

#13
NEW NO.

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RECORDATION NO. 1 5595 Filed 1488

APR 21 1988 - 9 25 AM

INTERSTATE COMMERCE COMMISSION

April 21, 1988

APR 21 9 20 AM '88

Ms. Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C.

No. 8-112A041
Date APR 21 1988
Fee \$ 13.00

Dear Ms. McGee:

ICC Washington, D. C.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two fully executed copies of a Security Agreement dated as of April 20, 1988, a primary document as defined by the Commission's Rules for the Recordation of Documents.

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

Secured Party: Irving Leasing Corporation
1290 Avenue of the Americas
New York, New York 10104

Pledgor: ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045

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

Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

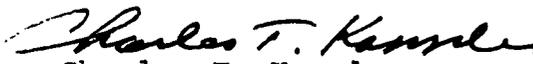
Quantity Part C.T. Kappler

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
April 21, 1988
Page Two

A short summary of the enclosed primary document to appear in the Commission's Index is:

Security Agreement dated as of April 20, 1988 between Irving Leasing Corporation, Secured Party, and ACF Industries, Incorporated, Pledgor, covering three hundred ninety-five (395) covered hopper cars and tank cars bearing ACFX marks and numbers.

Very truly yours,


Charles T. Kappler

Enclosures

SCHEDULE ASchedule I

| <u>CAR NUMBER</u> | <u>QUANTITY</u> | <u>COST</u> | <u>AAR DESG.</u> |
|-------------------|-----------------|----------------|------------------|
| 65011 - 65020 | 10 | \$ 2,583,779 | C214 |
| 65022 - 65035 | 14 | | |
| 65037 - 65052 | 16 | | |
| 65054 - 65060 | 7 | | |
| 51429 - 51432 | 4 | 385,194 | C614 |
| 51434 - 51435 | 2 | | |
| 51456 - 51460 | 5 | 341,129 | " |
| 51478 - 51484 | 7 | 449,295 | " |
| 51485 - 51488 | 4 | 250,207 | " |
| 51489 - 51493 | 5 | 327,392 | " |
| 51521 - 51522 | 2 | 127,688 | " |
| 51523 - 51532 | 10 | 638,199 | " |
| 41068 - 41075 | 8 | 387,704 | C714 |
| 71812 - 71826 | 15 | 693,286 | T055 |
| 71758 - 71778 | 21 | 822,105 | T103 |
| 71782 - 71806 | 25 | 932,716 | T104 |
| 71865 - 71999 | 135 | 4,834,372 | " |
| 71670 - 71682 | 13 | 722,913 | T105 |
| 71779 - 71781 | 3 | 315,362 | " |
| 71834 - 71838 | 5 | | |
| 71688 - 71716 | 29 | 2,945,012 | T107 |
| 71722 - 71757 | 36 | | |
| 77298 - 77316 | <u>19</u> | <u>924,586</u> | T544 |
| Total | 395 | \$17,680,939 | |

Interstate Commerce Commission

Washington, D.C. 20423

4/21/88

OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St/ N.W.
Washington, D.C. 20006

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 4/21/88 at 9:25am, and assigned recordation number(s). 15595 & 14863-Y, 14863-Z

Sincerely yours,

Narita L. McGee

Secretary

Enclosure(s)

1 5595
RECORDATION NO. FILED 1988

APR 21 1988 - 9 25 AM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

Between

ACF INDUSTRIES, INCORPORATED

and

IRVING LEASING CORPORATION

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SECURITY AGREEMENT

Dated as of April 20, 1988

In consideration of the execution and delivery by the Secured Party of the Credit Agreement, the Secured Party and the Pledgor hereby agree as follows (with certain terms used herein being defined in Article 6):

ARTICLE 1

SECURITY INTEREST

Section 1.01 (a) Security Interest. To secure the payment, observance and performance of the Secured Obligations, the Pledgor hereby mortgages, pledges and assigns all of the Collateral to the Secured Party, and grants to the Secured Party a continuing security interest in, and a continuing lien upon, all of the Collateral.

(b) Continued Priority of Security Interest. The Security Interest shall at all times be valid, perfected and enforceable against the Pledgor and all third parties, in accordance with the terms hereof, as security for the Secured Obligations, and the Collateral shall not at any time be subject to any Lien that is prior to, on a parity with or junior to such Security Interest, except a Permitted Lien.

(c) Required Action. The Pledgor shall take all action that may be necessary or desirable, or that the

Secured Party may request, so as at all times to maintain the validity, perfection, enforceability and priority of the Security Interest in the Collateral in conformity with the requirements of Section 1.01(b), or to enable the Secured Party to protect or preserve the Collateral or to protect, preserve, exercise or enforce its rights therein and hereunder and under the other Collateral Documents, including but not limited to (i) immediately discharging all Liens other than Permitted Liens, (ii) delivering to the Secured Party, endorsed or accompanied by such instruments of assignment as the Secured Party may specify, including but not limited to the Lease Assignments and stamping or marking, in such manner as the Secured Party may specify, any and all chattel paper, securities, instruments, letters of credit and advices thereof and documents evidencing or forming a part of the Collateral, (iii) holding all proceeds of Collateral in trust and depositing such proceeds that are designated by the Secured Party, are subject to the Security Interest and contain only such proceeds, and (iv) executing and delivering financing statements, instruments of pledge, mortgages, notices, instructions, and assignments, in each case in form and substance satisfactory to the Secured Party. The Pledgor shall mark its books and records as may be necessary or appropriate to evidence, protect and perfect the Security

Interest and shall cause its financial statements to reflect such Security Interest.

(d) Authorized Action. The Secured Party is hereby authorized to file one or more financing or continuation statements or amendments thereto without the signature of or in the name of the Pledgor. A carbon, photographic or other reproduction of this Agreement or of any financing statement filed in connection with this Agreement shall be sufficient as a financing statement.

Section 1.02 The Pledgor Remains Obligated; The Secured Party Not Obligated. The grant by the Pledgor to the Secured Party of the Security Interest shall not relieve the Pledgor from the performance of any term, covenant, condition or agreement on its part to be performed or observed, or from any liability to any Person, under or in respect of any of the Collateral or impose any obligation on the Secured Party to perform or observe any such term, covenant, condition or agreement on the Pledgor's part to be so performed or observed or impose any liability on the Secured Party for any act or omission on the part of the Pledgor relative thereto.

