

February 14, 1983

No. 3-049A071

Date FEB 18 1983

Fee \$ 50.00

13974

RECORDATION NO. File # 1425

ICC Washington, D. C. FEB 18 1983 - 10 15 AM

ATTN: Mildred Lee

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th Street & Constitution Avenue
Room 2303
Washington, D. C. 20423

Dear Ms. Lee:

We enclose herewith for filing the original note copy and three copies of a Security Agreements from Eastern Collieries, Inc., 1901 N. Naper Blvd.; Naperville, Illinois, 60566; debtor to the Bank of Naperville, 503 N. Washington Street, Naperville, Illinois 60566, secured party covering:

Thirty (30) Richmond 1977 general purpose, 100 ton
23,500 gallon capacity, coiled and insulated railroad
tank cars, serial numbers as follows:

RTMX 12150, RTMX 12159, RTMX 12174, RTMX 12175, RTMX 12190,
and RTMX 12251 thru RTMX 12275;

together with all rights of Debtor in and to any and all lease or rental agreements covering such equipment.

We enclose a check in the amount of \$50.00 for the filing fee.

The original document should be returned to James C. McIlrath, Vice President, the Bank of Naperville, 503 N. Washington Street, Naperville, Illinois , 60566.

Respectfully

James C. McIlrath
James C. McIlrath
Vice President
Consumer Loan Dept.

FEB 19 10 15 AM '83
FEE COLLECTION BR.

JCM:cn

cc: File

Interstate Commerce Commission
Washington, D.C. 20423

2/18/83

OFFICE OF THE SECRETARY

James C. McIlrath
Vice President
Bank Of Naperville
Washington, Street at Fifth Ave,
Naperville, Illinois 60566

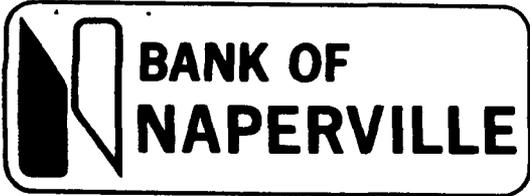
Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **2/18/83** at **10:15am** , and assigned re-
recording number(s). **13974**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)



WASHINGTON STREET AT FIFTH AVENUE • NAPERVILLE, ILLINOIS 60566 • [312] 420-3500

February 18, 1983

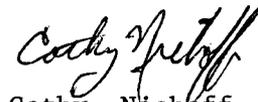
Mildred Lee
Interstate Commerce Commission
12th Street & Constitution Ave. N.W.
Washington, D.C. 20423

Ms. Lee:

Per your phone request, enclosed please find the necessary notary seal to be attached to all the necessary copies, for recording purposes.

Thank you.

Very truly yours,


Cathy Niehoff



SECURITY AGREEMENT

503 North Washington Street • Naperville, Illinois 60566 • (312) 420-3500

February 14, 1983

1. EASTERN COLLIERIES, INC. (Name(s)) REGISTRATION NO. 13974

whose principal place of business is 1901 N. Naper Blvd. Naperville IL 60566 (Address) FEB 18 1983 - 9 15 AM (City) INTERSTATE COMMERCE COMMISSION (State)

(herein called "Debtor"), in consideration of a loan made by BANK OF NAPERVILLE, the Secured Party (herein the "Bank"), does hereby, to secure payment of said loan and any and all other liabilities and obligations of Debtor to Bank, howsoever created, arising or evidenced, and howsoever owned, held or acquired, whether now or hereafter existing, whether now due or to become due, whether direct or indirect, or absolute or contingent, and whether several, joint or joint and several (all of which liabilities and obligations are hereinafter called the "Liabilities"), pledge, assign, transfer and deliver to Bank and does hereby grant to Bank a continuing security interest in and to any property of Debtor of any kind or description, tangible or intangible, including, but not limited to, (1) cash, negotiable instruments, documents of title, chattel paper, securities, certificates of deposit, deposit accounts, interest or dividends thereon, other cash equivalents and all other property of whatever description of Debtor, whether now existing or hereafter acquired, and now or hereafter in transit to, or in the possession or control of or assigned to Bank, and the products and proceeds thereof; and (2) the following additional property of the Debtor, whether now existing or hereafter acquired, and wherever now or hereafter located, and the products and proceeds thereof:

