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OF COUNSEL  
URBAN A. LESTER

18849-A

May 11, 1995

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\$42.00

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MAY 11 12 21 PM '95  
LICENSING DIVISION

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of a Amended and Restated Security Agreement, dated as of May 10, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement duly filed with the ICC under Recordation Number 18849.

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

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

Secured Party: Star Bank, National Association  
425 Walnut Street, 8th Floor  
Cincinnati, Ohio 45202

A description of the railroad equipment covered by the enclosed document is attached to the Security Agreement as Schedules "A" and "B".

*Counterparts - Govt.*

Mr. Vernon A. Williams  
May 11, 1995  
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", written in black ink.

Robert W. Alvord

RWA/bg  
Enclosures

18849-A

AMENDED AND RESTATED SECURITY AGREEMENT - TRUST DEED

AMENDED AND RESTATED SECURITY AGREEMENT - TRUST DEED dated as of May 10, 1995 (the "Security Agreement") between ACF Industries, Incorporated, a New Jersey corporation (the "Debtor"), and Star Bank, National Association, a national banking association (the "Secured Party"), parties to the Amended and Restated Term Loan Agreement dated of even date herewith (the "Loan Agreement"), as the same may be amended, modified or supplemented from time to time.

RECITALS

A. Pursuant to Section 4 of the Loan Agreement and subject to conditions therein set forth, the Secured Party has agreed to make term loans to the Debtor in the aggregate principal amount of \$13,000,000 (together referred to as the "Secured Loan").

B. The Secured Party has entered into a Master Equipment Lease (the "ARI Lease"), dated May 10, 1995, but effective as of April 25, 1995 with a majority-owned subsidiary of Debtor, American Railcar Industries, Inc. ("ARI"). The ARI Lease and each related Acceptance Supplement and Schedules thereto are guaranteed by Debtor pursuant to a Guaranty, dated of even date herewith, in favor of Secured Party (the "Guaranty"), which Guaranty is secured by this Security Agreement.

C. The parties desire in this Agreement, in connection with entering into the Loan Agreement and the Guaranty, to amend and restate in its entirety that certain Security Agreement-Trust Deed, dated as of June 9, 1994, by the Debtor in favor of the Secured Party.

D. The principal of and interest on the Secured Loan, the rentals under the ARI Lease and all additional amounts and other sums at any time due and owing from or required to be paid by Debtor under the terms of the Guaranty with respect to the ARI Lease and under the terms of the Loan Agreement with respect to the Secured Loan, the Notes of the Debtor issued pursuant thereto or this Security Agreement are hereinafter sometimes referred to as "indebtedness hereby secured."

Section 1. DEFINITIONS

1.01 Terms defined in the preamble hereof shall have their respective meanings when used herein and as used herein and the following terms shall have the meanings herein specified unless the context otherwise requires. Capitalized terms used but not defined here shall have the meanings assigned to them in the Loan Agreement. Defined terms in this Security Agreement shall include in the singular number the plural and in the plural number the singular.

"AAR" shall mean the Association of American Railroads.

"AAR Value" shall mean, (a) as to each Item of Original Equipment, the assigned value as set forth in the appraisal of the Original Equipment dated May 26, 1994, by LTK Management Services, and (b) as to each Item of Additional Equipment, the assigned value as set forth in the appraisal of the Additional Equipment dated March 31, 1995, by LTK Management Services. As to Replacement Units, "AAR Value" shall mean the settlement value of Rolling Stock determined pursuant to Rule 107 Damaged and/or Destroyed Cars (or a successor rule) of the AAR as published in the most recent edition of Field Manual of the AAR Interchange Rules (or a successor publication).

2.02. "Additional Equipment" shall have the meaning specified in Section

5.02(a)(A). "Cash Collateral Account" shall have the meaning specified in Section

"Casualty Date" shall have the meaning specified in Section 5.02 (a).

"Casualty Loss" shall have the meaning specified in Section 5.02(a).

5.02(a). "Casualty Loss Proceeds" shall have the meaning specified in Section

"Collateral" shall have the meaning specified in Section 2.01 hereof.

"Equipment" shall have the meaning specified in Section 2.02 hereof.

hereof. "Equipment Leases" shall have the meanings specified in Section 2.03

Section 2.03 hereof. "Equipment Lease Proceeds" shall have the meaning specified in

"ICA" shall mean the Interstate Commerce Act, as amended.

"ICC" shall mean the Interstate Commerce Commission.

hereof. "Item of Equipment" shall have the meaning specified in Section 2.02

"Lien" shall have the meaning specified in Section 3.03 hereof.

