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May 30, 1995

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of a Security Agreement - Chattel Mortgage, dated as of May 25, 1995, 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

Secured Party: Heller Financial, Inc.
500 West Monroe Street
Chicago, Illinois 60661

A description of the railroad equipment covered by the enclosed document is set forth on Schedule A attached to the Security Agreement.

Certificate - Original

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

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

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423-0001

5/30/95

Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC. 20006-2973

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 5/30/95 at 11:45AM and assigned recordation number(s). 19445.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100639045)

$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature Janice M. Fort

19445

SECURITY AGREEMENT - CHATTEL MORTGAGE

BETWEEN

ACF INDUSTRIES, INCORPORATED,

DEBTOR

AND

HELLER FINANCIAL, INC.,

LENDER

Dated as of May 25, 1995

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SECURITY AGREEMENT - CHATTEL MORTGAGE

SECURITY AGREEMENT - CHATTEL MORTGAGE dated as of May 25, 1995 (together with amendments, supplements or other modifications hereafter made, the "Security Agreement") between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and HELLER FINANCIAL, INC., a Delaware corporation (the "Lender").

RECITALS

A. Pursuant to Section 2.01 of the Loan Agreement and subject to the conditions therein set forth, the Lender has agreed to make loans to the Debtor in an aggregate principal amount not exceeding Ten Million Nine Thousand One Hundred and Eighty-Nine and 45/100 Dollars ($10,009,189.45) (the "Secured Loans") evidenced by two secured promissory notes executed by the Debtor in favor of the Lender or its registered assigns.

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

Section 1. <u>DEFINITIONS</u>

1.01 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 here shall have the meanings assigned to them in the Loan Agreement. Defined terms in this Security Agreement shall include in the singular number the plural and in the plural number the singular.

"AAR" shall mean the Association of American Railroads.

"AAR Value" shall mean, with respect to any railcar included in the Equipment or any proposed Replacement Unit, the settlement value of such railcar as determined in accordance with Rule 107 -- Damaged and/or Destroyed Cars (or any successor rule) of the AAR as published in the most recent edition of the Field Manual of the A.A.R. Interchange Rules (or a successor publication).

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

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

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

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

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

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

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

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

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

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

"Equipment Lessees" shall mean the lessees, as lessees under the Equipment Leases.

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

"Expired Lease" shall have the meaning specified in Section 4.03 hereof.

"ICA" shall mean the Interstate Commerce Act, as amended, and the regulations and rulings promulgated thereunder.

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

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

"Loan Agreement" means the Term Loan Agreement of even date herewith by and between the Debtor and the Lender, as the same may be amended, supplemented or otherwise modified from time to time.

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

"Original Lease" shall have the meaning specified in the definition of "Replacement Lease' in this Section 1.

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

"Replacement Lease" shall mean a lease entered into by the Debtor in an arms-length transaction that imposes no additional material obligations on the Debtor than those imposed by the Expired Lease or the Equipment Lease to which the original Item of Equipment being replaced was subject (such lease being the "Original Lease"), as the case may be, and is with a lessee that the Lender reasonably determine is comparable in creditworthiness to the lessee under the Expired Lease or the original Lease, as applicable, and which is otherwise in form and substance reasonably acceptable to the Lender.

"Replacement Unit" shall mean replacement units of Rolling Stock of at least equal Value and utility of any Item of Equipment being replaced pursuant to this Security Agreement, calculated: (x) immediately before the Casualty Date with respect to a replacement made pursuant to Sections 5.02(a) or (b); or (y) as of the expiration date of the Expired Lease with respect to a replacement made pursuant to Section 4.03.

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

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

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

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

"Value" as of any date shall mean, with respect to any Item of Equipment which is Older Equipment, the AAR Value of such Item of Equipment, and, with respect to any Item of Equipment which is Newer Equipment the greater of (i) the AAR Value of such Item of Equipment and (ii) an amount in Dollars equal to the product of the outstanding principal amount of the Newer Equipment Loan multiplied by a fraction, the numerator of which is the AAR Value of such Item of Equipment immediately prior to the event requiring a determination of the Value of such Item of Equipment and the

denominator of which is the aggregate AAR Value of all Items of Equipment which are Newer Equipment immediately prior to such event.

