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New No.

LAW OFFICES
ALVORD AND ALVORD
200 WORLD CENTER BUILDING
918 SIXTEENTH STREET, N.W.
WASHINGTON, D.C.
20006

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"ALVORD"

TELEPHONE
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393-2266

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RECORDATION NO. 13321 Filed 1425

November 13, 1981

NOV 13 1981 - 1 55 PM

INTERSTATE COMMERCE COMMISSION

1-317A070

No. NOV 13 1981
Date
Fee $. 50.00
ICC Washington, D. C.

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Madam:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303 and the regulations thereunder, as revised, are the original and counterparts of a Security Agreement dated as of November 12, 1981.

The foregoing is a "Primary Document" as defined in 49 C.F.R. §1116.1(a).

A general description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties to the enclosed document are:

Debtor: Mercantile Texas Capital Corporation
P.O. Box 225415
Dallas, Texas 75265

Secured Party:
Chemical Business Credit Corp.
55 Water Street
New York, New York 10087

Kindly refer to the above for the "Short Summary" information required pursuant to the provisions of 49 C.F.R. §1116(d)(8).

The undersigned is authorized agent for the Debtor for the purposes of submitting the enclosed document for recordation.

Charles T. Kappler

Please return the original and counterparts of the enclosed document not needed for recordation purposes to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, Northwest, Washington, D.C. 20006 or to the bearer hereof.

Also attached is a remittance in the amount of $50.00 covering the required recordation fee.

Very truly yours,

ALVORD AND ALVORD

By Charles T. Kappler
Charles T. Kappler

SCHEDULE A

Mercantile Texas Capital Corporation

Two hundred one (201) 100-ton 4750 cubic foot covered hopper cars bearing the following identifying numbers:

DR 10506 - 10600, both inclusive
10602 - 10652, both inclusive

KBSR 500028 - 500042, both inclusive

RTMX 8673 - 8712, both inclusive

new

13321

RECORDATION NO. ..... Filed 1425

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INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of November 12, 1981 (the "Security Agreement") is from MERCANTILE TEXAS CAPITAL CORPORATION (the "Debtor") to CHEMICAL BUSINESS CREDIT CORP. whose address is 55 Water Street, Suite 1822, New York, New York 10041 (the "Secured Party").

W I T N E S S E T H:

WHEREAS, the Debtor, the Secured Party, Richmond Tank Car Company and Richmond Leasing Corporation have entered into a Participation Agreement dated as of November 12, 1981 (the "Participation Agreement") providing for the commitment of the Secured Party to make loans to the Debtor in an aggregate principal amount not exceeding $6,614,876 to be evidenced by the Debtor's 17.875% Non-Recourse Secured Notes, to be substantially in the form attached to the Participation Agreement as Exhibit A; and

WHEREAS, the proceeds of the loans are to be applied by the Debtor to finance the acquisition by the Debtor of the Equipment to be leased to the Lessee under the Lease referred to in Section 1 hereof; and

WHEREAS, all of the requirements of the law have been fully complied with and all other acts and things

necessary to make this Security Agreement a valid, binding and legal instrument for the security of the Notes have been done and performed;

NOW, THEREFORE, the Debtor, in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Notes according to their tenor and effect, and to secure the payment of all other Indebtedness Hereby Secured and the performance and observance of all the covenants and conditions in the Notes and in this Security Agreement and in the Participation Agreement contained, does hereby sell, convey, warrant, mortgage, assign, pledge, grant a security interest in and hypothecate unto the Secured Party, its successors and assigns, the following described properties, rights, interests and privileges (all of which properties, rights, interests and privileges are hereinafter collectively referred to as the "Collateral"):

DIVISION I

The Equipment described in Exhibit A attached hereto and any supplements hereto executed pursuant to the Participation Agreement and made a part hereof, whether now owned by

the Debtor or hereafter acquired, constituting a portion of the equipment and other personal property leased or to be leased under the Lease, together with all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment, whether now owned or hereafter acquired, and to the extent owned by the Debtor, all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any and all of the Equipment, together with all the rents, issues, income, profits and avails (except as otherwise provided in Division II hereof);

DIVISION II

All rights, title, interest, claims and demands of the Debtor, as lessor, in, to and under the Lease and all rents and other sums due and to become due thereunder including any and all extensions or renewals of the term of the Lease insofar as the same cover or relate to the Equipment <u>except</u> the Debtor makes no assignment herein of and the Secured Party shall have no interest whatever in any payments from or rights of the Debtor against the Lessee under Sections 8, 12, 13 or 15 of the Lease for taxes, impositions, loss or liability suffered or incurred by the Debtor; it being the intent and purpose hereof that the assignment and transfer to the Secured Party of the Lease and

other sums due and to become due under the Lease shall be effective and operative immediately and shall continue in full force and effect and the Secured Party shall have the right to collect and receive said rents and other sums for application in accordance with the provisions of Section 5 hereof, at all times during the period from and after the date of this Security Agreement until the Indebtedness Hereby Secured has been fully paid and discharged.

DIVISION III

All rights, title, interest, claims, demands of the Debtor in, to and under the KBSR Lease, the Hooper-Myron Lease and the Texasgulf Lease (as such terms are defined in the Participation Agreement) and the Subleases (as such term is defined in Section 14(c) of the Lease).