"Original Equipment" shall have the meaning specified in Section 2.02.

hereof. "Permitted Lien" shall have the meaning specified in Section 3.03

"Replacement Unit" shall have the meaning specified in Section 5.02(a) hereof.

"Rolling Stock" shall mean standard gauge railroad rolling stock, other than passenger equipment or work equipment, used or intended for use in connection with interstate commerce; excluding, however, railroad rolling stock scrapped or intended to be scrapped.

"Secured Loan" shall have the meaning specified in the first recital hereof.

"UCC" shall mean the Uniform Commercial Code as in effect in the State of New York unless otherwise specified.

## Section 2. SECURITY

2.01 Grant of Security. 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, the receipt and sufficiency of which is hereby acknowledged, and in order to secure its obligations to Secured Party under the Guaranty and 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, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including any extensions or renewals thereof, and the performance and observance of all covenants and conditions contained in the Guaranty, the Loan Agreement and in this Security Agreement and the Notes, does hereby grant to the Secured Party, its successors and assigns, a lien on and security interest in all of the Debtor's rights, title and interest in and to the properties, rights, interests and privileges described in Sections 2.01, 2.02 and 2.03 hereof (all of which properties are hereinafter collectively referred to as the "Collateral").

2.02 Equipment Collateral. Collateral includes (a) certain railroad tank cars and covered hopper cars described on Schedule A hereto (the "Original Equipment"), and (b) certain railroad tank cars and covered hopper cars described on Schedule B hereto (the "Additional Equipment" and, together with the Original Equipment, referred to herein as the "Equipment" or "Items of Equipment" and each individually an "Item of Equipment"), together with all accessories, equipment, parts and appurtenances appertaining or attached to such Equipment, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Equipment, together with all the rents, issues, income and profits therefrom and the proceeds thereof.

2.03 Rental Collateral. Collateral also includes, subject to Section 4 hereof, all right, title and interest of Debtor in and to each and every lease relating to the Equipment but to and only to the extent relating to the Equipment, including renewals and replacements of such leases (each such portion of such lease being

an "Equipment Lease"), and all payments due and to become due under any Equipment Lease, whether as contractual obligations, damages or otherwise to the extent such payments are derived from the Equipment (the "Equipment Lease Proceeds"). Any replacement leases with respect to Equipment upon the expiration or other termination of any Equipment Lease shall be entered into only after notice to the Secured Party and only with lessees acceptable to the Secured Party, in its reasonable discretion.

The Secured Party shall be entitled to collect and receive the Equipment Lease Proceeds only upon the occurrence of and during the continuance of an Event of Default.

2.04 Cash Collateral Account. Collateral also includes the Cash Collateral Account, as defined in Section 5.02, all amounts from time to time on deposit therein and all investments made with the proceeds thereof.

### Section 3. COVENANTS AND WARRANTIES OF THE DEBTOR

The Debtor covenants, warrants and agrees with the Secured Party until the ARI Lease and the Secured Loan are paid in full that:

3.01 Debtor's Duties. The Debtor shall perform, abide by and be governed by each and all of the terms, provisions, covenants and agreements set forth in this Security Agreement, the Guaranty, the Loan Agreement and the Notes 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, covenants, amendments or supplements to the Guaranty and the Loan Agreement were fully set out in an amendment or supplement to this Security Agreement.

#### 3.02 Maintenance; Insurance.

(a) The Debtor at its own expense shall maintain and keep or cause to be maintained and kept each Item of Equipment in good order and repair at its or the lessee's own cost and expense, unless and until it becomes worn out, unsuitable for use, lost or destroyed.

(b) The Debtor will maintain or cause to be maintained with responsible insurance companies, such insurance and provide evidence of the same as is set forth in Section 2(c) of the Loan Agreement.

3.03 Ownership; Preservation of Collateral. The Debtor is the owner of all the Collateral free and clear of all claims, liens, encumbrances, rights of set-off, and security interests of any nature whatsoever (except this security interest), and there are no financing statements covering same on file at any public office. The Debtor will warrant and defend the title to the Collateral against all claims and demands of all third persons or persons claiming by, through or under the Debtor.

The Debtor will not create, assume or suffer to exist any Lien on the Collateral other than Permitted Liens (as hereinafter defined) and shall promptly take such action as is reasonably necessary to remove any Lien that is not a Permitted Lien. As used herein, "Lien" shall mean any mortgage, pledge, security interest, encumbrance, lien or charge of any kind. As used herein, "Permitted Liens" shall mean (a) the Lien created by this Security Agreement in the Collateral and the Equipment Leases; (b) the Lien of taxes, assessments or governmental charges or levies which are not at the time delinquent; (c) mechanics', materialmen's, suppliers', warehousemen's and similar Liens for services or materials for which payment is not overdue or the payment of which is being contested in good faith by appropriate proceedings; provided, however, that such proceeding shall suspend the collection of such amounts and the security interest in the Collateral or any part thereof would not be adversely affected or forfeited during the period of such contest; or (d) the interest of any lessee under an Equipment Lease or sublease of an Equipment Lease.