ARTICLE 2

CERTAIN REPRESENTATIONS AND WARRANTIES OF THE PLEDGOR

The Pledgor represents and warrants as follows:

Section 2.01 Authorization and Compliance of Agreement. The Pledgor has the corporate power, and has taken all necessary corporate (including stockholder, if necessary) action to authorize it, to execute, deliver and perform each of the Collateral Documents in accordance with its terms. Each of the Collateral Documents has been duly executed and delivered by the Pledgor and is the legal, valid and binding obligation of the Pledgor, enforceable in accordance with its terms. The execution, delivery and performance of each of the Collateral Documents in accordance with its terms does not and will not (i) require (a) any Governmental Approval including but not limited to any authorization or approval of the Interstate Commerce Commission, or (b) any consent or approval of the stockholders of the Pledgor or of any of its Subsidiaries, that has not been obtained and is not listed on, and a copy (certified in the case of Governmental Approvals) of which is not attached to, Schedule 2.02, (ii) violate or conflict with, result in a breach of, or constitute a default under, (a) any Contract to which the Pledgor or any of its Subsidiaries is a party or by which any of them or any of their respective properties may be bound or (b) any Applicable Law or (iii) result in or require the creation of any Lien upon any assets of the Pledgor or any of its Subsidiaries, other than the Security Interest.

ARTICLE 3

COVENANTS

Unless the Secured Party shall otherwise consent in writing:

A. General.

Section 3.01 (a) Ownership and Defense of Collateral. The Pledgor shall at all times (i) be the owner of the Collateral free from any right, title or interest of any third Person, except the interest of a lessee under a Lease with respect to an item or items of Equipment and (ii) defend the Collateral against the claims and demands of all third Persons, except for, but for only so long as such Lien is a Permitted Lien, the interest in the Collateral and the claims and demands of a holder of a Permitted Lien.

(b) Inclusion of "Proceeds" Not Consent to Sale.

The inclusion of "proceeds" of the Collateral under the Security Interest shall not be deemed a consent by the Secured Party to any sale or other disposition of any part or all of the Collateral not otherwise specifically permitted by the terms hereof or consented to by the Secured Party in writing.

(c) Substitution of Equipment. The Pledgor shall have the right at any time, provided the Secured Party shall have given its prior written consent thereto, except that no

consent shall be required with respect to any item or items of Replacement Equipment the value of which when added to all previous items of Replacement Equipment does not exceed 6.67% of the then outstanding Loan, to substitute any item of Equipment with Replacement Equipment so long as the Secured Party's perfected security interest in such Replacement Equipment shall be continuing and of first priority.

Section 3.02 (a) Chief Executive Office. The Pledgor's chief executive office where the books and records relating to any Receivables, Leases or any Equipment are kept is 3301 Rider Trail South, Earth City, Missouri 63045. The Pledgor shall give 60 days prior written notice of any proposed change in its chief executive office location.

(b) Change of Name, Identity, etc. The Pledgor shall not change its name, identity or corporate structure without giving the Secured Party 60 days prior notice thereof.

Section 3.03 Taxes; Compliance. The Pledgor shall (a) pay or cause to be paid all taxes, assessments and governmental charges levied or assessed or imposed upon or with respect to any of the Collateral and (b) comply with (i) all Applicable Law relating to the Collateral, (ii) the terms and provisions of all deeds and Contracts relating to premises where Collateral is located and (iii) all license and franchise agreements pertaining to any of the Collateral.

Section 3.04 Property Insurance. (a) The Pledgor at its own expense will maintain and keep or caused to be

maintained and kept each item of Equipment in good order and repair at its own cost and expense, unless and until it becomes worn out, unsuitable for use, lost or destroyed.

(b) The Pledgor will maintain or cause to be maintained with responsible insurance companies, such insurance on such of its properties, in such amounts and against such risks as is customarily maintained by similar businesses, and in any event, in an amount not less than the full fair insurable value of all of the assets and properties of the Pledgor and its Subsidiaries where insurance is customarily maintained by the Pledgor. For the purpose of this Section 3.04, insurance shall include self-insurance, provided the Pledgor maintains or causes to be maintained adequate reserves to cover the risks not otherwise insured. Within 30 days of the end of each fiscal quarter of the Pledgor, the Pledgor shall furnish to the Secured Party a certificate of the chief financial officer of the Pledgor evidencing the maintenance of the insurance.

Section 3.05 Inspection. The Secured Party shall have the right at any time, from time to time, to (a) inspect the Collateral, all records and files relating thereto and the premises upon which any of the Collateral is located, (b) discuss with any Person, and each such Person is hereby authorized to discuss with the Secured Party, the Pledgor's

business, assets, liabilities, financial condition, results of operations and business prospects, (c) verify the amount, quantity, value and condition of, or any other matter relating to, any of the Collateral and (d) review, audit and make extracts from all records and files related to any of the Collateral provided that the disclosure by the Secured Party of any information obtained by Secured Party under this Section 3.05 shall be subject to the requirements of Section 7.04 of the Credit Agreement. The Pledgor hereby authorizes (a) the Secured Party to obtain all records and files relating to any of the Collateral from any entity (including any service bureau or the like) maintaining the same on behalf of the Pledgor and (b) each such entity to deliver the same to the Secured Party.

Section 3.06 Maintenance. The Pledgor shall maintain all Equipment in good condition, with reasonable allowance for wear and tear, in accordance with all applicable manufacturer's service bulletins and manuals, and shall otherwise maintain such Equipment as Pledgor maintains similar equipment owned or leased by Pledgor.

Section 3.07 Notice of Materially Adverse Effect. The Pledgor shall give 5 days notice to the Secured Party of any matter or event which has had, or may have, a Materially Adverse Effect upon any of the Collateral.

Section 3.08 Information. In addition to such information as shall be specifically required herein, the Pledgor shall furnish to the Secured Party such other information with respect to the Collateral as the Secured Party may reasonably request from time to time.

