

**BALL JANIK LLP**

MAY 14 '98

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A T T O R N E Y S

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WASHINGTON, D.C. 20005

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LOUIS E. GITOMER  
OF COUNSEL  
(202) 466-6532

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May 14, 1998

RECORDATION NO.

21406-A  
FILED

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RECORDED  
SURFACE TRANSPORTATION  
BOARD

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

Dear Secretary Williams:

I have enclosed two originals of the first document described below, and the original and one certified copy of the second document described below, both to be recorded pursuant to 49 U.S.C. § 11301.

The first document is a Security Agreement (With Non-Recourse), a primary document, dated as of May 14, 1998. We request that this document be given the next available Recordation Number.

The names and addresses of the parties to the Security Agreement (With Non-Recourse) are:

Lender:

Phoenixcor, Inc.  
65 Water Street  
South Norwalk, CT 06854

Borrower:

ICX Corporation  
3 Summit Park Drive, Suite 200  
Cleveland, OH 44131

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Honorable Vernon A. Williams  
May 14, 1998  
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A description of the equipment covered by the Security Agreement (With Non-Recourse) consists of one GP-38 locomotive numbered LTV 4203.

The second document is a Non-Recourse Promissory Note, a secondary document, dated May 14, 1998. This is connected to the primary document above. We request that this document be recorded under the "A" suffix of the Recordation Number given to the Security Agreement (With Non-Recourse).

The name and address of the party to the Non-Recourse Promissory note is:

Borrower:

ICX Corporation  
3 Summit Park Drive, Suite 200  
Cleveland, OH 44131

A description of the equipment covered by the Non-Recourse Promissory Note consists of one GP-38 locomotive numbered LTV 4203.

A fee of \$52.00 is enclosed. Please return one original of each document to:

Louis E. Gitomer  
Of Counsel  
Ball Janik LLP  
Suite 225  
1455 F Street, N.W.  
Washington, DC 20005

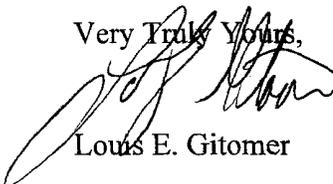
Honorable Vernon A. Williams

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A short summary of the documents to appear in the index follows: (1) Security Agreement (With Non-Recourse) between Phoenixcor, Inc., 65 Water Street, South Norwalk, CT 06854, and ICX Corporation, 3 Summit Park Drive, Suite 200, Cleveland, OH 44131; and (2) Non-Recourse Promissory Note between Phoenixcor, Inc., 65 Water Street, South Norwalk, CT 06854, and ICX Corporation, 3 Summit Park Drive, Suite 200, Cleveland, OH 44131, both covering one GP-38 locomotive numbered LTV 4203.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Louis E. Gitomer", is written over the typed name below.

Louis E. Gitomer

Enclosures

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**NON-RECOURSE PROMISSORY NOTE**

(Lease Agreement No.816, Equipment Schedule No. 019)

\$407,836.74

Date: May 14, 1998

FOR VALUE RECEIVED, ICX CORPORATION, an Ohio corporation (the "Borrower") promises to pay to the order of Phoenixcor, Inc., a Delaware corporation, (the "Lender"), at the Lender's office at 65 Water Street, S. Norwalk CT 06854, the principal amount of four hundred seven thousand eight hundred thirty six and 74/100 Dollars (\$407,836.74) with interest thereon at the rate of seven and 43/100 (7.43%) percent per annum (the "Discount Rate") from date to maturity of each installment on the principal hereof remaining from time to time unpaid, such principal and interest to be paid in twenty seven (27) quarterly installments of nineteen thousand one hundred seventy seven and 92/100 Dollars (\$19,177.92) each, commencing on July 1, 1998 and continuing on the same date of each quarter thereafter to and including January 1, 2005, such installments to be applied first to accrued and unpaid interest and the balance to unpaid principal. Interest shall be computed on the basis of a year consisting of twelve months of thirty days each.

The Note is secured by a Security Agreement (Chattel Mortgage and Assignment of Lease Agreement No. 816, Equipment Schedule No. 019 dated May 14, 1998 (as from time to time amended, the "Security Agreement"), between the Borrower and the Lender, to which Security Agreement reference is made as to the nature and extent of the security ("Collateral") for this Note with respect to the Collateral and the acceleration of the maturity of this Note. Borrower may not prepay this Note; provided that Lender may grant permission to Borrower to prepay this Note at such time and such conditions as Lender in its sole discretion deems appropriate. Borrower will pay a late charge on all installments past due hereunder, equal to the late charge provided in the Lease, as defined in the Security Agreement.

The Lender, and any subsequent holder of this Note, by acceptance of this Note agrees that, except as otherwise provided in the Security Agreement, the Borrower has none and shall have no personal liability or obligation with respect to payment of this Note, and that, except as otherwise provided in the Security Agreement, this Note is payable solely from the proceeds received by Lender from its interest in and to the Collateral. This Note is a negotiable instrument and the rights of the holder hereof shall be governed by the laws of the State of Connecticut.

ICX CORPORATION

BY: *John B. Rostrom*  
TITLE: Vice President

In witness whereof I hereunto set my hand and official seal.

(SEAL)

*Kelly M. Carr*  
Notary Public

My commission expires:

Kelly M. Carr  
Notary Public, State of Ohio  
Lake Cty. - My Commission  
Expires August 14, 2002

## CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy to the original Non-Recourse Promissory Note dated May 14, 1998, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in black ink, appearing to read "Louis E. Gitomer", is written over a horizontal line.

Louis E. Gitomer  
May 14, 1998