TO HAVE AND TO HOLD the Collateral unto the Secured Party its successors and assigns, forever, IN TRUST NEVERTHELESS, upon the terms herein set forth, for the equal proportionate benefit, security and protection of all present and future holders of the Notes outstanding under the Participation Agreement from and after the issuance of the Notes, without preference, priority at the time of issue, sale, negotiation, date of maturity thereof or otherwise for

any cause whatsoever; provided always, however, that these presents are upon the express condition that if the Debtor shall pay or cause to be paid all the Indebtedness Hereby Secured and shall observe, keep and perform all the terms and conditions, covenants and agreements herein and in the Participation Agreement and the Notes contained at all times until the Debtor shall pay or cause to be paid all the Indebtedness Hereby Secured, then these presents and the estate hereby granted and conveyed shall cease and this Security Agreement shall become null and void; otherwise this Security Agreement shall remain in full force and effect.

Section 1 Definitions

The following terms shall have the following meanings for all purposes of this Security Agreement:

"Closing Date" shall have the meaning set forth in Section 1(b) of the Participation Agreement.

"Equipment" or "Units of Equipment" shall mean the equipment and other personal property described in Exhibit A hereto and supplements hereof, together with all appliances, parts, attachments, instruments, appurtenances, accessories and other equipment of whatever nature from time to time incorporated or installed therein, which constitutes a portion of the equipment and other personal property leased or to be

leased under the Lease, and "Unit" or "Unit of Equipment" shall mean any one of said Units and accessory equipment.

"Guarantor" shall mean Richmond Tank Car Company.

"Guaranty" shall mean that certain Guaranty dated as of the date hereof by Richmond Tank Car Company, for the benefit of the Debtor and the Secured Party.

"Event of Default" shall mean any of the events specified in Section 6.1 hereof.

"Indebtedness Hereby Secured" shall mean the Notes and all principal thereof and interest thereon and all additional amounts and other sums at any time due and owing from or required to be paid by the Debtor or the Lessee to the Secured Party under the terms of the Notes, this Security Agreement or the Participation Agreement, or any related agreements or documents.

"Lease" shall mean the Equipment Lease dated as of November 12, 1981 between the Debtor, as lessor and the Lessee, as lessee.

"Lessee" shall mean Richmond Leasing Company.

"Note" shall mean any of, and "Notes" shall mean all of, the then outstanding 17.875% Non-Recourse Secured Notes secured hereby, and <u>outstanding</u> when used with reference to the Notes shall mean, as of any particular time, all Notes delivered by the Debtor and secured hereby, except Notes in

lieu of or in substitution for which other Notes shall have been delivered pursuant to the terms of Section 2 hereof.

Section 2 Registration of Notes

2.1 Execution. The Notes shall be signed on behalf of the Debtor by any one or more of its officers, Vice President and above, authorized by the Debtor.

2.2 Payment of the Notes. The principal of and interest on the Notes shall be payable at the principal office of the Secured Party, in lawful money of the United States of America.

2.3 Transfers and Exchange of Notes; Lost or Mutilated Notes.

(a) Subject to the provision of Section 6(c) of the Participation Agreement, the holder of any Note may transfer such Note upon surrender thereof to the Debtor. Thereupon, the Debtor shall execute in the name of the transferee a new Note or Notes in aggregate principal amount equal to the original principal amount of the Note so surrendered and deliver such new Note or Notes to the transferee.

(b) All Notes presented or surrendered for transfer shall be accompanied (if so required by the Debtor) by a written instrument or instruments of assignment or transfer, in form satisfactory to the Debtor, duly executed by the previous holder or by its attorney duly authorized in

writing. The Debtor shall not be required to make a transfer of any Note for a period of ten days preceding any installment payment date with respect thereto.

(c) No notarial act shall be necessary for the transfer or any Note pursuant to this Section, and the holder of any Note issued as provided in this Section shall be entitled to any and all rights and privileges granted under this Security Agreement to a holder of a Note.

(d) In case any Note shall become mutilated or be destroyed, lost or stolen, the Debtor, upon written request of the holder thereof, shall execute and deliver a new Note in exchange and substitution for the mutilated Note, or in lieu of and in substitution for the Note so destroyed, lost or stolen. The applicant for a substituted Note shall furnish to the Debtor such security or indemnity as may be required by it to save the Debtor harmless from all risks, and the applicant shall also furnish to the Debtor evidence to its satisfaction of the mutilation, destruction, loss or theft of the applicant's Note and of the ownership thereof. In case any Note which has matured or is about to mature shall become mutilated or be destroyed, lost or stolen, the Debtor may, instead of issuing a substituted Note, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Note), if the applicant for such payment shall furnish to the Debtor such security or indemnity as it

may require to save the Debtor harmless, and shall evidence to the satisfaction of the Debtor the mutilation, destruction, loss or theft of such Note and the ownership thereof. If the Secured Party is the owner of any mutilated, destroyed, lost or stolen Note, then the affidavit of its President, Vice President, Assistant Vice President or Treasurer in form reasonably satisfactory to the Debtor setting forth the fact of mutilation, destruction, loss or theft and the Secured Party's ownership of the Note at the time of such mutilation, destruction, loss or theft shall be accepted as satisfactory evidence thereof and no indemnity shall be required as a condition to execution and delivery of a new Note other than the written agreement of the Secured Party, in form reasonably satisfactory to the Debtor, to indemnify the Debtor.

