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RECORDATION NO. 18637 FILED 1425

December 30, 1993

DEC 30 1994 -2 40 PM

INTERSTATE COMMERCE COMMISSION

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Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two duly executed copies of Security Agreement-Trust Deed dated as of December 30, 1993, a primary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

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

Debtor: ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045-1383

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

A description of the railroad equipment covered by the enclosed documents is attached to the Security Agreement-Trust Deed as Exhibit A.

Edwin L. Lewis

[Signature]

Mr. Sidney L. Strickland, Jr.
December 30, 1993
Page 2

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,

Robert W. Alvord FML

Robert W. Alvord

RWA/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

1/3/94

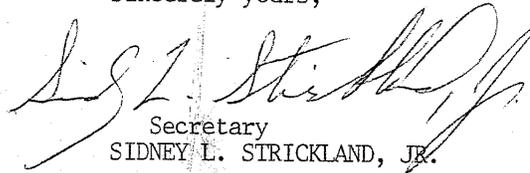
OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord & Alvord
918 16th St N.W. Suite 200
Washington, D.C. 20006

Dear sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on **12/30/93** at **2:35pm**, and assigned
recordation number(s). **18637**

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

①
J. W. ...

RECORDATION NO. 18637 FILED 1425

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INTERSTATE COMMERCE COMMISSION

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SECURITY AGREEMENT - TRUST DEED

BETWEEN

ACF INDUSTRIES, INCORPORATED

DEBTOR

AND

THE FIFTH THIRD LEASING COMPANY

AS LENDER AND SECURED PARTY

Dated as of December 30, 1993

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SECURITY AGREEMENT - TRUST DEED

SECURITY AGREEMENT - TRUST DEED dated as of December 30, 1993 (the "Security Agreement") between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation whose address is 3301 Rider Trail South, Earth City, Missouri 63045-1393 (the "Debtor"), and THE FIFTH THIRD LEASING COMPANY, an Ohio corporation whose address is 38 Fountain Square Plaza, Cincinnati, Ohio 45263 (in such capacity the "Lender" and the "Secured Party"), parties to the Loan Agreement (the "Loan Agreement") dated as of December 30, 1993, as the same may be amended, modified or supplemented from time to time.

RECITALS

A. Pursuant to Section 2.1 of the Loan Agreement and subject to conditions therein set forth, the Secured Party has agreed to make a loan to the Debtor in the maximum principal amount of \$48,000,000 evidenced by a Term Note ("Note") (the "Secured Loan").

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

Section 1. DEFINITIONS

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

"AAR" shall mean the Association of American Railroads.

"Car Service Contract" shall mean the lease or contract pursuant to which the Equipment is leased, rented or serviced as more particularly described in Section 2.3 hereof.

"Cash Collateral Account" shall have the meaning specified in Section 5.2(a)(A).

"Casualty Date" shall have the meaning specified in Section 5.2 (a).

"Casualty Loss" shall have the meaning specified in Section 5.2(a).

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

"Collateral" shall have the meaning specified in Section 2 hereof.

"Debtor" shall mean ACF Industries, Incorporated, a New Jersey corporation.

"Equipment" shall have the meaning specified in Section 2.2 hereof.

"Equipment Lease" shall have the meaning specified in Section 2.3 hereof.

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

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

"ICC" shall mean the Interstate Commerce Commission.

"Indebtedness hereby secured" shall have the meaning specified in the second recital hereof.

hereof. "Item of Equipment" shall have the meaning specified in Section 2.2

"Lien" shall have the meaning specified in Section 3.3 hereof.

"Loan Agreement" shall mean the Loan Agreement of even date between the parties of this Security Agreement-Trust Deed, as the same may be amended, supplemented or modified from time to time.

"Note" shall have the meaning specified in the first recital hereof.

"Obligations" shall have the meaning defined in the Loan Agreement.

"Permitted Lien" shall have the meaning specified in Section 3.3 hereof.

"Rolling Stock" shall mean standard gauge railroad rolling stock, other than passenger equipment or work equipment, used or intended for use in connection

with interstate commerce; excluding, however, railroad rolling stock scrapped or intended to be scrapped.

