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COUNSEL

* ALSO ADMITTED TO PRACTICE IN KENTUCKY
** LEAVE OF ABSENCE

RECORDATION NO. 11632-D Filed 1425
MAY 8 1980 -3 15 PM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 11632-E Filed 1425
MAY 8 1980 -3 15 PM
INTERSTATE COMMERCE COMMISSION

May 7, 1980

RECORDATION NO. 11632-B Filed 1425
MAY 8 1980 -3 15 PM
INTERSTATE COMMERCE COMMISSION

No. 0-129A091
Date MAY 8 1980
Fee $200.00
ICC Washington, D. C.

RECORDATION NO. 11632-F Filed 1425
MAY 8 1980 -3 15 PM
INTERSTATE COMMERCE COMMISSION

Secretary of the
Interstate Commerce Commission
Washington, D.C. 20423

Dear Sir:

Enclosed for recordation in the order listed below pursuant to 49 U.S.C. 11303, please find an original and two fully executed copies of each of the following documents:

(1) Security Agreement dated as of May 5, 1980 between Allen L. Davis, Owner and The Provident Bank, Lender. C

(2) Security Agreement dated as of May 5, 1980 between J. Lynn Brewbaker, Owner and The Provident Bank, Lender. D

(3) Assignment of Contract Rights and Rents dated as of May 5, 1980 between Allen L. Davis, Owner and The Provident Bank, Lender. E

(4) Assignment of Contract Rights and Rents dated as of May 5, 1980 between J. Lynn Brewbaker, Owner and The Provident Bank, Lender. F

The names and addresses of the parties to the documents are as follows:

1. The Provident Bank
   One East Fourth Street
   Cincinnati, Ohio 45202

2. Allen L. Davis
   One East Fourth Street
   Cincinnati, Ohio 45202

3. J. Lynn Brewbaker
   One East Fourth Street
   Cincinnati, Ohio 45202

RECEIVED
MAY 8 3 14 PM '80
I.C.C.
FEE OPERATION BR.

Counterpart

Scott B. White

The equipment covered by the documents consists of 2 100-ton 52'6" gondola cars, having identifying marks of CAGY 13,047 and 13,048 owned by Allen L. Davis and 2 100-ton 52'6" gondola cars, having identifying marks of CAGY 13,000 and 13,049 owned by J. Lynn Brewbaker. This equipment is subject to previous filings with the Interstate Commerce Commission under Recordation No. 11632.

The undersigned is counsel for The Provident Bank and is familiar with the enclosed documents to be filed with the Interstate Commerce Commission.

Very truly yours,

KEATING, MUETHING & KLEKAMP

BY: Richard D. Siegel
Richard D. Siegel

dbs

Enclosure

RECORDATION NO. 14632-1425
MAY 8 1980 -3 15 PM
INTERSTATE COMMERCE COMMISSION

E

ASSIGNMENT OF CONTRACT RIGHTS AND RENTS

BETWEEN

ALLEN L. DAVIS, OWNER

AND

THE PROVIDENT BANK, LENDER

DATED AS OF MAY 5, 1980

(COVERING TWO 52'6" 100 TON GONDOLAS)

Filed and recorded with the Interstate Commerce Commission pursuant to the Interstate Commerce Act on _____, 1980 at _____, Recordation No. _____.

ASSIGNMENT OF CONTRACT RIGHTS AND RENTS

THIS ASSIGNMENT OF CONTRACT RIGHTS AND RENTS ("Agreement") dated as of May 5, 1980 is made and entered into by and between Allen L. Davis ("Owner") and THE PROVIDENT BANK ("Lender").

W I T N E S S E T H:

WHEREAS, Owner is the sole owner of the two (2) 100 ton 52'6" gondola cars (the "Units");

WHEREAS, Lender is the holder of a security interest under a security agreement of even date herewith (the "Security Agreement") on the Units from Owner to Lender securing a promissory note (the "Note") in the total principal sum of Eighty-Two Thousand Three Hundred Seventy-Two Dollars and 98/100 ($82,372.98); and

WHEREAS, Owner has entered into an Agency and Pooling Agreement dated as of March 25, 1980 ("Agency Agreement") pooling the Units with forty-eight (48) other gondola cars and appointing Railway Freight Car Services, Inc., a New York corporation, as Agent for the Owner; and

WHEREAS, Railway Freight Car Services, Inc. ("Agent") has entered into a Management Agreement dated as of March 25, 1980 ("Management Agreement") with the Columbus & Greenville Railway Company ("Manager") for the management of the Units; and

WHEREAS, Lender, as a condition to making the aforesaid loan and as additional security therefor, has required an assignment

of the Agency Agreement, the Management Agreement, and all management agreements, operation and maintenance agreements hereafter placed thereon, and of all rents, issues and profits derived or derivable from the Units, and has further required the agreement and undertaking of Owner hereinafter set forth.