3.04 Further Assurances. The Debtor will, at its expense, do, execute, acknowledge and deliver all further acts, deeds, conveyances, transfers and assurances necessary for the perfection of the security interest in the Collateral, whether now owned or hereafter acquired, with the ICC and appropriate state and local filing offices as provided herein.

3.05 Recordation and Filing. The Debtor will cause this Security Agreement and any supplements hereto, and all financing and continuation statements and similar notices required by applicable law, at all times to be kept, recorded and filed at no expense to the Secured Party with the ICC and appropriate state and local filing offices in order to fully preserve and protect the rights of the Secured Party hereunder, and will at its own expense furnish to the Secured Party promptly after the execution and delivery of any supplement to this Security Agreement opinions of counsel for the Borrower, which opinions shall cover the matters set forth in paragraphs (e), (f) and (g) of Exhibit 3(g) to the Loan Agreement.

3.06 Power of Attorney. The Debtor does hereby irrevocably constitute and appoint the Secured Party, upon the occurrence and during the continuance of an Event of Default, its true and lawful attorney with full power of substitution for it and in its name, place and stead, to ask, demand, collect, receive, receipt for and sue for any and all Equipment Lease Proceeds 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 proceedings, 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 Equipment Lease Proceeds and the security intended to be afforded hereby.

3.07 Chief Executive Office. The chief executive office of Debtor is located at 3301 Rider Trail South, Earth City, Missouri 63045.

#### Section 4. SPECIAL PROVISIONS CONCERNING LEASES

Until the occurrence and continuance of an Event of Default, Debtor may exercise all of the Debtor's rights, powers, privileges and remedies under the Equipment Leases, including, without limitation, the right to receive any and all monies due or to become due under the Equipment Leases, and to retain all copies (original or duplicates) of Equipment Leases. The Secured Party shall have the right to inspect all Equipment Leases from time to time and mark the same with the following language:

"The rights and interests of ACF Industries, Incorporated under this Lease and all amendments and riders hereto relating to certain railcars listed herein, and in such railcars, have been assigned to one or more banks or other financial institutions listed on the page or pages at the end of this Lease and are subject to a first priority perfected security interest in favor of such banks or other institutions. To the extent that this Lease constitutes chattel paper, no security interest in this Lease may be created or perfected through the transfer or possession of this counterpart."

The Secured Party shall also have the right from time to time to mark on the page or pages at the end of the Equipment Leases describing the Equipment in which Secured Party has interests hereunder notations of Secured Party's interests in the Collateral and Secured Party shall have the right from time to time to periodically audit the lease records of Debtor as to the status of the Equipment and Equipment Leases.

#### Section 5. COLLATERAL

5.01 Possession of Collateral. So long as no Event of Default has occurred and is continuing, the Debtor and each lessee party to an Equipment Lease shall be suffered and permitted to remain in full possession, enjoyment and control of the Collateral, including without limitation the Equipment Lease itself, and to manage, operate and use the Collateral and each part thereof with the rights and franchises pertaining to the Collateral.

#### 5.02 Casualty Loss; Insurance Proceeds.

(a) In the event that at any time prior to occurrence of an Event of Default any Item of Equipment is destroyed, lost, stolen, irreparably damaged or missing for a period in excess of ninety (90) days, taken by any governmental entity (including without limitation condemnation, confiscation, requisition, taking of title or use by any governmental entity for a period of twelve months after the date of such taking) or otherwise becomes unusable in the business of the Debtor (a "Casualty Loss"), the Debtor shall promptly inform the Secured Party of the Casualty Loss. At each such date that a Casualty Loss has occurred with respect to any Item of

Equipment (any such occurrence being herein after called a "Casualty Date"), at the option of the Debtor, within ninety (90) days after such Casualty Date, the Debtor shall either: (i) deposit into the Cash Collateral Account in respect of each Item of Equipment which has become a Casualty Loss an amount in U.S. dollars (as to each such Item, the "Casualty Loss Proceeds") equal to the product of the outstanding principal amount of the Loans multiplied by a fraction, the numerator of which is the assigned AAR Value of the specific Items of Equipment subject to such Casualty Loss and the denominator of which is the aggregate AAR Value of all Items of Equipment (it being understood Debtor is entitled to any proceeds, whether in respect of insurance proceeds, condemnation awards or other in excess of the dollar amount of Casualty Proceeds payable in respect of such Items of Equipment), or (ii) replace such Items of Equipment with replacement units of Rolling Stock (the "Replacement Units"), which Replacement Units, in aggregate, have an AAR Value at least equal to the amount of the Casualty Loss Proceeds required to be deposited in the Cash Collateral Account with respect to such Casualty Loss under clause (i) above, or (iii) apply such Casualty Loss Proceeds to prepayment of the Loan, subject to prepayment penalties as provided in the Loan Agreement.