"Replacement Unit" shall have the meaning specified in Section 5.2(a) hereof.

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

"Secured Party" shall mean The Fifth Third Leasing Company, an Ohio corporation.

"Security Agreement" shall mean this Security Agreement-Trust Deed as specified in the first paragraph hereof.

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

Section 2. SECURITY

2.1. Grant of Security. The Debtor, in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Note according to its tenor and effect, and to secure the payment of all other indebtedness hereby secured and the performance and observance of all covenants and conditions contained in the Loan Agreement and in this Security Agreement and the Note, does hereby grant to the Secured Party, its successors and assigns, a lien on and security interest in all of the Debtor's rights, title and interest in and to the properties, rights, interests and privileges described in Sections 2.2, 2.3 and 2.4 hereof (all of which properties are hereinafter collectively referred to as the "Collateral").

2.2. Equipment Collateral. Collateral includes certain railroad tank cars and covered hopper cars and Rolling Stock described on Schedule A hereto (collectively the "Equipment" or "Items of Equipment" and individually an "Item of Equipment") together with all accessories, equipment, parts and appurtenances appertaining or attached to such Equipment, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Equipment, together with all the rents, issues, income, profits and avails therefrom and the proceeds thereof.

2.3. Rental Collateral. (a) Collateral also includes, subject to Section 4 hereof, all right, title and interest of Debtor in and to each and every lease and Car

Service Contract relating to the Equipment but and only to the extent relating to the Equipment (each such portion of such lease or Car Service Contract being an "Equipment Lease"), and all payments due and to become due under any Equipment Lease, whether as contractual obligations, rental payments, lease payments, damages or otherwise to the extent such payments are derived from the Equipment (the "Equipment Lease Proceeds").

(b) Debtor hereby assigns the Equipment Lease Proceeds to Secured Party and the Secured Party shall be entitled to collect and receive the Equipment Lease Proceeds at any time; provided, however, that Security Party hereby grants Debtor a license to collect and receive all Equipment Lease Proceeds as provided for in the Loan Agreement until the occurrence of and during the continuance of an Event of Default.

2.4. Cash Collateral Account. Collateral also includes the Cash Collateral Account, as defined in Section 5.2, all amounts from time to time on deposit therein and all investments made with the proceeds thereof.

Section 3. COVENANTS AND WARRANTIES OF THE DEBTOR

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

3.1. Debtor's Duties. The Debtor shall perform, abide by and be governed by each and all of the terms, provisions, covenants and agreements set forth in this Security Agreement, the Loan Agreement and the Note and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns, to the same extent as though each and all of said terms, provisions, covenants, amendments or supplements to the Loan Agreement were fully set out in an amendment or supplement to this Security Agreement.

3.2. Maintenance; Insurance.

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

(b) The Debtor will maintain or cause to be maintained with responsible insurance companies, such insurance on such of its properties, in such amounts and against such risks as is customarily maintained by similar businesses. For the purpose of this Section 3.2(b), insurance shall include self-insurance, provided the

Debtor maintains or causes to be maintained adequate reserves to cover the risks not otherwise insured. Within 30 days after the end of each fiscal year of the Debtor, the Debtor shall furnish to the Secured Party a certificate of the chief financial officer of the Debtor evidencing the maintenance of the insurance described in this paragraph (b).