Section 2. SECURITY

2.01 Grant of Security. The Debtor, in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Lender and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, and in order to secure the due payment of the principal of and interest on the Notes according to their tenor and effect, and to secure the payment of all other indebtedness and liabilities of the Debtor to the Lender and the performance and observance by the Debtor of all its obligations contained in or arising out of the Loan Agreement, this Security Agreement, the Notes and the other Loan Documents (sometimes referred to herein collectively as the "Obligations"), does hereby assign, mortgage, pledge, hypothecate, transfer and set over to the Lender and grant the Lender a first priority lien on and security interest in all of the Debtor's right, title and interest in and to the properties, rights, interests and privileges described in Sections 2.02, 2.03 and 2.04 hereof and all proceeds thereof (all of which properties are hereinafter collectively referred to as the "Collateral").

2.02 Equipment Collateral. The Collateral includes certain railroad tank cars and covered hopper cars which cars are more fully described in Schedule A hereto and Replacement Units with respect thereto (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 or proceeds of any and all of said Equipment, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom.

2.03 Rental Collateral.

(a) The Collateral also includes, all right, title, interest, claims and demands of the Debtor in, to and under each and every lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) now or hereafter entered into relating to the Equipment (including without limitation Replacement Leases) but to and only to the extent relating to the Equipment (each such portion of such lease being an "Equipment Lease"), including any extensions of the term of every Equipment Lease, all of Debtor's rights under any Equipment Lease to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval together with full power and authority with respect to any Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of the Equipment

Leases, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which (in the opinion of the Lender) may be necessary or advisable in connection with any of the foregoing insofar, but only insofar, as such rights relate to the Equipment which is subject to such Equipment Leases, all records related to the Equipment Leases and all payments due and to become due under any Equipment Lease, whether as rent, contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from or related to the Equipment (the "Equipment Lease Proceeds")

(b) It is expressly agreed that anything herein contained to the contrary notwithstanding, the Debtor shall remain liable under the Equipment Leases to perform all of the obligations assumed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof, and neither the Lender nor the Transferees shall have any obligation or liability under the Equipment Leases by reason of or arising out of the assignment hereunder, nor shall the Lender nor the Transferees be required or obligated in any manner to perform or fulfill any obligations of the Debtor under or pursuant to the Equipment Leases or, except as herein expressly provided, to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim, or take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(c) The Lender shall be entitled to collect and receive the Equipment Lease Proceeds only upon the occurrence of and during the continuance of an Event of Default.

2.04 Cash Collateral Account. Collateral also includes the Cash Collateral Account, all amounts from time to time on deposit therein and all investments made with the proceeds thereof and all interest earned thereon.

Section 3. COVENANTS AND WARRANTIES OF DEBTOR

The Debtor covenants, warrants and agrees with Lender that until the Obligations are paid in full that:

3.01 Maintenance of Equipment. The Debtor shall maintain and keep, or cause to be maintained and kept, at its or the Equipment Lessees' own cost and expense, each Item of Equipment in good order and repair in compliance with all AAR mechanical regulations and industrial commercial acceptance standards for revenue interchange loading, unless and until it becomes worn out, unsuitable for use, lost or destroyed; provided that any such Item of Equipment so worn out, obsolete, lost or destroyed shall be replaced with a

Replacement Unit which is subject to a Replacement Lease in accordance with the provisions of Section 5.02 hereof.

3.02 Insurance.

(a) The Debtor shall maintain, or cause to be maintained at its own expense, with reputable insurance companies satisfactory to the Lender, property, liability and other insurance, on such of its properties, in such amounts, against such risks and in such form as has been customarily maintained by the Debtor.

(b) The Debtor shall cause the Lender to be named as an additional insured with respect to liability insurance and loss payee as its interest may appear with respect to other insurance under all policies of insurance maintained pursuant to the provisions of this Section 3.02 and shall deliver to the Lender (x) on the Closing Date, a certificate of insurance satisfactory to the Lender, and (y) thereafter, thirty (30) days prior written notice before any cancellation, expiration, cessation, reduction in amount or change in coverage thereof shall become effective, a certificate of insurance that such insurance has been renewed or has been replaced with other insurance complying with this Section 3.02. Loss payee clauses in favor of the Lender shall be standard long form loss payee provisions protecting the Lender from acts or omissions of the Debtor.