2.4 The New Notes.

(a) Each new Note (herein, in this Section, called a New Note) issued pursuant to Section 2.3(a) or (d) hereof in exchange for or in substitution or in lieu of an outstanding Note (herein, in this Section, called an Old Note) shall be dated the date of such Old Note. The Debtor shall mark on each New Note (i) the date to which principal and interest have been paid on such Note, (ii) all payments and prepayments of principal previously made on such Old Note which are allocable to such New Note, and (iii) the amount of each installment payment payable on such New Note. Each

installment payment payable on such New Note on any date shall bear the same proportion to the installment payment payable on such Old Note on such date as the original principal amount of such New Note bears to the original principal amount of such Old Note. Interest shall be deemed to have been paid on such New Note to the date on which interest shall have been paid on such Old Note, and all payments and prepayments of principal marked on such New Note, as provided in clause (ii) above, shall be deemed to have been made thereon.

(b) Upon the issuance of a New Note pursuant to Section 2.3(a) or (d) hereof, the Debtor may require the payment of a sum to reimburse it for, or to provide it with funds for, the payment of any tax or other governmental charge or any other charges and expenses connected therewith which are paid or payable by the Debtor.

(c) All New Notes issued pursuant to Section 2.3(a) or (d) hereof in exchange for or in substitution or in lieu of Old Notes shall be valid obligations of the Debtor evidencing the same debt as the Old Notes and shall be entitled to the benefits and security of this Security Agreement to the same extent as the Old Notes.

(d) Upon the issuance of any Note pursuant to this Security Agreement, the Debtor shall deliver to the Secured Party two copies of an amortization schedule with respect to such Note setting forth the amount of the installment payments

to be made on such Note after the date of issuance thereof and the unpaid principal balance of such Note after each such installment payment.

2.5 Cancellation of Notes. All Notes surrendered for the purpose of payment, redemption or transfer shall be delivered to the Debtor for cancellation or, if surrendered to the Secured Party, shall be cancelled by it, and no Notes shall be issued in lieu thereof except as expressly required or permitted by any of the provisions of this Security Agreement. The Secured Party shall deliver a certificate to the Debtor specifying the cancellation of Notes which has been made, and all such cancelled Notes shall be delivered to or disposed of as directed by the Debtor.

Section 3 Covenants and Warranties of the Debtor

The Debtor covenants, warrants and agrees as follows:

3.1 Debtor's Duties. The Debtor covenants and agrees well and truly to perform, abide by and to be governed and restricted by each and all of the terms, provisions, restrictions, covenants and agreements set forth in the Participation Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns, to the same extent as though

each and all of said terms, provisions, restrictions, covenants and agreements were fully set out herein and as though any amendment or supplement to the Participation Agreement were fully set out in an amendment or supplement to this Security Agreement.

3.2 Warranty of Title. The Debtor will have title to each Unit of Equipment on the date each such Unit of Equipment is conveyed to the Debtor by the Lessee thereof, of the quality conveyed to the Debtor by the Lessee thereof, free and clear of security interests, liens, claims and encumbrances of persons claiming by, through or under the Debtor (except the interests of the Lessee under the Lease and the respective interests of Kankakee Beaverville and Southern Railroad Company, Hooper-Myron Corporation and Texasgulf Chemicals Company under the KBSR Lease, the Hooper-Myron Lease and the Texasgulf Lease, Permitted Liens and Subleases permitted under the Lease), and the Debtor has full power and authority to mortgage, assign and pledge the Collateral to the Secured Party for the uses and purposes set forth herein and will warrant and defend the Secured Party's rights to the Collateral to the Secured Party for the uses and purposes set forth herein against any claims and demands whatsoever of persons claiming by, through or under the Debtor (excepting only in the case of the Equipment the interest of the Lessee under the Lease and the respective interests of Kankakee Beaverville and Southern Railroad Company, Hooper-Myron

Corporation and Texasgulf Chemicals Company under the KBSR Lease, the Hooper-Myron Lease and the Texasgulf Lease). Without limiting the foregoing, there is no financing statement in which the Debtor is named as, or which the Debtor has signed as, debtor now on file in any public office covering any of the Collateral excepting the financing statements filed or to be filed in respect of and for the security interest provided herein.

3.3 Further Asssurances. The Debtor will at its own expense, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the perfection of the security interest being herein provided for in the Collateral, whether now owned or hereafter acquired. Without limiting the foregoing but in furtherance of the security interest herein granted in the rents and other sums due and to become due under the Lease, the Debtor covenants and agrees that it will notify the Lessee of this Security Agreement and direct the Lessee to make all payments of such assigned rents and other sums due and to become due under the Lease directly to the Secured Party or as the Secured Party may direct; provided, however, that Lessee shall be instructed and authorized to pay directly to the Debtor (or to its order) any and all sums due or to become due to the Debtor from the Lessee as indemnities,

impositions or other payments under Sections 8, 12, 13 and 15 of the Lease.

3.4 After-acquired Property. Any and all property described or referred to in the granting clauses hereof which is hereafter acquired shall ipso facto, and without any further conveyance, assignment or act on the part of the Debtor or the Secured Party become and be subject to the lien of this Security Agreement as fully and completely as though specifically described herein, but nothing in this Section 3.4 contained shall be deemed to modify or change the obligations of the Debtor under Section 3.3 hereof.

