Supplement Leases, Company does by this Supplement hereby mortgage, transfer, and assign to Agent on behalf of the Banks, and grant unto Agent on behalf of the Banks a security interest in, the Supplement Equipment described in Schedule I hereto and the Supplement Leases described in Schedule II hereto, all upon the terms set forth in the Security Agreement.

IN WITNESS WHEREOF, Company has, by its indicated officer thereunto duly authorized, caused this Security Agreement Supplement to be executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

TRANSPORTATION CORPORATION OF AMERICA

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Its \_\_\_\_\_

