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FEBRUARY 28, 1994

RECORDATION NO. 18720 FILED 1425

New Recordation No. EB 28 1994-1 50 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

On behalf of Hitachi Credit America Corp., I submit for filing and recording under 49 U.S.C. § 11303(a) and the regulations promulgated thereunder, executed counterparts of a primary document, not previously recorded, entitled Loan and Security Agreement ("Agreement"), dated as of February 23, 1994.

The parties to the enclosed Agreement are:

Hitachi Credit America Corp.
777 West Putnam Avenue
Greenwich, Connecticut 06830

- LENDER/MORTGAGEE

The Fifth Third Leasing Company
38 Fountain Square Plaza
Cincinnati, Ohio 45263

- BORROWER/MORTGAGOR

The said Agreement, among other things, acts to create a security interest in the Lender by the Borrower covering the equipment therein and the proceeds from the lease of said equipment.

The equipment covered by the instant Agreement is identified in the list of equipment thereto.

A short summary of the Agreement to appear in the ICC Index is as follows:

"Covers 659 units of rolling stock identified under DJJX or RLMX numbers."

Enclosed is a check in the amount of eighteen dollars (\$18.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,

Allen H. Harrison
Allen H. Harrison, Jr.
Attorney for Hitachi Credit America Corp.
for the purpose of this filing.

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423
Enclosures
BY HAND

8374-020

Conveyed to G.H. Harrison

RECEIVED THE OFFICE OF THE SECRETARY FEB 28 1994

RECORDATION NO. 18720 FILED 1425

FEB 28 1994-1 50 PM

INTERSTATE COMMERCE COMMISSION

LOAN AND SECURITY AGREEMENT

by and between

THE FIFTH THIRD LEASING COMPANY

and

HITACHI CREDIT AMERICA CORP.

Dated as of February 28, 1994

LOAN AND SECURITY AGREEMENT

LOAN AND SECURITY AGREEMENT (the "Agreement"), dated as of February 28, 1994, by and between HITACHI CREDIT AMERICA CORP., a Delaware corporation, having its principal place of business at 777 West Putnam Avenue, Greenwich, Connecticut 06830 ("Lender") and THE FIFTH THIRD LEASING COMPANY, an Ohio corporation having its principal place of business at 38 Fountain Square Plaza, Cincinnati, Ohio 45263 ("Borrower").

R E C I T A L S

Pursuant to the Equipment Finance Lease (the "Lease"), dated as of December 29, 1993, between The David J. Joseph Company ("Lessee") and Borrower, Lessee is leasing the equipment specified in the Lease and on Exhibit A hereto (the "Equipment") from Borrower. Pursuant to the Notice of Assignment and Acknowledgment with respect to the Lease (the "Notice"), among other things, Lessee acknowledged the assignment by the Borrower to Lender of all of its right, title and interest in and to the Lease and the monthly rent to become due under the Lease (the "Rent"), and agreed to pay directly to Lender all Rent, termination payments, casualty value payments and all other sums due and to become due to the lessor under the Lease.

Subject to the terms and conditions of this Agreement, Borrower desires to borrow from Lender, and Lender has agreed to lend to Borrower, the sum of \$4,103,892.94 on the terms and conditions provided herein. Borrower desires to induce Lender to advance the loan provided for herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties hereto hereby agree as follows:

1. Loan. On or about February 28, 1994 (the "Closing Date"), Borrower shall borrow from Lender and Lender shall lend to Borrower, the sum of \$4,103,892.94 (the "Loan Amount"), subject to the terms and conditions set forth herein, in order to finance a portion of the purchase price of the Equipment.

2. Payment Terms.

2.1. The loan made pursuant hereto (the "Loan") shall be evidenced by and payable in accordance with a Secured Promissory Note, in the form attached hereto as Exhibit B, in the principal amount equal to the Loan Amount (the "Note").

2.2. The principal of and the interest on the Loan shall be paid in fifty-seven (57) consecutive installments of principal

and interest payable on the first day of each month, commencing April 1, 1994 and ending December 1, 1998, each in the amount of \$83,175.19, but in no event shall the final installment be less than the outstanding principal balance of, plus accrued interest on, the Note. Except as provided in Section 7 hereof, the interest rate on the Note shall be 6.125% per annum calculated on the basis of a 360-day year of twelve thirty-day months for actual days elapsed. All payments on the Note shall be applied first to the payment of accrued interest on the outstanding principal of the Note and then to principal.

2.3. The principal of the Loan may not be prepaid without Lender's consent, except as provided in this Section 2.3 or Section 2.4 hereof. In the event that any item of Equipment shall become damaged, worn out, destroyed, lost or stolen, or if any item of Equipment is requisitioned or taken by any governmental authority under the power of eminent domain or otherwise (an "Event of Loss") (any such item of Equipment, a "Casualty Item"), for which Lessee shall pay, pursuant to Section 12(c) of the Lease, the amount specified therein (the "Casualty Value") for that Casualty Item, a mandatory prepayment of the Note shall become immediately due and payable (on the date such Casualty Value is due and payable) in an amount equal to the sum of (x) the product of (i) the total principal balance of the Note outstanding on the date of such payment multiplied by (ii) the fraction having a numerator equal to the number of Casualty Items for which a Casualty Value is then due and a denominator equal to the aggregate number of all Equipment subject to the Lease immediately prior to such Event of Loss, and (y) interest at the rate of 6.125% per annum, on the product specified in clause (x) of this sentence, computed from the date of payment of the immediately preceding installment on the Note through the date such mandatory prepayment is made.

2.4. In the event of an early termination of the Lease with respect to any item of Equipment as a result of the Borrower's election pursuant to Section 18 of the Lease, a mandatory prepayment of the Note shall become due and payable on the date the Lease is proposed to be terminated with respect to such item or items of Equipment (the "Termination Date") in an amount equal to the sum of (x) the product of (i) the total principal balance of the Note outstanding on the Termination Date multiplied by (ii) the fraction having a numerator equal to the number of items of the Equipment with respect to which the Lease is then being terminated and a denominator equal to the aggregate number of all Equipment then subject to the Lease, and (y) interest at the rate of 6.125% per annum, on the product specified in clause (x) of this sentence, computed from the date of payment of the immediately preceding

installment on the Note through the date such mandatory prepayment is made.

2.5. In addition to the amounts payable pursuant to Section 2.3 and Section 2.4, Lender and Borrower shall share, on a pari-passu basis, any Casualty Value or early termination premium paid by Lessee pursuant to Section 12 or Section 18 of the Lease, respectively.

3. Grant of Security Interest. In order to secure the prompt payment of the principal of and interest on the Note (whether now or hereafter outstanding) and all other monies payable and to be payable to Lender by Borrower under this Agreement and the timely and faithful performance and observance by Borrower of all of its agreements, covenants, and provisions contained in this Agreement and the Note (all of the foregoing obligations, collectively, the "Indebtedness"), Borrower hereby grants, pledges and assigns to Lender a security interest in and to the following (all of the following, collectively, the "Collateral"): (i) the interests of Borrower in and to the Lease, including any and all instruments or documents pursuant to which any person or entity shall issue a guaranty of, or provide collateral security for, the obligations of the Lessee under the Lease; (ii) all of the rights and interest of Borrower in and to all monies due or to become due to Borrower under the Lease; (iii) all of the Borrower's rights, but none of its obligations, under the Lease; (iv) all right (including its right to convey title thereto), title and interest of the Borrower in and to the Equipment, and any repairs, replacements and substitutions thereof; and (v) all income and proceeds of the foregoing. Notwithstanding the foregoing, after payment in full of all outstanding principal of and accrued interest on the Note and all amounts required to be paid under this Agreement then the security interest of Lender in and to the Collateral and all proceeds thereof shall terminate and shall be of no further force and effect.

4. Representations and Warranties of Borrower. Borrower hereby represents and warrants to Lender each of the following:

(i) each of this Agreement and the other Transaction Documents (as hereinafter defined) executed by Borrower has been duly authorized, executed and delivered by Borrower, and constitutes a legal, valid and binding agreement and obligation of Borrower enforceable in accordance with its terms;

(ii) the Note has been duly authorized, executed and delivered by Borrower and constitutes a legal, valid and binding

agreement and obligation of Borrower, enforceable in accordance with its terms;

(iii) neither (A) the execution and delivery of this Agreement, the Lease, the Notice, and any purchase documents with respect to the Equipment (collectively the "Transaction Documents") nor (B) the issuance of the Note, nor (C) the consummation of the transactions herein contemplated nor the fulfillment of, or compliance with, the terms and provisions hereof, of any other Transaction Document or of the Note, will conflict with, or result in a breach of or violation by Borrower of any law or any of the terms, conditions or provisions of the certificate of incorporation (as amended through the date hereof) of the Borrower, or of any bond, debenture, note, mortgage, indenture, or other agreement or instrument to which Borrower is a party or by which it or its properties may be bound, or constitute (or with the giving of notice or the passage of time or both will constitute) a default thereunder, or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any nature whatsoever upon the Collateral pursuant to the terms of any such agreement or instrument other than the security interest granted to Lender pursuant to Section 3 of this Agreement;

(iv) Borrower is a corporation duly organized and validly existing under the laws of Ohio, with its chief executive office and principal place of business located at 38 Fountain Square Plaza, Cincinnati, Ohio 45263;

(v) on the date hereof Borrower owns the Collateral free and clear of all security interests, liens and encumbrances whatsoever, except for the security interest granted to Lender pursuant to Section 3 of this Agreement and except for the rights of Lessee under the Lease.

(vi) Lender will have, upon the giving of value and the recordation of this Agreement and the Lease with the Interstate Commerce Commission, a duly perfected first priority security interest in all of the Collateral.

(vii) no other security interest has been or will be granted by Borrower with respect to the Collateral and the income and proceeds therefrom, except as provided in Section 16(b) hereof;

(viii) the copies of each Transaction Document delivered by Borrower to Lender on or prior to the date hereof are true and correct copies of such documents, each of which is in full force and effect and has not been amended, modified or terminated in any respect through the date hereof;

(ix) there is no payment for Rent under the Lease which is now past due pursuant to the terms of the Lease, nor have there been any payments made in advance on account of the Rent due under the Lease, and to the best of Borrower's knowledge, Lessee is not in default under any of its obligations under the Lease;

(x) to the best knowledge of Borrower, each item of Equipment has been delivered to and accepted by Lessee;

(xi) Lessee has not notified Borrower, directly or indirectly, that (a) the Borrower is in default under any of its obligations under the Lease, or (b) any item of Equipment is not functioning properly, or (c) Lessee intends not to pay any amount which is due or which will become due, or will not satisfy any obligation required to be performed by it, under the Lease;

(xii) to the best knowledge of Borrower, there are no setoffs, counterclaims, or defenses on the part of Lessee to pay any amounts due under the Lease;

(xiii) the Rent payments and termination payments due under the Lease are sufficient to pay the installments of principal of and interest on the Note as such installments come due, and the Casualty Values are at all times sufficient to prepay that portion of the principal of and interest on the Note allocable to the Casualty Items; and

(xiv) there is no litigation or governmental proceeding pending or to the best knowledge of Borrower, threatened, against Borrower or any Collateral which could materially adversely affect the value of the Collateral or the business or financial condition of Borrower.

All representations and warranties set forth in this Section 4 to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms are subject, as to the enforceability of remedies, to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally.