3.5 Modifications of the Lease. The Debtor will not:

(a) exercise the remedies of the Lessor under, or terminate, modify or accept a surrender of, or offer, or by affirmative act permit any termination, modification, surrender or termination of, the Lease (except as otherwise provided herein) or by affirmative act consent to the creation or existence of any security interest or other lien to secure the payment of indebtedness upon the leasehold estate created by the Lease or any part thereof, except and notwithstanding any other provision of this Security Agreement (i) the Debtor shall retain all rights to receive and retain the indemnities, impositions and other payments payable by the Lessee to the Debtor under Sections 8, 12, 13 and 15 of the Lease, (ii) the

Debtor shall have the right, but not to the exclusion of the Secured Party, (w) to receive from Lessee all notices, copies of all documents, and all information which the Lessee is permitted or required to give or furnish to the "Lessor" pursuant to the Lease, (x) to inspect the Equipment, (y) to exercise the rights of Lessor under Sections 20 and 21 of the Lease, and (z) to commence an action or actions to require Lessee to perform its obligations under Sections 7, 8, 9, 12, 13, 14 and 15 of the Lease, or to require the Guarantor to perform its obligations with respect thereto under the Guaranty and (iii) so long as no Event of Default shall have occurred and be continuing, the Debtor shall have the right to exercise the rights of the Lessor under Section 16 of the Lease; or

(b) receive or collect or permit the receipt or collection of any rental payment under the Lease prior to the date for payment thereof provided for by the Lease, or assign, transfer or hypothecate (other than to the Secured Party hereunder) any rent payment then due or to accrue in the future under the Lease in respect of the Equipment; or

(c) sell, mortgage, transfer, assign or hypothecate (other than to the Secured Party hereunder) its interest in the Collateral or any part thereof, except as permitted by Section 13 of the Participation Agreement.

3.6 Power of Attorney in Respect of the Lease. The Debtor does hereby irrevocably constitute and appoint the

Secured Party its true and lawful attorney with full power of substitution for it and in its name, place and stead, to ask, demand, collect, receive, give receipt for, sue for, compound and give acquittance for any and all rents, income and other sums which are assigned under Division II of the granting clauses hereof with full power to settle, adjust or compromise any claim thereunder as fully as the Debtor could itself do, and to endorse the name of the Debtor on all commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceeding, either in its own name or in the name of the Debtor, or otherwise, which the Secured Party may deem necessary or appropriate to protect and preserve the right, title and interest of the Secured Party in and to such rents and other sums and the security intended to be afforded hereby, provided that nothing contained herein shall prevent the Debtor from bringing suit in its own name with respect to any matter for which the Debtor may declare a default under Section 3.5(a) hereof or to enforce Debtor's rights under the indemnities or for impositions or other payments as are reserved to the Debtor in Division II of the granting clauses hereof. The rights of the Secured Party under this Section 3.6 may be exercised only upon the occurrence and during the continuance of an Event of Default.

3.7 Maintenance of Corporate Existence. The Debtor will preserve and keep in full force and effect its corporate existence, rights and franchises and all licenses and permits necessary to the performance of its obligations hereunder.

3.8 Restrictions on Mergers, Consolidations and Sales of Assets. The Debtor will not sell, lease (except in the ordinary course of its business), transfer or otherwise dispose of all or substantially all of its corporate property or assets to any person, firm or corporation or merge into any other corporation unless (i) the successor formed by or resulting from such consolidation or merger or to which such sale, lease or other disposition shall have been made shall be a solvent corporation organized under the laws of the United States of America or a State thereof or the District of Columbia; (ii) such successor corporation shall assume all of the Debtor's obligations under this Security Agreement, the Notes, the Participation Agreement and the Lease; and (iii) immediately after such merger, sale, lease or other disposition, such successor corporation shall not be in default in the performance or observance of any of the covenants, agreements or conditions contained in the Participation Agreement, this Security Agreement or the Lease.

3.9 Notice of Default. The Debtor further covenants and agrees that it will give the Secured Party prompt written notice of any event or condition constituting an event

of default under the Lease if any officer of the Debtor has actual knowledge of such event or condition and is also aware that such event or condition constitutes such an event of default.

Section 4 Possession, Use and Release of Property

4.1 Possession and Use of Collateral. While the Debtor is not in default hereunder it shall be suffered and permitted to remain in full possession, enjoyment and control of the Equipment and to manage, operate and use the same and each part thereof with the rights and franchises appertaining thereto; provided always, that the possession, enjoyment, control and use of the Equipment shall at all times be subject to the observance and performance of the terms of this Security Agreement. It is expressly understood that the use and possession of the Equipment by the Lessee, Kankakee Beaverville and Southern Railroad under the KBSR Lease, Hooper-Myron Corporation under the Hooper-Myron Lease, Texasgulf Chemicals Company under the Texasgulf Lease and subleasing of the Equipment under and subject to the Lease shall not constitute a violation of this Section 4.1.

4.2 Release of Equipment - Permitted Prepayments. So long as no event of default referred to in the Lease has occurred and is continuing the Secured Party shall execute a release in respect of any Unit as designated by the Lessee suffering an Event of Loss provided the Lessee has paid at

least the "Casualty Value" of and Basic Rent allocable to the Units affected to the Secured Party as required by the Lease upon receipt of: (i) written notice from the Lessee designating the Unit or Units suffering the Event of Loss and (ii) payment of at least the Casualty Values of and the Basic Rent allocable to the designated Units in compliance with the Lease.

Section 5 Prepayments of the Notes; Application of Insurance and Certain Other Moneys Received by the Secured Party

5.1 Prepayments. Except to the extent provided for in this Section 5 and Section 6.8 hereof, the Notes shall not be subject to prepayment or redemption in whole or in part at the option of the Debtor prior to the expressed maturity date thereof.