3.03 Preservation of Collateral.

(a) The Debtor will warrant and defend the title to the Collateral against all claims and demands of all Persons except Persons claiming by, through or under the Lender, or the Transferees. The Debtor will not assign, sell, lease, transfer or otherwise dispose of, nor will the Debtor suffer or permit any of the same to occur with respect to the Collateral except as provided in Section 5.02(b). The Debtor will not create, assume or suffer to exist any Lien on the Collateral other than Permitted Liens (as hereinafter defined) and the Debtor shall pay or discharge, at its own cost and expense, any and all claims, liens or charges other than Permitted Liens. 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:

(i) the Liens created by this Security Agreement and by the Equipment Leases;

(ii) the Liens arising from taxes, assessments or governmental charges or levies either not yet assessed or, if assessed not yet due or contested in good faith by appropriate proceedings (and for which adequate reserves have been made in the Debtor's books in accordance with GAAP consistently applied so long as such

proceedings, in the judgment of the Lender, do not involve any danger of sale, forfeiture or loss of Equipment;

(iii) mechanics', materialmen's, suppliers', warehousemen's, workmen's, repairmen's, employees', or other like Liens arising by operation of law in the ordinary course of business for amounts which are either not yet due or are not yet overdue for more than 15 days or are being contested in good faith by appropriate proceedings (and for which adequate reserves have been made in the Debtor's books in accordance with GAAP consistently applied or when required in order to pursue such proceedings, an adequate bond has been obtained and so long as such proceedings, in the judgment of the Lender, do not involve any danger of sale, forfeiture or loss of Equipment; and

(iv) Liens arising out of judgments or awards against the Debtor which are being contested in good faith by appropriate proceedings (and for the payment of which an adequate bond has been obtained) and with respect to which there shall have been secured a stay of execution pending such appeal or proceedings for review, so long as such proceedings, in the judgment of the Lender, do not involve any danger of sale, forfeiture or loss, of Equipment.

(b) The Debtor shall advise the Lender promptly, in reasonable detail, of any Lien or claim made or asserted against any of the Collateral and of any event affecting the Lender's security interest in the Collateral.

3.04 Further Assurances. The Debtor will, at its own expense, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary for the perfection and maintenance of the perfection of the security interests in the Collateral, whether now owned or hereafter acquired, with the ICC, pursuant to the UCC and ICA, and with the Registrar General of Canada pursuant to the Railway Act (Canada) and as the Lender may consider necessary or desirable.

3.05 Recordation and Filing.

(a) The Debtor will (x) cause this Security Agreement and any supplements hereto at all times to be executed, recorded and filed, at no expense to the Lender, with the ICC and with the Registrar General of Canada, and all financing and continuation statements to be filed with the Secretary of State of the States of Missouri and New York and with the County Clerks in St. Louis County, Missouri, New York County and Westchester County in the State of New York, and cause such documents and all similar notices required by applicable law to be filed in such other jurisdictions and with such other Federal, state, provincial or local government or agency thereof where the Lender deems it necessary or desirable to perfect, protect, or preserve its lien on the Collateral, in order

to fully preserve and protect the rights of the Lender hereunder; and (y) at its own expense, furnish to the Lender promptly after the execution and delivery of any supplement to this Security Agreement, opinions of: (i) Gordon Altman Butowsky Weitzen Shalov & Wein, counsel to the Debtor, (ii) Alvord & Alvord, special ICC counsel to the Debtor, and (iii) Aird & Berlis, special Canadian counsel to the Debtor, or such other counsel as the Lender may reasonably request, which opinions shall favorably cover the matters set forth in the opinions of such counsel provided pursuant to Section 3.01(v) of the Loan Agreement and shall otherwise be in form and substance reasonably satisfactory to the Lender.

(b) The Debtor hereby authorizes the Lender to take all action (including, without limitation, the filing of this Security Agreement and any supplements thereto and any Uniform Commercial Code Financing Statements or amendments thereto without the signature of the Debtor) which the Lender may deem necessary to perfect, protect, or preserve the liens and security interests created hereunder and to obtain the benefits of this Security Agreement.

3.06 Power of Attorney.

(a) The Debtor does hereby irrevocably constitute and appoint the Lender and its successors and assigns, upon the occurrence and during the continuance of an Event of Default, its true and lawful attorney with full power of substitution for it and in its name, place and stead, to address, complete and date the Notices of Assignment provided by the Debtor to the Lender pursuant to Section 3.01(b) of the Security Agreement and add the Exhibits thereto and deliver the same to the Equipment Lessee, 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 instruments or 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 Lender may deem necessary in its reasonable discretion to perfect, protect and preserve the right, title and interest of the Lender in and to such Equipment Lease Proceeds and the security intended to be afforded hereby. This power of attorney is coupled with a security.