NOW, THEREFORE, for value received and in consideration of Lender making the aforesaid loan in the total principal sum of Eighty-Two Thousand Three Hundred Seventy-Two Dollars and 98/100 ($82,372.98), the receipt and sufficiency of which are hereby acknowledged, Owner does hereby assign, transfer and set over unto Lender, as additional security for the aforesaid loan and the Note, all of his right, title and interest in and to the Agency Agreement, the Management Agreement and all management agreements, operation and maintenance agreements which may hereafter be placed thereon, including, but not by way of limitation, the right to receive and collect all rents, incomes, revenues, issues, profits, moneys and/or securities payable or receivable under said Agency Agreement, Management Agreement or other management agreements, operation and maintenance agreements, or any of the provisions therefor, together with all other rents, issues and profits derived or derivable from the Units. Owner covenants to deliver to Lender copies of the Agency Agreement, Management Agreement and all such management agreements, operation and maintenance agreements in effect from time to time with respect to the Units together with a certificate signed by Owner

to the effect that such copy is a true, accurate and complete copy of the originally executed document.

In furtherance of the foregoing assignment, Owner hereby authorizes Lender, upon and in the event of default in any of the payments or in the performance of any of the terms, covenants and conditions set forth in the aforesaid promissory note and/or Security Agreement, at its option, to collect, by its officers, agents or employees, in the name of Owner, or in its own name as assignee, the rents, incomes, revenues, issues, profits, moneys and/or securities accrued but unpaid at the date of such default, as well as any rents, incomes, revenues, issues, profits, moneys and/or securities thereafter accruing and becoming payable during the period of said default or any other default. Upon electing to exercise the rights herein granted, Lender may make reasonable effort to collect the rents, incomes, revenues, issues, profits, moneys and/or securities, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents, incomes, revenues, issues, profits, moneys and/or securities shall be prosecuted, but it shall not be accountable for more funds than it actually receives and shall not be liable for failure to collect said rents, incomes, revenues, issues, profits, moneys and/or securities.

Lender shall, after payment of all proper charges and expenses, credit the net amount received from the exercise of

any power herein granted to any amounts due or owing to it under the terms of the Note or Security Agreement, but the manner of application of such net amount and the items which shall be credited shall be within the sole discretion of Lender.

Owner by these presents does hereby authorize and direct any manager or operator of the Units, upon receipt of notice in writing from Lender of an act of default under the Note or Security Agreement to pay to Lender all rents, incomes, revenues, issues, profits, moneys and/or securities then due or thereafter to become due under the terms of any management agreement or operating and maintenance agreement.

Owner hereby warrants that he is the sole owner of the Units and that the same are not in any way encumbered (except the Agency Agreement and Management Agreement) and that he has not executed any prior assignment or pledge of the rents, incomes, issues, profits or moneys of the Units, and further covenants and agrees that he has not performed any act or executed any agreement which might prevent Lender from operating under any of the terms and conditions of this instrument or which would limit Lender in such operation. Nothing in this instrument shall abridge, postpone or otherwise affect the rights and remedies of Lender, but, to the contrary, all such rights and remedies may be pursued by Lender at any and all times as fully and as completely as if this instrument had not been executed. The rights and powers herein granted, conveyed and assigned are

continuing rights, and the exercise of same upon the occasion of one default shall not abrogate or diminish the rights and powers of Lender hereunder upon the occasion of any subsequent default or defaults. The failure to exercise said rights and powers upon the occasion of any default shall not constitute a waiver of the right of Lender to exercise the powers and privileges herein granted upon the occasion of a subsequent default. The collection and application of the rents, incomes, revenues, issues, profits or moneys to the indebtedness, or as otherwise provided herein, shall not constitute a waiver of any default which might at any time of the application or thereafter exist under the Note or Security Agreement, and the payment of the indebtedness covered by the Note may be accelerated in accordance with its terms and notwithstanding such application.

This instrument shall not be revoked without the written consent of Lender and shall remain in full force and effect as long as the Note remains unpaid in whole or in part. A full and complete release of the Security Agreement shall operate as a full and complete release of Lender's rights hereunder and, after the Security Agreement has been fully released, this instrument shall become void and of no further effect. Whenever "Owner," "Lender," or "it" occurs in this instrument or is referred to, the same shall be construed as singular or plural and masculine, feminine or neuter, as the case may be, and shall include the

heirs, executors, administrators, successors or assigns of either as though originally herein written.

IN WITNESS WHEREOF, Owner and Lender have hereunto executed this Assignment of Contract Rights and Rents as of the day and year hereinabove first written.

Allen L. Davis

ALLEN L. DAVIS, Owner

THE PROVIDENT BANK

BY: [illegible]

ITS: EXEC V.P.

STATE OF OHIO)
) SS.
COUNTY OF HAMILTON)

Before me this 7th day of May, 1980, the Subscriber, a Notary Public, in and for said County and State, personally appeared Allen L. Davis, Owner who executed the foregoing instrument and acknowledged that he did sign said instrument on his own behalf and with full power and authority, that the execution of said instrument is his free and voluntary act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 7th day of May, 1980.

Julie A. Ernst (Krendl)
NOTARY PUBLIC
JULIE A. KRENDL
Notary Public — State of Ohio
My Commission Expires Aug. 19, 1982

STATE OF OHIO)
) SS.
COUNTY OF HAMILTON)

Before me, the Subscriber, a Notary Public in and for said County and State, personally appeared R. C. LINTZ of The Provident Bank, the corporation which executed the foregoing instrument, who acknowledged that he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors, and that the execution of said instrument is his free and voluntary act and deed individually and as such Officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 7th day of May, 1980.

Richard D. Siegel
NOTARY PUBLIC
RICHARD SIEGEL
Notary Public, State of Ohio
My Commission has no Expiration date
Section 147.03 R. C.