5.2 Application of Lessee Payments. The rents and other sums received by the Secured Party pursuant to the Security Agreement or any supplement hereto as part of the Collateral, so long as no Event of Default has occurred and is continuing and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute an Event of Default, shall be applied as follows:

(a) Interim Rent. The amount received by the Secured Party which constitutes payment of Interim Rent under the Lease shall be applied first to the payment of the

installment of interest on the Notes which will have matured or will mature on or before the due date of such amount so received by the Secured Party; and the balance, if any, of such amount shall be paid promptly to or upon the order of the Debtor.

(b) Basic Rent. The amounts from time to time received by the Secured Party which constitute payments of Basic Rent under the Lease shall be applied first, to the payment of the installments of interest on the Notes which have matured or will mature on or before the due date of such installments so received by the Secured Party; second to the payment of the installments of principal on the Notes which have matured or will mature on or before the due date of such installments so received by the Secured Party; and third, the balance, if any, of such amounts shall be paid promptly to or upon the order of the Debtor.

(c) Payments of Casualty Value. The amounts from time to time received by the Secured Party which constitute settlement by the Lessee of the Casualty Value for any Unit of Equipment suffering a loss as provided in Section 11 of the Lease shall be paid and applied on the Notes, all in such manner and in such amounts so that after giving affect to such application and the release of such Unit of Equipment from the Lease and the lien of this Security Agreement the aggregate principal amount and each of the remaining installments of

such Notes shall be reduced so that such amounts are in the same proportion to the aggregate principal amount and remaining installments payable before such prepayment as the aggregate Owner's Cost of the Units remaining subject to the Lease bears to the aggregate Owner's Cost of Units subject to this Security Agreement immediately prior to such prepayment.

Any amounts in excess of such amount to be so paid and applied on such Notes shall be paid promptly to or upon the order of the Debtor.

5.3 Insurance Proceeds. In the event the Secured Party shall receive any proceeds of insurance maintained by the Lessee in respect of the Equipment, the same shall be held by the Secured Party as part of the Collateral and shall be applied by the Secured Party from time to time to any one or more of the following purposes:

(a) If no Event of Default (as defined in the Lease) has occurred and is continuing, the proceeds of such insurance shall, upon the written request of the Debtor therefor, be released to the Debtor to reimburse the Lessee for expenditures made for the repair or restoration of the Unit or Units for which such proceeds were received upon receipt by the Secured Party of a certificate of an authorized officer of the Lessee showing in reasonable detail the purpose and the cost of such repair or restoration and stating that

such repair or restoration has been completed and stating that there is no Event of Default under the Lease.

(b) If the insurance proceeds shall not have been released to the Debtor pursuant to the preceding paragraph (a) within 6 months from the receipt thereof by the Secured Party, or if within such period the Lessee shall have notified the Secured Party in writing that the Lessee is not required to repair or restore the Unit or Units for which such proceeds were received, then so long as no Event of Default under the Lease has occurred and is continuing, the insurance proceeds shall be applied by the Secured Party as follows:

(i) First, an amount equal to the Casualty Value of the Unit or Units in respect of which such proceeds were received shall be paid and applied in the manner provided for by Section 5.2(b) hereof; and

(ii) Second, the balance of any insurance proceeds held by the Secured Party after making the applications provided for by the preceding subparagraph (i) shall be paid promptly over to or upon the order of the Debtor.

5.4 Default. Notwithstanding anything else in this Section contained, if an Event of Default or other event which with the lapse of time or the giving of notice or both would become an Event of Default hereunder has occurred and is continuing, all amounts received by the Secured Party under this Security Agreement shall be applied in the manner

provided for in Section 6 in respect of proceeds and avails of the Collateral.

5.5 Multiple Notes. Application of proceeds hereunder shall be made to the Note or Notes ratably in accordance with the principal amount remaining unpaid thereon.

Section 6 Defaults and Other Provisions

6.1 Events of Default. The following shall constitute Events of Default hereunder:

(a) Default in the payment of any installment of the principal of, or interest on, any Note when and as the same shall become due and payable, whether at maturity or at a date fixed for prepayment and such default shall continue for more than 5 days after receipt of written notice of such default from the Secured Party to the Debtor and the Lessee; or

(b) Default in the due observance or performance by the Debtor of any other covenant, condition or agreement required to be observed or performed by the Debtor by the terms of the Notes, the Participation Agreement or this Security Agreement and such default shall continue for 30 days after receipt of written notice thereof from the Secured Party to the Debtor; or

(c) Any Event of Default shall occur and be continuing under the Lease; or

(d) Any representation or warranty made herein or in the Participation Agreement (other than by the Secured Party) or in any report, certificate, financial or other statement furnished in connection with this Security Agreement (other than by the Secured Party), the Lease or the Participation Agreement, or the transactions contemplated thereby, shall prove to be false or misleading in any material respect as of the date of the issuance or making thereof; or

(e) Any claim, lien or charge shall be asserted against or levied or imposed upon the Equipment, and such claim, lien or charge shall not be discharged or removed within 30 calendar days after written notice from the Secured Party to the Debtor and the Lessee demanding the discharge or removal thereof; or

(f) The Debtor becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee or receiver for the Debtor or for the major part of its property; or

(g) A trustee or receiver is appointed for the Debtor or for the major part of its property and is not discharged within 60 days after such appointment; or

(h) Bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings, or other proceedings

for relief under any bankruptcy law or similar law for the relief of debtors, are instituted by or against the Debtor and, if instituted against the Debtor, are consented to or are not dismissed within 60 days after such institution.