(b) The parties acknowledge that the powers conferred on the Lender hereunder are solely to protect its interest in the Collateral and that anything herein contained to the contrary notwithstanding, neither the Lender nor its successors or assigns shall have any duty, obligation or liability by reason of or arising out of this Security Agreement to make any inquiry as to the nature or sufficiency of, to present or file any claim with respect to, or to take any action to collect or enforce the payment of, any amounts to which it may be entitled at any time by virtue of this Security Agreement.

3.07 Chief Executive Office. The chief executive office of the Debtor is located at 3301 Rider Trail South, Earth City, Missouri 63045 and all the records related to the Equipment and to the Equipment Leases are kept in said office. The Debtor shall give the Lender thirty (30) days advance written notice of any change of such office address.

3.08 Acquisition of Interest in the Equipment. The Debtor has acquired its interest in the Equipment for its own account and with its general corporate assets and no funds used to acquire any Item of Equipment have been furnished directly or indirectly out of the assets of or in connection with any employee benefit plan (or its related trust) or any separate account in which any employee benefit plan has any interest. As used in this paragraph, the terms "employee benefit plan" and "separate account" shall have the respective meanings assigned to them in ERISA.

3.09 Actions Under the Equipment Leases.

(a) All the Equipment Leases are in full force and effect and are in substantially the form of Exhibit D to the Loan Agreement and the Debtor shall not enter into any agreement amending or supplementing any Equipment Lease in any material respect, execute any waiver or modification of, or consent to the non-compliance with, any material provision of any Equipment Lease, settle or compromise any material claim against any Equipment Lessee arising under any Equipment Lease, or submit or consent to the submission of any dispute, difference or other matter arising under or in respect of any Equipment Lease to arbitration thereunder, in each instance, without the prior written consent of the Lender.

(b) The Debtor shall comply, and use reasonable efforts to cause each of the Lessees to comply, in all material respects, with all acts, rules, regulations and orders of any legislative, administrative or judicial body or official applicable to the Collateral or any part thereof, or to the operation of the Debtor's business (including, without limitation, all laws of the jurisdictions in which operations involving the Equipment may extend, the interchange rules of the Association of American Railroads and all rules of the Interstate Commerce Commission and the Registrar General of Canada); provided, however, that the Debtor may contest any acts, rules, regulations, orders and directions of such bodies or officials in any reasonable manner which will not, in the sole opinion of the Lender materially adversely affect the Lender's rights or the priority of its security interest in the Collateral;

3.10 Right to Inspect the Collateral. The Debtor shall at any reasonable time, at the request of the Lender, cause the Collateral to be exhibited to the Lender (or persons designated by the Lender) for purposes of inspection, provided that the Equipment, will not be made available for inspection at any Equipment Lessee's facility.

3.11 Reports. On or before February 1, in each year, commencing with the calendar year 1996, the Debtor shall furnish to the Lender an accurate statement (a) setting forth as at the preceding calendar year 1st the amount, description and numbers of all Items of Equipment then covered by an Equipment Lease, the amount, description and numbers of all Items of Equipment that have suffered a Casualty Loss during the preceding calendar year or, in the case of the first such statement, since the date of this Security Agreement (specifying the dates of such Casualty Loss) or to the knowledge of the Debtor are then undergoing repairs (other than running repairs) or are then withdrawn from use pending repairs (other than running repairs) and such other information regarding the condition and state of repair of the Items of Equipment as the Lender may reasonably request and (b) stating that, in the case of all Items of Equipment repainted or repaired during the period covered by such statement, the numbers and the marking required by Section 3.12 hereof and the Equipment Leases have been preserved or replaced. The Debtor shall keep proper books and records with respect to the Equipment and each Equipment Lease and the other Collateral covered thereby. The Lender shall have the right (but not any obligation) by its agents to inspect the Items of Equipment and the Debtor's records with respect thereto (and the right to make extracts from and to receive from the Debtor true copies of such records relating to the Collateral other than the Equipment Leases except as otherwise provided herein) at such reasonable times as the Lender may request during the continuance of this Security Agreement.