Section 3.09 Collection. The Pledgor shall endeavor to collect from the Collateral Debtor of each Collateral Obligation, when due, all amounts owing thereunder, and shall apply all amounts so collected to the outstanding balance of such Collateral Obligation, except that, prior to an Event of Default, this Section 3.09 shall not require the Pledgor to take any action not in accordance with sound business judgment and customary collection practices as in effect from time to time.

Section 3.10 Filing. The Pledgor will cause this Agreement, any assignments hereof and any amendments or supplements hereto or thereto to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and deposited with the Registrar General of Canada (notice of such deposit to be forthwith given in The Canada Gazette) pursuant to Section 86 of the Railway Act of Canada. The Pledgor will further cause all necessary filings and recordings, and, when required, refilings and rerecordings of this Agreement, and any assignments hereof, and the Lease

Assignment and any amendments or supplements hereto or thereto and/or appropriate financing statements or continuation statements to be made, and from time to time when required refiled and rerecorded, in accordance with the applicable provisions of the Uniform Commercial Code as in effect in the State of Missouri (and, if the Pledgor changes its chief place of business to a different state, in any such other state) and in any other State of the United States of America or the District of Columbia where filing is reasonably requested by the Secured Party, for the purpose of proper protection, to the satisfaction of counsel for the Secured Party, of its security interest in the Collateral and its rights under this Agreement or for the purpose of carrying out the intention of this Agreement. The Pledgor will from time to time perform any other act and will execute, acknowledge, deliver and file any and all further instruments required by law or reasonably requested by the Secured Party for the purpose of proper protection, to the satisfaction of counsel for the Secured Party, of its title to the Collateral and its rights under this Agreement or for the purpose of carrying out the intention of this Agreement; and the Pledgor will promptly furnish to the Secured Party certificates or other evidence of such filing satisfactory to the Secured Party.

B. Receivables and Leases.

Section 3.11 Status of Receivables and Leases.

Each Receivable that is an Account and each Lease (i) shall at all times represent the legal, valid and binding obligation of its Collateral Debtor and, subject to clause (ii)(A), be enforceable in accordance with its terms, (ii) shall at no time be subject to (A) any defense, set-off or counter-claim, other than ones arising in the ordinary course of business for refunds or allowances resulting from damaged or non-complying Equipment, (B) any agreement prohibiting assignment or requiring notice of or consent to assignment, or (C) any stamp or other tax, (iii) shall be genuine and in all respects what it purports to be and arise out of a bonafide transaction, and (iv) shall comply with all Applicable Laws.

Section 3.12 Maintenance of Records. The Pledgor shall, for not less than five years from the date on which such Receivable arose or the date such Lease shall expire, maintain (a) complete records of each Receivable and Lease, including records of all payments received and credits granted and (b) all other documentation relating thereto.

Section 3.13 (a) Performance of Terms. The Pledgor shall duly fulfill all obligations on its part to be fulfilled under or in connection with the Receivables and the

Leases and shall do nothing to impair the rights of the Secured Party therein.

(b) Modification of Terms. (i) The Pledgor shall not rescind or cancel any obligation evidenced by any Receivable or Lease or modify any term thereof or make any adjustment with respect thereto, or extend or renew the same, or compromise or settle any dispute, claim, suit or legal proceeding relating thereto, without the prior written consent of the Secured Party provided that such consent shall not be required to amend or modify any lease where such amendment or modification does not adversely effect the economic benefits afforded under such lease.

Section 3.14 No Dispositions of Receivables. Except as otherwise provided herein or pursuant to the Credit Agreement, the Pledgor shall not sell or otherwise dispose of any Receivables, Leases or any interest therein.

Section 3.15 Verification. The Secured Party shall have the right at any time and from time to time in the name of and on the stationery of the Pledgor or, after an Event of Default, in the name of the Secured Party or in such name as the Secured Party may select, to verify the validity, amount or any other matter relating to any Receivable or Lease by mail, telegraph, telephone or any other means.

Section 3.16 Leases. (a) As agent for the Secured Party, Pledgor shall maintain in its files original

documentation with respect to the Leases and will not permit any Person other than the Secured Party or the Secured Party's agent to take possession of such documentation for so long as the Secured Party shall have an interest therein, and (b) Pledgor shall cause a notice to be conspicuously displayed with respect to each Lease or Lease supplement but not on the Lease or Lease supplement itself and any other chattel paper which evidences any of the Collateral setting forth the following:

"Certain rights herein have been assigned to Irving Leasing Corporation pursuant to a Security Agreement dated as of April , 1988."

C. Equipment

Section 3.17 Status of Eligible Equipment. All Equipment shall at all times while so included comply with the criteria of eligibility specified in the definition of Eligible Equipment.

Section 3.18 No Dispositions of Equipment. Except as otherwise provided herein or pursuant to the Credit Agreement, Pledgor shall not sell or otherwise dispose of any Equipment or any interest therein.

Section 3.19 Identification Marks. The Pledgor will cause each unit of Equipment to be kept numbered with the identification number set forth in Annex A hereto with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the

Secured Party's title to and property in such unit. The Pledgor will not change the identification number of any unit of Equipment unless and until (i) a statement of new number or numbers to be substituted therefore shall have been filed with the Secured Party and filed by the Pledgor in all public offices where the Collateral Documents shall have been filed and (ii) the Pledgor shall have furnished Secured Party an opinion of counsel in form and substance satisfactory to the Secured Party to the effect that such statement has been so filed, such filing will protect the Secured Party's interests in such units and no filing with or giving of notice to any other Federal, state or local government or agency thereof is necessary to protect the interests of the Secured Party in such units.

The Equipment may be lettered with the names or initials or other insignia customarily used by a Lessee but such Lessee will not allow the name of any other person, association or corporation to be placed on any unit of Equipment as a designation that might be interpreted as a claim of ownership.

Section 3.20 Notice of Casualty Loss. The Pledgor shall promptly and fully notify the Secured Party and shall deliver to the Secured Party a certificate of an authorized officer of the Pledgor identifying the item or items of Equipment suffering a Casualty Loss and the nature thereof.

