



SECURITY AGREEMENT

(EQUIPMENT, CONSUMER GOODS, FIXTURES)

DATE June 30, 1975

NAME	ROCHESTER INDEPENDENT PACKER, INC.		NO. AND STREET	11 Independence St.	
CITY	ROCHESTER	COUNTY	MONROE	STATE	NEW YORK 14611 (the Debtor) and
BANK NAME	MARINE MIDLAND BANK - ROCHESTER		OFFICE	Main	
OFFICE ADDRESS	CITY	STATE	One Marine Midland Plaza Rochester, New York 14639 (the Secured Party)		

agree as follows:

1. Security Interest.

(a) Debtor hereby grants to Secured Party a security interest (the Security Interest) in the following described Goods, in all increases, parts, accessories, attachments, special tools, additions and accessions thereto and in all Proceeds thereof in any form (the Collateral):

- Used "Livestock Freight Cars", measuring approximately 85 feet in length, double decked, with the following identification numbers:

AL PX-85
 AL PX-88
 AL PX-93

RECORDATION NO. 7993 Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

(b) If marked here , the Collateral also includes all other Goods of the same class or classes, hereafter owned or acquired by Debtor, in all increases, parts, accessories, attachments, special tools, additions and accessions thereto and in all Proceeds thereof in any form.

2. **Indebtedness Secured.** The Security Interest secures payment of any and all indebtedness of Debtor to Secured Party, whether now existing or hereafter incurred, of every kind and character, direct or indirect, and whether such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred, including, without limitation, any sums advanced by Secured Party for taxes, assessments, insurance and other charges and expenses as hereinafter provided (the Indebtedness).

3. **Representations and Warranties of Debtor.** Debtor represents and warrants and, so long as any Indebtedness remains unpaid, shall be deemed continuously to represent and warrant that: (a) Debtor is the owner of the Collateral free of all security interests or other encumbrances, except the Security Interest; (b) Debtor is authorized to enter into this Security Agreement; (c) the Collateral is used or bought for use primarily for the purpose marked below:

- Business operations and the Debtor's business is carried on in the county specified above;
- Personal, family or household purposes and the address specified above is Debtor's residence;

and (d) if the Collateral is or will be a fixture, it will be affixed: (i) to real property at Debtor's address specified at the beginning of this

Security Agreement or located at NOT, NOR WILL BE A FIXTURE; and (ii) such real property is owned by Debtor or is owned by NOT, NOR WILL BE A FIXTURE

4. Covenants of Debtor.

So long as any Indebtedness remains unpaid, Debtor: (a) will defend the Collateral against the claims and demands of all other parties; will keep the Collateral free from all security interests or other encumbrances, except the Security Interest; and will not sell, transfer, lease, or otherwise dispose of any Collateral or any interest therein without the prior written consent of Secured Party; (b) will keep the Collateral in New York State; will notify Secured Party promptly in writing of any change in Debtor's address, specified above; and will permit Secured Party or its agents to inspect the Collateral; (c) will keep the Collateral in good condition and repair; and will not use the Collateral in violation of any provisions of this Security Agreement, of any applicable statute, regulation or ordinance or of any policy insuring the Collateral; (d) in connection herewith, will execute and deliver to Secured Party such financing statements and other documents, pay all costs of title searches and filing financing statements and other documents in all public offices requested by Secured Party, and do such other things as Secured Party may request; (e) will pay all taxes, assessments and other charges of every nature which may be levied or assessed against the Collateral; will insure the Collateral against risks, and in coverage, form and amount, satisfactory to Secured Party, and, at Secured Party's request, will deliver each policy or certificate of insurance therefor to Secured Party; (f) will prevent the Collateral or any part thereof from being or becoming an accession to other goods not covered by this Security Agreement; and (g) if the Collateral is not a fixture, will prevent the Collateral or any part thereof from being or becoming a fixture.

5. Default.

(a) Any of the following events or conditions shall constitute an event of default hereunder: (i) nonpayment when due, whether by acceleration or otherwise, of principal of or interest on any Indebtedness, or default by Debtor in the performance of any obligation, term or condition of this Security Agreement or any other agreement between Debtor and Secured Party; (ii) nonpayment when due of any tax imposed on Debtor or on any of Debtor's assets; (iii) death or judicial declaration of incompetency of Debtor, if an individual; (iv) the filing by or against Debtor of a petition for adjudication as a bankrupt; the filing by or against Debtor (if a corporation) of a petition for reorganization under Chapter X of the Bankruptcy Act or any similar statute; or the filing by Debtor of a petition for an arrangement under Chapter XI of the Bankruptcy Act or any similar statute; (v) the making of any general assignment by Debtor for the benefit of creditors; the appointment of a receiver or trustee for Debtor or for any of Debtor's assets; or the

Institution by or against Debtor of any other type of insolvency proceeding (under the Bankruptcy Act or otherwise) or of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of, Debtor; (vi) the occurrence of any event described in paragraph 5 (a) (iii), (iv) or (v) hereof with respect to any indorser or guarantor, or any other party liable for payment, of any indebtedness; or (vii) if any certificate, statement, representation, warranty or audit heretofore, or hereafter furnished by or on behalf of Debtor or any indorser or guarantor, or any other party liable for payment, of any indebtedness, pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, representations and warranties contained herein) or as an inducement to Secured Party to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or to have omitted any substantial contingent or unliquidated liability or claim against Debtor or any such indorser, guarantor or other party; or if upon the date of execution of this Security Agreement, there shall have been any materially adverse change in any of the facts disclosed by any such certificate, statement, representation, warranty or audit, which change shall not have been disclosed to Secured Party at or prior to the time of such execution.