(b) In the event that Items of Equipment have been the subject of a Casualty Loss and the Debtor, in consequence thereof has elected to satisfy the requirements of subsection (a)(i) of this Section 5.02:

(i) All Casualty Loss Proceeds shall be deposited by the Secured Party into a special cash collateral account (the "Cash Collateral Account") with the Secured Party in the name of the Debtor but under the sole control and dominion of the Secured Party, for so long as, but only so long as, the Security Agreement shall be in full force and effect;

(ii) All amounts from time to time on deposit in the Cash Collateral Account shall, so long as no Event of Default shall have occurred and be continuing, be invested by the Secured Party at the direction of Debtor in certificates of deposit with such maturities as Debtor shall request; and

(iii) Except as otherwise provided herein, amounts on deposit in the Cash Collateral Account shall not be released by the Secured Party except to the extent that all or any part of such amount is to be applied, at the option of Debtor, to prepay, in whole or in part, or to satisfy any scheduled amortization of, the Secured Loan.

(c) In the event that Items of Equipment have been the subject of a Casualty Loss and the Debtor in consequence thereof has elected to satisfy the requirements of subsection (a)(i) of this Section 5.02, the Debtor may at any time thereafter, upon prior written notice to the Secured Party, substitute Replacement

Units as provided in subsection (a)(ii) of this Section 5.02 and withdraw the monies deposited in the Cash Collateral Account in respect of such Items of Equipment which had been the subject of a Casualty Loss, and interest earned thereon, in respect of which the Debtor had initially satisfied the requirements of subsection (a)(i) of this Section 5.02.

(d) Upon the occurrence and during the continuance of any Event of Default, all Casualty Loss Proceeds shall be paid to the Secured Party and applied by the Secured Party as specified in Section 6.03.

(e) So long as no Event of Default shall have occurred and be continuing, upon the request of Debtor, the Secured Party shall take such actions as may be requested by the Debtor in order to release, and shall execute and deliver releases in a form reasonably satisfactory to Debtor releasing (i) all the Secured Party's interest in and to any Item of Equipment, and (ii) such Item of Equipment from the Lien of this Security Agreement; provided, however, that no Item of Equipment shall be so released unless simultaneously there shall be subject to the Lien of this Security Agreement and the interest of the Secured Party Replacement Units having an aggregate AAR Value as of the date of release (which AAR Value shall be certified to by an officer of Debtor) not less than the AAR value of any Item or Items of Equipment to be so released. The foregoing shall not be deemed in any way to limit the Debtor's right to purchase or substitute any Replacement Unit in the event of a Casualty Loss or Casualty Losses pursuant to this Section 5.02.

#### Section 6. SECURED PARTY'S RIGHTS

6.01 The Secured Party's Rights. The Debtor agrees that when any Event of Default as defined in either the Loan Agreement or the ARI Lease has occurred and is continuing, subject to the rights, if any, of the lessee of the Equipment, the Secured Party shall 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 ICA and under the UCC (regardless of whether such UCC or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted), and the Secured Party shall have the following rights and remedies:

(a) Upon the occurrence of any Event of Default and during the existence thereof, the Secured Party shall have all the rights of a secured party under the ICA and/or the UCC to enforce the security interests contained herein;

(b) 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 may enter any of the premises of the Debtor, with or without notice, demand, process of law or legal procedure, and search for, take possession of, remove, keep and store the Collateral, or use and operate or lease the Collateral until sold;

(c) Any Collateral repossessed by the Secured Party under or pursuant to this Section 6.01 may be sold, leased or otherwise disposed of, and the Secured Party may operate, use or exercise any rights of ownership pertaining to the Collateral as the Secured Party deems necessary to preserve the value and receive the benefits of the Collateral. Upon repossession or recovery of the Collateral by the Secured Party, it may, after reasonable notification to the Borrower, sell the Collateral at public or private sale, at which sale the Secured Party may become the purchaser.

(d) The Secured Party may proceed to protect and enforce this Security Agreement 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, for the recovery of judgment for the indebtedness hereby secured or for the enforcement of any other legal or equitable remedy available under applicable law.