5. Covenants and Agreements of Borrower. Borrower covenants and agrees:

(i) that all of its right, title and interest in and to the Collateral and any payments with respect thereto remaining to be paid are and shall be expressly subject and subordinate to all of the right, security, title and interest of Lender therein;

(ii) not to take any action with respect to its right, title and interest in and to any item of Collateral, without the prior written consent of Lender;

(iii) to promptly execute and deliver any and all financing statements and other papers or documents consistent herewith which Lender may request from time to time in order to perfect or continue Lender's security interest in the Collateral, or to carry out the purposes hereof, or to facilitate the collection of monies due or to become due from Lessee;

(iv) that it shall duly perform all of the obligations of the lessor under the Lease and shall remain liable thereunder to Lessee notwithstanding this Agreement, that it shall duly perform its obligations under the other Transaction Documents, and that it shall not, without Lender's prior written consent, amend, modify or issue any consent or waiver of, or release from, any provision of the lease or any other Transaction Document or extend the time of any payment thereunder, or rescind, cancel or accept the surrender of the Lease;

(v) to keep the Collateral free and clear of all mortgages, pledges, liens, charges, security interests and all other encumbrances, whatsoever, other than the security interest granted to Lender pursuant to Section 3 of this Agreement, and Borrower shall defend the right and interest of Lender in and to the Collateral;

(vi) to notify Lender promptly upon actual knowledge by any of its officers or employees of any default by Lessee under the Lease or any other Transaction Document;

(vii) not to sell, assign, transfer, create a security interest in, mortgage or in any way encumber the Collateral, except as provided in Section 16(b) hereof;

(viii) in the event of loss or damage to the Equipment of which it has actual knowledge, to promptly send written notice thereof to Lender;

(ix) to give Lender at least 30 days' prior written notice of any change in the location of its principal place of business, chief executive office or the place at which its books and records are kept from their current locations;

(x) promptly upon receipt of notice thereof, to pay or cause to be paid all charges, taxes and assessments levied or assessed against Borrower, if the failure to pay such taxes could

result in the imposition of any lien against the Collateral or any payments made or to be made by Lessee in respect thereof, other than liens for taxes not yet due;

(xi) to hold in trust and to forthwith pay over to Lender any monies due or to become due under the Lease or otherwise assigned to Lender which it received from any person other than Lender;

(xii) in the event that Lessee defaults in payment of any amounts due under the Lease, to use its commercially reasonable best efforts to promptly collect for and on behalf of Lender such amounts from Lessee and to cooperate fully with Lender in connection with the collection of such amounts;

(xiii) not to dissolve or terminate its existence as an Ohio corporation, and agrees to qualify to do business in the jurisdiction(s) where the Equipment is located if at any time Lender reasonably determines that the failure to so qualify will have a material and adverse affect on the ability of Lender to enforce its rights and remedies in such jurisdiction under or with respect to the Collateral;

(xiv) to send monthly invoices to Lessee, with a copy to Lender, directing Lessee to pay all rent directly to Lender; and

(xv) upon at least fifteen (15) days prior written notice, but not more than once a year, to permit Lender to examine all books and records of Borrower relating to the Collateral.

6. Rights of Lender. Borrower hereby irrevocably constitutes and appoints Lender and any officer, employee or agent thereof, with full power of substitution, as Borrower's true and lawful attorney-in-fact with full irrevocable power and authority in the name, place and stead of Borrower or in its own name, from time to time in Lender's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be reasonably necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, Borrower hereby gives Lender the power and right, on behalf of Borrower, without notice to or assent by Borrower to do the following: (i) to endorse any loss payment or returned premium check and to make, settle, and release any claim under any insurance policy with respect to the Collateral; (ii) to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or obtain any insurance called for by the terms of this

Agreement or any other Transaction Document and to pay all or any part of the premiums therefor and the cost thereof; (iii) to receive payment of and receipt for any and all monies, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; and (iv) subject to the provisions of Section 13, to apply each payment in respect of the Collateral in payment or satisfaction of the Indebtedness. Borrower hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest, shall be irrevocable and shall terminate only upon payment in full of the Indebtedness. Without limiting the foregoing, Lender shall have the power and right, upon the occurrence and continuance of any Event of Default, (A) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of the Collateral; (B) to file any claim or take any other action or proceeding in any court of law or equity for the purpose of collecting any and all monies due under the Lease; (C) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (D) subject to the provisions of Section 13, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option, at any time, or from time to time, all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein in order to effect the intent of this Agreement all as fully and effectively as the Borrower might do. The powers conferred on Lender hereunder are solely to protect Lender's interests in the Collateral and shall not impose any duty upon it to exercise such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any action taken or omitted to be taken in good faith or in reliance on the advice of counsel except only for its own gross negligence or willful misconduct, and the foregoing shall not operate to release Lender from any liability arising out of the gross negligence of any of its officers, directors, employees or agents in disposing of any of the Collateral.

7. Late Payment Rate. All payments of principal and, to the extent permitted by law, interest which are not made when due under the Note or this Agreement shall bear interest (the "Late Interest") from the date due until paid at the Late Payment Rate,

which shall be the lesser of one percent (1%) per month or the highest rate permitted by law.

8. Right of Lender to Perform for Borrower and Lessee.

If either Borrower or Lessee defaults in its respective obligations under the Lease, Lender, after providing written notice to Borrower, may, at its option, perform any such obligation and may, without limiting the generality of the foregoing, obtain insurance and pay all taxes, assessments, and charges levied on the Equipment or for the storage, maintenance or repair thereof. Any insurance premiums, taxes, assessments and charges so paid or losses incurred by Lender as a result of any nonperformance by either Borrower or Lessee of its obligations under the Lease shall be secured by this Agreement and shall be payable by Borrower on Lender's demand, with interest at the rate provided for in Section 7 hereof.

9. Limitation of Liability.

The principal of and accrued interest (including Late Interest) on the Note shall be limited to and payable only out of the Collateral, and Lender shall have no recourse against Borrower for any deficiency in the payment of such principal or interest (including Late Interest) and Collection Costs (as defined in Section 11 hereof) or any other amount due hereunder and Lender shall look solely to the Collateral for the payment of all principal and accrued interest due and to become due under the Note and all other amounts due hereunder; provided, however, that nothing contained in this paragraph shall (x) impair the validity of the indebtedness evidenced by the Note, (y) in any way affect or impair the interest of any holder of the Note in any Collateral or the right of the holder to exercise its rights and remedies with respect to such Collateral following the default by Borrower in making payment under the Note or in the performance of any of the terms, covenants and conditions of the Note or this Agreement, or (z) be construed or be deemed to relieve or release Borrower or its successors and assigns from personal liability for damages if any of the representations and warranties set forth in this Agreement or in the Note, or any other instrument, document or certificate delivered pursuant to this Agreement or in connection with the making of the Loan shall prove to be false or misleading in any material respect or if any of the covenants or agreements in this Agreement (other than the covenants to pay principal of and interest on the Note) are breached. No provision of this Agreement shall relieve the Borrower from or cause the Lender to be liable for the obligations of the Borrower under the Lease or any other Transaction Document.

10. Events of Default.

Any of the following events shall constitute an Event of Default hereunder:

(i) any installment or principal of or interest on the Note shall not be paid within ten (10) days after the Borrower's receipt of written notice of non-payment;

(ii) Lessee shall default in the payment or performance of any of its obligations under the Lease and such default shall not be cured by Lessee within the applicable grace period, if any, or by Borrower pursuant to Borrower's right to cure as provided in Section 12 hereof;

(iii) Borrower or Lessee shall fail to perform or observe any other covenant, condition or agreement to be performed or observed by Borrower or Lessee in this Agreement, in the Note or in any agreement or certificate furnished to Lender in connection herewith, and such failure shall continue unremedied for a period of thirty (30) days;

(iv) any representation or warranty made by Borrower or Lessee herein or in any document or certificate furnished to Lender in connection herewith shall be incorrect when made or shall be misleading in any material respect;

(v) Borrower or Lessee shall become insolvent or bankrupt or shall admit in writing its inability to pay any of its debts as they mature or make an assignment for the benefit of creditors, or a receiver or trustee shall have been appointed with respect to it or to any of its estate; or

(vi) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under Title 11 of the United States Code or any federal or state bankruptcy or insolvency law or similar law now or hereafter in force for the relief of debtors shall be instituted against it, shall be consented to by it or shall not be dismissed within sixty (60) days of such institution or it shall take any action in the furtherance of the institution of any such proceeding.

11. Remedies. If any Event of Default hereunder shall have occurred and be continuing, then and in every such case Lender may by notice in writing to Borrower declare the unpaid principal amount of the Note and all accrued interest thereon to be due and payable without presentment, protest or other notice (all of which are hereby waived by Borrower). Thereupon, the entire amount of such principal and accrued interest, and the entire amount due hereunder, shall become due and payable immediately without further demand, together with interest at the Late Payment Rate, to the extent legally enforceable, on any portion thereof overdue.

Upon the occurrence and during the continuance of an Event of Default hereunder, Lender may exercise any or all of the following remedies in addition to such other remedies which may be available at law or in equity:

(a) If a default by Lessee in any of its obligations under the Lease which constitutes an Event of Default hereunder shall have occurred and be continuing, then Lender may (either directly or through Borrower) exercise any of the remedies available to Borrower (as Lessor) thereunder;

(b) Lender may collect and receive any and all revenues and other cash and non-cash proceeds constituting the Collateral;

(c) If the unpaid principal amount of the Note shall have been accelerated as provided above, Lender may, after terminating the Lease, if Lessee shall then be in default in any of its obligations thereunder, sell all or any part of the Collateral, free from any and all claims of Borrower, in one lot and as an entirety or in separate lots, at public or private sale for cash or credit, in its discretion. Upon any such public sale, Lender itself or any holder of the Note may bid for the property offered for sale or any part thereof and the proceeds of such sale, net of costs, shall be applied to the Indebtedness secured hereby as provided hereinafter. Any such sale shall be held or conducted in a commercially reasonable manner and at such place and at such time as Lender may specify, or as may be required by law, and Lender agrees to use good faith efforts to notify the Borrower of the time and place of any sale of the Collateral. Without limiting the generality of the foregoing, Borrower expressly agrees that in any such event Lender, without demand of performance or other demand or notice of any kind (except the notice specified herein of time and place of public or private sale) to or upon Borrower or any other person (all and each of which demands and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral or any part thereof. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given (i) if effectively received by Borrower at least fifteen days before such disposition, or (ii) if deposited in the U.S. mail, by registered or certified mail, return receipt requested at least fifteen days before such disposition and addressed to Borrower at the address set forth in Section 21 hereof.

(d) Lender may, in its discretion, exercise any other remedies afforded a secured party under the Uniform Commercial Code or such successor statute as may be in force from time to time in the State of Connecticut or any other jurisdiction whose laws are applicable.

Upon the occurrence and during the continuance of any Event of Default hereunder, at the request of Lender, Borrower shall promptly execute and deliver to Lender such instruments of title and other documents as Lender shall deem necessary or advisable to enable Lender to obtain ownership of the Collateral or to transfer the title to the Collateral to any purchaser in connection with such sale. Upon taking of ownership and sale of the Collateral, Borrower shall cease to have any rights of redemption in respect of the Collateral hereunder, and no payments thereafter made by Borrower in respect of any or all of the Collateral shall give to Borrower any legal or equitable interest or title in or to the Collateral or any cause or right of action at law or in equity in respect of the Collateral against Lender or the holders of the Note, except that Lender shall report to Borrower regarding the proceeds of the sale and the application thereof.

Lender shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization and sale, after deducting all reasonable costs and expenses of every kind incurred in connection therewith ("Collection Costs") or incidental to the care, safekeeping or otherwise of any or all of the Collateral or in any way relating to the rights of Lender hereunder, including reasonable attorneys' fees and legal expenses, to the payment in whole or in part of the Indebtedness, in such order as Lender may elect, and only after so applying such net proceeds, after payment in full of the Indebtedness, shall pay the surplus, if any, to Borrower or whomsoever may be lawfully entitled to receive the same. Borrower hereby waives presentment, demand and protest (to the extent permitted by applicable law) of any kind in connection with this Agreement or any Collateral.

12. Borrower's Right to Cure Default. Notwithstanding the provisions of Section 10(ii) hereof, should Lessee default in the observance or performance of its obligations to pay when due any installment of Rent due under the Lease, Borrower shall have the right, within five business days after receipt of written notice from Lender of the occurrence of such default, to cure the resulting default on the Note by making payment in full of any unpaid installment then due and owing on such Note plus penalties (if any) to Lender. If Borrower makes such payment within such time after written notice, no Event of Default shall then exist hereunder because of Lessee's failure to make payment of such

installment under the Lease. Notwithstanding the foregoing, Borrower may cure no more than six such defaults in the aggregate and not more than two consecutively.