Section 3.21 Compliance. During the term of this Agreement, the Pledgor will comply, and use its best efforts to cause every Lessee or user of the Equipment to comply in all respects (including without limitation the use, maintenance and operation of the Equipment) with all Applicable Laws and in the event the Applicable Laws require any alteration, replacement or addition of or to any part on any unit of Equipment, the Pledgor will or will cause any Lessee to conform therewith at no expense to the Secured Party; provided, however that the Pledgor or any lessee may, in good faith contest the validity or application of any Applicable Law in any reasonable manner which does not, in the reasonable opinion of the Secured Party, materially and adversely effect the property or rights of the Secured Party under this Agreement.

ARTICLE 4

EVENT OF DEFAULT

I. Remedies

If any Event of Default shall have occurred and be continuing, then and in each such case:

A. Collateral Obligations.

Section 4.01. (a) Collections by Pledgor. The Secured Party may, by notice to the Pledgor, direct it to, and thereupon the Pledgor shall, receive all monies, checks,

notes, drafts and other payments relating to or constituting proceeds of Collateral Obligations in trust for the Secured Party, not commingle the same with any other property or funds of the Pledgor and, unless the Secured Party shall have otherwise instructed the Pledgor, deliver or cause to be delivered all such payments in the exact form received, together with any necessary endorsements, to the Secured Party.

(b) Notification. The Secured Party may notify, or request the Pledgor to notify, in writing or otherwise each Collateral Debtor to make payment directly to the Secured Party. If, notwithstanding the giving of any notice, any such Person shall make payments to the Pledgor, the Pledgor shall hold all such payments it receives in trust for the Secured Party, without commingling the same with other funds or property of such Person, and shall deliver the same to the Secured Party immediately upon receipt by the Pledgor in the identical form received, together with any necessary endorsements.

Section 4.02. Enforcement by Secured Party. The Secured Party may, without notice to the Pledgor and at such time or times as the Secured Party in its sole discretion may determine, exercise any and all of Pledgor's rights in, to and under, or in any way connected with or related to, any or

all of the Collateral Obligations, including but not limited to (a) demanding and enforcing payment and performance of, and exercising all of the Pledgor's rights and remedies with respect to the collection or enforcement of, any or all of the Collateral Obligations, in each case by legal proceedings or otherwise, (b) settling, adjusting, compromising, extending or renewing and discharging and releasing any or all of, and any legal proceedings brought to collect or enforce any or all of, the Collateral Obligations, (c) preparing, filing and signing the name of the Pledgor on (i) any proof of claim or similar document to be filed in any bankruptcy or similar proceeding involving any Collateral Debtor, and (ii) any notice of lien, assignment or satisfaction of lien, or similar document in connection with any Collateral Obligation, and (d) using the information recorded on or contained in any data processing equipment and computer hardware and software relating to the Collateral Obligations or any of them to which the Pledgor has access.

Section 4.03 Adjustments. The Secured Party may settle or adjust disputes and claims directly with Collateral Debtors for amounts and on terms which the Secured Party considers advisable and in all such cases only the net amounts received by the Secured Party in payment of such amounts, after deductions of out-of-pocket costs of

collections and reasonable attorney's fees, shall be subject to Section 4.05. The Pledgor shall have no further right under Sections 3.13(b) or otherwise to make any such settlements or adjustments.

B. General

Section 4.04 Use of Premises and Patents. The Secured Party may enter any of the Pledgor's premises and, until the Secured Party completes the enforcement of its rights in the Collateral, take possession of such premises or place custodians in exclusive control thereof, remain on such premises and use the same and any of the Pledgor's equipment for the purpose of (A) preparing any Equipment for disposition and disposing thereof and (B) collecting any Collateral Obligation.

II. Proceeds

Section 4.05 Application of Proceeds. All proceeds from each sale of, or other realization upon, all or any part of the Collateral following an Event of Default shall be applied or paid over as follows:

First: To the payment of all out-of-pocket costs and expenses incurred by the Secured Party or its agents in connection with the sale of or other realization upon the Collateral, including attorneys' fees and disbursements;

Second: To the payment of the Secured Obligations (with the Pledgor remaining liable for any deficiency) in such order as the Secured Party may elect; and

Third: To the extent of the balance (if any) of such proceeds, to the Pledgor, subject to Applicable Law and to any duty to pay such balance to the holder of any subordinate Lien in the Collateral.

ARTICLE 5

MISCELLANEOUS

Section 5.01 (a) Expenses of Pledgor's Agreements and Duties. The terms, conditions, covenants and agreements to be observed or performed by the Pledgor under the Collateral Documents shall be observed or performed by it at its sole cost and expense.

(b) (i) Secured Party's Right to Perform on Pledgor's Behalf. If the Pledgor shall fail to observe or perform any of the terms, conditions, covenants and agreements to be observed or performed by it under the Collateral Documents, the Secured Party may (but shall not be obligated to) do the same or cause it to be done or performed or observed, either in its name or in the name and on behalf of the Pledgor, and the Pledgor hereby irrevocably authorizes the Secured Party to do so.

(ii) Secured Party's Right to Use Agents and to Act in the Name of the Pledgor. The Secured Party may exercise any or all of its rights and remedies under the Collateral Documents through an agent or other designee and, in the exercise thereof, the Secured Party or any such other

Person may act in its own name or in the name and on behalf of the Pledgor.

(c) No Notice, Legal Process or Compensation. The Secured Party may exercise any or all of its rights and remedies under the Collateral Documents (i) without (A) notice to or demand upon the Pledgor, (B) process of law, (C) resistance or interference by the Pledgor and (D) payment of any rent, license fee or compensation of any kind to the Pledgor and (ii) for the account and at the expense of the Pledgor.

(d) Remedies Cumulative and Not Exclusive. All of the Secured Party's rights and remedies under the Collateral Documents shall be cumulative, and not exclusive and shall be in addition to all other rights and remedies of the Secured Party under Applicable Law and nothing herein or therein shall be construed as limiting any such rights or remedies. In exercising its rights and remedies, the Secured Party may be selective, and the exercise by the Secured Party of any right or remedy shall not be deemed a waiver of its right at any time and from time to time to exercise any one or more of its other rights and remedies.