(a) all of Debtor's accounts, instruments, drafts, acceptances, and other forms of receivables (including chattel paper) and all rights of the Debtor earned or to be earned under any and all contracts to sell or lease goods or render services, including but not limited to any accounts, instruments, drafts, acceptances, leases, claims, contracts or contract rights which now or hereafter will belong to Debtor for goods sold or leased by it or for services rendered by it, together with all guaranties thereof and securities therefor, and all right, title and interest of Debtor in and to the merchandise which gave rise thereto, including the right of stoppage in transit, and the proceeds of the foregoing;

(b) all of the Debtor's now owned and hereafter acquired inventory, consisting of raw materials, work in process and finished goods, including, but not limited to

and the containers, packing, shipping and similar materials held in stock by Debtor for resale, and all of the contract rights and accounts pertaining thereto and all proceeds of any sale or disposition of the foregoing;

(c) all of Debtor's now owned and hereafter acquired machinery and equipment including but not limited to all motor vehicles, office equipment, furniture, fixtures and

(d) the beneficial interest in Trust No. dated , 19 , of

See Exhibit "A"

(e) the following marketable securities:

(Specify machinery and equipment owned by Debtor)

and the proceeds of any sale or disposition of the foregoing, including without limitation the proceeds of insurance;

Debtor also gives as additional security:

(f) a (first) (second) real estate mortgage (trust deed) on the following-described parcel(s) of real estate:

2. All of the aforesaid personal property and the products and proceeds thereof are herein individually and collectively called the "Collateral." The terms used herein to identify the Collateral shall have the same meanings as are assigned to such terms as of the date hereof in the Illinois Uniform Commercial Code.

3. Debtor shall, at Bank's request, at any time and from time to time, execute and deliver to Bank such financing statements and other documents and do such acts as Bank may deem necessary in order to establish and maintain a valid, attached and perfected security interest in the Collateral in favor of Bank, free and clear of all liens, claims and rights of third parties whatsoever. Debtor hereby irrevocably appoints any officer of Bank (designated by Bank for such purpose) its attorney-in-fact, in Debtor's name, place and stead, to execute such financing statements and other documents and to do such other acts as Bank may require to perfect and preserve the Bank's security interest in, and to enforce such interest in, the Collateral, hereby ratifying and confirming all that said attorney-in-fact may do or cause to be done by virtue hereof.

4. Debtor agrees to deliver to Bank forthwith upon its demand, such other collateral as Bank may request from time to time should the value of the Collateral decline, deteriorate, depreciate or become impaired, or should Bank deem itself insecure for any reason whatsoever, including, but not limited to, a change in the financial condition of Debtor, or any other party liable with respect to the Liabilities, and does hereby grant to Bank a continuing security interest in such other Collateral, which, when pledged, assigned and transferred to Bank shall be and become part of the Collateral.

5. The Bank's security interests in each of the items of Collateral shall be valid, complete and perfected whether or not the same shall be covered by a specific assignment. Until default hereunder, Debtor shall be entitled to possession of the Collateral enumerated in 1 (a), (b) and (c) above.

6. Debtor agrees that:

(a) Debtor will notify Bank promptly in writing of any addition to, change in or discontinuance of its place or places of business, as listed above, and of any addition to, change in, or discontinuance of the location of the office wherein Debtor keeps its records, and of any addition to, change in or discontinuance of the location or locations where it holds or stores the Collateral.

(b) Debtor will at all times allow Bank, through any of its officers, representatives, attorneys, agents or accountants to examine, inspect and make abstracts from Debtor's books and other records and to arrange for verification of the Collateral, under reasonable procedures, by Bank making its own inventory and appraisal of the Collateral or by other methods. Debtor will furnish to Bank, upon request, additional descriptions of any Collateral, together with all notes or other papers evidencing the same, and any guaranties, securities, or other documents and information relating thereto; and Debtor at all times will furnish to Bank such additional financial statements and other information as Bank may request.

(c) Debtor will at all times at the request of Bank, do, make, execute and deliver any and all such additional and further acts, things, deeds, assurances and instruments as Bank may require, to more completely vest in and assure to Bank its rights hereunder and its rights in or to the Collateral and the proceeds thereof, and the real estate, if any, given as additional security, and Debtor will pay the cost of any necessary additional filings.