13. Application of Payments Prior to Default. Pursuant to the Notice, Lessee shall pay all Rent and other sums due under the Lease directly to Lender. Any Rent or other payments coming into the possession of Lender hereunder, whether paid by Borrower or Lessee or derived from the Lease or insurance or other proceeds of any sale or requisition or condemnation (or sale in lieu thereof) of the Collateral, shall be immediately applied upon collection to any amount (including principal and interest) then due under the Note and other indebtedness secured hereby (as well as any amount due Lender in accordance with Section 2.5) or be held by Lender and applied to any amount due on the installment date under the Note corresponding most closely in time to the date such payment under the Lease was due, and Lender shall by wire transfer to an account designated by Borrower to Lender in writing promptly remit the balance of such monies (as well as any amount due Borrower in accordance with Section 2.5) to Borrower or whomsoever may be lawfully entitled to receive the same, but only to the extent the same are collected funds, together with confirmation of the application of such other amounts, after such applications have been made.

14. No Amendment. This Agreement may not be amended, waived, or discharged, except by an agreement in writing signed by the party against which or whom enforcement of the amendment, waiver, or discharge is sought. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any provision of this agreement which is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

15. Financing Statements by Lender. Lender, upon notice to Borrower, is authorized to file financing statements signed only by Lender with respect to this Agreement in accordance with the Uniform Commercial Code or signed by Lender as attorney-in-fact for Borrower in each jurisdiction where the Collateral or Borrower's principal place of business or chief executive office is or may from time to time be located. Lender shall send Borrower copies of

all financing statements covering the Collateral which are filed by Lender without Borrower's signature.

16. Transfer by Lender or Borrower.

(a) Lender may at any time assign or grant participations in all or any portion of the Note and this Agreement, provided no such assignment by Lender shall require that payment by Lessee be directed to more than one person or entity as agent for all such successors and assigns and provided further that if more than one person or entity shall have an interest hereunder, the agent designated to receive payment shall also be the agent of all such successors and assigns for purposes of exercising all rights of Lender under this Agreement and the Note, and no person or entity other than such agent or any successor agent may exercise Lender's rights hereunder.

(b) Borrower may not transfer its ownership of the Equipment or assign its rights or obligations hereunder or under the Lease without the prior written consent of Lender.

17. Governing Law and Counterparts. This Agreement shall be interpreted and enforced between the parties in accordance with the laws of the State of Ohio without giving effect to principles of conflict of laws. The Borrower hereby irrevocably consents and submits to the non-exclusive jurisdiction of any Connecticut State Court or any Federal court located in Connecticut for the adjudication of any matter arising out of or relating to this Agreement and the Note. Nothing contained herein shall affect the right of the Lender to bring any proceeding hereunder or under the Note in any other jurisdiction where the Borrower is amenable to suit. This Agreement may be executed in any number of counterparts and all such counterparts shall together constitute one agreement binding on all of the parties notwithstanding that all of the parties are not signatories to the same counterpart.

18. Expenses. Borrower shall reimburse Lender on demand for all out-of-pocket expenses of Lender incurred in connection with any amendments, waivers or modifications hereof requested by Borrower or required as a result of the action or inaction of Borrower and, if an Event of Default shall occur, all costs, including fees and disbursements of counsel, in connection with Lender's enforcement of its rights hereunder or under the Note.

19. Survival of Representations, Warranties and Covenants. All of the representations, warranties, covenants and agreements set forth in this Agreement shall survive the closing of the Loan and shall remain operative and in full force and effect

regardless of any investigation made by or on behalf of the party for whose benefit such representations, warranties, covenants and agreements are made.

20. Interpretation. Any reference herein to Borrower or Lender shall include their respective successors or assigns. In the event of any conflict between the terms of this Agreement and the terms of the Note, the terms of this Agreement shall govern and be controlling.

21. Notices. All notices to be made hereunder shall be in writing and shall be deemed to have been duly given if sent by telex, if delivered personally or four business days after being deposited in the United States mail, registered or certified mail, first class postage prepaid, and in each case addressed as follows:

If to Borrower:

The Fifth Third Leasing Company
38 Fountain Square Plaza
Cincinnati, Ohio 45263

Attention: Operations Manager

If to Lender:

Hitachi Credit America Corp.
777 West Putnam Avenue
Greenwich, Connecticut 06830

Attention: Mr. William Besgen
Executive Vice President

Any party hereto may change the address to which notice of such party shall be sent by giving notice of such change to the other parties to this Agreement.

22. Withholding Taxes. All payments to Lender under the Note shall be made without setoff or counterclaim and free and clear of, and without deduction for, any present or future withholding or other taxes or duties, including stamp duties, or other charges of any nature imposed on such payments by or on behalf of any government or any political subdivision or agency thereof or therein. Lender agrees to promptly remit to the Borrower any amounts received from the Lessee relating to sales, use or property taxes in respect of the Schedule or the Equipment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE FIFTH THIRD LEASING COMPANY

By: [Signature]

Title: SVP

By: Tom A. Bobenreath, E.V.P.

HITACHI CREDIT AMERICA CORP.

By: _____

Title: _____

STATE OF OHIO)
COUNTY OF Hancock)

ss.:

February 25, 1994

On this the 25th day of February, 1994, before me, ~~Marsha Bubeck, David A. Jackson and Tom A. Bobenreath~~ the undersigned officer, personally appeared David A. Jackson and Tom A. Bobenreath, who acknowledged him/herself to be the Senior VP and Executive V.P. of THE FIFTH THIRD LEASING COMPANY, a corporation, and that he/she as such Senior VP and Executive V.P., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as such Senior V.P. and Executive V.P. and as his/her and its free act and deed.

In witness whereof I hereunto set my hand.

Marsha J. Bubeck
Commissioner of the Superior Court
Notary Public
My Commission Expires:
MARSHA J. BUBECK, Notary Public
in and for the State of Ohio
My Commission Expires Oct. 29, 1995

STATE OF CONNECTICUT)
) ss.: Greenwich February __, 1994
COUNTY OF FAIRFIELD)

On this the _____ day of February, 1994, before me,
_____, the undersigned officer, personally
appeared _____, who acknowledged
him/herself to be the _____ of HITACHI CREDIT
AMERICA CORP., a corporation, and that he/she as such
_____, being authorized so to do, executed the
foregoing instrument for the purposes therein contained, by signing
the name of the corporation by him/herself as such
_____ and as his/her and its free act and deed.

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires

**EXHIBIT A
EQUIPMENT DESCRIPTION**

NUMBER OF CARS	YEAR BUILT	BUILDER	70/100 TON	DESCRIPTION
41	1968	Despatch Shops	70 Ton	65' gondolas, 3243 cu. ft.
8	1967	Greenville	100 Ton	High side gondolas, 3700 cu. ft.
114	1966	Greenville	100 Ton	High side gondolas, 3700 cu. ft.
65	1968	Despatch Shops	100 Ton	High side gondolas, 3850 cu. ft.
15	1964-66	Thrall	100 Ton	High side gondolas, 4000 cu. ft.
2	1970	Thrall	100 Ton	High side gondolas, 4000 cu. ft.
79	1967	Greenville	100 Ton	High side gondolas, 4100 cu. ft.
106	1976	Pullman	100 Ton	High side gondolas, 4000 cu. ft.
83	1978	Thrall	100 Ton	High side gondolas, 4000 cu. ft.
115	1970	Thrall	100 Ton	High side gondolas, 4000 cu. ft.
10	1976	Greenville	100 Ton	Open Top Hoppers, 4000 cu. ft.
21	1967-70	Thrall	100 Ton	High side RD gondolas, 4000 cu. ft.

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**EXHIBIT A
CAR LISTING**

<u>CAR NO.</u>	<u>CAR NO.</u>	<u>CAR NO.</u>			
DJJX	1	RLMX	1248	RLMX	1299
DJJX	2	RLMX	1249	RLMX	1300
DJJX	3	RLMX	1250	RLMX	1301
DJJX	4	RLMX	1251	RLMX	1302
DJJX	5	RLMX	1252	RLMX	1303
DJJX	6	RLMX	1253	RLMX	1304
DJJX	7	RLMX	1254	RLMX	1305
DJJX	8	RLMX	1255	RLMX	1306
RLMX	1200	RLMX	1256	RLMX	1307
RLMX	1201	RLMX	1257	RLMX	1308
RLMX	1202	RLMX	1258	RLMX	1309
RLMX	1203	RLMX	1259	RLMX	1310
RLMX	1204	RLMX	1260	RLMX	1311
RLMX	1205	RLMX	1261	RLMX	1312
RLMX	1206	RLMX	1262	RLMX	1313
RLMX	1207	RLMX	1263	RLMX	1314
RLMX	1208	RLMX	1264	RLMX	1315
RLMX	1210	RLMX	1265	RLMX	1316
RLMX	1211	RLMX	1266	RLMX	1317
RLMX	1213	RLMX	1267	RLMX	1318
RLMX	1214	RLMX	1268	RLMX	1319
RLMX	1215	RLMX	1270	RLMX	1320
RLMX	1216	RLMX	1271	RLMX	1400
RLMX	1218	RLMX	1272	RLMX	1401
RLMX	1219	RLMX	1273	RLMX	1402
RLMX	1220	RLMX	1274	RLMX	1403
RLMX	1221	RLMX	1275	RLMX	1404
RLMX	1222	RLMX	1276	RLMX	1405
RLMX	1223	RLMX	1277	RLMX	1406
RLMX	1224	RLMX	1278	RLMX	1407
RLMX	1225	RLMX	1279	RLMX	1408
RLMX	1226	RLMX	1280	RLMX	1409
RLMX	1227	RLMX	1281	RLMX	1410
RLMX	1228	RLMX	1282	RLMX	1411
RLMX	1230	RLMX	1283	RLMX	1412
RLMX	1231	RLMX	1284	RLMX	1413
RLMX	1232	RLMX	1285	RLMX	1414
RLMX	1233	RLMX	1286	RLMX	1415
RLMX	1234	RLMX	1287	RLMX	1416
RLMX	1235	RLMX	1288	RLMX	1417
RLMX	1236	RLMX	1289	RLMX	1418
RLMX	1237	RLMX	1290	RLMX	1419
RLMX	1238	RLMX	1291	RLMX	1420
RLMX	1239	RLMX	1292	RLMX	1421
RLMX	1242	RLMX	1293	RLMX	1422
RLMX	1243	RLMX	1294	RLMX	1423
RLMX	1244	RLMX	1295	RLMX	1424
RLMX	1245	RLMX	1296	RLMX	1425
RLMX	1246	RLMX	1297	RLMX	1427
RLMX	1247	RLMX	1298	RLMX	1428

EXHIBIT A
CAR LISTING

CAR NO.	
RLMX	1429
RLMX	1431
RLMX	1433
RLMX	1434
RLMX	1435
RLMX	1436
RLMX	1437
RLMX	1438
RLMX	1439
RLMX	1440
RLMX	1442
RLMX	1443
RLMX	1445
DJXX	1600
DJXX	1601
DJXX	1602
DJXX	1603
DJXX	1604
DJXX	1605
DJXX	1606
DJXX	1607
DJXX	1608
DJXX	1609
DJXX	1610
DJXX	1611
DJXX	1612
DJXX	1613
DJXX	1614
DJXX	1615
DJXX	1616
DJXX	1617
DJXX	1618
DJXX	1619
DJXX	1620
DJXX	1621
DJXX	1622
DJXX	1623
DJXX	1624
DJXX	1625
DJXX	1627
DJXX	1628
DJXX	1629
DJXX	1630
DJXX	1631
DJXX	1632
DJXX	1633
DJXX	1634
DJXX	1635
DJXX	1636

CAR NO.	
DJXX	1637
DJXX	1638
DJXX	1639
DJXX	1640
DJXX	1641
DJXX	1642
DJXX	1643
DJXX	1644
DJXX	1645
DJXX	1646
DJXX	1647
DJXX	1648
DJXX	1649
DJXX	1650
DJXX	1651
DJXX	1652
DJXX	1653
DJXX	1654
DJXX	1655
DJXX	1656
DJXX	1657
DJXX	1658
DJXX	1659
DJXX	1660
DJXX	1661
DJXX	1662
DJXX	1663
DJXX	1664
DJXX	1700
DJXX	1701
DJXX	1702
DJXX	1703
DJXX	1704
DJXX	1705
DJXX	1706
DJXX	1707
DJXX	1708
DJXX	1709
DJXX	1710
DJXX	1712
DJXX	1713
DJXX	1714
DJXX	1722
DJXX	1723
DJXX	1724
DJXX	1725
DJXX	1726
DJXX	1727
DJXX	1728