3.3. Preservation of Collateral. The Debtor will warrant and defend the title to the Collateral against all claims and demands of all third persons or persons claiming by, through or under the Debtor. The Debtor will not create, assume or suffer to exist any Lien on the Collateral other than Permitted Liens (as hereinafter defined) and shall promptly take such action as is reasonably necessary to remove any such Lien that is not a Permitted Lien. As used herein, "Lien" shall mean any mortgage, pledge, security interest, encumbrance, lien or charge of any kind. As used herein, "Permitted Liens" shall mean (a) the Lien created by this Security Agreement for the benefit of the Lender and the Equipment Leases; (b) the Lien of taxes, assessments or governmental charges or levies which are not at the time delinquent; (c) the Lien of taxes (including without limitation ERISA liens), assessments or governmental charges or levies which are delinquent but the amount or the validity of which is being contested in good faith by appropriate action if the Debtor shall have set aside on its books such reserves as deemed by it appropriate and adequate in accordance with generally accepted accounting principles, provided that such proceeding shall suspend the collection of such taxes, assessments or governmental charges and, the security interest in the Collateral, or any part thereof, would not be adversely affected or forfeited during the period of such contest; (d) Liens incurred and pledges and deposits made in connection with worker's compensation, unemployment insurance, old-age pensions and other social security or retirement benefits or similar legislation or in connection with public or statutory obligations of the Borrower or any of its Subsidiaries; (e) Liens imposed by law; (f) Liens (including deposits) in connection with self-insurance; (g) Liens (including deposits) in connection with or to secure performance of bids, tenders, contracts (other than contracts creating or evidencing Debt for borrowed money) or leases or to secure statutory obligations, surety or appeal bonds or indemnity, performance or similar bonds; (h) Liens in connection with litigation being contested and judgment Liens in proceedings which are being (or which will be) duly appealed and for which stay of execution has been (or is reasonably expected to be) received; (i) Liens arising in connection with advances or progress payments under government contracts; (j) mechanics', materialmen's, suppliers', warehousemen's and similar Liens for services or materials for which payment is not overdue or the payment of which is being contested in good faith by appropriate proceedings; (k) the interest of any lessee under an Equipment Lease or sublease of Equipment Lease; or (l) any other Lien with respect to which the Debtor (or any lessee or sublessee under a lease agreement or sublease relating to the Equipment shall have provided a bond adequate in the reasonable opinion of the Secured Party.

3.4. Further Assurances. The Debtor will, at its expense, do, execute, acknowledge and deliver all and every further act, deed, conveyance, transfer and assurances necessary for the perfection of the security interest with the ICC and the Registrar General of Canada being herein provided for in the Collateral, whether now owned or hereafter acquired.

3.5. Recordation and Filing. The Debtor will cause this Security Agreement and any supplements hereto, and all financing and continuation statements and similar notices required by applicable law, at all times to be kept, recorded and filed at no expense to the Secured Party with the ICC in order to fully preserve and protect the rights of the Secured Party hereunder, and will at its own expense furnish to the Secured Party promptly after the execution and delivery of any supplement to this Security Agreement opinions of counsel for the Borrower, Alvord & Alvord, and Gordon, Altman, Butowsky, Weitzen, Shalov & Wein respectively, which opinions shall cover the matters set forth in the Loan Agreement.

3.6. Power of Attorney. The Debtor does hereby irrevocably constitute and appoint the Secured Party its true and lawful attorney with full power of substitution for it and in its name, place and stead, to ask, demand, collect, receive, receipt for and sue for any and all Equipment Lease Proceeds hereof with full power to settle, adjust or compromise any claim thereunder as fully as the Debtor could itself do, and to endorse the name of the Debtor on all commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Debtor or otherwise, which the Secured Party may deem necessary or appropriate to protect and preserve the right, title and interest of the Secured Party in and to such Equipment Lease Proceeds and the security intended to be afforded hereby; provided, however, that Secured Party hereby agrees not to exercise this power of attorney until after the occurrence and during the continuance of an Event of Default.

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

3.8. Canada. Debtor agrees not to permit more than 10% of the Equipment to be located in Canada at any one time. Debtor further agrees to fully cooperate with Secured Party upon request of Secured Party, to take whatever actions and pay whatever costs are necessary to perfect the Secured Party's interest in the Collateral in Canada.