7. Debtor further covenants with and warrants to Bank that:

(a) Debtor will not sell, lease or grant any further security interest in the Collateral and will not part with possession of the same, except in the usual and ordinary course of Debtor's business;

(b) Debtor will not use or permit the Collateral to be used in violation of any law or ordinance;

(c) Debtor will not remove or permit the Collateral to be moved from Debtor's address above set forth without the prior written consent of Bank, except in the usual and ordinary course of Debtor's business.

8. Debtor represents and warrants to Bank as follows:

- (a) Debtor is a(n): () individual () partnership (X) corporation () or other business organization.
- (b) If a corporation, Debtor is duly organized and existing under the laws of the State of Delaware and is duly qualified and in good standing in that state and in every other state in which Debtor does business.
- (c) If a corporation: (i) the execution, delivery and performance of this Security Agreement is within the corporate powers of Debtor and has been duly authorized by a resolution of the Board of Directors of Debtor, a certified copy of said resolution having been tendered to Bank, (ii) the execution of this Security Agreement is not in contravention of law or the terms of the articles of incorporation or bylaws of Debtor.
- (d) The execution of this Security Agreement will not be in contravention of any agreement or undertaking to which Debtor is a party or by which Debtor is bound.
- (e) Except for the Security Interest of Bank therein, Debtor is the owner of the Collateral free and clear of any liens, security interests, encumbrances, or other rights or claims of any other person, firm, or corporation, and Debtor will defend the Collateral against all claims and demands of any person, firm or corporation at any time asserting any interest in the Collateral adverse to Bank.
- (f) As to Collateral acquired after the date hereof, Debtor warrants that all such Collateral will be owned free and clear of any liens, security interests, encumbrances, or other rights or claims of any other person, firm or corporation, and Debtor will defend the Collateral against all claims and demands of any person, firm or corporation at any time asserting any interest in the Collateral adverse to Bank.
- (g) There is no Financing Statement, as that term is defined in the Uniform Commercial Code of Illinois, whether or not on file in any public office covering any property that is included in, or intended to be included in, the definition of Collateral as set forth herein; and so long as any amount remains unpaid on any obligation of the Debtor to Bank or there is any extension of credit from the Bank to Debtor under any agreement, Debtor will not execute, and there will not be on file in any public office, any Financing Statement or Statements except the following:
 - (i) The Financing Statement filed or to be filed evidencing the Security Interest of Bank granted hereby.
 - (ii) NONE
(Specify any other permitted financing Statement(s) or indicate "None").

(h) Debtor has places of business only at the following locations:

(i) The address shown at the beginning of this Security Agreement

(ii) 1901 N. Naper Blvd, Naperville, DuPage, Illinois
(Address) (City) (County) (State)

(iii) _____
(Address) (City) (County) (State)

(iv) _____
(Address) (City) (County) (State)

(i) Debtor keeps its records concerning accounts, contracts, rights, inventory and chattel paper at:

1901 N. Naper Blvd., Naperville, DuPage, Illinois and at no other locations.
(Address) (City) (County) (State)

(j) All of the Collateral currently owned by Debtor, and all of the Collateral hereafter acquired, is, or will be, held or stored at:

(i) The address of Debtor shown at the beginning of this Security Agreement

(ii) N/A
(Address) (City) (County) (State)

(iii) _____
(Address) (City) (County) (State)

and at no other location.

- (k) Subject to any limitations stated therein or in connection therewith, all information furnished to Bank for the purpose of obtaining credit, an extension of credit, or any other information (including but not limited to information concerning the Collateral or proceeds thereof) is or will be at the time said information is furnished, accurate and true in all material respects and complete insofar as completeness is necessary to give Bank full and accurate knowledge of the subject matter.
- (l) All warranties of Debtor contained herein and in other documents executed contemporaneously herewith are true at the date of Debtor's execution thereof, will survive the execution and acceptance thereof by Bank and will be true at all times subsequent to the Debtor's execution thereof.