CAR NO.	
DJXX	1729
DJXX	1730
DJXX	1731
DJXX	1732
DJXX	1733
DJXX	1734
DJXX	1735
DJXX	1736
DJXX	1737
DJXX	1738
DJXX	1739
DJXX	1740
DJXX	1741
DJXX	1742
DJXX	1743
DJXX	1744
DJXX	1745
DJXX	1746
DJXX	1747
DJXX	1748
DJXX	1749
DJXX	1750
DJXX	1751
DJXX	1752
DJXX	1753
DJXX	1754
DJXX	1755
DJXX	1756
DJXX	1757
DJXX	1758
DJXX	1759
DJXX	1760
DJXX	1761
DJXX	1762
DJXX	1763
DJXX	1764
DJXX	1765
DJXX	1766
DJXX	1767
DJXX	1826
DJXX	1769
DJXX	1770
DJXX	1771
DJXX	1772
DJXX	1773
DJXX	1774
DJXX	1775
DJXX	1776
DJXX	1777

EXHIBIT A
CAR LISTING

<u>CAR NO.</u>	<u>CAR NO.</u>	<u>CAR NO.</u>
DJJX 1778	DJJX 1828	DJJX 1939
DJJX 1779	DJJX 1829	DJJX 1940
DJJX 1780	DJJX 1830	DJJX 1941
DJJX 1781	DJJX 1831	DJJX 1942
DJJX 1782	DJJX 1832	DJJX 1943
DJJX 1783	DJJX 1833	DJJX 1944
DJJX 1784	DJJX 1834	DJJX 1945
DJJX 1785	DJJX 1835	DJJX 1946
DJJX 1786	DJJX 1836	DJJX 1947
DJJX 1787	DJJX 1865	DJJX 1948
DJJX 1788	DJJX 1866	DJJX 1949
DJJX 1789	DJJX 1900	DJJX 1950
DJJX 1790	DJJX 1901	DJJX 1951
DJJX 1791	DJJX 1902	DJJX 1952
DJJX 1792	DJJX 1903	DJJX 1953
DJJX 1793	DJJX 1904	DJJX 1954
DJJX 1794	DJJX 1905	DJJX 1955
DJJX 1795	DJJX 1906	DJJX 1956
DJJX 1796	DJJX 1907	DJJX 1957
DJJX 1797	DJJX 1908	DJJX 1958
DJJX 1798	DJJX 1909	DJJX 1959
DJJX 1799	DJJX 1910	DJJX 1960
DJJX 1800	DJJX 1911	DJJX 1961
DJJX 1801	DJJX 1912	DJJX 1962
DJJX 1802	DJJX 1913	DJJX 1963
DJJX 1803	DJJX 1914	DJJX 1964
DJJX 1804	DJJX 1915	DJJX 1965
DJJX 1805	DJJX 1916	DJJX 1966
DJJX 1806	DJJX 1917	DJJX 1967
DJJX 1807	DJJX 1918	DJJX 1968
DJJX 1808	DJJX 1919	DJJX 1969
DJJX 1809	DJJX 1920	DJJX 1970
DJJX 1810	DJJX 1921	DJJX 1971
DJJX 1811	DJJX 1922	DJJX 1972
DJJX 1812	DJJX 1923	DJJX 1973
DJJX 1813	DJJX 1924	DJJX 1974
DJJX 1814	DJJX 1925	DJJX 1975
DJJX 1815	DJJX 1926	DJJX 1976
DJJX 1816	DJJX 1927	DJJX 1977
DJJX 1711	DJJX 1768	DJJX 1817
DJJX 1819	DJJX 1930	DJJX 1818
DJJX 1820	DJJX 1931	DJJX 2201
DJJX 1821	DJJX 1932	DJJX 2202
DJJX 1822	DJJX 1933	DJJX 2203
DJJX 1823	DJJX 1934	DJJX 2204
DJJX 1824	DJJX 1935	DJJX 2205
DJJX 1825	DJJX 1936	DJJX 2206
DJJX 1826	DJJX 1937	DJJX 2207
DJJX 1827	DJJX 1938	DJJX 2208

EXHIBIT A CAR LISTING

CAR NO.		CAR NO.		CAR NO.	
DJXX	2209	DJXX	2289	DJXX	2403
DJXX	2210	DJXX	2290	DJXX	2405
DJXX	2211	DJXX	2291	DJXX	2406
DJXX	2212	DJXX	2292	DJXX	2407
DJXX	2213	DJXX	2293	DJXX	2408
DJXX	2214	DJXX	2294	DJXX	2409
DJXX	2215	DJXX	2295	DJXX	2410
DJXX	2216	DJXX	2296	DJXX	2411
DJXX	2217	DJXX	2297	DJXX	2412
DJXX	2218	DJXX	2298	DJXX	2413
DJXX	2219	DJXX	2299	DJXX	2414
DJXX	2220	DJXX	2300	DJXX	2415
DJXX	2221	DJXX	2301	DJXX	2416
DJXX	2222	DJXX	2302	DJXX	2417
DJXX	2223	DJXX	2303	DJXX	2418
DJXX	2224	DJXX	2304	DJXX	2419
DJXX	2225	DJXX	2305	DJXX	2420
DJXX	2226	DJXX	2306	DJXX	2421
DJXX	2227	DJXX	2307	DJXX	2422
DJXX	2228	DJXX	2308	DJXX	2423
DJXX	2229	DJXX	2309	DJXX	2424
DJXX	2250	DJXX	2310	DJXX	2425
DJXX	2251	DJXX	2311	DJXX	2426
DJXX	2252	DJXX	2312	DJXX	2427
DJXX	2253	DJXX	2313	DJXX	2428
DJXX	2254	DJXX	2314	DJXX	2431
DJXX	2255	DJXX	2315	DJXX	2432
DJXX	2256	DJXX	2316	DJXX	2434
DJXX	2257	DJXX	2317	DJXX	2435
DJXX	2258	DJXX	2318	DJXX	2436
DJXX	2259	DJXX	2319	DJXX	2437
DJXX	2260	DJXX	2320	DJXX	2438
DJXX	2261	DJXX	2321	DJXX	2440
DJXX	2262	DJXX	2322	DJXX	2441
DJXX	2263	DJXX	2323	DJXX	2442
DJXX	2264	DJXX	2324	DJXX	2443
DJXX	2265	DJXX	2325	DJXX	2444
DJXX	2276	DJXX	2326	DJXX	2445
DJXX	2277	DJXX	2327	DJXX	2446
DJXX	1928	DJXX	1978	DJXX	2278
DJXX	1929	DJXX	2200	DJXX	2279
DJXX	2281	DJXX	2331	DJXX	2280
DJXX	2282	DJXX	2332	DJXX	2451
DJXX	2283	DJXX	2333	DJXX	2452
DJXX	2284	DJXX	2334	DJXX	2453
DJXX	2285	DJXX	2335	DJXX	2454
DJXX	2286	DJXX	2400	DJXX	2455
DJXX	2287	DJXX	2401	DJXX	2457
DJXX	2288	DJXX	2402	DJXX	2458

**EXHIBIT A
CAR LISTING**

<u>CAR NO.</u>		<u>CAR NO.</u>		<u>CAR NO.</u>	
DJXX	2459	DJXX	2485	DJXX	2809
DJXX	2460	DJXX	2487	DJXX	2810
DJXX	2461	DJXX	2489	DJXX	2811
DJXX	2463	DJXX	2490	DJXX	2812
DJXX	2467	DJXX	2491	DJXX	2813
DJXX	2468	DJXX	2492	DJXX	2814
DJXX	2469	DJXX	2493	DJXX	2815
DJXX	2470	DJXX	2494	DJXX	2816
DJXX	2471	DJXX	2495	DJXX	2817
DJXX	2472	DJXX	2496	DJXX	2818
DJXX	2473	DJXX	2497	DJXX	2819
DJXX	2474	DJXX	2447	DJXX	2820
DJXX	2328	DJXX	2448	DJXX	3003
DJXX	2329	DJXX	2449	DJXX	3004
DJXX	2330	DJXX	2800	DJXX	3005
DJXX	2476	DJXX	2801	DJXX	3007
DJXX	2477	DJXX	2802	DJXX	3015
DJXX	2478	DJXX	2803	DJXX	3016
DJXX	2479	DJXX	2804	DJXX	3022
DJXX	2481	DJXX	2805	DJXX	3028
DJXX	2482	DJXX	2806	DJXX	3029
DJXX	2483	DJXX	2807	DJXX	3031
DJXX	2484	DJXX	2808		

EXHIBIT B

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND NO TRANSFER HEREOF MAY BE EFFECTED UNLESS THE TRANSACTION RELATING THERETO SHALL BE EXEMPT WITHIN THE MEANING OF SUCH ACT AND THE RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION ADOPTED THEREUNDER.

SECURED PROMISSORY NOTE

\$4,103,892.94

February 28, 1994

FOR VALUE RECEIVED, the undersigned, THE FIFTH THIRD LEASING COMPANY ("Borrower"), an Ohio corporation having its principal place of business at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, promises to pay to the order of HITACHI CREDIT AMERICA CORP. ("Lender") at its offices at 777 West Putnam Avenue, Greenwich, Connecticut 06830, the principal sum of FOUR MILLION ONE HUNDRED THREE THOUSAND EIGHT HUNDRED NINETY-TWO AND 94/100 Dollars (\$4,103,892.94) as provided herein.

Borrower promises to pay interest on the aggregate unpaid principal amount hereof from time to time outstanding from the date hereof at the rate of six and 125/1000 percent (6.125%) per annum. All installments of principal and, to the extent permitted by law, interest, which are not paid when due, whether by acceleration or otherwise, shall bear interest ("Late Interest") from the date due until paid at the lesser of one percent (1%) per month and the highest rate permitted by law. Interest on this Note shall be computed for the actual number of days elapsed on the basis of a 360 day year of twelve thirty-day months and shall be payable at such office of Lender prior to maturity, as aforesaid, on each principal installment payment date, at maturity and on demand thereafter.

Principal and interest shall be payable in fifty-seven (57) consecutive installments, due on the first day of each month, commencing April 1, 1994, and ending December 1, 1998, each in the amount of \$83,175.19, but in no event shall the final installment be less than the then outstanding principal balance of, plus accrued interest on, this Note. Each installment shall be applied

first to the payment of accrued interest and then to the payment of principal.

This Note is the Note defined in, and evidences indebtedness incurred under, that certain Loan and Security Agreement, dated as of February 28, 1994 (the "Agreement"), by and between Borrower and Lender, to which reference is made for a description of the security for this Note and of the circumstances under which this Note may be prepaid or the maturity of this Note may be accelerated and the outstanding balance of this Note may be declared immediately due and payable.

Notwithstanding any other provision of this Note and the Agreement, the principal and interest (including Late Interest) on this Note and any Collection Costs (as defined in the Agreement) or any other amount due under the Agreement are payable solely out of the Collateral (as defined in the Agreement) in which Lender has been granted a security interest under the Agreement and no personal liability may be asserted by Lender or any holder of this Note against Borrower for the principal of or accrued interest on this Note and all other amounts due hereunder; provided, however, that nothing contained in this paragraph shall (x) impair the validity of the indebtedness evidenced by this Note, (y) in any way affect or impair the interest of the holder in any Collateral given to secure payment of this Note or the right of the holder to exercise its rights and remedies with respect to such Collateral following the default by Borrower in making the payment hereinabove set forth or in the performance of any of the terms, covenants and conditions of this Note, or (z) be construed or be deemed to relieve or release Borrower or its heirs, successors and assigns from personal liability for damages if any of the representations and warranties set forth in the Agreement, this Note, or any other instrument, document or certificate delivered pursuant to the Agreement or in connection with the making of the loan evidenced by this Note shall prove to be false or misleading in any material respect or if any of the covenants or agreements in the Agreement are breached.