Section 4. SPECIAL PROVISIONS CONCERNING LEASES

As provided for in Section 2.3(b), prior to the occurrence and continuance of an Event of Default, Secured Party has granted Debtor the right to exercise all of

the Debtor's rights, powers, privileges and remedies under the Equipment Leases, including without limitation, the right to receive any and all monies due or to become due under the Equipment Leases, and to retain all copies (original or duplicates) of Equipment Leases. All Equipment Leases and Riders to such Equipment Leases will be prominently legended by Debtor with a statement: THIS LEASE AND THE EQUIPMENT NOTED ON THE SCHEDULES OR RIDERS ATTACHED HERETO HAVE BEEN ASSIGNED TO THE FIFTH THIRD LEASING COMPANY PURSUANT TO A SECURITY AGREEMENT-DEED OF TRUST DATED DECEMBER 30, 1993, AS COLLATERAL FOR A NOTE OF DEBTOR DATED DECEMBER 30, 1993 AND A LOAN AGREEMENT BETWEEN DEBTOR AND THE FIFTH THIRD LEASING COMPANY DATED DECEMBER 30, 1993, AS THE SAME MAY BE AMENDED.

Section 5. COLLATERAL

5.1. Possession of Collateral. So long as no Event of Default has occurred and is continuing, the Debtor and each lessee party to an Equipment Lease shall be suffered and permitted to remain in full possession, enjoyment and control of the Collateral including without limitation the Equipment Lease itself, and to manage, operate and use the Collateral and each part thereof with the rights and franchises pertaining to the Collateral, and the Secured Party shall not interfere with such possession, enjoyment and control.

5.2. Casualty Loss; Insurance Proceeds.

(a) In the event that at any time prior to occurrence of an Event of Default any Item of Equipment is destroyed, lost, stolen, irreparably damaged or missing for a period in excess of ninety (90) days, taken by any governmental entity (including without limitation condemnation, confiscation, requisition, taking of title or use by any governmental entity for a period of twelve months after the date of such taking) or otherwise becomes unusable in the business of the Debtor (a "Casualty Loss"), the Debtor shall promptly inform the Secured Party of the Casualty Loss. At each such date that a Casualty Loss has occurred with respect to fifty (50) other Items of Equipment in the aggregate (exclusive of those Items of Equipment of which Replacement Units have been provided under this Section 5.2(a) or (d) or in respect of which a prepayment has been made or Casualty Loss Proceeds deposited in the Cash Collateral Account) (any such occurrence being hereinafter called a "Casualty Date"), at the option of the Debtor, within 120 days after such Casualty Date, either (i) the Debtor shall deposit into the Cash Collateral Account (defined below) in respect of each Item of Equipment which has become a Casualty Loss an amount in Dollars (as to each such Item, the "Casualty Loss Proceeds") equal to the present value of rental payments under the Equipment Lease in effect on the date hereof or, in the case of a Replacement Unit, on the date such Replacement Unit became a part of the Equipment, remaining on the date of such deposit, discounted at the rate of 7.0% per

annum (it being understood Debtor is entitled to any proceeds, whether in respect of insurance proceeds, condemnation awards or otherwise in excess of the dollar amount of Casualty Proceeds payable in respect of such Items of Equipment), or (ii) Debtor shall replace such Items of Equipment with replacement units of unencumbered Rolling Stock of at least equal utility as of the date the Casualty Loss occurred (the "Replacement Units") which Replacement Units, in the aggregate, have a value at least equal to the amount of the Casualty Loss Proceeds required to be deposited in the Cash Collateral Account with respect to such Casualty Loss under clause (i) above, or (iii) the Debtor shall apply such Casualty Loss Proceeds to prepayment of the Loan.

(A) All such Casualty Loss Proceeds shall be deposited by the Secured Party into a special cash collateral account (the "Cash Collateral Account") with the Secured Party at the main office of The Fifth Third Bank, Cincinnati, Ohio or such other bank designated by Debtor and reasonably acceptable to the Secured Party, in the name of the Debtor but under the sole control and dominion of the Secured Party, for so long as, but only so long as, the Security Agreement shall be in full force and effect.

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

(C) Except as otherwise provided herein, amounts on deposit in the Cash Collateral Account shall not be released by the Secured Party except to the extent that all or any part of such amount is to be applied, at the option of Debtor, to prepay, in whole or in part, or to satisfy any scheduled amortization of the Secured Loan, without any premium or penalty, or to be used to acquire one or more Replacement Units.