9. Debtor further agrees that:

- (a) Debtor will, at its own expense, keep all Collateral fully insured, with carriers and in such amounts as are acceptable to Bank, said insurance to include (but not be limited to) coverage against the hazards of fire, sprinkler and water damage, those hazards normally covered by "extended coverage insurance" as that term is commonly used in the commercial insurance industry, and any additional coverage specified by Bank. Debtor will deliver to Bank either the insurance policies themselves, or certificates evidencing the same and evidence to Bank that all premiums have been paid. All policies will provide that the issuer will give Bank at least thirty (30) days' written notice before any such policy or policies of insurance may be altered or cancelled and that no act of Debtor shall affect the right of Bank to recover under such policy or policies in case of loss or damage.
- (b) All insurance policies obtained by Debtor pursuant hereto shall contain loss payable clauses providing that any compensation for losses suffered thereunder shall first be paid to Bank and then to Debtor as their respective interests may appear. In the event of any such losses, Debtor hereby directs the insurance carrier to pay any compensation to Bank, and not to Bank and Debtor jointly; and in the event any such compensation is tendered in any instrument, draft or check made payable to Debtor and Bank jointly, Bank is hereby authorized and permitted by Debtor to deal with said instrument, draft or check in any way necessary to negotiate it or reduce it to cash, including without limitation the endorsement of Debtor's name on said check, draft or instrument.
- (c) In the event Debtor fails to obtain insurance as required herein, fails to keep the same in force, or fails to adequately insure the Collateral, Bank may obtain whatever insurance it deems necessary, and pay the premiums on said insurance for the account of Debtor. Any such amounts advanced by Bank pursuant hereto shall be deemed to be a part of the obligations of Debtor to Bank whether said obligations arose pursuant to this Security Agreement or any other agreement.

10. Debtor shall furnish to Bank such schedules and reports as Bank may require, in form and substance satisfactory to Bank; and within 30 days after the close of each of its fiscal quarters and 90 days after the close of each of its fiscal years, Debtor shall deliver to Bank financial statements consisting of a balance sheet as of the end of each such period, a related profit and loss statement, and a statement of changes in financial position, prepared in accordance with generally accepted accounting principles applied in a manner consistent with prior years, and such other information (including non-financial information) as Bank may from time to time request.

11. The Bank may, but is not required to, take such action from time to time as it deems appropriate to maintain or protect the Collateral, and in particular may at any time (1) transfer the whole or any part of the Collateral into its name or the name of its nominee; (2) collect any amounts due on the Collateral directly from persons obligated thereon; (3) vote the Collateral; (4) take control of any proceeds and products of the Collateral; (5) sue or make any compromise or settlement with respect to any of the Collateral; provided, however, that any such action of Bank as in this paragraph set forth shall not in any manner whatsoever impair or affect any liability hereunder, nor prejudice or waive, nor be construed to impair, affect, prejudice or waive Bank's rights and remedies at law, in equity or by statute, nor release or discharge, nor be construed to release or discharge, Debtor or any guarantor or other person, firm or corporation liable to Bank for the Liabilities, whether now existing or hereafter created or arising, howsoever evidenced.

12. All Liabilities shall, at the option of Bank and notwithstanding any maturity date provided by any instrument evidencing a liability, immediately become due and payable without notice or demand upon the occurrence of any of the following events of default:

- (a) Default by Debtor in the payment or performance of any obligation, covenant or undertaking contained or referred to in this Security Agreement, in any evidence of indebtedness executed by Debtor in favor of Bank or in any other agreement or document executed in connection therewith;
- (b) Any warranty, representation or statement made or furnished to Bank by or on behalf of Debtor proves to have been false in any material respect when made or furnished or at any time thereafter;
- (c) Any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, covenant, agreement or undertaking;
- (d) The loss, theft, damage or destruction of a substantial amount of the Collateral, or the sale of some or all of the Collateral other than in the ordinary course of business, or the imposition of a lien or encumbrance upon any of the Collateral, or the making of any levy, seizure, or attachment thereof or thereon;
- (e) The death (if Debtor is an individual or partnership), the dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency law by or against Debtor or any guarantor or surety for Debtor, or entry of any judgement against them, or failure of Debtor or any guarantor or surety of Debtor to provide Bank with financial information promptly when requested.

13. Upon the occurrence of an event of default hereunder:

- (a) all Liabilities may, at the option of Bank, and without demand, notice or legal process of any kind, be declared, and immediately shall become, due and payable, and Bank may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code and any other applicable

- law in addition to, and not in lieu of, any rights and remedies expressly granted in this Security Agreement or in any other agreements;
- (b) without notice, demand or legal process of any kind, Bank may take possession of any or all of the Collateral (in addition to Collateral of which it already has possession), wherever it may be found, and for that purpose may pursue the same whatever it may be found, and may enter into any of Debtor's premises where any of the Collateral may be or is supposed to be, and search for, take possession of, remove, keep and store any of the Collateral until the same shall be sold or otherwise disposed of, and Bank shall have the right to store the same in any of Debtor's premises without cost to Bank; and
- (c) at Bank's request, Debtor will, at Debtor's expense, assemble the Collateral and make it available to Bank at a place or places to be designated by Bank which is reasonably convenient to Bank and Debtor.