Borrower waives presentment, demand for payment, notice of dishonor, protest and notice of protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guarantee of this Note.

In addition to and not in limitation of the foregoing and the provisions of the Agreement, Borrower further agrees, subject only to any limitation imposed by applicable law and to the above limitation of liability, to pay all expenses, including reasonable attorneys' fees and legal expenses incurred by the holder of this

Note in endeavoring to collect any amounts payable hereunder which are not paid when due, whether by acceleration or otherwise.

This Note, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio without giving effect to principles of conflict of laws.

If any provision of this Note is construed by a court of competent jurisdiction to be invalid, illegal or unenforceable, then the remaining provisions of this Note shall not be affected thereby and shall be enforceable without respect to such invalid, illegal or unenforceable provision.

THE FIFTH THIRD LEASING COMPANY

By: _____

Title: _____

LOAN AND SECURITY AGREEMENT

by and between

THE FIFTH THIRD LEASING COMPANY

and

HITACHI CREDIT AMERICA CORP.

Dated as of February 28, 1994

LOAN AND SECURITY AGREEMENT

LOAN AND SECURITY AGREEMENT (the "Agreement"), dated as of February 28, 1994, by and between HITACHI CREDIT AMERICA CORP., a Delaware corporation, having its principal place of business at 777 West Putnam Avenue, Greenwich, Connecticut 06830 ("Lender") and THE FIFTH THIRD LEASING COMPANY, an Ohio corporation having its principal place of business at 38 Fountain Square Plaza, Cincinnati, Ohio 45263 ("Borrower").

R E C I T A L S

Pursuant to the Equipment Finance Lease (the "Lease"), dated as of December 29, 1993, between The David J. Joseph Company ("Lessee") and Borrower, Lessee is leasing the equipment specified in the Lease and on Exhibit A hereto (the "Equipment") from Borrower. Pursuant to the Notice of Assignment and Acknowledgment with respect to the Lease (the "Notice"), among other things, Lessee acknowledged the assignment by the Borrower to Lender of all of its right, title and interest in and to the Lease and the monthly rent to become due under the Lease (the "Rent"), and agreed to pay directly to Lender all Rent, termination payments, casualty value payments and all other sums due and to become due to the lessor under the Lease.

Subject to the terms and conditions of this Agreement, Borrower desires to borrow from Lender, and Lender has agreed to lend to Borrower, the sum of \$4,103,892.94 on the terms and conditions provided herein. Borrower desires to induce Lender to advance the loan provided for herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties hereto hereby agree as follows:

1. Loan. On or about February 28, 1994 (the "Closing Date"), Borrower shall borrow from Lender and Lender shall lend to Borrower, the sum of \$4,103,892.94 (the "Loan Amount"), subject to the terms and conditions set forth herein, in order to finance a portion of the purchase price of the Equipment.

2. Payment Terms.

2.1. The loan made pursuant hereto (the "Loan") shall be evidenced by and payable in accordance with a Secured Promissory Note, in the form attached hereto as Exhibit B, in the principal amount equal to the Loan Amount (the "Note").

2.2. The principal of and the interest on the Loan shall be paid in fifty-seven (57) consecutive installments of principal

and interest payable on the first day of each month, commencing April 1, 1994 and ending December 1, 1998, each in the amount of \$83,175.19, but in no event shall the final installment be less than the outstanding principal balance of, plus accrued interest on, the Note. Except as provided in Section 7 hereof, the interest rate on the Note shall be 6.125% per annum calculated on the basis of a 360-day year of twelve thirty-day months for actual days elapsed. All payments on the Note shall be applied first to the payment of accrued interest on the outstanding principal of the Note and then to principal.

2.3. The principal of the Loan may not be prepaid without Lender's consent, except as provided in this Section 2.3 or Section 2.4 hereof. In the event that any item of Equipment shall become damaged, worn out, destroyed, lost or stolen, or if any item of Equipment is requisitioned or taken by any governmental authority under the power of eminent domain or otherwise (an "Event of Loss") (any such item of Equipment, a "Casualty Item"), for which Lessee shall pay, pursuant to Section 12(c) of the Lease, the amount specified therein (the "Casualty Value") for that Casualty Item, a mandatory prepayment of the Note shall become immediately due and payable (on the date such Casualty Value is due and payable) in an amount equal to the sum of (x) the product of (i) the total principal balance of the Note outstanding on the date of such payment multiplied by (ii) the fraction having a numerator equal to the number of Casualty Items for which a Casualty Value is then due and a denominator equal to the aggregate number of all Equipment subject to the Lease immediately prior to such Event of Loss, and (y) interest at the rate of 6.125% per annum, on the product specified in clause (x) of this sentence, computed from the date of payment of the immediately preceding installment on the Note through the date such mandatory prepayment is made.

2.4. In the event of an early termination of the Lease with respect to any item of Equipment as a result of the Borrower's election pursuant to Section 18 of the Lease, a mandatory prepayment of the Note shall become due and payable on the date the Lease is proposed to be terminated with respect to such item or items of Equipment (the "Termination Date") in an amount equal to the sum of (x) the product of (i) the total principal balance of the Note outstanding on the Termination Date multiplied by (ii) the fraction having a numerator equal to the number of items of the Equipment with respect to which the Lease is then being terminated and a denominator equal to the aggregate number of all Equipment then subject to the Lease, and (y) interest at the rate of 6.125% per annum, on the product specified in clause (x) of this sentence, computed from the date of payment of the immediately preceding

installment on the Note through the date such mandatory prepayment is made.

2.5. In addition to the amounts payable pursuant to Section 2.3 and Section 2.4, Lender and Borrower shall share, on a pari-passu basis, any Casualty Value or early termination premium paid by Lessee pursuant to Section 12 or Section 18 of the Lease, respectively.

3. Grant of Security Interest. In order to secure the prompt payment of the principal of and interest on the Note (whether now or hereafter outstanding) and all other monies payable and to be payable to Lender by Borrower under this Agreement and the timely and faithful performance and observance by Borrower of all of its agreements, covenants, and provisions contained in this Agreement and the Note (all of the foregoing obligations, collectively, the "Indebtedness"), Borrower hereby grants, pledges and assigns to Lender a security interest in and to the following (all of the following, collectively, the "Collateral"): (i) the interests of Borrower in and to the Lease, including any and all instruments or documents pursuant to which any person or entity shall issue a guaranty of, or provide collateral security for, the obligations of the Lessee under the Lease; (ii) all of the rights and interest of Borrower in and to all monies due or to become due to Borrower under the Lease; (iii) all of the Borrower's rights, but none of its obligations, under the Lease; (iv) all right (including its right to convey title thereto), title and interest of the Borrower in and to the Equipment, and any repairs, replacements and substitutions thereof; and (v) all income and proceeds of the foregoing. Notwithstanding the foregoing, after payment in full of all outstanding principal of and accrued interest on the Note and all amounts required to be paid under this Agreement then the security interest of Lender in and to the Collateral and all proceeds thereof shall terminate and shall be of no further force and effect.

4. Representations and Warranties of Borrower. Borrower hereby represents and warrants to Lender each of the following:

(i) each of this Agreement and the other Transaction Documents (as hereinafter defined) executed by Borrower has been duly authorized, executed and delivered by Borrower, and constitutes a legal, valid and binding agreement and obligation of Borrower enforceable in accordance with its terms;

(ii) the Note has been duly authorized, executed and delivered by Borrower and constitutes a legal, valid and binding

agreement and obligation of Borrower, enforceable in accordance with its terms;

(iii) neither (A) the execution and delivery of this Agreement, the Lease, the Notice, and any purchase documents with respect to the Equipment (collectively the "Transaction Documents") nor (B) the issuance of the Note, nor (C) the consummation of the transactions herein contemplated nor the fulfillment of, or compliance with, the terms and provisions hereof, of any other Transaction Document or of the Note, will conflict with, or result in a breach of or violation by Borrower of any law or any of the terms, conditions or provisions of the certificate of incorporation (as amended through the date hereof) of the Borrower, or of any bond, debenture, note, mortgage, indenture, or other agreement or instrument to which Borrower is a party or by which it or its properties may be bound, or constitute (or with the giving of notice or the passage of time or both will constitute) a default thereunder, or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any nature whatsoever upon the Collateral pursuant to the terms of any such agreement or instrument other than the security interest granted to Lender pursuant to Section 3 of this Agreement;

(iv) Borrower is a corporation duly organized and validly existing under the laws of Ohio, with its chief executive office and principal place of business located at 38 Fountain Square Plaza, Cincinnati, Ohio 45263;

(v) on the date hereof Borrower owns the Collateral free and clear of all security interests, liens and encumbrances whatsoever, except for the security interest granted to Lender pursuant to Section 3 of this Agreement and except for the rights of Lessee under the Lease.

(vi) Lender will have, upon the giving of value and the recordation of this Agreement and the Lease with the Interstate Commerce Commission, a duly perfected first priority security interest in all of the Collateral.

(vii) no other security interest has been or will be granted by Borrower with respect to the Collateral and the income and proceeds therefrom, except as provided in Section 16(b) hereof;

(viii) the copies of each Transaction Document delivered by Borrower to Lender on or prior to the date hereof are true and correct copies of such documents, each of which is in full force and effect and has not been amended, modified or terminated in any respect through the date hereof;

(ix) there is no payment for Rent under the Lease which is now past due pursuant to the terms of the Lease, nor have there been any payments made in advance on account of the Rent due under the Lease, and to the best of Borrower's knowledge, Lessee is not in default under any of its obligations under the Lease;

(x) to the best knowledge of Borrower, each item of Equipment has been delivered to and accepted by Lessee;

(xi) Lessee has not notified Borrower, directly or indirectly, that (a) the Borrower is in default under any of its obligations under the Lease, or (b) any item of Equipment is not functioning properly, or (c) Lessee intends not to pay any amount which is due or which will become due, or will not satisfy any obligation required to be performed by it, under the Lease;

(xii) to the best knowledge of Borrower, there are no setoffs, counterclaims, or defenses on the part of Lessee to pay any amounts due under the Lease;

(xiii) the Rent payments and termination payments due under the Lease are sufficient to pay the installments of principal of and interest on the Note as such installments come due, and the Casualty Values are at all times sufficient to prepay that portion of the principal of and interest on the Note allocable to the Casualty Items; and

(xiv) there is no litigation or governmental proceeding pending or to the best knowledge of Borrower, threatened, against Borrower or any Collateral which could materially adversely affect the value of the Collateral or the business or financial condition of Borrower.

All representations and warranties set forth in this Section 4 to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms are subject, as to the enforceability of remedies, to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally.