In the event that Items of Equipment have been the subject of a Casualty Loss and the Debtor in consequence thereof has elected to satisfy the requirements of subsection (a)(i) of this Section 5.2, the Debtor may at any time substitute Replacement Units as provided in subsection (a)(ii) of the Section 5.2 and withdraw the monies deposited in the Collateral Cash Account in respect of such Items of Equipment which had been the subject of a Casualty Loss, and interest earned thereon, in respect of which the Debtor had initially satisfied the requirements of subsection (a) of this Section 5.2.

(b) To the extent of available funds in the Cash Collateral Account, and so long as no Event of Default has occurred and is continuing, the Debtor shall be entitled to repayment of the Casualty Loss Proceeds and any earnings

attributable thereto at such time as the Debtor has replaced the Item or Items of Equipment with respect to which the Casualty Loss Proceeds were paid with Replacement Units and has otherwise complied with the provisions of this Section 5.2.

(c) Upon the occurrence and during the continuance of any Event of Default, all Casualty Loss Proceeds shall be paid to the Secured Party and applied by the Secured Party as specified in Section 6.3.

(d) So long as no Event of Default shall have occurred and be continuing, upon the request of Debtor, the Secured Party shall take such actions as may be requested by the Debtor in order to release, and shall execute and deliver releases in a form reasonably satisfactory to Debtor, such documents and instruments as reasonably requested by Debtor, including, without limitation, documents in recordable form for filing with the ICC and the Registrar General of Canada and amendments to all applicable UCC filings, releasing (i) all the Secured Party's interest in and to any Item of Equipment, (ii) such Item of Equipment, (iii) the selected Equipment Lease and (iv) the related Equipment Lease Proceeds, from the Lien of this Agreement, provided, however, that no Item of Equipment shall be so released unless simultaneously there shall be (x) subject to the Lien of this Agreement and the interest of the Secured Party other Equipment of not less than the aggregate value as of the date of release of any Item or Items of Equipment to be so released, the value of which as of the date of such release shall be certified to by an officer of the Debtor, or (y) the principal amount of the Loan shall be prepaid by an amount equal to the present value of the rental payments under the Equipment Lease in effect on the date hereof or, in the case of a Replacement Unit, on the date such Replacement Unit became a part of the Equipment, remaining on the date of such prepayment, discounted at the rate of 7% per annum. The foregoing shall not be deemed in any way to limit the Debtor's right to purchase or substitute any Replacement Unit in the event of a Casualty Loss or Casualty Losses pursuant to this Section 5.2.

Section 6. SECURED PARTY'S RIGHTS

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

(a) Upon the occurrence of any Event of Default and during the existence thereof, the Secured Party shall have all rights of a secured party under the

ICA and the UCC to enforce the security interests contained herein; and shall have the right to contact the Lessees or possessors of the Equipment without Borrower's consent.

(b) The Secured Party personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Debtor, with or without notice, demand, process of law or legal procedure, if this can be done without breach of the peace, and search for, take possession of, remove, keep and store the Collateral, or use and operate or lease the Collateral until sold. Notwithstanding anything hereunder to the contrary, the original Equipment Leases shall remain at the chief executive offices of the Debtor bearing the legend referred to in Section 4 hereof.

(c) Any Collateral repossessed by the Secured Party under or pursuant to this Section 6.1 may be sold, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Secured Party may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than 10 days' written notice to Debtor specifying the times at which such disposition is to be made and the intended sale price or other consideration therefor, and shall be subject, for 10 days after the giving of such notice, to the right of Debtor or any nominee of Debtor to acquire the Collateral involved at a price or for such other consideration so specified. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than 10 days' written notice to Debtor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction after publication of notice of such auction not less than 10 days prior thereto in two newspapers in general circulation in the City of New York. To the extent permitted by any such requirement of law, the Secured Party may itself bid for and become the purchaser of the Collateral or any item thereof, offered for sale in accordance with this Section without accountability to Debtor (except to the extent of surplus money received as provided in Section 6.3). In the payment of the purchase price therefor, the Secured Party shall be entitled to have credit on account of the purchase price thereof of amounts owing to the Secured Party on account of the indebtedness hereby secured and the Secured Party may deliver the claims for interest on or principal of the Obligations or indebtedness hereby secured in lieu of cash up to the amount which would, upon distribution of the net proceeds of such sale, be payable thereon. If, under mandatory requirements of applicable law, the Secured Party shall be required to make disposition of the Collateral within a period of

time which does not permit the giving of notice to Debtor as hereinabove specified, the Secured Party need give Debtor only such notice of disposition as shall be reasonably practicable in view of such mandatory requirements of applicable law.