(b) Secured Party, at its sole election, may declare all or any part of any indebtedness not payable on demand to be immediately due and payable without demand or notice of any kind upon the happening of any event of default, or if Secured Party in good faith believes that the prospect of payment of all or any part of the indebtedness or performance of Debtor's obligations under this Security Agreement or any other agreement now or hereafter in effect between Debtor and Secured Party is impaired. The provisions of this paragraph are not intended in any way to affect any rights of Secured Party with respect to any indebtedness which may now or hereafter be payable on demand.

(c) Upon the happening of any event of default, Secured Party's rights and remedies with respect to the Collateral shall be those of a Secured Party under the Uniform Commercial Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and Secured Party.

(d) Without in any way requiring notice to be given in the following manner, Debtor agrees that any notice by Secured Party of sale, disposition or other intended action hereunder or in connection herewith, whether required by the Uniform Commercial Code or otherwise, shall constitute reasonable notice to Debtor if such notice is mailed by regular or certified mail, postage prepaid, at least five (5) days prior to such action, to Debtor's address specified above or to any other address which Debtor has specified in writing to Secured Party as the address to which notices hereunder shall be given to Debtor.

(e) Debtor agrees to pay all costs and expenses incurred by Secured Party in enforcing this Security Agreement, in realizing upon any Collateral and in enforcing and collecting any indebtedness, including, without limitation, if Secured Party retains counsel for any such purpose, an attorney's fee of 20% of the indebtedness.

6. Miscellaneous.

(a) Debtor hereby authorizes Secured Party, at Debtor's expense, to file such financing statement or statements relating to the Collateral without Debtor's signature thereon as Secured Party at its option may deem appropriate, and appoints Secured Party as Debtor's attorney-in-fact (without requiring Secured Party) to execute any such financing statement or statements in Debtor's name and to perform all other acts which Secured Party deems appropriate to perfect and continue the Security Interest and to protect and preserve the Collateral.

(b) (i) As further security for payment of the indebtedness, Debtor hereby grants to Secured Party a Security Interest in and lien on any and all property of Debtor which is or may hereafter be in Secured Party's possession in any capacity, including, without limitation, all moneys owed or to be owed by Secured Party to Debtor; and with respect to all of such property, Secured Party shall have the same rights hereunder as it has with respect to the Collateral. (ii) Without limiting any other right of Secured Party, whenever Secured Party has the right to declare any indebtedness to be immediately due and payable (whether or not it has so declared), Secured Party at its sole election may set off against the indebtedness any and all moneys then owed to Debtor by Secured Party in any capacity, whether or not due, and Secured Party shall be deemed to have exercised such right of setoff immediately at the time of such election even though any charge therefor is made or entered on Secured Party's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, Secured Party may, but shall not be obligated to, perform any or all such duties, and Debtor shall pay an amount equal to the expense thereof to Secured Party forthwith upon written demand by Secured Party.

(d) No delay or omission by Secured Party in exercising any right or remedy hereunder or with respect to any indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Secured Party may remedy any default by Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of Secured Party hereunder are cumulative.

(e) Secured Party shall have no obligation to take, and Debtor shall have the sole responsibility for taking, any and all steps to preserve rights against any and all prior parties to any Instrument or Chattel Paper in Secured Party's possession as Proceeds in connection with this Security Agreement. Debtor waives protest of any Instrument constituting Collateral at any time held by Secured Party on which Debtor is in any way liable and waives notice of any other action taken by Secured Party.

(f) The rights and benefits of Secured Party hereunder shall, if Secured Party so agrees, inure to any party acquiring any interest in the indebtedness or any part thereof.

(g) Secured Party and Debtor as used herein shall include the heirs, executors or administrators, or successors or assigns, of those parties.

(h) If more than one Debtor executes this Security Agreement, the term "Debtor" shall include each as well as all of them and their obligations, warranties and representations hereunder shall be joint and several.

(i) No modification, rescission, waiver, release or amendment of any provision of this Security Agreement shall be made except by a written agreement subscribed by Debtor and by a duly authorized officer of Secured Party.

(j) This Security Agreement and the transaction evidenced hereby shall be construed under the laws of New York State, as the same may from time to time be in effect, including, without limitation, the Uniform Commercial Code.

(k) This Security Agreement is and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager of Secured Party's Office specified at the beginning of this Security Agreement shall actually receive written notice of its discontinuance; and shall remain in full force and effect thereafter until all of the indebtedness contracted for or created before the receipt of such notice by Secured Party, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

STATE OF: New York COUNTY OF: Monroe ss: DEBTOR: ROCHESTER INDEPENDENT PACKER, INC.

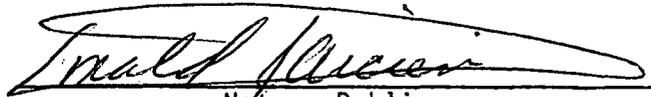
this 30 day of June, 1975, before me personally appeared William Hurvitz, to me personally known by: William Hurvitz who being by me duly sworn, says that he is the Secretary & Treasurer of ROCHESTER INDEPENDENT PACKER, INC., that this instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires _____

Donald J. Amern
Notary Public, State of New York
Qualified in Monroe County, N.Y.
My Commission Expires March 30, 1977

TRUE COPY CERTIFICATE

I have compared the attached copy of a Security Agreement dated June 30, 1975 given by ROCHESTER INDEPENDENT PACKER, INC. (debtor) to MARINE MIDLAND BANK-ROCHESTER (the secured party), including dates, signatures and acknowledgments, with the original document, and it is a true and correct copy in all respects.


Notary Public

My commission expires _____

DONALD J. ARCIERI
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires March 30, 1977