5. Covenants and Agreements of Borrower. Borrower covenants and agrees:

(i) that all of its right, title and interest in and to the Collateral and any payments with respect thereto remaining to be paid are and shall be expressly subject and subordinate to all of the right, security, title and interest of Lender therein;

(ii) not to take any action with respect to its right, title and interest in and to any item of Collateral, without the prior written consent of Lender;

(iii) to promptly execute and deliver any and all financing statements and other papers or documents consistent herewith which Lender may request from time to time in order to perfect or continue Lender's security interest in the Collateral, or to carry out the purposes hereof, or to facilitate the collection of monies due or to become due from Lessee;

(iv) that it shall duly perform all of the obligations of the lessor under the Lease and shall remain liable thereunder to Lessee notwithstanding this Agreement, that it shall duly perform its obligations under the other Transaction Documents, and that it shall not, without Lender's prior written consent, amend, modify or issue any consent or waiver of, or release from, any provision of the lease or any other Transaction Document or extend the time of any payment thereunder, or rescind, cancel or accept the surrender of the Lease;

(v) to keep the Collateral free and clear of all mortgages, pledges, liens, charges, security interests and all other encumbrances, whatsoever, other than the security interest granted to Lender pursuant to Section 3 of this Agreement, and Borrower shall defend the right and interest of Lender in and to the Collateral;

(vi) to notify Lender promptly upon actual knowledge by any of its officers or employees of any default by Lessee under the Lease or any other Transaction Document;

(vii) not to sell, assign, transfer, create a security interest in, mortgage or in any way encumber the Collateral, except as provided in Section 16(b) hereof;

(viii) in the event of loss or damage to the Equipment of which it has actual knowledge, to promptly send written notice thereof to Lender;

(ix) to give Lender at least 30 days' prior written notice of any change in the location of its principal place of business, chief executive office or the place at which its books and records are kept from their current locations;

(x) promptly upon receipt of notice thereof, to pay or cause to be paid all charges, taxes and assessments levied or assessed against Borrower, if the failure to pay such taxes could

result in the imposition of any lien against the Collateral or any payments made or to be made by Lessee in respect thereof, other than liens for taxes not yet due;

(xi) to hold in trust and to forthwith pay over to Lender any monies due or to become due under the Lease or otherwise assigned to Lender which it received from any person other than Lender;

(xii) in the event that Lessee defaults in payment of any amounts due under the Lease, to use its commercially reasonable best efforts to promptly collect for and on behalf of Lender such amounts from Lessee and to cooperate fully with Lender in connection with the collection of such amounts;

(xiii) not to dissolve or terminate its existence as an Ohio corporation, and agrees to qualify to do business in the jurisdiction(s) where the Equipment is located if at any time Lender reasonably determines that the failure to so qualify will have a material and adverse affect on the ability of Lender to enforce its rights and remedies in such jurisdiction under or with respect to the Collateral;

(xiv) to send monthly invoices to Lessee, with a copy to Lender, directing Lessee to pay all rent directly to Lender; and

(xv) upon at least fifteen (15) days prior written notice, but not more than once a year, to permit Lender to examine all books and records of Borrower relating to the Collateral.

6. Rights of Lender. Borrower hereby irrevocably constitutes and appoints Lender and any officer, employee or agent thereof, with full power of substitution, as Borrower's true and lawful attorney-in-fact with full irrevocable power and authority in the name, place and stead of Borrower or in its own name, from time to time in Lender's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be reasonably necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, Borrower hereby gives Lender the power and right, on behalf of Borrower, without notice to or assent by Borrower to do the following: (i) to endorse any loss payment or returned premium check and to make, settle, and release any claim under any insurance policy with respect to the Collateral; (ii) to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or obtain any insurance called for by the terms of this

Agreement or any other Transaction Document and to pay all or any part of the premiums therefor and the cost thereof; (iii) to receive payment of and receipt for any and all monies, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; and (iv) subject to the provisions of Section 13, to apply each payment in respect of the Collateral in payment or satisfaction of the Indebtedness. Borrower hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest, shall be irrevocable and shall terminate only upon payment in full of the Indebtedness. Without limiting the foregoing, Lender shall have the power and right, upon the occurrence and continuance of any Event of Default, (A) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of the Collateral; (B) to file any claim or take any other action or proceeding in any court of law or equity for the purpose of collecting any and all monies due under the Lease; (C) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (D) subject to the provisions of Section 13, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option, at any time, or from time to time, all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein in order to effect the intent of this Agreement all as fully and effectively as the Borrower might do. The powers conferred on Lender hereunder are solely to protect Lender's interests in the Collateral and shall not impose any duty upon it to exercise such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any action taken or omitted to be taken in good faith or in reliance on the advice of counsel except only for its own gross negligence or willful misconduct, and the foregoing shall not operate to release Lender from any liability arising out of the gross negligence of any of its officers, directors, employees or agents in disposing of any of the Collateral.

7. Late Payment Rate. All payments of principal and, to the extent permitted by law, interest which are not made when due under the Note or this Agreement shall bear interest (the "Late Interest") from the date due until paid at the Late Payment Rate,

which shall be the lesser of one percent (1%) per month or the highest rate permitted by law.

8. Right of Lender to Perform for Borrower and Lessee.

If either Borrower or Lessee defaults in its respective obligations under the Lease, Lender, after providing written notice to Borrower, may, at its option, perform any such obligation and may, without limiting the generality of the foregoing, obtain insurance and pay all taxes, assessments, and charges levied on the Equipment or for the storage, maintenance or repair thereof. Any insurance premiums, taxes, assessments and charges so paid or losses incurred by Lender as a result of any nonperformance by either Borrower or Lessee of its obligations under the Lease shall be secured by this Agreement and shall be payable by Borrower on Lender's demand, with interest at the rate provided for in Section 7 hereof.

9. Limitation of Liability.

The principal of and accrued interest (including Late Interest) on the Note shall be limited to and payable only out of the Collateral, and Lender shall have no recourse against Borrower for any deficiency in the payment of such principal or interest (including Late Interest) and Collection Costs (as defined in Section 11 hereof) or any other amount due hereunder and Lender shall look solely to the Collateral for the payment of all principal and accrued interest due and to become due under the Note and all other amounts due hereunder; provided, however, that nothing contained in this paragraph shall (x) impair the validity of the indebtedness evidenced by the Note, (y) in any way affect or impair the interest of any holder of the Note in any Collateral or the right of the holder to exercise its rights and remedies with respect to such Collateral following the default by Borrower in making payment under the Note or in the performance of any of the terms, covenants and conditions of the Note or this Agreement, or (z) be construed or be deemed to relieve or release Borrower or its successors and assigns from personal liability for damages if any of the representations and warranties set forth in this Agreement or in the Note, or any other instrument, document or certificate delivered pursuant to this Agreement or in connection with the making of the Loan shall prove to be false or misleading in any material respect or if any of the covenants or agreements in this Agreement (other than the covenants to pay principal of and interest on the Note) are breached. No provision of this Agreement shall relieve the Borrower from or cause the Lender to be liable for the obligations of the Borrower under the Lease or any other Transaction Document.

10. Events of Default.

Any of the following events shall constitute an Event of Default hereunder:

(i) any installment or principal of or interest on the Note shall not be paid within ten (10) days after the Borrower's receipt of written notice of non-payment;

(ii) Lessee shall default in the payment or performance of any of its obligations under the Lease and such default shall not be cured by Lessee within the applicable grace period, if any, or by Borrower pursuant to Borrower's right to cure as provided in Section 12 hereof;

(iii) Borrower or Lessee shall fail to perform or observe any other covenant, condition or agreement to be performed or observed by Borrower or Lessee in this Agreement, in the Note or in any agreement or certificate furnished to Lender in connection herewith, and such failure shall continue unremedied for a period of thirty (30) days;

(iv) any representation or warranty made by Borrower or Lessee herein or in any document or certificate furnished to Lender in connection herewith shall be incorrect when made or shall be misleading in any material respect;

(v) Borrower or Lessee shall become insolvent or bankrupt or shall admit in writing its inability to pay any of its debts as they mature or make an assignment for the benefit of creditors, or a receiver or trustee shall have been appointed with respect to it or to any of its estate; or

(vi) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under Title 11 of the United States Code or any federal or state bankruptcy or insolvency law or similar law now or hereafter in force for the relief of debtors shall be instituted against it, shall be consented to by it or shall not be dismissed within sixty (60) days of such institution or it shall take any action in the furtherance of the institution of any such proceeding.

11. Remedies. If any Event of Default hereunder shall have occurred and be continuing, then and in every such case Lender may by notice in writing to Borrower declare the unpaid principal amount of the Note and all accrued interest thereon to be due and payable without presentment, protest or other notice (all of which are hereby waived by Borrower). Thereupon, the entire amount of such principal and accrued interest, and the entire amount due hereunder, shall become due and payable immediately without further demand, together with interest at the Late Payment Rate, to the extent legally enforceable, on any portion thereof overdue.

Upon the occurrence and during the continuance of an Event of Default hereunder, Lender may exercise any or all of the following remedies in addition to such other remedies which may be available at law or in equity:

(a) If a default by Lessee in any of its obligations under the Lease which constitutes an Event of Default hereunder shall have occurred and be continuing, then Lender may (either directly or through Borrower) exercise any of the remedies available to Borrower (as Lessor) thereunder;

(b) Lender may collect and receive any and all revenues and other cash and non-cash proceeds constituting the Collateral;

(c) If the unpaid principal amount of the Note shall have been accelerated as provided above, Lender may, after terminating the Lease, if Lessee shall then be in default in any of its obligations thereunder, sell all or any part of the Collateral, free from any and all claims of Borrower, in one lot and as an entirety or in separate lots, at public or private sale for cash or credit, in its discretion. Upon any such public sale, Lender itself or any holder of the Note may bid for the property offered for sale or any part thereof and the proceeds of such sale, net of costs, shall be applied to the Indebtedness secured hereby as provided hereinafter. Any such sale shall be held or conducted in a commercially reasonable manner and at such place and at such time as Lender may specify, or as may be required by law, and Lender agrees to use good faith efforts to notify the Borrower of the time and place of any sale of the Collateral. Without limiting the generality of the foregoing, Borrower expressly agrees that in any such event Lender, without demand of performance or other demand or notice of any kind (except the notice specified herein of time and place of public or private sale) to or upon Borrower or any other person (all and each of which demands and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral or any part thereof. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given (i) if effectively received by Borrower at least fifteen days before such disposition, or (ii) if deposited in the U.S. mail, by registered or certified mail, return receipt requested at least fifteen days before such disposition and addressed to Borrower at the address set forth in Section 21 hereof.

(d) Lender may, in its discretion, exercise any other remedies afforded a secured party under the Uniform Commercial Code or such successor statute as may be in force from time to time in the State of Connecticut or any other jurisdiction whose laws are applicable.

Upon the occurrence and during the continuance of any Event of Default hereunder, at the request of Lender, Borrower shall promptly execute and deliver to Lender such instruments of title and other documents as Lender shall deem necessary or advisable to enable Lender to obtain ownership of the Collateral or to transfer the title to the Collateral to any purchaser in connection with such sale. Upon taking of ownership and sale of the Collateral, Borrower shall cease to have any rights of redemption in respect of the Collateral hereunder, and no payments thereafter made by Borrower in respect of any or all of the Collateral shall give to Borrower any legal or equitable interest or title in or to the Collateral or any cause or right of action at law or in equity in respect of the Collateral against Lender or the holders of the Note, except that Lender shall report to Borrower regarding the proceeds of the sale and the application thereof.

Lender shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization and sale, after deducting all reasonable costs and expenses of every kind incurred in connection therewith ("Collection Costs") or incidental to the care, safekeeping or otherwise of any or all of the Collateral or in any way relating to the rights of Lender hereunder, including reasonable attorneys' fees and legal expenses, to the payment in whole or in part of the Indebtedness, in such order as Lender may elect, and only after so applying such net proceeds, after payment in full of the Indebtedness, shall pay the surplus, if any, to Borrower or whomsoever may be lawfully entitled to receive the same. Borrower hereby waives presentment, demand and protest (to the extent permitted by applicable law) of any kind in connection with this Agreement or any Collateral.

12. Borrower's Right to Cure Default. Notwithstanding the provisions of Section 10(ii) hereof, should Lessee default in the observance or performance of its obligations to pay when due any installment of Rent due under the Lease, Borrower shall have the right, within five business days after receipt of written notice from Lender of the occurrence of such default, to cure the resulting default on the Note by making payment in full of any unpaid installment then due and owing on such Note plus penalties (if any) to Lender. If Borrower makes such payment within such time after written notice, no Event of Default shall then exist hereunder because of Lessee's failure to make payment of such

installment under the Lease. Notwithstanding the foregoing, Borrower may cure no more than six such defaults in the aggregate and not more than two consecutively.

13. Application of Payments Prior to Default. Pursuant to the Notice, Lessee shall pay all Rent and other sums due under the Lease directly to Lender. Any Rent or other payments coming into the possession of Lender hereunder, whether paid by Borrower or Lessee or derived from the Lease or insurance or other proceeds of any sale or requisition or condemnation (or sale in lieu thereof) of the Collateral, shall be immediately applied upon collection to any amount (including principal and interest) then due under the Note and other Indebtedness secured hereby (as well as any amount due Lender in accordance with Section 2.5) or be held by Lender and applied to any amount due on the installment date under the Note corresponding most closely in time to the date such payment under the Lease was due, and Lender shall by wire transfer to an account designated by Borrower to Lender in writing promptly remit the balance of such monies (as well as any amount due Borrower in accordance with Section 2.5) to Borrower or whomsoever may be lawfully entitled to receive the same, but only to the extent the same are collected funds, together with confirmation of the application of such other amounts, after such applications have been made.

