



13386 Amarillo National Bank

RECORDATION NO. 13386 FILED 1425

GEORGE SPRINGER
ASSISTANT VICE PRESIDENT

DEC 29 1981 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Secretary
Washington, D. C. 20423

December 21, 1981

13386
RECORDATION NO. 13386 FILED 1425

1-363A146

DEC 29 1981 - 2 30 PM

No.

Date ... DEC. 29 1981 ...

Fee \$... 7.00 ...

ICC Washington, D. C.

Dear Sirs,

The intent of this letter is to act as a transmittal requesting recording of the following documents.

1. Security Agreement dated 12-21-81 between Amarillo National Bank and Eafin Leasing Company.
2. Security Agreement and First Priority Lien between ACF Industries, Incorporated and Eafin Leasing Company.
3. Assignment of Contract Rights Agreement between Amarillo National Bank and Eafin Leasing Company.

The Vendor is ACF Industries, Incorporated, 750 Third Avenue, New York, New York, 10017.

The Purchaser is Eafin Leasing Company, 1701 American National Bank Building, Amarillo, Texas 79101. The Mortgager is Amarillo National Bank, P. O. Box 1611, Amarillo, Texas 79181.

The appropriate fees required for these filings are herein enclosed with the originals and two certified copies of each document thereof included.

Sincerely,

George Springer
Assistant Vice President

GS/ct

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8000

Interstate Commerce Commission
Washington, D.C. 20423

12/30/81

OFFICE OF THE SECRETARY

Mr. George Springer
Assist. Vice President
Amarillo National Bank
P.O.Box 1611
Amarillo, Texas 79181

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 **12/29/81** at **2:50pm**, and assigned re-recording number(s). **13386 & 13386-A**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

SECURITY AGREEMENT

Date December 21, 1981 13386 RECORDATION NO. Filed 1475

FRB-DALLAS C-10 Rev. 4-74 Texas Only

A. PARTIES

DEC 29 1981 2 50 PM

- 1. Debtor Eafin Leasing Company, a Texas Corporation
Check one: [] individual [] partnership [x] corporation [] other
2. Address: 1701 American National Bank Building, Amarillo INTERSTATE COMMERCE COMMISSION
3. Bank: Amarillo National Bank
4. Address: P.O. Box 1611, Amarillo, Texas 79181

B. AGREEMENT

Subject to the applicable terms of this security agreement, debtor grants to bank a security interest in the collateral to secure the payment of the obligation.

C. OBLIGATION

- 1. The following is the obligation secured by this agreement:
a. All past, present, and future advances, of whatever type, by bank to debtor, and extensions and renewals thereof.
b. All existing and future liabilities, of whatever type, of debtor to bank, and including (but not limited to) liability for overdrafts and as indorser and surety.
c. All costs incurred by bank to obtain, preserve, and enforce this security interest, collect the obligation, and maintain and preserve the collateral, and including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, feed, rent, storage costs, and expenses of sale.
d. Interest on the above amounts, as agreed between bank and debtor, or if no such agreement, at the maximum rate permitted by law.
2. List notes included in the obligation as of the date of this agreement (show date and amount):
Revolving Credit Promissory Note dated December 21, 1981 with stated amount \$6,426,255.00