Notwithstanding the foregoing, an Event of Default, as defined in the Lease, resulting from nonpayment of Interim Rent or Basic Rent due thereunder shall not be an Event of Default hereunder if the Debtor shall have paid the full amount of such defaulted Interim Rent or Basic Rent on or before the Enforcement Date (as defined below), together with the payment of all Interim Rent and Basic Rent then in arrears, unless the Lessee shall have failed to make three successive payments of Interim Rent or Basic Rent when due. Subject to the foregoing, the Debtor's right to cure under this paragraph shall be available only with respect to five instances of cure whenever they might occur during the term of the Lease. The "Enforcement Date" shall be the date on which the Secured Party proposes to exercise any remedy or remedies hereunder, as to which date the Secured Party agrees to give the Debtor not less than 20 days prior written notice.

If the Lessee shall fail to make any payment of Supplemental Rent (as defined in the Lease) or shall fail to perform in accordance with any other provision of the Lease, then the Lessor may, but shall not be obligated to, make such

payment or render performance of such provision, and any such payment or such performance on or before the Enforcement Date shall be deemed to cure any Event of Default hereunder which resulted from, or which in the absence of such payment or performance would have caused or resulted from, such failure of the Lessee. The Debtor's right to cure under this paragraph shall be available only with respect to such cures up to an aggregate amount of $250,000 in any one year and $1,000,000, over the term and thereafter only upon the prior written approval of the Secured Party, which approval shall not be unreasonably withheld.

6.2 Secured Party's Rights. When any such Event of Default has happened and is continuing, but subject always to Section 9 hereof, the Secured Party shall without limitation of any other rights and remedies available at law or in equity, have the rights, options, duties and remedies of a secured party and the Debtor shall have the rights and duties of a debtor under the Uniform Commercial Code (regardless of whether such code or a law similar thereto has been enacted in the jurisdiction wherein the rights or remedies are asserted), and without limiting the foregoing the Secured Party may exercise any one or more or all, and in any order, of the remedies hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies but each and every remedy shall

be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

(a) The Secured Party may, and upon the written request of at least 25% in principal amount of the Notes then outstanding shall, by notice in writing to the Debtor, declare the entire unpaid balance of the Notes to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued interest thereon, shall be and become immediately due and payable;

(b) Subject always to the then existing rights, if any, of the Lessee under the Lease, the Secured Party personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral or any portion thereof, and for that purpose may pursue the same wherever it may be found, and search for, take possession of, remove, keep and store the same or use and operate or lease the same until sold, and may otherwise exercise any and all of the rights and powers of the Debtor in respect thereof; it being understood, without limiting the foregoing, that the Secured Party may, and is hereby given the right and authority to, keep and store said Collateral, or any part thereof, on the premises of the Lessee; and that the Secured Party shall

not thereby be deemed to have surrendered, or to have failed to take, possession of such Collateral;

(c) Subject always to the then existing rights, if any, of the Lessee under the Lease and the respective interests of Kankakee Beaverville and Southern Railroad Company, Hooper-Myron Corporation and Texasgulf Chemicals Company under the KBSR Lease, the Hooper-Myron Lease and the Texasgulf Lease, the Secured Party may, if at the time such action may be lawful, and always subject to compliance with any mandatory legal requirements, either with or without taking possession and either before or after taking possession and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to the Debtor once at least 15 days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of said Collateral, or any part thereof, at public auction to the highest bidder, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the Secured Party may determine, and at any place (whether or not it be the location of the Collateral or any part thereof) designated in the notice above referred to, provided that the disposition shall be commercially reasonable. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales,

without further notice; and the Secured Party or the holder or holders of the Notes, or of any interest therein, may bid and become the purchaser at any such sale;

(d) Subject always to the then existing rights, if any, of the Lessee under the Lease, the Secured Party may proceed to protect and enforce this Security Agreement and the Notes by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral or any part thereof, or, subject to the provisions of Section 9 hereof, for the recovery of judgment for the Indebtedness Hereby Secured, or for the enforcement of any other proper legal or equitable remedy available under applicable law; and

(e) Subject always to the then existing rights, if any, of the Lessee under the Lease, the Secured Party may proceed to exercise all rights, privileges and remedies of the Debtor under the Lease and may exercise all such rights and remedies either in the name of the Secured Party or in the name of the Debtor for the use and benefit of the Secured Party.

6.3 Acceleration Clause. In case of any sale of the Collateral, or any part thereof, pursuant to any judgment

or decree of any court, or otherwise in connection with the enforcement of any of the terms of this Security Agreement, the principal of the Notes, if not previously due, and the interest accrued thereon and all other sums required to be paid by the Debtor pursuant to this Security Agreement, shall at once become and be immediately due and payable; also in the case of any such sale, the purchaser or purchasers, for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Notes and any claims for interest matured and unpaid thereon, in order that there may be credited as paid on the purchase price the sum apportionable and applicable to the Notes including principal and interest thereof out of the net proceeds of such sale after allowing for the proportion of the total purchase price required to be paid in actual cash.

6.4 Effect of Sale. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Debtor in and to the property sold and shall be a perpetual bar, both at law and in equity, against the Debtor, its successors and assigns, and against any and all persons claiming the property sold or any part thereof under, by or through the Debtor, its successors or assigns (subject,

however, to the then existing rights, if any, of the Lessee under the Lease).