14. No Amendment. This Agreement may not be amended, waived, or discharged, except by an agreement in writing signed by the party against which or whom enforcement of the amendment, waiver, or discharge is sought. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any provision of this agreement which is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

15. Financing Statements by Lender. Lender, upon notice to Borrower, is authorized to file financing statements signed only by Lender with respect to this Agreement in accordance with the Uniform Commercial Code or signed by Lender as attorney-in-fact for Borrower in each jurisdiction where the Collateral or Borrower's principal place of business or chief executive office is or may from time to time be located. Lender shall send Borrower copies of

all financing statements covering the Collateral which are filed by Lender without Borrower's signature.

16. Transfer by Lender or Borrower.

(a) Lender may at any time assign or grant participations in all or any portion of the Note and this Agreement, provided no such assignment by Lender shall require that payment by Lessee be directed to more than one person or entity as agent for all such successors and assigns and provided further that if more than one person or entity shall have an interest hereunder, the agent designated to receive payment shall also be the agent of all such successors and assigns for purposes of exercising all rights of Lender under this Agreement and the Note, and no person or entity other than such agent or any successor agent may exercise Lender's rights hereunder.

(b) Borrower may not transfer its ownership of the Equipment or assign its rights or obligations hereunder or under the Lease without the prior written consent of Lender.

17. Governing Law and Counterparts. This Agreement shall be interpreted and enforced between the parties in accordance with the laws of the State of Ohio without giving effect to principles of conflict of laws. The Borrower hereby irrevocably consents and submits to the non-exclusive jurisdiction of any Connecticut State Court or any Federal court located in Connecticut for the adjudication of any matter arising out of or relating to this Agreement and the Note. Nothing contained herein shall affect the right of the Lender to bring any proceeding hereunder or under the Note in any other jurisdiction where the Borrower is amenable to suit. This Agreement may be executed in any number of counterparts and all such counterparts shall together constitute one agreement binding on all of the parties notwithstanding that all of the parties are not signatories to the same counterpart.

18. Expenses. Borrower shall reimburse Lender on demand for all out-of-pocket expenses of Lender incurred in connection with any amendments, waivers or modifications hereof requested by Borrower or required as a result of the action or inaction of Borrower and, if an Event of Default shall occur, all costs, including fees and disbursements of counsel, in connection with Lender's enforcement of its rights hereunder or under the Note.

19. Survival of Representations, Warranties and Covenants. All of the representations, warranties, covenants and agreements set forth in this Agreement shall survive the closing of the Loan and shall remain operative and in full force and effect

regardless of any investigation made by or on behalf of the party for whose benefit such representations, warranties, covenants and agreements are made.

20. Interpretation. Any reference herein to Borrower or Lender shall include their respective successors or assigns. In the event of any conflict between the terms of this Agreement and the terms of the Note, the terms of this Agreement shall govern and be controlling.

21. Notices. All notices to be made hereunder shall be in writing and shall be deemed to have been duly given if sent by telex, if delivered personally or four business days after being deposited in the United States mail, registered or certified mail, first class postage prepaid, and in each case addressed as follows:

If to Borrower:

The Fifth Third Leasing Company
38 Fountain Square Plaza
Cincinnati, Ohio 45263

Attention: Operations Manager

If to Lender:

Hitachi Credit America Corp.
777 West Putnam Avenue
Greenwich, Connecticut 06830

Attention: Mr. William Besgen
Executive Vice President

Any party hereto may change the address to which notice of such party shall be sent by giving notice of such change to the other parties to this Agreement.

22. Withholding Taxes. All payments to Lender under the Note shall be made without setoff or counterclaim and free and clear of, and without deduction for, any present or future withholding or other taxes or duties, including stamp duties, or other charges of any nature imposed on such payments by or on behalf of any government or any political subdivision or agency thereof or therein. Lender agrees to promptly remit to the Borrower any amounts received from the Lessee relating to sales, use or property taxes in respect of the Schedule or the Equipment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE FIFTH THIRD LEASING COMPANY

By: _____

Title: _____

HITACHI CREDIT AMERICA CORP.

By: W.H. Berger

Title: EUP+O.O.

STATE OF OHIO)
))
COUNTY OF)

ss.: February __, 1994

On this the _____ day of February, 1994, before me, _____, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of THE FIFTH THIRD LEASING COMPANY, a corporation, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as such _____ and as his/her and its free act and deed.

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss.: Greenwich February 25, 1994
COUNTY OF FAIRFIELD)

On this the 25 day of February, 1994, before me,
yvonne a flynn ~~William H. BESSEN~~, the undersigned officer, personally
appeared William H. Besgen, who acknowledged
him/herself to be the EVP + C.O.O. of HITACHI CREDIT
AMERICA CORP., a corporation, and that he/she as such
EVP + C.O.O., being authorized so to do, executed the
foregoing instrument for the purposes therein contained, by signing
the name of the corporation by him/herself as such
_____ and as his/her and its free act and deed.

In witness whereof I hereunto set my hand.

Yvonne A Flynn

Commissioner of the Superior Court
~~Notary Public~~
My Commission Expires
YVONNE A. FLYNN
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 1997

**EXHIBIT A
EQUIPMENT DESCRIPTION**

<u>NUMBER OF CARS</u>	<u>YEAR BUILT</u>	<u>BUILDER</u>	<u>70/100 TON</u>	<u>DESCRIPTION</u>
41	1968	Despatch Shops	70 Ton	65' gondolas, 3243 cu. ft.
8	1967	Greenville	100 Ton	High side gondolas, 3700 cu. ft.
114	1966	Greenville	100 Ton	High side gondolas, 3700 cu. ft.
65	1968	Despatch Shops	100 Ton	High side gondolas, 3850 cu. ft.
15	1964-66	Thrall	100 Ton	High side gondolas, 4000 cu. ft.
2	1970	Thrall	100 Ton	High side gondolas, 4000 cu. ft.
79	1967	Greenville	100 Ton	High side gondolas, 4100 cu. ft.
106	1976	Pullman	100 Ton	High side gondolas, 4000 cu. ft.
83	1978	Thrall	100 Ton	High side gondolas, 4000 cu. ft.
115	1970	Thrall	100 Ton	High side gondolas, 4000 cu. ft.
10	1976	Greenville	100 Ton	Open Top Hoppers, 4000 cu. ft.
21	1967-70	Thrall	100 Ton	High side RD gondolas, 4000 cu. ft.

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**EXHIBIT A
CAR LISTING**

<u>CAR NO.</u>	<u>CAR NO.</u>	<u>CAR NO.</u>
DJJX 1	RLMX 1248	RLMX 1299
DJJX 2	RLMX 1249	RLMX 1300
DJJX 3	RLMX 1250	RLMX 1301
DJJX 4	RLMX 1251	RLMX 1302
DJJX 5	RLMX 1252	RLMX 1303
DJJX 6	RLMX 1253	RLMX 1304
DJJX 7	RLMX 1254	RLMX 1305
DJJX 8	RLMX 1255	RLMX 1306
RLMX 1200	RLMX 1256	RLMX 1307
RLMX 1201	RLMX 1257	RLMX 1308
RLMX 1202	RLMX 1258	RLMX 1309
RLMX 1203	RLMX 1259	RLMX 1310
RLMX 1204	RLMX 1260	RLMX 1311
RLMX 1205	RLMX 1261	RLMX 1312
RLMX 1206	RLMX 1262	RLMX 1313
RLMX 1207	RLMX 1263	RLMX 1314
RLMX 1208	RLMX 1264	RLMX 1315
RLMX 1210	RLMX 1265	RLMX 1316
RLMX 1211	RLMX 1266	RLMX 1317
RLMX 1213	RLMX 1267	RLMX 1318
RLMX 1214	RLMX 1268	RLMX 1319
RLMX 1215	RLMX 1270	RLMX 1320
RLMX 1216	RLMX 1271	RLMX 1400
RLMX 1218	RLMX 1272	RLMX 1401
RLMX 1219	RLMX 1273	RLMX 1402
RLMX 1220	RLMX 1274	RLMX 1403
RLMX 1221	RLMX 1275	RLMX 1404
RLMX 1222	RLMX 1276	RLMX 1405
RLMX 1223	RLMX 1277	RLMX 1406
RLMX 1224	RLMX 1278	RLMX 1407
RLMX 1225	RLMX 1279	RLMX 1408
RLMX 1226	RLMX 1280	RLMX 1409
RLMX 1227	RLMX 1281	RLMX 1410
RLMX 1228	RLMX 1282	RLMX 1411
RLMX 1230	RLMX 1283	RLMX 1412
RLMX 1231	RLMX 1284	RLMX 1413
RLMX 1232	RLMX 1285	RLMX 1414
RLMX 1233	RLMX 1286	RLMX 1415
RLMX 1234	RLMX 1287	RLMX 1416
RLMX 1235	RLMX 1288	RLMX 1417
RLMX 1236	RLMX 1289	RLMX 1418
RLMX 1237	RLMX 1290	RLMX 1419
RLMX 1238	RLMX 1291	RLMX 1420
RLMX 1239	RLMX 1292	RLMX 1421
RLMX 1242	RLMX 1293	RLMX 1422
RLMX 1243	RLMX 1294	RLMX 1423
RLMX 1244	RLMX 1295	RLMX 1424
RLMX 1245	RLMX 1296	RLMX 1425
RLMX 1246	RLMX 1297	RLMX 1427
RLMX 1247	RLMX 1298	RLMX 1428

**EXHIBIT A
CAR LISTING**

<u>CAR NO.</u>		<u>CAR NO.</u>		<u>CAR NO.</u>	
RLMX	1429	DJJX	1637	DJJX	1729
RLMX	1431	DJJX	1638	DJJX	1730
RLMX	1433	DJJX	1639	DJJX	1731
RLMX	1434	DJJX	1640	DJJX	1732
RLMX	1435	DJJX	1641	DJJX	1733
RLMX	1436	DJJX	1642	DJJX	1734
RLMX	1437	DJJX	1643	DJJX	1735
RLMX	1438	DJJX	1644	DJJX	1736
RLMX	1439	DJJX	1645	DJJX	1737
RLMX	1440	DJJX	1646	DJJX	1738
RLMX	1442	DJJX	1647	DJJX	1739
RLMX	1443	DJJX	1648	DJJX	1740
RLMX	1445	DJJX	1649	DJJX	1741
DJJX	1600	DJJX	1650	DJJX	1742
DJJX	1601	DJJX	1651	DJJX	1743
DJJX	1602	DJJX	1652	DJJX	1744
DJJX	1603	DJJX	1653	DJJX	1745
DJJX	1604	DJJX	1654	DJJX	1746
DJJX	1605	DJJX	1655	DJJX	1747
DJJX	1606	DJJX	1656	DJJX	1748
DJJX	1607	DJJX	1657	DJJX	1749
DJJX	1608	DJJX	1658	DJJX	1750
DJJX	1609	DJJX	1659	DJJX	1751
DJJX	1610	DJJX	1660	DJJX	1752
DJJX	1611	DJJX	1661	DJJX	1753
DJJX	1612	DJJX	1662	DJJX	1754
DJJX	1613	DJJX	1663	DJJX	1755
DJJX	1614	DJJX	1664	DJJX	1756
DJJX	1615	DJJX	1700	DJJX	1757
DJJX	1616	DJJX	1701	DJJX	1758
DJJX	1617	DJJX	1702	DJJX	1759
DJJX	1618	DJJX	1703	DJJX	1760
DJJX	1619	DJJX	1704	DJJX	1761
DJJX	1620	DJJX	1705	DJJX	1762
DJJX	1621	DJJX	1706	DJJX	1763
DJJX	1622	DJJX	1707	DJJX	1764
DJJX	1623	DJJX	1708	DJJX	1765
DJJX	1624	DJJX	1709	DJJX	1766
DJJX	1625	DJJX	1710	DJJX	1767
DJJX	1627	DJJX	1712	DJJX	1626
DJJX	1628	DJJX	1713	DJJX	1769
DJJX	1629	DJJX	1714	DJJX	1770
DJJX	1630	DJJX	1722	DJJX	1771
DJJX	1631	DJJX	1723	DJJX	1772
DJJX	1632	DJJX	1724	DJJX	1773
DJJX	1633	DJJX	1725	DJJX	1774
DJJX	1634	DJJX	1726	DJJX	1775
DJJX	1635	DJJX	1727	DJJX	1776
DJJX	1636	DJJX	1728	DJJX	1777