D. COLLATERAL

- 1. The security interest is granted in the following collateral:
a. Describe the collateral and, as applicable, check boxes and provide information indicated in Item D.1.b. (If debtor's residence is outside the state: give location of consumer goods, farm products, and farm equipment, and if collateral includes accounts arising from the sale of farm products, give location of products sold.)
1. Assignment of the Rail Car Agreement Amendment #1 of December 4, 1981 by and between Earth Fuel Corporation and AFC Industries Inc.
2. Assignment of security agreement and first priority lien of even date herewith covering the rail cars described in said December 4, 1981 Agreement.
b. 1. [] The above described crops are growing on or are to be grown on:
2. [] The above goods are to become fixtures on:
3. [] The above timber is standing on:
4. [] The above minerals or the like (including oil and gas) or accounts will be financed at the well head or mine head of the well or mine located on:
c. If b.2, b.3, or b.4, above, is checked, this security agreement is to be filed for record in the real estate records. (The description of the real estate must be sufficiently specific as to give constructive notice of a mortgage on the realty.)
[] The debtor does not have an interest of record; the name of a record owner is
d. All substitutes and replacements for, accessions, attachments, and other additions to, and tools, parts, and equipment used in connection with, the above property; and the increase and unborn young of animals and poultry.
e. All property similar to the above hereafter acquired by debtor.
2. Classify goods under one or more of the following Uniform Commercial Code categories:
[] Consumer goods [] Equipment (farm use) [] Inventory
[x] Equipment (business use) [] Farm products
3. [x] If this block is checked, this is a purchase money security interest, and debtor will use funds advanced to purchase the collateral, or bank may disburse funds direct to the seller of the collateral, and to purchase insurance on the collateral.
4. If any of the collateral is accounts, give the location of the office where the records concerning them are kept (if other than debtor's address in Item A.2.)
5. If this security agreement is to be filed as a financing statement, check this block [] if products are covered for financing statement purposes. Coverage of products for financing statement purposes is not to be construed as giving debtor any additional rights with respect to the collateral, and debtor is not authorized to sell, lease, otherwise transfer, furnish under contracts of service, manufacture, process, or assemble the collateral except in accordance with the provisions on the back of this security agreement.
Additional terms on back.

BANK, By: Signature George Springer
Typed Name and Title AMARILLO NATIONAL BANK George Springer, Asst. Vice Pres.

DEBTOR, By: Signature Ernest R. Finney, Jr.
Typed Name and Title EAFIN LEASING COMPANY Ernest R. Finney, Jr., President

If this Security Agreement is to be filed as a financing statement, Bank must sign.

E. AGREEMENTS OF DEBTOR

1. Debtor will: take adequate care of the collateral; insure the collateral for such hazards and in such amounts as bank directs, policies to be satisfactory to bank; pay all costs necessary to obtain, preserve, and enforce this security interest, collect the obligation, and preserve the collateral, and including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, feed, rent, storage costs, and expenses of sale; furnish bank with any information on the collateral requested by bank; allow bank to inspect the collateral, and inspect and copy all records relating to the collateral and the obligation; sign any papers furnished by bank which are necessary to obtain and maintain this security interest; assist bank in complying with the Federal Assignment of Claims Act, where necessary to enable bank to become an assignee under such Act; take necessary steps to preserve the liability of account debtors, obligors, and secondary parties whose obligations are part of the collateral; transfer possession of all instruments, documents, and chattel paper which are part of the collateral to bank immediately, or as to those hereafter acquired, immediately following acquisition; perfect a security interest (using a method satisfactory to bank) in goods covered by chattel paper which is part of the collateral; notify bank of any change occurring in or to the collateral, or in any fact or circumstance warranted or represented by debtor in this agreement or furnished to bank, or if any event of default occurs.
2. Debtor will not (without bank's consent): remove the collateral from the locations specified herein; allow the collateral to become an accession to other goods; sell, lease, otherwise transfer, manufacture, process, assemble, or furnish under contracts of service, the collateral, except goods identified herein as inventory; allow the collateral to be affixed to real estate, except goods identified herein as fixtures.
3. Debtor warrants: no financing statement has been filed with respect to the collateral, other than relating to this security interest; debtor is absolute owner of the collateral, and it is not encumbered other than by this security interest (and the same will be true of collateral acquired hereafter when acquired); none of the collateral is affixed to real estate or an accession to other goods, nor will collateral acquired hereafter be affixed to real estate or an accession to other goods when acquired, unless debtor has furnished bank the consents or disclaimers necessary to make this security interest valid against persons holding interests in the real estate or other goods; all account debtors and obligors, whose obligations are part of the collateral, are to the extent permitted by law prevented from asserting against bank any claims or defenses they have against sellers, or can be so prevented by bank taking action provided by law for such purposes.