(e) Limitation on Secured Party's Liability. (i) The Secured Party shall not be liable to the Pledgor (A) for any loss or damage sustained by it, or (B) for any loss,

damage, depreciation or other diminution in the value of any of the Collateral, that may occur as a result of, in connection with, or that is in any way related to, (X) any exercise by the Secured Party of any right or remedy under any of the Collateral Documents or (Y) any other act of or failure to act by the Secured Party, except for any such to the extent that the same is determined, by a judgment of a court referred to in Section 5.04(b) that is binding on the Pledgor and the Secured Party, final and not subject to review on appeal, to be the result of acts or omissions on the part of the Secured Party constituting willful misconduct or knowing violations of law.

(ii) No claim may be made by the Pledgor against the Secured Party or its Affiliates, directors, officers, employees, attorneys or agents for any special, indirect, consequential or punitive damages in respect of any breach or wrongful conduct (whether the claim therefore is based on contract, tort or duty imposed by law) in connection with, arising out of or in any way related to the transaction contemplated and relationships established by the Collateral Documents, or any act, omission or event occurring in connection therewith; and the Pledgor hereby waives, releases and agrees not to sue upon any such claim for any such damages, whether or not occurred and whether or not known or suspected to exist in its favor.

(iii) Nothing contained in any of the Collateral Documents shall be construed as requiring or obligating the Secured Party, and the Secured Party shall not be required or obligated, to (A) make any demand, or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or notice or take any action, with respect to any Collateral Obligation or any other Collateral or the monies due or to become due thereunder or in connection therewith, (B) take any steps necessary to preserve any rights against prior parties, (C) notify the Pledgor of any decline in the value of any of the Collateral or (D) ascertain or act upon, or notify the Pledgor of, any maturities, calls or conversions of, or exchanges, offers or tenders for or similar matters relating to, any securities or instruments evidencing or forming a part of the Collateral, whether or not the Secured Party shall have had, or shall be deemed to have had, knowledge or notice thereof.

(f) Remedies of the Essence. The various rights and remedies of the Secured Party under the Collateral Documents are of the essence of those agreements and the Secured Party shall be entitled to obtain a decree requiring specific performance of each such right and remedy.

(g) Expenses; Indemnification. The Pledgor shall pay, or reimburse the Secured Party for, (i) all transfer,

documentary stamp and similar taxes, and all recording and filing fees and taxes, payable as a result of, in connection with, or in any way related to, the execution, delivery and performance of the Collateral Documents and (ii) all of the the Secured Party's costs and expenses (including fees and disbursements of legal counsel, appraisers, accountants, and other experts, employed or retained by the Security Party) incurred, and indemnify and hold the Secured Party harmless from and against all losses suffered, by the Secured Party in connection with, (A) the negotiation, preparation, execution and delivery of (1) each of the Collateral Documents and (2) whether or not executed, any waiver, amendment or consent thereunder, (B) consulting with respect to any matter arising out of, or connected with, or in any way related to the Collateral Documents, including but not limited to the enforcement of any of the Secured Obligations or the enforcement or defense by the Secured Party of the Security Interest as a valid, perfected, first priority Security Interest subject only to Permitted Liens, (C) protecting or preserving the Collateral or protecting, preserving, exercising or enforcing the rights of the Secured Party therein and under the Collateral Documents, and (D) any claim (whether asserted by the Secured Party, the Pledgor or any other Person), and the prosecution or defense thereof,

arising under, connected with, or in any way related to, the Collateral or any of the Collateral Documents, including without limitation those in any way relating to or arising or alleged to arise out of (t) the manufacture, purchase, acceptance, rejection, ownership, delivery, nondelivery, lease, possession, use, operation, condition, sale, return, storage or other disposition of any unit of Equipment or portion thereof; (u) any latent and other defects in the Equipment whether or not discoverable by the Secured Party or the Pledgor; (v) any claim for patent or trademark infringement; (w) any claims based on strict liability in tort with respect to Equipment; (x) any injury to or the death of any person or any damage to or loss of property in any manner arising or alleged to arise out the ownership, use, replacement, modification or maintenance of the Equipment or (whether owned or under the control of the Secured Party, the Pledgor or any other person) or resulting or alleged to result from the condition of any thereof; (y) any violation or alleged violation of any provision of this Agreement by Pledgor or of any agreement, law, rule, regulation, ordinance or restriction, affecting or applicable to the Equipment or the leasing, ownership, use, replacement, modification or maintenance thereof; or (z) any claim arising out of any of the Secured Party's obligations under the

Collateral Documents, except that the foregoing indemnity shall not be applicable to any loss suffered by the Secured Party to the extent such loss is determined, by a judgment of a court referred to in Section 5.04(b) that is binding on the Pledgor and the Secured Party, final and not subject to review on appeal, to be the result of acts or omissions on the part of the Secured Party constituting willful misconduct or violations of law.

(h) Survival. The indemnities contained in this Section 5.01(g) shall survive the expiration or termination of this Agreement with respect to all events, facts, conditions or other circumstances occurring or existing prior to such expiration or termination and are expressly made for the benefit of and shall be enforceable and collectible directly from the Pledgor by the Secured Party.

(i) Amounts Payable Due on Demand; Interest Obligations. All amounts payable by the Pledgor under this Section 5.01 shall be due on demand and shall bear interest from the date due until paid at the highest rate of interest in effect during such period under the Credit Agreement.

(j) Binding Nature of Certain Adjudications. Upon notice of the institution by the Secured Party of any action or proceeding, legal or otherwise, for the adjudication of any controversy arising under, in connection with, or in any

way related to, any of the Secured Obligations, the Pledgor will be conclusively bound by the adjudication in any such action or proceedings and by a nonappealable final judgment, award or decree entered therein.

Section 5.02 No Waivers of Rights; Amendments. No course of dealing or performance by the Secured Party, including any delay or forbearance by it in exercising any right under any of the Collateral Documents, shall operate as a waiver by it of such right, or the amendment, release or novation of any provision thereof, nor shall any single or partial exercise of any right preclude other or further exercises thereof or the exercise of any other right. No waiver of any of its rights under, nor any amendment of any provision of, any of the Collateral Documents, shall be enforceable against the Secured Party unless in writing and signed by an officer of the Secured Party, and unless it expressly refers to the right or provision affected. Any such waiver shall be limited solely to the specific event waived.