Debtor recognizes that in the event Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Security Agreement or the other agreements, no remedy at law will provide adequate relief to Bank, and agrees that Bank shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages. Any notification of intended disposition of any of the Collateral required by law shall be deemed reasonably and properly given if given at least five (5) calendar days before such disposition. Any proceeds of any disposition by Bank of any of the Collateral may be applied by Bank to the payment of expenses in connection with the Collateral, including reasonable attorney's fees and legal expenses, and any balance of such proceeds may be applied by Bank toward the payment of such of the Liabilities, and in such order of application, as Bank may from time to time elect.

14. Debtor waives the benefit of any law that would otherwise restrict or limit Bank in the exercise of its right, which is hereby acknowledged, to appropriate at any time hereafter any indebtedness owing from Bank to Debtor. Debtor does hereby assign and transfer to Bank any and all cash, negotiable instruments, documents of title, chattel paper, securities, certificates of deposit, deposit accounts, other cash equivalents and other assets of Debtor in the possession or control of Bank for any purpose, including the application toward any or all of the Liabilities. Debtor waives every defense; cause of action, counterclaim or set-off which Debtor may now have or hereafter may have to any action by Bank in enforcing payment of the Liabilities or the Collateral and ratifies and confirms whatever Bank may do pursuant to the terms hereof and with respect to the Collateral and agrees that Bank shall not be liable for any error of judgment or mistake of fact or law.

15. Debtor waives all notices and demands in connection with the enforcement of Bank's rights hereunder, and hereby consents to, and waives notice of, the release with or without consideration of any Debtor hereunder or of any Collateral. Any failure of Bank to exercise any right available hereunder or otherwise shall not be construed as a waiver of the right to exercise the same or any other right at any other time.

16. Debtor hereby irrevocably appoints any officer of Bank (designated by Bank for such purpose) its attorney-in-fact, in Debtor's name, place and stead, and hereby authorizes said attorney-in-fact to execute change of address forms with the Postmaster of the U.S. Post Office serving the address of Debtor, to change the address of Debtor to that of Bank, and to open all envelopes addressed to Debtor and apply any payments therein contained to the Liabilities, all of which the Bank may, after default, do at its option.

17. Debtor agrees to pay all expenses, including, but not limited to, attorneys' fees, court costs, storage costs, rental charges, transportation charges and similar expenses paid or incurred in enforcing, or in attempting to enforce, any of Bank's rights hereunder or under any other agreement with Bank, or in connection with the Collateral, promptly on demand of Bank or other person paying or incurring the same.

18. Debtor irrevocably agrees that, in Bank's sole and absolute discretion, all actions, suits and proceedings in any manner or way arising out of or in respect to this Security Agreement, any documents executed concurrently herewith, or the Collateral, shall be litigated in courts within the County of DuPage or having jurisdiction with respect to said County. Debtor expressly submits to the jurisdiction of any state or federal court located within or having jurisdiction over said County. Debtor waives any right it may have to change the venue of any litigation brought in accordance herewith.

19. If at any time, by assignment or otherwise, Bank transfers any Liabilities due hereunder or any Collateral, or other security therefor, such transfer shall include all of Bank's rights and powers, under this Security Agreement with respect to said Liabilities, Collateral, or other security transferred and the transferee shall become vested with all the same rights and powers, whether or not they are specifically referred to in the instrument of transfer. If and to the extent that Bank retains any other Liabilities or Collateral or other security, Bank will continue to have the rights and powers herein set forth with respect thereto.

20. Bank shall have the exclusive right to determine how, when and what application of payments and credits, if any, whether derived from the Debtor, the Collateral, or any other source, shall be made on the Liabilities, and such determination shall be conclusive upon the Debtor.

21. This security Agreement shall be governed and construed in accordance with the laws of Illinois and shall be binding upon Debtor and his or its respective heirs, legal representatives, successors and assigns. If this Security Agreement contains any blanks when executed by Debtor, Bank is hereby authorized, without notice to Debtor, to complete any such blanks according to the terms upon which any loan or loans have been granted. Wherever possible, each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or be invalid under such law, such provision shall be severable, and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Security Agreement.