(d) The Secured Party may proceed to protect and enforce this Security Agreement by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral or any part thereof, for the recovery of judgment for the indebtedness hereby secured or for the enforcement of any other legal or equitable remedy available under applicable law.

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

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

(a) First, to the payment of costs and expenses of foreclosure or suit, if any, and of such sale, and of all proper expenses, liability and advances, including legal expenses and reasonable attorneys' fees, incurred or made hereunder by the Secured Party;

(b) Second, to the payment of the amount then owing or unpaid on the Secured Loan for principal and interest of the Note and any other amounts then owing under this Security Agreement or the Loan Agreement in respect of the Secured Loan; and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon the Secured Loan, then first to unpaid principal, and second, to unpaid interest thereon, it being understood that Debtor shall remain liable to the Secured Party to the extent of any deficiency between the amount of the proceeds of such disposition and the aggregate amount of the sums referred to in clauses (a) and (b) of this Section 6.3; and

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

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

6.5. Cumulative Remedies. No delay or omission of the Secured Party to exercise any right or power arising from any default on the part of the Debtor, shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Secured Party of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. The Secured Party may exercise any one or more or all of the remedies hereunder and no remedy is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing now or hereafter at law or in equity; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of indebtedness secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Secured Party be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

6.6. Indemnity. The Debtor agrees to indemnify, protect and hold harmless the Secured Party from and against all losses, damages, injuries, liabilities, claims and demands (all the foregoing losses, damages, etc. are the "indemnified liabilities"), and expenses in connection therewith (including, but not limited to, reasonable counsel fees and expenses) arising out of or as the result of entering into or the performance of this Security Agreement, the retention by the Secured Party of a security interest in the Collateral, the delivery, rejection, storage or repossession of any of the Equipment during the period while a security interest therein remains in the Secured Party or during the period of the transfer of such security interest in the Collateral by the Secured Party pursuant to any of the provisions of this Security Agreement; provided, however, that the Debtor shall have no obligation to so indemnify the Secured Party for any indemnified liabilities arising from the Secured Party's willful misconduct or gross negligence.

Section 7. MISCELLANEOUS

7.1. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Security Agreement contained by or on behalf of the Debtor or by or on behalf of the Secured Party, shall

bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

7.2. Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

7.3. Communications. All communications provided for herein shall be in writing (including telex, telecopy and cable) and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally, when delivered to the telegraph company or the cable company, or confirmed by telex answerback or five days after deposited in the United States certified mails, first class, postage prepaid, addressed as set forth in the Notices Section of the Loan Agreement.

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

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

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

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

STATE OF OHIO)
 : ss.:
COUNTY OF HAMILTON)

On this 19th day of December, 1993, before me, personally appeared David A. Jackson to me personally known, who being by me duly sworn, says that he resides at Cincinnati, Ohio and is Senior Vice President, of The Fifth Third Leasing Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

(SEAL)

JEFFREY L. ROHR, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

EXHIBIT A

(THE EQUIPMENT)

ACF INDUSTRIES, INCORPORATED

CAR COUNT	CAR NUMBERS	AAR DESIGNATION	CURRENT LEASE
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See attached.