Section 5.03 Assignment. The Secured Party may assign any or all of the Secured Obligations subject to Section 7.07 of the Credit Agreement and may transfer therewith any or all of the Collateral therefore and the transferee shall have the same rights with respect thereto as had the Secured Party. Upon such transfer, the Secured

Party shall be released from all responsibility for the Collateral so transferred.

Section 5.04 (a) (i) Governing Law. Each of the Collateral Documents shall be governed by and interpreted and enforced in accordance with the laws of the State of New York.

(ii) Rights of a Secured Party. The Secured Party shall have the rights and remedies of a secured party under applicable law, including but not limited to the Uniform Commercial Code.

(b) Jurisdiction. All actions and proceedings in any way arising out of, related to, or connected with, any of the Collateral Documents (i) in the case of any such brought by the Pledgor against the Secured Party shall be litigated in and only in, and (ii) in the case of any such brought by the Secured Party against the Pledgor may be litigated in, courts located in the City of New York. Such courts are convenient forums for the Pledgor and Pledgor submits to the personal jurisdiction of such courts.

(c) Certain Waivers. (i) The Pledgor waives (A) personal service of process and consents that service of process upon it may be made by certified or registered mail, return receipt requested, directed to the Pledgor at its address last specified for notices hereunder, and service so made shall be deemed completed two days after the same shall

have been so mailed, (B) any claim that, as to any part of the Collateral, a public sale, should the Secured Party elect so to proceed, is, in and of itself, not a commercially reasonable method of sale for such Collateral, (C) the right to assert in any action or proceeding between it and the Secured Party any offsets or counterclaims which it may have, (D) except as otherwise provided in any of the Collateral Documents, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTICE OR JUDICIAL HEARING IN CONNECTION WITH THE SECURED PARTY'S TAKING POSSESSION OR DISPOSITION OF ANY OF THE COLLATERAL INCLUDING, BUT NOT LIMITED TO, ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT WHICH THE PLEDGOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, AND ALL OTHER REQUIREMENTS AS TO THE TIME, PLACE AND TERMS OF SALE OR OTHER REQUIREMENTS WITH RESPECT TO THE ENFORCEMENT OF THE SECURED PARTY'S RIGHTS HEREUNDER, and (E) all (1) rights of redemption, appraisalment, valuation, stay, and extension or moratorium, (2) rights to the marshalling of assets and (3) other rights the exercise of which would, directly to indirectly, prevent, delay or inhibit the enforcement of any of the rights or remedies under any of the Collateral Documents or the absolute sale of the Collateral, now or hereafter in force under any Applicable Law, and the

Pledgor, for itself and all who may claim under it, insofar as it or they now or hereafter lawfully may, hereby waive the benefit of all such laws and rights.

(ii) THE SECURED PARTY AND THE PLEDGOR EACH WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE BOTH PARTIES AND THAT IN ANY WAY ARISES UNDER OR OUT OF OR IS RELATED TO OR CONNECTED WITH THE COLLATERAL OR ANY OF THE COLLATERAL DOCUMENTS AND WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

(d) (i) No Reduction in Payment or Performance.

All payments due the Secured Party under any of the Collateral Documents and all other terms, conditions, covenants and agreements to be observed or performed by the Pledgor thereunder, shall be made, observed or performed by the Pledgor without any reduction whatsoever, including but not limited to any reduction for any setoff, recoupment, counterclaim (whether sounding in tort, contract or otherwise) or Tax.

(ii) Place of Payment. All payments to be made to the Secured Party or which it is entitled to receive hereunder, whether such payments are to be made by the Pledgor or any other Person, shall be made to the Secured Party or to such other Person as the Secured Party may designate at the Secured Party's Office or at such other

address or addresses as the Secured Party may from time to time designate.

(iii) Authorization to Charge Accounts. The Pledgor hereby authorizes the Secured Party, if and to the extent any payment due the Secured Party under any of the Collateral Documents is not otherwise made when due, to charge any amount so due against any or all of the accounts of the Pledgor with the Secured Party or with the Pledgor remaining liable for any deficiency.

Section 5.05 (a) Notices. Any notice, designation, request or the like under any of the Collateral Documents may be given to the Pledgor or to the Secured Party at their respective addresses set forth in Section 7.01 of the Credit Agreement.

Any notice or request hereunder in the case of notices or requests to the Pledgor, may be given by mail, telegram or telephone and, in the case of notices to the Secured Party, shall be given by registered mail, return receipt requested, or by telex or telegram, subsequently confirmed by such registered mail. Notices and requests to the Pledgor shall, in the case of those by mail or telegram, be deemed to have been given when deposited in the mail, first-class postage prepaid, or delivered to the telegraph office addressed as provided in this Section, and in the case

of those by telephone, when so communicated to the Pledgor; notices to the Secured Party shall be deemed to have been given only when actually received by the Secured Party at the Secured Party's Office. Any requirement under Applicable Law of reasonable notice by the Secured Party to the Pledgor of any event shall be met if notice is given to the Pledgor in the manner prescribed above at least five days before (i) the date of such event or (ii) the date after which such event will occur.

(b) Designation of Notice. No notice shall be effective under Section 3.02 (a) or (b), unless it is specifically designated, in the case of a notice under Section 3.02(a), "Notice of Change of Executive Office and Books and Records" or in the case of a notice under Section 3.02(b), "Notice of Change of Name, Identity or Corporate Structure".

Section 5.06 (a) Binding Nature of Agreement. Each of the Collateral Documents shall be binding upon the heirs, executors, administrators, assigns and successors of the Pledgor and shall inure to the benefit of and be enforceable by the Secured Party, its successors, transferees and assigns.