22. The rights conferred by this Security Agreement are in addition to, and not in derogation of, any other rights Bank may have under any agreement, writing or applicable statute or rule of law. Bank shall not be deemed to have waived any of its rights hereunder, under any other agreement, or under any writings signed by Debtor unless such waiver be in writing and signed by Bank. No delay or omission on the part of Bank in exercising any right shall operate as a waiver of such right or any other right. A waiver on any occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion. All Bank's rights and remedies, whether evidenced in this Contract or by any other writing shall be cumulative and may be exercised singularly or concurrently.

23. To the extent that Debtor is either a partnership or a corporation, all references herein to Debtor shall be deemed to include any successor or successors, whether immediate or remote, to such partnership or corporation. In the case of a joint venture or partnership, the term "Debtor" shall be deemed to include all joint venturers or partners thereof who shall be jointly and severally liable hereunder.

24. Any notice to be given hereunder to Debtor shall be in writing and served by certified mail or telegram, postage prepaid, addressed to Debtor at the address set forth above, or at such other address designated by Debtor in writing. Any notice to Bank shall be addressed to it to the attention of the officer who has executed this Agreement for the Bank, 503 North Washington Street, Naperville, Illinois, or such other address as may be designated by it in writing. A notice given as in this paragraph provided shall be presumed to have been received on the business day next following the mailing thereof.

25. This Security Agreement and any other written agreement or document executed in connection herewith contain the entire agreement between the parties hereto; and no oral representations, promises, agreement or statements of any kind have been made by the parties, or either of them, in negotiations leading to this Security Agreement or otherwise, which are not expressed and contained herein or in said other written agreements or documents.

26. Neither this Security Agreement nor any term hereof may be changed, discharged, terminated or waived except by an instrument in writing, signed by the party against which enforcement of the change, discharge, termination or waiver is sought.

27. If Debtor is a corporation, Debtor represents and warrants to Bank that the execution and delivery of this Security Agreement have been duly authorized by resolutions heretofore adopted by its Board of Directors and/or Shareholders in accordance with law and its by-laws, that said resolutions have not been amended nor rescinded and are in full force and effect, and that the officers executing and delivering this Security Agreement for and on behalf of Debtor, are duly authorized so to act. Bank, in executing this Security Agreement, is expressly relying upon the aforesaid representations and warranties.

28. As used herein, all provisions shall include the masculine, feminine, neuter, singular and plural thereof, wherever the context and facts require such construction and in particular the word "Debtor" shall be so construed.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the date above set forth.

DEBTOR

(INDIVIDUALS SIGN BELOW)

Name

Name

Name

(CORPORATIONS PROPRIETORSHIPS OR PARTNERSHIPS SIGN BELOW)

EASTERN COLLIERIES, INC.
Name of Corporation, Proprietorship or Partnership
By: Paul J. ...
Name and Title
By: _____
Name and Title

If a Corporation, Corporate Seal should be affixed as follows:

Attest: Donald A. ...
Assistant Secretary

SECURED PARTY:
BANK OF NAPERVILLE
By: [Signature]
Vice Pres. Title



EXHIBIT ATTACHED TO AND BY EXPRESS REFERENCE
MADE A PART OF THAT CERTAIN
SECURITY AGREEMENT OF EVEN DATE BETWEEN
BANK OF NAPERVILLE (BANK)

AND _____
EASTERN COLLIERIES, INC. . DEBTOR

February 14 , 1983

Thirty (30) Richmond 1977 general purpose, 100 ton, 23,500 gallon capacity, coiled and insulated railroad tank cars, serial numbers as follows:

RTMX 12150
RTMX 12159
RTMX 12174
RTMX 12175
RTMX 12190
~~RTMX~~ 12251
RTMX 12252
RTMX 12253
RTMX 12254
RTMX 12255
RTMX 12256
RTMX 12257
RTMX 12258
RTMX 12259
RTMX 12260
RTMX 12261
RTMX 12262
RTMX 12263
RTMX 12264
RTMX 12265
RTMX 12266
RTMX 12267
RTMX 12268
RTMX 12269
RTMX 12270
RTMX 12271
RTMX 12272
RTMX 12273
RTMX 12274
RTMX 12275

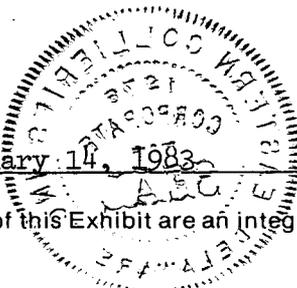
Debtor: EASTERN COLLIERIES, INC.