F. RIGHTS OF BANK

Bank may, in its discretion, before or after default: terminate, on notice to debtor, debtor's authority to sell, lease, otherwise transfer, manufacture, process or assemble, or furnish under contracts of service, inventory collateral, or any other collateral as to which such permission has been given; require debtor to give possession or control of the collateral to bank; indorse as debtor's agent any instruments or chattel paper in the collateral; notify account debtors and obligors on instruments to make payment direct to bank; contact account debtors directly to verify information furnished by debtor; take control of proceeds and use cash proceeds to reduce any part of the obligation; take any action debtor is required to take or otherwise necessary to obtain, preserve, and enforce this security interest, and maintain and preserve the collateral, without notice to debtor, and add costs of same to the obligation (but bank is under no duty to take any such action); release collateral in its possession to debtor, temporarily or otherwise; require additional collateral; reject as unsatisfactory any property hereafter offered by debtor as collateral; set standards, from time to time, to govern what may be used as after-acquired collateral; designate, from time to time, a certain percent of the collateral as the loan value and require debtor to maintain the obligation at or below such figure; take control of funds generated by the collateral, such as dividends, interest, and proceeds or refunds from insurance, and use same to reduce any part of the obligation; vote any stock which is part of the collateral, and exercise all other rights which an owner of such stock may exercise; waive any of its rights hereunder without such waiver prohibiting the later exercise of the same or similar rights; revoke any permission or waiver previously granted to debtor.

G. MISCELLANEOUS

The rights and privileges of bank shall inure to its successors and assigns. All representations, warranties, and agreements of debtor are joint and several if debtor is more than one and shall bind debtor's personal representatives, heirs, successors, and assigns. Definitions in the Uniform Commercial Code apply to words and phrases in this agreement; if Code definitions conflict, Article 9 definitions apply. Debtor waives presentment, demand, notice of dishonor, protest, and extension of time without notice as to any instruments and chattel paper in the collateral. Notice mailed to debtor's address in Item A2, or to debtor's most recent changed address on file with bank, at least five (5) days prior to the related action (or, if the Uniform Commercial Code specifies a longer period, such longer period prior to the related action), shall be deemed reasonable.

H. DEFAULT

1. Any of the following is an event of default: failure of debtor to pay any note in the obligation in accordance with its terms, or any other liability in the obligation on demand, or to perform any act or duty required by this agreement; falsity of any warranty or representation in this agreement when made; substantial change in any fact warranted or represented in this agreement; involvement of debtor in bankruptcy or insolvency proceedings; death, dissolution, or other termination of debtor's existence; merger or consolidation of debtor with another; substantial loss, theft, destruction, sale, reduction in value, encumbrance of, damage to, or change in the collateral; modification of any contract, the rights to which are part of the collateral; levy on, seizure, or attachment of the collateral; judgment against debtor; filing any financing statement with regard to the collateral, other than relating to this security interest; bank's belief that the prospect of payment of any part of the obligation, or the performance of any part of this agreement, is impaired.
2. When an event of default occurs, the entire obligation becomes immediately due and payable at bank's option without notice to debtor, and bank may proceed to enforce payment of same and exercise any and all of the rights and remedies available to a secured party under the Uniform Commercial Code as well as all other rights and remedies. When debtor is in default, debtor, upon demand by bank, shall assemble the collateral and make it available to bank at a place reasonably convenient to both parties. Debtor is entitled to any surplus and shall be liable to bank for any deficiency, arising from accounts or chattel paper included in the collateral through sale thereof to bank.

I. FIRST AND PRIOR LIEN

This security interest grants to bank a first and prior lien to secure the payment of the notes listed herein, and extensions and renewals thereof. If bank disposes of the collateral following default, the proceeds of such disposition available to satisfy the indebtedness shall be applied first to the notes herein, and renewals and extensions thereof, in the order of execution, and thereafter to all remaining indebtedness secured hereby, in the order in which such remaining indebtedness was executed or contracted. For the purpose of this paragraph, an extended or renewed note will be considered executed on the date of the original note.