6.5 Application of Sale Proceeds. The purchase money proceeds and/or avails of any sale of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder shall be paid to and applied as follows:

(a) First, to the payment of costs and expenses of foreclosure or suit, if any, and of such sale, and of the reasonable fees and expenses of the agents, attorneys and the counsel for the Secured Party and of all proper expenses, liabilities and advances incurred or made hereunder by the Secured Party or the holder or holders of the Notes, and of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior lien subject to which said sale may have been made;

(b) Second, to the payment to the holder or holders of the Notes of the amount then owing or unpaid on the Notes for principal and interest (ratably in proportion to the aggregate of such principal and interest); and in case any such proceeds shall be insufficient to pay the whole amount so due upon the Notes then to the payment of such principal and/or interest then owing on the Notes as the Secured Party or the holders of such Notes shall elect; and

(c) Third, to the payment of the surplus, if any, to the Debtor, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

6.6 Discontinuance of Remedies. In case the Secured Party shall have proceeded to enforce any right under this Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case the Debtor, the Secured Party and the holder or holders of the Notes shall be restored to their former positions and rights hereunder with respect to the property subject to the security interest created under this Security Agreement.

6.7 Cumulative Remedies. No delay or omission of the Secured Party, or of any holder of any Note, to exercise any right or power arising from any default on the part of the Debtor shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Secured Party or any holder or holders of the Notes of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom, except as may be otherwise provided herein. No remedy hereunder is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and

every other remedy given hereunder or otherwise existing; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the Indebtedness Hereby Secured operate to prejudice, waive or affect the security interest created hereby or any rights, powers or remedies hereunder; nor shall the Secured Party or the holder or holders of any of the Notes be required to first look to, enforce or exhaust such other or additional security, collateral or guarantees.

6.8 Payment of Indebtedness. If the Secured Party has declared a default which is continuing hereunder, the Debtor shall have the right to pay or cause to be paid the principal amount and all accrued interest on the Notes and to pay or cause to be paid all other obligations constituting the Indebtedness Hereby Secured and in the event the Debtor shall do so, the Secured Party agrees to discontinue the exercise of any of its remedies provided hereunder and to take such reasonable action at the sole cost and expense of the Debtor, at the request of the Debtor, to discontinue any enforcement action commenced prior to such payment by the Secured Party in full and release and transfer to the Debtor all rights of the Secured Party in the Collateral.

Section 7 Supplements; Waivers

7.1 Supplements Without Noteholders' Consent. The Debtor and the Secured Party from time to time and at any time, subject to the restrictions in this Security Agreement contained, may enter into a supplement hereto and which thereafter shall form a part hereto for any one or more or all of the following purposes:

(a) To add to the covenants and agreements to be observed by, and to surrender any right or power reserved to or conferred upon the Debtor;

(b) To subject to the security interest of this Security Agreement additional property hereafter acquired by the Debtor and intended to be subjected to the security interest of this Security Agreement, and to correct and amplify the description of any property subject to the security interest of this Security Agreement;

(c) To permit the qualification of this Security Agreement under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, except that nothing herein contained shall permit or authorize the inclusion of the provisions referred to in Section 316(a)(2) of said Trust Indenture Act of 1939, as amended, or any corresponding provision in any similar Federal statute hereafter in effect;

(d) For any other purpose not inconsistent with the terms of this Security Agreement, or to cure any ambiguity or cure, correct or supplement any defect or inconsistent provisions of this Security Agreement or any supplement; and the Debtor covenants to perform all requirements of any such supplement. No restriction or obligation imposed upon the Debtor may, except as otherwise provided in this Security Agreement, be waived or modified by such supplement or otherwise.

7.2 Waivers, and Consents by Noteholders; Supplements With Noteholders' Consent. Upon the waiver or consent of the holders of at least 66-2/3% in aggregate principal amount of the Notes (a) the Debtor may take any action prohibited or omit the taking of any action required, by any of the provisions of this Security Agreement or any supplement hereto, or (b) the Debtor and the Secured Party may enter into a supplement hereto for the purpose of adding, changing or eliminating any provisions of this Security Agreement or of any supplement hereto or modifying in any manner the rights and obligations of the holders of the Notes and the Debtor; provided, that no such waiver or supplement shall (i) impair or affect the right of any holder to receive payments or prepayments on the principal of and payments of the interest and premium, if any, on its Notes, as therein and herein provided, without the consent of such holder, (ii)

permit the creation of any lien or security interest with respect to any of the Collateral, without the consent of the holders of all the Notes at the time outstanding, (iii) effect the deprivation of the holder of any Note of the benefit of the security-interest of this Security Agreement upon all or any part of the Collateral without the consent of such holder, (iv) reduce the aforesaid percentage of the aggregate principal amount of Notes, the holders of which are required to consent to any such waiver or supplement pursuant to this Section, without the consent of the holders of all of the Notes at the time outstanding, or (v) modify the rights, duties or immunities of the Secured Party, without the consent of the holders of all of the Notes at the time outstanding and the Debtor.

7.3 Notice of Supplemental Indentures. Promptly after the execution by the Debtor and the Secured Party of any supplemental indenture or agreement pursuant to the provisions of Section 7.1 or 7.2 hereof, the Debtor shall give written notice, setting forth in general terms the substance of such supplemental indenture, together with a conformed copy thereof, mailed, first class, postage prepaid, to each holder of the Notes. Any failure to give such notice, or any defect therein, shall not however, in any way impair or affect the validity of any such supplemental indenture or agreement.

Section 8 The Secured Party

(a) In case an Event of Default has occurred and is continuing to the knowledge of the Secured Party, the Secured Party shall exercise such of the rights and powers vested in it by this Security Agreement in a commercially reasonable manner.

(b) The Secured Party shall not be liable for any action taken or omitted in good faith and believed to be authorized or within the discretion or rights or powers conferred by this Security Agreement.