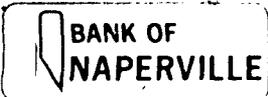
Initialed for Debtor by: _____

Initialed for Bank by: _____

Dated: February 14, 1983

The provisions of this Exhibit are an integral part of the foregoing Security Agreement.





BUSINESS NOTE (Installment)

REGISTRATION NO. 13974

N. HOBEN

FEB 18 1983 15 AM

503 North Washington Street • Naperville, Illinois 60566 • (312) 420-3500

Amount \$ 721,000.00 Date February 14, 1983 Due ON DEMAND INTERSTATE COMMERCE BANK
Debtor(s) EASTERN COLLIERIES, INC. Address 1901 N. Naper Blvd. Naperville IL 60566

FOR VALUE RECEIVED, the undersigned (jointly and severally if more than one) ("Debtor") promise(s) to pay to the order of the BANK OF NAPERVILLE ("Bank") at the Bank's main office in Naperville, Illinois the principal sum of Seven Hundred Twenty One Thousand and 00/100 Dollars (\$ 721,000.00) in 12 quarterly installments of \$ 38,000.00 each including interest, commencing May 1, 1983 and continuing on the same day of each quarter thereafter, the final installment to be equal to the total unpaid principal balance, plus interest.

Discount Rate, at the date hereof is 11.00% above the prime rate of interest announced or published publicly from time to time by HARRIS TRUST AND SAVINGS BANK, CHICAGO, ILLINOIS as its prime or equivalent rate of interest.

The foregoing rate of interest to be charged pursuant hereto shall fluctuate from time to time hereafter (if applicable) concurrently with and in an amount equal to each increase or decrease in the Prime Rate or Discount Rate, as the case may be.

The undersigned agree to pay a delinquency charge on each installment in default for a period of not less than 10 days of 5% of the amount past due. Interest shall accrue after maturity (whether by acceleration or otherwise) at 2.00% above the indicated rate until the principal balance is fully paid.

All of the aforesaid property and the products and proceeds thereof are herein collectively called the "Collateral". Debtor agrees to deliver to Bank forthwith upon its demand, such other collateral as Bank may request from time to time should the value of the Collateral decline, deteriorate, depreciate or become impaired.

Whenever Debtor shall be in default as aforesaid, (1) at the option of Bank, the entire unpaid amount of all the Liabilities shall become immediately due and payable without demand, notice or legal process of any kind; (2) Bank may, at its option, without demand, notice or legal process of any kind, take possession of, remove, keep and/or sell all or any of the Collateral at public or private sale.

Debtor waives(s) the benefit of any law that would otherwise restrict or limit Bank in the exercise of its right, which is hereby acknowledged, to appropriate at any time hereafter any indebtedness owing from Bank to Debtor. Debtor does hereby assign and transfer to the Bank any and all cash, negotiable instruments, documents of title, chattel paper, securities, certificates of deposit, deposit accounts, other cash equivalents and other assets of Debtor in the possession or control of Bank for any purpose.

Debtor warrants and represents to Bank that Debtor will use the proceeds represented by this Note solely for proper business purposes, and consistent with all applicable laws and statutes. Said business purpose is Refinance expired balloon term loan on 30 general purpose railroad tank cars.

Subscribed and sworn before me this 14th day of February, 1983. Eastern Collieries, Inc. by: Carl Swinda, Treas. Attest: Ronald A. Nyberg, Ass't Secy.

The following is not a part of the foregoing Note and is for the use of BANK OF NAPERVILLE only. GUARANTORS: VKM & S Enterprises, Inc. PURPOSE OF LOAN: Refinance expired term loan TOTAL LOANS: \$721,000.00 DISBURSED: VALUE OF COLLATERAL: \$1,580,735 REPAYMENT PROGRAM: Quarterly \$38,000 P&I beginning 5-1-83, balloon 2-1-86. FORM NO. 1000

Subscribed and Sworn to before me this 18th day of February, 1983
My Commission Expires May 5th, 1984.

Catherine Niehoff

Catherine Niehoff

Notary

Bank of Naperville