EXHIBIT A
CAR LISTING

<u>CAR NO.</u>	
DJXX	1778
DJXX	1779
DJXX	1780
DJXX	1781
DJXX	1782
DJXX	1783
DJXX	1784
DJXX	1785
DJXX	1786
DJXX	1787
DJXX	1788
DJXX	1789
DJXX	1790
DJXX	1791
DJXX	1792
DJXX	1793
DJXX	1794
DJXX	1795
DJXX	1796
DJXX	1797
DJXX	1798
DJXX	1799
DJXX	1800
DJXX	1801
DJXX	1802
DJXX	1803
DJXX	1804
DJXX	1805
DJXX	1806
DJXX	1807
DJXX	1808
DJXX	1809
DJXX	1810
DJXX	1811
DJXX	1812
DJXX	1813
DJXX	1814
DJXX	1815
DJXX	1816
DJXX	1711
DJXX	1819
DJXX	1820
DJXX	1821
DJXX	1822
DJXX	1823
DJXX	1824
DJXX	1825
DJXX	1826
DJXX	1827

<u>CAR NO.</u>	
DJXX	1828
DJXX	1829
DJXX	1830
DJXX	1831
DJXX	1832
DJXX	1833
DJXX	1834
DJXX	1835
DJXX	1836
DJXX	1865
DJXX	1866
DJXX	1900
DJXX	1901
DJXX	1902
DJXX	1903
DJXX	1904
DJXX	1905
DJXX	1906
DJXX	1907
DJXX	1908
DJXX	1909
DJXX	1910
DJXX	1911
DJXX	1912
DJXX	1913
DJXX	1914
DJXX	1915
DJXX	1916
DJXX	1917
DJXX	1918
DJXX	1919
DJXX	1920
DJXX	1921
DJXX	1922
DJXX	1923
DJXX	1924
DJXX	1925
DJXX	1926
DJXX	1927
DJXX	1768
DJXX	1930
DJXX	1931
DJXX	1932
DJXX	1933
DJXX	1934
DJXX	1935
DJXX	1936
DJXX	1937
DJXX	1938

<u>CAR NO.</u>	
DJXX	1939
DJXX	1940
DJXX	1941
DJXX	1942
DJXX	1943
DJXX	1944
DJXX	1945
DJXX	1946
DJXX	1947
DJXX	1948
DJXX	1949
DJXX	1950
DJXX	1951
DJXX	1952
DJXX	1953
DJXX	1954
DJXX	1955
DJXX	1956
DJXX	1957
DJXX	1958
DJXX	1959
DJXX	1960
DJXX	1961
DJXX	1962
DJXX	1963
DJXX	1964
DJXX	1965
DJXX	1966
DJXX	1967
DJXX	1968
DJXX	1969
DJXX	1970
DJXX	1971
DJXX	1972
DJXX	1973
DJXX	1974
DJXX	1975
DJXX	1976
DJXX	1977
DJXX	1817
DJXX	1818
DJXX	2201
DJXX	2202
DJXX	2203
DJXX	2204
DJXX	2205
DJXX	2206
DJXX	2207
DJXX	2208

EXHIBIT A
CAR LISTING

CAR NO.	CAR NO.	CAR NO.
DJXX 2209	DJXX 2289	DJXX 2403
DJXX 2210	DJXX 2290	DJXX 2405
DJXX 2211	DJXX 2291	DJXX 2406
DJXX 2212	DJXX 2292	DJXX 2407
DJXX 2213	DJXX 2293	DJXX 2408
DJXX 2214	DJXX 2294	DJXX 2409
DJXX 2215	DJXX 2295	DJXX 2410
DJXX 2216	DJXX 2296	DJXX 2411
DJXX 2217	DJXX 2297	DJXX 2412
DJXX 2218	DJXX 2298	DJXX 2413
DJXX 2219	DJXX 2299	DJXX 2414
DJXX 2220	DJXX 2300	DJXX 2415
DJXX 2221	DJXX 2301	DJXX 2416
DJXX 2222	DJXX 2302	DJXX 2417
DJXX 2223	DJXX 2303	DJXX 2418
DJXX 2224	DJXX 2304	DJXX 2419
DJXX 2225	DJXX 2305	DJXX 2420
DJXX 2226	DJXX 2306	DJXX 2421
DJXX 2227	DJXX 2307	DJXX 2422
DJXX 2228	DJXX 2308	DJXX 2423
DJXX 2229	DJXX 2309	DJXX 2424
DJXX 2250	DJXX 2310	DJXX 2425
DJXX 2251	DJXX 2311	DJXX 2426
DJXX 2252	DJXX 2312	DJXX 2427
DJXX 2253	DJXX 2313	DJXX 2428
DJXX 2254	DJXX 2314	DJXX 2431
DJXX 2255	DJXX 2315	DJXX 2432
DJXX 2256	DJXX 2316	DJXX 2434
DJXX 2257	DJXX 2317	DJXX 2435
DJXX 2258	DJXX 2318	DJXX 2436
DJXX 2259	DJXX 2319	DJXX 2437
DJXX 2260	DJXX 2320	DJXX 2438
DJXX 2261	DJXX 2321	DJXX 2440
DJXX 2262	DJXX 2322	DJXX 2441
DJXX 2263	DJXX 2323	DJXX 2442
DJXX 2264	DJXX 2324	DJXX 2443
DJXX 2265	DJXX 2325	DJXX 2444
DJXX 2276	DJXX 2326	DJXX 2445
DJXX 2277	DJXX 2327	DJXX 2446
DJXX 1928	DJXX 1978	DJXX 2278
DJXX 1929	DJXX 2200	DJXX 2279
DJXX 2281	DJXX 2331	DJXX 2280
DJXX 2282	DJXX 2332	DJXX 2451
DJXX 2283	DJXX 2333	DJXX 2452
DJXX 2284	DJXX 2334	DJXX 2453
DJXX 2285	DJXX 2335	DJXX 2454
DJXX 2286	DJXX 2400	DJXX 2455
DJXX 2287	DJXX 2401	DJXX 2457
DJXX 2288	DJXX 2402	DJXX 2458

**EXHIBIT A
CAR LISTING**

<u>CAR NO.</u>		<u>CAR NO.</u>		<u>CAR NO.</u>	
DJJX	2459	DJJX	2485	DJJX	2809
DJJX	2460	DJJX	2487	DJJX	2810
DJJX	2461	DJJX	2489	DJJX	2811
DJJX	2463	DJJX	2490	DJJX	2812
DJJX	2467	DJJX	2491	DJJX	2813
DJJX	2468	DJJX	2492	DJJX	2814
DJJX	2469	DJJX	2493	DJJX	2815
DJJX	2470	DJJX	2494	DJJX	2816
DJJX	2471	DJJX	2495	DJJX	2817
DJJX	2472	DJJX	2496	DJJX	2818
DJJX	2473	DJJX	2497	DJJX	2819
DJJX	2474	DJJX	2447	DJJX	2820
DJJX	2328	DJJX	2448	DJJX	3003
DJJX	2329	DJJX	2449	DJJX	3004
DJJX	2330	DJJX	2800	DJJX	3005
DJJX	2476	DJJX	2801	DJJX	3007
DJJX	2477	DJJX	2802	DJJX	3015
DJJX	2478	DJJX	2803	DJJX	3016
DJJX	2479	DJJX	2804	DJJX	3022
DJJX	2481	DJJX	2805	DJJX	3028
DJJX	2482	DJJX	2806	DJJX	3029
DJJX	2483	DJJX	2807	DJJX	3031
DJJX	2484	DJJX	2808		

EXHIBIT B

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND NO TRANSFER HEREOF MAY BE EFFECTED UNLESS THE TRANSACTION RELATING THERETO SHALL BE EXEMPT WITHIN THE MEANING OF SUCH ACT AND THE RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION ADOPTED THEREUNDER.

SECURED PROMISSORY NOTE

\$4,103,892.94

February 28, 1994

FOR VALUE RECEIVED, the undersigned, THE FIFTH THIRD LEASING COMPANY ("Borrower"), an Ohio corporation having its principal place of business at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, promises to pay to the order of HITACHI CREDIT AMERICA CORP. ("Lender") at its offices at 777 West Putnam Avenue, Greenwich, Connecticut 06830, the principal sum of FOUR MILLION ONE HUNDRED THREE THOUSAND EIGHT HUNDRED NINETY-TWO AND 94/100 Dollars (\$4,103,892.94) as provided herein.

Borrower promises to pay interest on the aggregate unpaid principal amount hereof from time to time outstanding from the date hereof at the rate of six and 125/1000 percent (6.125%) per annum. All installments of principal and, to the extent permitted by law, interest, which are not paid when due, whether by acceleration or otherwise, shall bear interest ("Late Interest") from the date due until paid at the lesser of one percent (1%) per month and the highest rate permitted by law. Interest on this Note shall be computed for the actual number of days elapsed on the basis of a 360 day year of twelve thirty-day months and shall be payable at such office of Lender prior to maturity, as aforesaid, on each principal installment payment date, at maturity and on demand thereafter.

Principal and interest shall be payable in fifty-seven (57) consecutive installments, due on the first day of each month, commencing April 1, 1994, and ending December 1, 1998, each in the amount of \$83,175.19, but in no event shall the final installment be less than the then outstanding principal balance of, plus accrued interest on, this Note. Each installment shall be applied

first to the payment of accrued interest and then to the payment of principal.

This Note is the Note defined in, and evidences indebtedness incurred under, that certain Loan and Security Agreement, dated as of February 28, 1994 (the "Agreement"), by and between Borrower and Lender, to which reference is made for a description of the security for this Note and of the circumstances under which this Note may be prepaid or the maturity of this Note may be accelerated and the outstanding balance of this Note may be declared immediately due and payable.

Notwithstanding any other provision of this Note and the Agreement, the principal and interest (including Late Interest) on this Note and any Collection Costs (as defined in the Agreement) or any other amount due under the Agreement are payable solely out of the Collateral (as defined in the Agreement) in which Lender has been granted a security interest under the Agreement and no personal liability may be asserted by Lender or any holder of this Note against Borrower for the principal of or accrued interest on this Note and all other amounts due hereunder; provided, however, that nothing contained in this paragraph shall (x) impair the validity of the indebtedness evidenced by this Note, (y) in any way affect or impair the interest of the holder in any Collateral given to secure payment of this Note or the right of the holder to exercise its rights and remedies with respect to such Collateral following the default by Borrower in making the payment hereinabove set forth or in the performance of any of the terms, covenants and conditions of this Note, or (z) be construed or be deemed to relieve or release Borrower or its heirs, successors and assigns from personal liability for damages if any of the representations and warranties set forth in the Agreement, this Note, or any other instrument, document or certificate delivered pursuant to the Agreement or in connection with the making of the loan evidenced by this Note shall prove to be false or misleading in any material respect or if any of the covenants or agreements in the Agreement are breached.

Borrower waives presentment, demand for payment, notice of dishonor, protest and notice of protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guarantee of this Note.

In addition to and not in limitation of the foregoing and the provisions of the Agreement, Borrower further agrees, subject only to any limitation imposed by applicable law and to the above limitation of liability, to pay all expenses, including reasonable attorneys' fees and legal expenses incurred by the holder of this

Note in endeavoring to collect any amounts payable hereunder which are not paid when due, whether by acceleration or otherwise.

This Note, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio without giving effect to principles of conflict of laws.

If any provision of this Note is construed by a court of competent jurisdiction to be invalid, illegal or unenforceable, then the remaining provisions of this Note shall not be affected thereby and shall be enforceable without respect to such invalid, illegal or unenforceable provision.

THE FIFTH THIRD LEASING COMPANY

By: _____

Title: _____