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INTERSTATE COMMERCE COMMISSION
ADDENDUM ONE TO UCC SECURITY AGREEMENT - INVENTORY

This amendment is part of the UCC Security Agreement - Inventory dated MARCH 1, 1985 between Inman Service Company, Inc. (Dealer) and Westinghouse Credit Corporation (Secured Party) and is incorporated therein by reference.

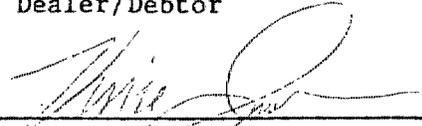
- 1) It is contemplated that WCC will make advances to or on behalf of Dealer for a period of 9 months from February 8, 1985 in an aggregate amount up to \$500,000.00, with each advance to be evidenced by a Promissory Note from Dealer to Secured Party in the form of Exhibit B hereto.
- 2) The collateral under this Security Agreement shall secure payment of all indebtedness of Dealer to Secured Party of whatsoever kind or nature, due or to become due, absolute or contingent, now existing or hereafter created; including but not limited to principal, interest, and future advances made by Secured Party to Dealer as evidenced by each of said Promissory Notes, together with a certain Promissory Note dated MARCH 1, 1985 in the amount of \$600,000.00 from Dealer to Secured Party, expenses, costs, and fees, including reasonable attorney's fees, paid or incurred by Secured Party in connection with the collection of any indebtedness or the creation, perfection, maintenance, preservation, taking possession, realization upon disposition or enforcement of any collateral whether under this Security Agreement or otherwise.
- 3) Advances under this Agreement will be made by Secured Party only when Dealer has a signed rental contract for inventory to be leased or a purchase order and sale contract from a customer of Dealer for the inventory to be purchased. Advances (including the outstanding principal balance and all accrued and unpaid interest and late charges) based on purchase orders and sales contracts will be repaid when the inventory is sold. Secured Party will require an assignment of the lease/rental contract or the purchase order/sales contract.
- 4) Advances under this Agreement will be based on an amount equal to 100% of the actual cost of the inventory plus the actual amount spent for parts and labor to rebuild the inventory, as evidenced by invoices and records furnished by Dealer. However, in no event will the advance exceed 100% of the first twelve monthly rentals as reflected in the lease agreement in which Dealer is the lessor with respect to such inventory plus an amount equal to 30% of the lower of the appraised values of the inventory as determined by Royal Equipment Company, Inc., Houston, Texas and Apollo Machinery Company, Woodlands, Texas.

- 5) Dealer will assign to Secured Party the Locomotive Lease for each inventory to be funded and will provide the necessary documentation to perfect such assignment. The Lease and all other documentation must be satisfactory to Secured Party. However, notwithstanding anything to the contrary, Secured Party will only assume all of Dealer/Lessor's rights under the Lease, including direct collection, but none of Dealer's obligations or duties, and Dealer will indemnify and hold Secured Party harmless from any claim relating to said obligations and duties.
- 6) Dealer will promptly notify Secured Party of any change in the location of each item of inventory that differs from the location specified in the Locomotive Lease. Dealer will further provide whatever documents may be required to maintain Secured Party's security interest.
- 7) Dealer is the owner of the collateral free from any prior lien, security interest, or encumbrance except for the rights of the Secured Party and the rights of lessees under leases approved by Secured Party, and Dealer will defend the collateral against all claims and demands of any and all persons at any time claiming the same or any interest therein.
- 8) Upon happening of any of the following events or conditions: (a) default in the payment or performance of any of the obligations or of any covenant or liability contained or referred to in any note or notes evidencing any of the obligations secured hereunder; (b) loss, theft, destruction, sale or encumbrance of or to the inventory; (c) dissolution, termination of existence, involency, business failure, appointment or a receiver of any party of the property of, ~~assignment~~ assignment for the benefit of creditors by or the commencement of any proceedings under any bankruptcy or involency laws by or against Dealer; (d) any default under the terms hereunder; or (e) if for reasonable cause, Secured Party deems itself insecure, Secured Party may, at its election, declare the entire amount of the indebtedness then outstanding due and payable at once and Secured Party shall have the rights and remedies of a secured party under applicable law and in equity, including the right to enter any premises of the Dealer, without legal process and take possession of and remove the inventory. Dealer agrees, upon request of the Secured Party, to assemble the inventory, and to make it available at the place designated by Secured Party. Any requirement of reasonable notice of any disposition of the inventory shall be satisfied if such notice is mailed to the address of the Dealer shown in this Agreement at least ten days before the time of such disposition.

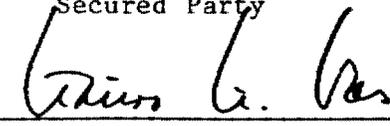
No waiver by Secured Party of any default shall be effective unless in writing nor shall operate as a waiver of any other default or of the same default on a subsequent occasion.

No modification of this Agreement shall be valid unless confirmed in writing by a representative of the Secured Party who has actual authority to approve such modification.

INMAN SERVICE COMPANY, INC.
Dealer/Debtor

By 
Executive Vice Pres.

WESTINGHOUSE CREDIT CORPORATION
Secured Party

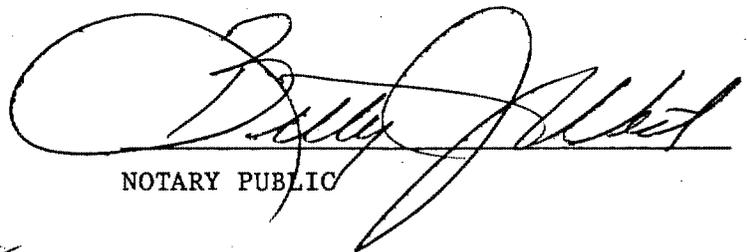
By 

State of: Texas)

County of: Harris) SS:

On this 1st day of March, 1985, before me personally appeared, Lease Johnson, to me personally known, who being by me duly sworn, says the (s) he is the Executive Vice President of Johnson Seals, Inc., that the seal affixed to the attached 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 (s) he acknowledged that the execution of the attached instrument was the free act and deed of said corporation.

(SEAL)



NOTARY PUBLIC

MY COMMISSION EXPIRES: 2/15/88

State of Texas)
) SS:
County of Dallas)

On this 1st day of March 1985, before me personally appeared, Arthur G. Abello, to me personally known, who being by me duly sworn, says that he is the Division Credit Manager of Westinghouse Credit Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the executives of the attached instrument was the free act and deed of said corporation.

Sara Broughton

Notary Public

My commission expires: 2/16/87