(e) The Debtor hereby waives all claims against the Secured Party for damages by reason of any seizure, repossession, retention, operation, use or sale of the Collateral. The requirement of reasonable notice, if necessary, shall be met if such notice is given as provided herein at least ten (10) days prior to the date of the sale or disposition. While exercising its rights as a secured party hereunder, including operation, use and receipt of benefits from the Collateral, the Secured Party shall not be liable in any fashion to the Debtor or any third party (including without limitation Debtor's employees, invitees, customers and suppliers) for any damages arising from such operation and use, or any obligations, duties or liabilities of Debtor in connection therewith.

**6.02 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.

**6.03 Application of Sale Proceeds.** The proceeds of any sale of the Collateral, or any part thereof, and the proceeds of any remedy hereunder shall be paid to and applied as follows:

(a) First, to the payment of costs and expenses incurred in connection with the retaking, removing, holding, restoration to saleable condition, keeping, storing, operating, using advertising and selling the Collateral, and of all expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made hereunder by the Secured Party;

(b) Second, to the payment of the amount then owing or unpaid on the Secured Loan for principal and interest and any other amounts then owing under this Agreement in respect of the Secured Loan and any amounts due under the Guaranty; and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid, then first to unpaid principal of the Secured Loan, and second, to unpaid interest on the Secured Loan, and third, to such amounts due under the Guaranty, it being understood that Debtor shall remain liable to the Secured Party to the extent of any deficiency between the amount of the proceeds of such disposition and the aggregate amount of the sums referred to in clauses (a) and (b) of this Section 6.03; and

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

**6.04 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 and Secured Party 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.

**6.05 Cumulative Remedies.** No delay or omission of the Secured Party 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 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. The Secured Party may exercise any one or more or all of the remedies hereunder and no remedy 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 now or hereafter at law or in equity; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Secured Party be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

**6.06 Indemnity.** The Debtor agrees to indemnify, protect and hold harmless the Secured Party from and against all losses, damages, injuries, liabilities, claims and demands (the "indemnified liabilities"), and expenses in connection therewith (including, but not limited to, reasonable attorneys' fees and expenses) arising out of or as the result of entering into or the performance of this Security Agreement, the retention by the Secured Party of a security interest in the Collateral, the delivery, rejection, storage or repossession of any of the Equipment during the period while a security interest therein remains in the Secured Party or during the

period of the transfer of such security interest in the Collateral by the Secured Party pursuant to any of the provisions of this Security Agreement; provided, however, that the Debtor shall have no obligation to so indemnify the Secured Party for any indemnified liabilities arising from the Secured Party's willful misconduct or gross negligence.

Section 7. MISCELLANEOUS

7.01 Successors and Assigns. The rights, duties and obligations of the Debtor hereunder may not be assigned or otherwise transferred without the prior written consent of the Secured Party. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the permitted 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 permitted successors and assigns of such parties.

7.02 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.

7.03 Communications. All notices and communications provided for herein shall be in writing (including overnight delivery and telecopy) and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally, one day after deposit with an overnight delivery service, when transmission of telecopy is confirmed, or five days after deposit in the United States mail, first class, postage prepaid, addressed as set forth in Section 7(c) of the Loan Agreement.

7.04 Termination. This Security Agreement and the security interest granted hereby shall terminate when the ARI Lease and the Secured Loan have been fully paid or discharged, at which time the Secured Party shall execute and deliver to the Debtor all Uniform Commercial Code termination statements and such similar documents or proper instrument or instruments which the Debtor shall request to evidence such termination and the release from the Lien created hereby on the Collateral Security. Upon the termination of this Security Agreement, all amounts in the Cash Collateral Account shall be under the sole dominion and control of the Debtor.

7.05 GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE; PROVIDED, HOWEVER, THAT THE PARTIES SHALL BE ENTITLED TO ALL RIGHT'S CONFERRED BY 49 U.S.C. SECTION 11303 AND SUCH ADDITIONAL RIGHTS, ARISING OUT OF THE FILING, RECORDING OR DEPOSIT HEREOF, IF ANY.

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

7.07 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 executed this Security Agreement as of the day and year first above written.

ACF INDUSTRIES, INCORPORATED

By: *Harish Patel*  
Title: *President*

(SEAL)

STAR BANK, NATIONAL ASSOCIATION

By: *Sam O. Nettis*  
Title: *Vice President*

(SEAL)

STATE OF Missouri )  
COUNTY OF St. Charles )

ss.:

On this 16 day of MAY, 1995, before me, personally appeared WILLIAM S. CRICKS to me personally known, who being by me duly sworn, says that he/she resides at St. Louis, Mo and is Treasurer of ACF Industries, Incorporated, 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.