EXHIBIT A

1	ACFX 000552	ACFX 000718	ACFX 000744	ACFX 001247	ACFX 001536
2	ACFX 002255	ACFX 002261	ACFX 002269	ACFX 002363	ACFX 002364
3	ACFX 002402	ACFX 002404	ACFX 004948	ACFX 004949	ACFX 005255
4	ACFX 006653	ACFX 006678	ACFX 006797	ACFX 008104	ACFX 011962
5	ACFX 011986	ACFX 011987	ACFX 011993	ACFX 012016	ACFX 012017
6	ACFX 012018	ACFX 012019	ACFX 012041	ACFX 012043	ACFX 012045
7	ACFX 012051	ACFX 012086	ACFX 012090	ACFX 012133	ACFX 012142
8	ACFX 012160	ACFX 012182	ACFX 012183	ACFX 012190	ACFX 012194
9	ACFX 012240	ACFX 012249	ACFX 012279	ACFX 012282	ACFX 012296
10	ACFX 012384	ACFX 012394	ACFX 012395	ACFX 012396	ACFX 012397
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12	ACFX 012435	ACFX 012460	ACFX 012461	ACFX 012479	ACFX 012564
13	ACFX 012582	ACFX 012605	ACFX 012626	ACFX 012628	ACFX 012688
14	ACFX 012692	ACFX 012695	ACFX 012727	ACFX 012748	ACFX 012751
15	ACFX 012760	ACFX 012765	ACFX 012766	ACFX 012780	ACFX 012783
16	ACFX 012785	ACFX 012811	ACFX 012830	ACFX 012836	ACFX 012837
17	ACFX 012868	ACFX 012885	ACFX 012894	ACFX 012896	ACFX 012899
18	ACFX 012917	ACFX 012919	ACFX 012990	ACFX 012998	ACFX 013411
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22	ACFX 013959	ACFX 013963	ACFX 013966	ACFX 013969	ACFX 013982
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ACFX 018840

ACFX 018901

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31	ACFX 083052	ACFX 083054	ACFX 083058	ACFX 083059	ACFX 083062	ACFX 083062
32	ACFX 083063	ACFX 083064	ACFX 083065	ACFX 083066	ACFX 083067	ACFX 083067
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37	ACFX 083134	ACFX 083136	ACFX 083137	ACFX 083138	ACFX 083181	ACFX 083181
38	ACFX 083186	ACFX 083187	ACFX 083188	ACFX 083189	ACFX 083190	ACFX 083190
39	ACFX 083192	ACFX 083193	ACFX 083194	ACFX 083195	ACFX 083196	ACFX 083196
40	ACFX 083211	ACFX 083212	ACFX 083214	ACFX 083216	ACFX 083226	ACFX 083226
41	ACFX 083232	ACFX 083233	ACFX 083234	ACFX 083235	ACFX 083245	ACFX 083245
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43	ACFX 083252	ACFX 083253	ACFX 083255	ACFX 083268	ACFX 083269	ACFX 083269
44	ACFX 083270	ACFX 083275	ACFX 083329	ACFX 083334	ACFX 083335	ACFX 083335
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14	ACFX 084097	ACFX 084098	ACFX 084116	ACFX 084117	ACFX 084118
15	ACFX 084119	ACFX 084120	ACFX 084121	ACFX 084157	ACFX 084170
16	ACFX 084179	ACFX 084180	ACFX 084181	ACFX 084182	ACFX 084183
17	ACFX 084184	ACFX 084200	ACFX 084235	ACFX 084237	ACFX 084238
18	ACFX 084242	ACFX 084261	ACFX 084281	ACFX 084288	ACFX 084294
19	ACFX 084302	ACFX 084304	ACFX 084305	ACFX 084309	ACFX 084310
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21	ACFX 084316	ACFX 084317	ACFX 084318	ACFX 084319	ACFX 084321
22	ACFX 084322	ACFX 084323	ACFX 084325	ACFX 084326	ACFX 084327
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26	ACFX 084349	ACFX 084350	ACFX 084351	ACFX 084352	ACFX 084354
27	ACFX 084355	ACFX 084356	ACFX 084361	ACFX 084367	ACFX 084368
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29	ACFX 084476	ACFX 084477	ACFX 084478	ACFX 084479	ACFX 084480
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4	ACFX 092892	ACFX 092893	ACFX 092896	ACFX 092898	ACFX 092899
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19	ACFX 096359	ACFX 096364	ACFX 096576	ACFX 096579	ACFX 096583
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27	ACFX 097684	ACFX 097690	ACFX 097694	ACFX 097698	ACFX 097703
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41	ACFX 098182	ACFX 098183	ACFX 098185	ACFX 098229	ACFX 099044

ACFX 099045
ACFX 099046