(b) Unenforceable Provisions. Any provision of any of the Collateral Documents which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 5.07 Power of Attorney. In addition to the other powers granted the Secured Party by the Pledgor under any of the Collateral Documents, the Pledgor hereby appoints the Secured Party, and any other person whom the Secured Party may designate, as the Pledgor's attorney-in-fact to act after the occurrence and during the continuation of an Event of Default, in the name, place and stead of the Pledgor in any way in which the Pledgor itself could do, with respect to the following: (i) endorse the Pledgor's name on (A) any checks, notes, acceptances, money orders, drafts or other forms of payment, (B) any document, instrument, notice, freight bill, bill of lading or similar document or agreement relating to any or all of the Collateral and (C) (1) schedules and assignments of Collateral Obligations and (2) notices of assignment, financing statements and other public records; (ii) claim for, adjust, and institute legal

proceedings to collect, any amounts payable under insurance, and applicable loss payable endorsements, required to be maintained for its benefit pursuant to Section 3.04; (iii) in its own name or in the name and on behalf of the Pledgor, take any action or exercise any right, power or privilege which the Pledgor is entitled or take or exercise and which under the terms of any of the Collateral Documents, the Secured Party is authorized to take or exercise; and (iv) do or cause to be done all things necessary or, in the determination of the Secured Party, desirable to observe or perform all of the terms, conditions, covenants and agreements to be observed or performed by the Pledgor under the Collateral Documents and otherwise to carry out the provision of the Collateral Documents. The Pledgor hereby ratifies and approves all acts of the attorney. Neither the Secured Party nor any Person designated by it shall be liable for any acts or omissions or for any error of judgment or mistake of fact or law. This power, being coupled with an interest, is irrevocable so long as any Collateral is subject to the Secured Party's Security Interest and until the Secured Obligations have been fully satisfied.

Section 5.08 Entire Agreement; Waivers and Amendments. Each of the Collateral Documents embodies the entire agreement between the Pledgor and the Secured Party

and supersedes all prior agreements and understandings, if any, relating to the subject matter thereof.

ARTICLE 6

DEFINITIONS

Section 6.01 Interpretation:

(a) Certain Terms Defined by Reference. (i) All terms defined in Article 1, 8 or 9 of the Uniform Commercial Code, as in effect on the date of this Agreement, are used herein with the meanings therein given; such terms include but are not limited to "account", "chattel paper", "deposit account", "document", "equipment", "general intangibles", "goods", "instrument", "inventory", "money", "proceeds" and "security interest". In addition, the terms, "collateral" and "security interest", when capitalized, have the meanings specified in subsection (b) below.

(ii) Except in the case of "Agreement," "Collateral Document", "Materially Adverse Effect", "Permitted Lien" and "Representation and Warranty" and as otherwise specified herein, all terms defined in the Credit Agreement are used herein with the meanings therein given.

(b) Other Defined Terms. For purposes of this Agreement:

"Agreement" means this Agreement.

"Agreement Date" means the date as of which this Agreement is dated.

"Collateral" means the Pledgor's interest (WHATEVER IT MAY BE) in each of the following, IN EACH CASE WHETHER NOW OR HEREAFTER EXISTING OR NOW OWNED OR HEREAFTER ACQUIRED BY THE PLEDGOR AND WHETHER OR NOT THE SAME IS NOW CONTEMPLATED, ANTICIPATED OR FORESEEABLE, is subject to Article 8 or 9 of the Uniform Commercial Code or constitutes Collateral by reason of one or more than one of the following clauses, AND WHEREVER THE SAME MAY BE LOCATED:

- (a) all Receivables;
- (b) all Equipment;
- (c) all Leases;
- (d) All products and proceeds of such Collateral in whatever form.

"Collateral Debtor" means a Person, including but not limited to any Lessee, obligated on, bound by, or subject to, a Collateral Obligation.

"Collateral Documents" means (a) this Agreement and (b) all other agreements, documents and instruments related to, arising out of, or in any way connected with, (i) this Agreement, (ii) any other agreement, document or instrument referred to in this clause (b), or (iii) any of the transactions contemplated by this Agreement or any such other agreement, document or instrument, in each case whether now or hereafter executed.

"Collateral Obligation" means an obligation, covenant, agreement, duty, right or cause of action, whether direct or indirect, absolute or contingent, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, and whether or not for the payment of money, constituting part of the Collateral and includes any such under any Receivables and Leases.

"Credit Agreement" means the Credit Agreement between the Pledgor and the Secured Party, dated as of the date hereof.

"Default" means any condition or event which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

"Equipment" means those items of equipment which includes certain railroad tank cars and covered hopper cars

set forth on Annex A hereto including but not limited to any and all parts installed on and additions and replacements made to any unit of Equipment (i) which are not readily removable without causing material damage to such unit, (ii) the cost of which is included in the lease of such unit, (iii) in the course of ordinary maintenance of the units, or (iv) which are required for the operation or use of such unit in railroad interchange by the Applicable Laws shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the term "Equipment" as used herein.

"Event of Default" has the meaning ascribed to that term in the Credit Agreement.

"Lease" means each "Lease" as defined in the Credit Agreement and set forth on Annex B hereto and all renewals and extensions thereof.

"Lessee" shall mean any lessee under or pursuant to any Lease.

"Materially Adverse Effect" means, (a) with respect to any Person, a materially adverse effect upon such Person's business, assets, liabilities, financial condition, results of operations or business prospects, and (b) with respect to any of the Collateral, or any category of it, a materially adverse effect upon its value as Collateral or its utility in the business of the Pledgor.

"Permitted Lien" means (a) the Lien created by this Security Agreement and the Leases; (b) the Lien of taxes, assessments or governmental charges or levies which are not at the time delinquent; (c) the Lien of taxes, assessments or governmental charges or levies which are delinquent but the validity of which is being contested in good faith by appropriate action diligently pursued, if the Pledgor shall have set aside on its books such reserves (segregated to the extent required by Generally Accepted Accounting Principles, if any, as deemed by it appropriate and adequate in accordance with Generally Accepted Accounting Principles), provided that such proceeding shall suspend the collection of such taxes, assessments or governmental charges and, the security interest in the Collateral, or any part thereof, would not in the opinion of the Secured Party be adversely affected or forfeited during the period of such contest; (d) Liens to secure obligations under worker's compensation laws or similar legislation to secure public or statutory

obligations of the Pledgor or any of its Subsidiaries; (e) Liens imposed by law; (f) Liens (including deposits) in connection with self-insurance; (g) Liens (including deposits) in connection with or to secure performance of bids, tenders, contracts (other than contracts creating or evidencing Debt for borrowed money) or leases or to secure statutory obligations, surety or appeal bonds or indemnity, performance or similar bonds; (h) Liens in connection with litigation being contested and judgment Liens in proceedings which are being (or which will be) duly appealed and for which stay of execution has been (or is reasonably expected to be) received; and (i) Liens arising in connection with advances or progress payments under government contracts.