NANCY COLLINS  
NOTARY PUBLIC - STATE OF MISSOURI  
ST. CHARLES COUNTY  
MY COMMISSION EXPIRES AUG. 2, 1996

Nancy Collins  
Notary Public

(SEAL)

STATE OF Missouri )  
COUNTY OF St. Charles )

ss.:

On this 10th day of MAY, 1995, before me, personally appeared Ken J. Trumbull to me personally known, who being by me duly sworn, says that he resides at CINCINNATI OHIO and is Vice President of Star Bank, National Association, that one of the seals affixed to the foregoing instrument is the corporate seal of such association, that said instrument was signed and sealed on behalf of said association 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 association.

NANCY COLLINS  
NOTARY PUBLIC - STATE OF MISSOURI  
ST. CHARLES COUNTY  
MY COMMISSION EXPIRES AUG. 2, 1996

Nancy Collins  
Notary Public

(SEAL)

Schedule A

Original Equipment

CAR COUNT

CAR NUMBERS

AAR DESIGNATION

AAR CODE	RPTG MARK	FROM	TO	TOTAL CARS
C112	ACFX	42033		1
	ACFX	60674	60675	2
	ACFX	60702		1
	ACFX	60707		1
	ACFX	61791		1
	ACFX	61929		1
	ACFX	62037		1
	ACFX	62052		1
	ACFX	62168		1
	ACFX	62235		1
	ACFX	62552		1
	ACFX	62563		1
	ACFX	62619		1
	ACFX	62637		1
	ACFX	62641		1
	ACFX	62675		1
	ACFX	62686		1
	ACFX	62778		1
	ACFX	62785		1
	ACFX	62988		1
	ACFX	63436		1
	ACFX	63479		1
	ACFX	63526		1
	ACFX	63535		1
	ACFX	63694		1
	ACFX	63697		1
	ACFX	63700	63701	2
	ACFX	63703		1
	ACFX	63707		1
	ACFX	63717	63718	2
	ACFX	63729		1
	ACFX	63733		1
	ACFX	63838		1
	ACFX	63914		1
	ACFX	64153		1
	ACFX	64166		1
	ACFX	64171		1
	ACFX	64189		1
	ACFX	64215		1
	ACFX	64267		1
	ACFX	64273		1
	ACFX	64275		1
	ACFX	64279		1
	ACFX	64284		1
	ACFX	64294		1
	ACFX	64301		1
	ACFX	64309		1
	ACFX	64313		1
	ACFX	64320	64321	2
	ACFX	64365		1
C112				54

AAR CODE	RPTG MARK	FROM	TO	TOTAL CARS
C113	ACFX	46529	46536	8
	ACFX	46538	46539	2
	ACFX	46542		1
	ACFX	46545	46546	2
	ACFX	46549	46556	8
	ACFX	46558	46560	3
	ACFX	46562		1
	ACFX	46564	46566	3
	ACFX	46568		1
	ACFX	46596	46597	2
	ACFX	46599	46605	7
	ACFX	46607	46610	4
	ACFX	46612		1
	ACFX	46614	46620	7
	ACFX	46622	46627	6
	ACFX	46629	46632	4
	ACFX	46634	46635	2
	ACFX	47010		1
	ACFX	47017		1
	ACFX	47046		1
	ACFX	47054		1
	ACFX	47068		1
	ACFX	47267		1
	ACFX	47272		1
	ACFX	47285		1
	ACFX	47287	47288	2
	ACFX	47293	47301	9
	ACFX	47304		1
	ACFX	47306		1
	ACFX	47308	47309	2
	ACFX	47311		1
	ACFX	47313	47330	18
	ACFX	47333	47335	3
	ACFX	47339	47340	2
	ACFX	47344	47345	2
	ACFX	47351	47353	3
	ACFX	47355	47356	2
	ACFX	47420	47424	5
	ACFX	47426	47432	7
	ACFX	47747	47749	3
	ACFX	47751		1
	ACFX	47753		1
	ACFX	74041		1
C113				134
C212	ACFX	64276	64277	2
	ACFX	64280		1
	ACFX	64290		1
	ACFX	64293		1
	ACFX	64297	64298	2
	ACFX	64308		1