Section 9 Limitation of Liability

Anything in this Security Agreement to the contrary notwithstanding, neither the Secured Party nor the holder of any Note or the successors assigns of any of said persons, shall have any claim, remedy or right to proceed (at law or in equity) against the Debtor in its individual corporate capacity, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Debtor (except against the Debtor in the case of the gross negligence or willful misconduct of the Debtor) for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by the Notes or for the payment of any liability resulting from the breach of any representation, agreement or warranty, from any source other

than the Collateral, including the sums due and to become due under the Lease and the Participation Agreement assigned hereunder, and the Secured Party by the execution of the Participation Agreement and the holders of the Notes by acceptance thereof waive and release any personal liability of the Debtor in its individual corporate capacity, or of any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Debtor (except against the Debtor in the case of the gross negligence or willful misconduct of the Debtor) for and on account of such indebtedness or such liability, and the Secured Party and the holders of the Notes agree to look solely to the Collateral for the payment of said indebtedness or the satisfaction of such liability, provided, however, nothing herein contained shall limit, restrict or impair the rights of the Secured Party to accelerate the maturity of the Notes upon a default under this Security Agreement, to bring suit and obtain a judgment against the Debtor on the Notes (provided that neither the Debtor nor any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Debtor, shall have any personal liability on any such judgment and the satisfaction thereof shall be limited to the Collateral, including any interest therein of the Debtor) or to exercise all rights and remedies provided under this Security Agreement or otherwise

realize upon the Collateral, including the right to proceed against the Lessee under the Lease and the Participation Agreement and the Guarantor under the Participation Agreement and the Guaranty; and provided further, however, anything herein to the contrary notwithstanding, the Debtor in its individual corporate capacity (but not any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Debtor) shall remain personally liable for the correctness on the Closing Date of its representations and warranties in Section 7 of the Participation Agreement, and for the breach of its covenants in Section 3 hereof and in Sections 7(a), 7(g) and 13 of the Participation Agreement. Notwithstanding anything in this Section 9 to the contrary, the Debtor shall not be held personally liable for the breach of any of its covenants hereunder if such breach shall arise out of or in connection with the failure of the Lessee to perform its obligations under the Lease or the Participation Agreement, but the Debtor shall cooperate in good faith with the Lender to remedy such breach.

Section 10 Miscellaneous

10.1 Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Security Agreement contained by or on behalf of the Debtor or by or on behalf of the Secured Party, shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

10.2 Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid, provided that nothing contained in this Section 10.2 shall be construed to be in derogation of any rights or immunities of the Debtor under Section 9 hereof, or to amend or modify any limitations or restrictions on the Secured Party or the holder of any Note or their respective successors and assigns under said Section 9.

10.3 Notices. All communications provided for herein shall be in writing and shall be deemed to have been received (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally or three (3) business days after deposit in the United States mail, registered or certified, postage prepaid, return receipt requested, addressed as follows:

If to the Debtor:	P. O. Box 225415 Dallas, Texas 75265 Attention: Thomas Weatherly
If to the Secured Party:	at the address on the first page of this Security Agreement, Attention: Manager, Specialized Leasing

10.4 Release. The Secured Party shall promptly release this Security Agreement and the lien and security interest granted hereby by proper instrument or instruments upon representation of satisfactory evidence that all Indebtedness Hereby Secured has been fully paid or discharged.

10.5 Counterparts. This Security Agreement may be executed and delivered in any number of counterparts, each of such counterparts constituting an original, but all together only one Security Agreement.

10.6 Governing Law. This Security Agreement shall be deemed to be a contract made under the laws of the State of New York and shall be governed by and construed in accordance with the laws of said State.

10.7 Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Security Agreement nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Security Agreement to be executed as of the day and year first above written.

MERCANTILE TEXAS CAPITAL CORPORATION

By Thomas D. Weatherly
Its Exec. Vice Pres.

By Richard D. Pettigrew Jr.
Its TREASURER

CHEMICAL BUSINESS CREDIT CORP.

By Jeffrey B. Rat
Its VP

STATE OF New York)
) SS:
COUNTY OF New York)

On this day of November, 1981, before me personally appeared Thomas D. Weatherly & Richard C. Pettigrew, Jr., to me personally known, who, being by me duly sworn, says that he is a Executive Vice President and Treasurer respectively of , that one of the seals affixed to the foregoing 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Dorothy A. Cioffi
Notary Public

(Notarial Seal)

My Commission expires

DOROTHY A. CIOFFI
Notary Public, State of New York
No. 43-4653996
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires March 30, 19 83

STATE OF New York)
) SS:
COUNTY OF New York)

On this 13th day of November, 1981, before me personally appeared Jeffrey B. Rutman, to me personally known, who, being by me duly sworn, says that he is a Vice Pres. of Chemical Business Credit Corp., that one of the seals affixed to the foregoing 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Dorothy A. Cioffi
Notary Public

(Notarial Seal)

My Commission expires

DOROTHY A. CIOFFI
Notary Public, State of New York
No. 43-4653996
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires March 30, 19 83

EXHIBIT A

to SECURITY AGREEMENT

DESCRIPTION OF EQUIPMENT

201 100-ton, 4750 cubic foot triple gate covered hopper cars equipped with gravity discharge gates and fiberglass covers manufactured by Richmond Tank Car Company as follows:

Reporting Marks and Nos.	Owner's Cost (Per Item)
KBSR 500028 - KBSR 500042	$ 46,441
DR 10506 -DR 10600 DR 10602 -DR 10652	$ 46,205
RTMX 8673 - RTMX 8712	$ 46,405