"Person" means an individual, corporation, partnership, trust or unincorporated organization or a government or any agency or political subdivision thereof.

"Pledgor" means ACF Industries, Incorporated.

"Receivables" means with respect to any item of Equipment or any Lease any and all of the Pledgor's rights (a) to payment for such item of Equipment sold or leased or services performed by the Pledgor, including, but not limited to, rights evidenced by a Lease, account, note, contract, security, instrument, chattel paper, or other evidence of indebtedness and (b) in, to and under any and all security therefor, including but not limited to the Pledgor's rights under any applicable security agreement, in each case whether now or hereafter existing or now owned or hereafter acquired by the Pledgor and whether or not the same is subject to Article 9 of the Uniform Commercial Code or constitutes a Receivable by reason of any one or more than one of the preceding clauses.

"Representation and Warranty" means (a) each representation and warranty made pursuant to or under (i) (A) Article 2, Article 3 or any other provision of this Agreement or (B) any of the other Collateral Documents or (ii) any amendment of or waiver or consent thereunder and (b) each statement contained in any certificate, financial statement, legal opinion or other instrument or document delivered by or on behalf of the Pledgor pursuant to or in connection with any of the Collateral Documents or any such amendment, waiver or consent.

"Secured Obligations" means all indebtedness, liabilities, obligations, covenants and duties of, and all

terms and conditions to be observed by the Pledgor due or owing to, or in favor or for the benefit of, the Secured Party under the Credit Agreement, this Agreement or any other Loan Document, or any of them, of every kind, nature and description, direct or indirect, absolute or contingent, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, now existing or hereafter arising, and whether or not for the payment of money or the performance or non-performance of any act.

"Secured Party" means Irving Leasing Corporation.

"Secured Party's Office" means the address of the Secured Party specified in or determined in accordance with the provisions of Section 7.01 of the Credit Agreement.

"Security Interest" means the mortgages, pledges and assignments to the Secured Party of, the continuing security interest of the Secured Party in, and the continuing lien of the Secured Party upon, the Collateral intended to be effected by the terms of this Agreement or any of the other Collateral Documents.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the State of New York.

(c) Other Definitional Provisions. (i) Except as otherwise specified herein, all references herein (A) to any Person, other than the Pledgor, shall be deemed to include such Person's successors and assigns, (B) to the Pledgor shall be deemed to include the Pledgor's successors, and (C) to any Applicable Law or Contract defined or referred to herein shall be deemed references to such Applicable Law or Contract as the same may be amended or supplemented from time to time, or, in the case of any such Contract, as the terms thereof may be waived or modified, but only in the case of

each such amendment, waiver or modification, to the extent permitted by, and effected in accordance with, the terms thereof.

(ii) The words "herein", "hereof" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not of any provision of this Agreement, and "Section", "subsection", "Schedule" and respective references are to this Agreement unless otherwise specified.

(iii) Whenever the context so requires, the neuter gender includes the masculine or feminine, and the singular number includes the plural, and vice versa.

(iv) Except as otherwise specified therein, all terms defined in this Agreement shall have their defined meanings when used in the other Collateral Documents, any certificate, opinion or other document delivered pursuant hereto or thereto.

Section 6.02. Representations and Warranties. All Representations and Warranties shall be made at and as of the Agreement Date, and, in addition, in the case of any particular Representation and Warranty, at such other time or times as such Representation and Warranty is made or deemed made in accordance with the provisions of the applicable Collateral Document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the day and year first written above.

ACF INDUSTRIES, INCORPORATED

By 
Name:
Title:

IRVING LEASING CORPORATION

By 
Name:
Title:

WILFREDO FERNANDEZ
Notary Public, State of New York
No. 31-4903284
Qualified in New York County
Commission Expires Aug. 3, 1989

Wilfredo Fernandez
Signature of notary public
My commission expires August 3, 1989

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 20th day of April, 1988 before me personally appeared, Peter Rudzitis, to me personally known, who being by me duly sworn, says that he resides at 214 East 24th Street, Apt. PHC, New York, New York 10010 and he is the Assistant Vice President of Irving Leasing 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.

[Seal]

SCHEDULE OF REQUIRED CONSENTS
AND GOVERNMENTAL APPROVALS

| <u>INITIALLED ACFX AND NUMBERED</u> | <u>QUANTITY</u> | <u>AAR DESG.</u> |
|---|-----------------|----------------------|
| 65011 - 65020 | 10 | C214 |
| 65022 - 65035 | 14 | |
| 65037 - 65052 | 16 | |
| 65054 - 65060 | 7 | |
| 51429 - 51432 | 4 | C614 |
| 51434 - 51435 | 2 | |
| 51456 - 51460 | 5 | C614 |
| 51478 - 51484 | 7 | C614 |
| 51485 - 51488 | 4 | C614 |
| 51489 - 51493 | 5 | C614 |
| 51521 - 51522 | 2 | C614 |
| 51523 - 51532 | 10 | C614 |
| 41068 - 41075 | 8 | C714 |
| 71812 - 71826 | 15 | T055 |
| 71758 - 71778 | 21 | T103 |
| 71782 - 71806 | 25 | T104 |
| 71865 - 71999 | 135 | T104 |
| 71670 - 71682 | 13 | T105 |
| 71779 - 71781 | 3 | T105 |
| 71834 - 71838 | 5 | |
| 71688 - 71716 | 29 | T107 |
| 71722 - 71757 | 36 | |
| 77298 - 77316 | 19 | T544 |
| | <hr/> | |
| Total | 395 | |