AAR CODE	RPTG MARK	FROM	TO	TOTAL CARS
C212	ACFX	64354	64356	3
C212				11
C213	ACFX	47283	47284	2
C213				2
C214	ACFX	58237		1
	ACFX	58240		1
	ACFX	58680	58681	2
	ACFX	58683	58691	9
	ACFX	58693	58698	6
	ACFX	58810	58811	2
	ACFX	58813	58824	12
C214				33
C312	ACFX	63842		1
C312				1
C313	ACFX	74120		1
C313				1
C412	ACFX	64129		1
C412				1
C614	ACFX	45472		1
	ACFX	45474	45497	24
	ACFX	45591	45592	2
	ACFX	51206	51224	19
	ACFX	51226	51229	4
C614				50
T073	ACFX	88347		1
T073				1
T102	ACFX	24304		1
T102				1
T103	ACFX	13543		1
	ACFX	13550		1
	ACFX	13922		1
	ACFX	13924		1
	ACFX	13950		1
	ACFX	14601		1
	ACFX	16177		1
T103				7
T104	ACFX	12504		1
	ACFX	12511		1
	ACFX	12515		1
	ACFX	84531		1
	ACFX	84958		1

AAR CODE	RPTG MARK	FROM	TO	TOTAL CARS
T104	ACFX	84960	84962	3
	ACFX	86683		1
	ACFX	86687		1
	ACFX	86943	86944	2
	ACFX	86946		1
	ACFX	86950		1
	ACFX	87372	87373	2
	ACFX	87379		1
	ACFX	87394		1
	ACFX	88479		1
	ACFX	89393	89395	3
	ACFX	89620		1
	ACFX	89626		1
	ACFX	89631		1
	ACFX	89636	89637	2
	ACFX	89639		1
	ACFX	89651	89652	2
T104				30
T105	ACFX	12065		1
	ACFX	12143	12144	2
	ACFX	12988		1
	ACFX	77653		1
	ACFX	77884		1
	ACFX	77896		1
	ACFX	78084		1
	ACFX	81026		1
	ACFX	81224	81225	2
	ACFX	81229		1
	ACFX	81231		1
	ACFX	81272		1
	ACFX	81718		1
	ACFX	81836		1
	ACFX	82000		1
	ACFX	82354		1
	ACFX	82375		1
	ACFX	82521		1
	ACFX	82526		1
	ACFX	82528		1
	ACFX	82594		1
	ACFX	82756		1
	ACFX	82973		1
	ACFX	82975		1
	ACFX	83046	83048	3
	ACFX	83115		1
	ACFX	83203		1
	ACFX	83271		1
	ACFX	83282		1
	ACFX	83312		1
	ACFX	83361		1
	ACFX	83384		1

AAR CODE	RPTG MARK	FROM	TO	TOTAL CARS
T105	ACFX	83389		1
	ACFX	83395		1
	ACFX	83397		1
	ACFX	83404	83405	2
	ACFX	83499	83500	2
	ACFX	83569		1
	ACFX	83571		1
	ACFX	83625		1
	ACFX	83636	83637	2
	ACFX	83653		1
	ACFX	83793		1
	ACFX	83881		1
	ACFX	84190		1
	ACFX	84504		1
	ACFX	84592	84597	6
	ACFX	84870		1
	ACFX	86569		1
	ACFX	86619		1
	ACFX	86627		1
	ACFX	86633		1
	ACFX	86638		1
	ACFX	86641		1
	ACFX	86645	86646	2
	ACFX	86648	86650	3
	ACFX	86655		1
	ACFX	86661		1
	ACFX	86664		1
	ACFX	86668		1
	ACFX	86681		1
	ACFX	86872		1
	ACFX	86874		1
	ACFX	86878	86880	3
	ACFX	87087		1
	ACFX	87089		1
	ACFX	87115		1
	ACFX	87166	87169	4
	ACFX	87267		1
	ACFX	87297		1
	ACFX	87301		1
	ACFX	87525		1
	ACFX	87743	87749	7
	ACFX	87765	87768	4
	ACFX	88052		1
	ACFX	88117		1
T105				105
T106	ACFX	84176		1
	ACFX	84178		1
	ACFX	84552	84553	2
	ACFX	84928	84929	2
	ACFX	87171	87175	5

AAR CODE	RPTG MARK	FROM	TO	TOTAL CARS
T106	ACFX	87800		1
	ACFX	87875		1
	ACFX	88668	88672	5
	ACFX	88674	88678	5
	ACFX	88680	88681	2
	ACFX	88683		1
	ACFX	88686	88687	2
	ACFX	88689	88691	3
	ACFX	88786	88787	2
	ACFX	88789	88794	6
	ACFX	88941	88949	9
	ACFX	89022	89023	2
	ACFX	89025	89026	2
	ACFX	89029	89033	5
	ACFX	89035		1
T106				58
T183	ACFX	16155	16156	2
	ACFX	16168		1
T183				3
T377	ACFX	80381		1
	ACFX	80383		1
	ACFX	80385	80386	2
	ACFX	80389	80390	2
	ACFX	80392	80397	6
	ACFX	80399	80401	3
	ACFX	80403	80404	2
	ACFX	80406		1
T377				18
T389	ACFX	16992		1
	ACFX	16994		1
	ACFX	17194		1
	ACFX	17260		1
	ACFX	17354		1
	ACFX	17366		1
	ACFX	17368		1
	ACFX	17370	17371	2
	ACFX	17375		1
	ACFX	18580		1
	ACFX	18582		1
	ACFX	18810		1
	ACFX	18823		1
	ACFX	18894		1
	ACFX	19907		1
	ACFX	19913		1
T389				17
T409	ACFX	17088		1
	ACFX	17197		1

AAR CODE	RPTG MARK	FROM	TO	TOTAL CARS
T409	ACFX	17685		1
	ACFX	17696		1
	ACFX	17710		1
	ACFX	18827		1
	ACFX	18883		1
	ACFX	19691		1
	ACFX	19904		1
	ACFX	19911		1
	ACFX	19917		1
	ACFX	19946		1
T409				12
T418	ACFX	17774		1
	ACFX	17820		1
	ACFX	17824		1
	ACFX	17836		1
	ACFX	17840		1
	ACFX	17843		1
	ACFX	17847		1
	ACFX	17850		1
	ACFX	17852		1
	ACFX	17854		1
	ACFX	17858		1
	ACFX	17861		1
	ACFX	17876		1
T418				13
T419	ACFX	17577		1
	ACFX	17645		1
T419				2
T438	ACFX	17827		1
T438				1
T439	ACFX	17885		1
T439				1
				556

Schedule B

Additional Equipment

CAR COUNT

CAR NUMBERS

AAR DESIGNATION

secagl.7

## SCHEDULE B

RPTG MARK	CAR NUMBER	AAR DESIG.	RPTG MARK	CAR NUMBER	AAR DESIG.
ACFX	38919	C214	ACFX	73094	T104
ACFX	41877	C214	ACFX	73095	T104
ACFX	41905	C214	ACFX	73096	T104
ACFX	41906	C214	ACFX	73097	T104
ACFX	41907	C214	ACFX	73098	T104
ACFX	41908	C214	ACFX	76681	T104
ACFX	41909	C214	ACFX	76682	T104
ACFX	41910	C214	ACFX	89955	T104
ACFX	41911	C214	ACFX	71834	T105
ACFX	41912	C214	ACFX	71835	T105
ACFX	41913	C214	ACFX	71836	T105
ACFX	41914	C214	ACFX	71837	T105
ACFX	41915	C214	ACFX	71838	T105
ACFX	41916	C214	ACFX	81653	T105
ACFX	41917	C214	ACFX	81697	T105
ACFX	65018	C214	ACFX	81934	T105
ACFX	65026	C214	ACFX	82327	T105
ACFX	65047	C214	ACFX	83031	T105
ACFX	65811	C214	ACFX	83340	T105
ACFX	65812	C214	ACFX	83533	T105
ACFX	65813	C214	ACFX	83767	T105
ACFX	65814	C214	ACFX	83935	T105
ACFX	65829	C214	ACFX	84078	T105
ACFX	65830	C214	ACFX	84151	T105
ACFX	65831	C214	ACFX	84260	T105
ACFX	65832	C214	ACFX	84872	T105
ACFX	65833	C214	ACFX	87125	T105
ACFX	65834	C214	ACFX	87399	T105
ACFX	65835	C214	ACFX	88561	T106
ACFX	65836	C214	ACFX	88913	T106
ACFX	65837	C214	ACFX	73236	T107
ACFX	65838	C214	ACFX	73237	T107
ACFX	65839	C214	ACFX	73240	T107
ACFX	65840	C214	ACFX	73243	T107
ACFX	65841	C214	ACFX	73244	T107
ACFX	65842	C214	ACFX	73537	T426
ACFX	65843	C214	ACFX	73539	T426
ACFX	65844	C214	ACFX	73540	T426
ACFX	65845	C214	ACFX	73541	T426
ACFX	65846	C214	ACFX	73542	T426
ACFX	65847	C214	ACFX	19202	T563
ACFX	65848	C214	ACFX	80228	T607
ACFX	65849	C214			
ACFX	84574	T054			
ACFX	77856	T055			
ACFX	73089	T104			
ACFX	73090	T104			
ACFX	73091	T104			
ACFX	73092	T104			
ACFX	73093	T104			

92 CARS