3.12 Marking of Equipment.

(a) Debtor will cause each Item of Equipment to be kept numbered with the identifying number set forth in Schedule A hereto, and at the request of the Lender if the Lender determines that it is necessary in order to perfect, protect or preserve its first security interest in the Collateral, the Debtor shall keep and maintain plainly, distinctly, permanently and conspicuously marked on each side of each Item of Equipment, in letters not less than one inch in height, the words, "Ownership subject to a Security Agreement filed with the Interstate Commerce Commission". The Debtor shall not change, or permit to be changed, the identifying number of any Item of the Equipment except in accordance with a statement of new identifying numbers to be substituted therefor after the Lender has been notified in writing and which statement shall be filed, recorded or deposited in all public offices where this Security Agreement shall have been filed, recorded or deposited. The Debtor shall forthwith furnish to the Lender an opinion of such counsel and in form and substance satisfactory to the Lender to the effect that such statement has been so filed, recorded and deposited, such filing, recordation and deposit will protect the Lender's first Lien or security interest in such Items of Equipment and no further filing, recording, deposit or giving of notice with or to any other Federal, state or local government or agency thereof is necessary to perfect, protect, or preserve the security interest of the Lender in such Items.

(b) Except as above provided, the Debtor will not allow the name of any Person (other than the Debtor) to be placed on the Item of Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Debtor may permit the Equipment to be lettered with the names, trademarks, initials or other insignia customarily used by the user of such Equipment or its affiliates.

3.13 Use of Equipment. The Equipment will be used by a lessee, a sublessee or user incorporated in the United States of America (or any State thereof or the District of Columbia) or Canada (or any Province thereof), only upon lines of railroad owned or operated by a railroad company or companies incorporated in the United States of America (or any State thereof or the District of Columbia) or Canada (or any Province thereof) or over lines upon which such railroad company or companies have trackage rights or rights for operation of their trains, and upon connecting with other carriers in the usual interchange of traffic in the continental United States and Canada, only upon and subject to all the terms and conditions of Equipment Leases.

3.14 Replacement Units and Replacement Leases. The representations and warranties of the Debtor with respect to the Equipment and the Equipment Leases which are set forth in Section 4.01(o) of the Loan Agreement shall be true and correct with respect to each Replacement Unit and each Replacement Lease as of the date such Replacement Unit or Replacement Lease becomes subject to this Security Agreement.

Section 4. SPECIAL PROVISIONS CONCERNING LEASES

4.01 Debtor's Rights Under Equipment Leases. Until the occurrence and continuance of an Event of Default, and subject to any limitations set forth herein or in the Loan Agreement, the Debtor may exercise all of the Debtor's rights, powers, privileges and remedies under the Equipment Leases, including, without limitation, the right to receive any and all monies due or to become due under the Equipment Leases, and to retain all copies (original or duplicates) of Equipment Leases.

4.02 Equipment Lease Location and Legend. The Debtor shall keep the original Equipment Leases at its chief executive offices and shall mark all Equipment Leases with the following language:

> The rights and interests of ACF Industries, Incorporated under this Lease and all amendments, and riders hereto relating to certain railcars listed herein, and in such railcars, have been assigned to one or more financial institutions or banks listed on the page or pages at the end of this Lease and are subject to a first priority perfected security interest in favor of such financial institutions or banks. To the

extent that this Lease constitutes chattel paper, no security interest in this Lease may be created or perfected through the transfer or possession of this counterpart.

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

4.03 Expired Leases.

(a) In the event that any Equipment Lease expires prior to the maturity of the Notes (each, an "Expired Lease") the Debtor shall promptly notify the Lender, and on that date which is one hundred twenty (120) days after such expiration if neither the Expired Lease has been renewed nor the Equipment covered by such Expired Lease been made subject to a Replacement Lease, the Debtor shall either (i) replace the Equipment leased under such Expired Lease with Replacement Units which are subject to Replacement Leases, and, in such case, the Debtor shall execute and deliver to the Lender a supplement to this Security Agreement and take all such other actions as are required pursuant to Section 3.05(a) hereof such that the Replacement Units and Replacement Leases shall be subject to the first Lien of this Security Agreement and furnish to the Lender in writing a list of the names and addresses of Equipment Lessees, including contact persons, under such Replacement Leases and other information needed for the Lender to complete Notices of Assignment with respect thereto, (ii) deposit in the Cash Collateral Account in respect of such Equipment covered by such Expired Lease an amount in Dollars equal to the Value of such Equipment as of the expiration date of the Expired Lease, or (iii) pay the Value of such Equipment as of such date to the Lender as a prepayment of the Older Equipment Note if such Item of Equipment was Older Equipment or the Newer Equipment Note if such Item of Equipment was Newer Equipment, after which, the Lender, at the request and expense of the Debtor, shall release the Equipment subject to such Expired Lease from the Lien of the security interest granted to the Lender pursuant to this Security Agreement.

(b) In the event that the Debtor has deposited the Value of Equipment subject to an Expired Lease in the Cash Collateral Account pursuant to Section 4.03(a), the Debtor may at any time substitute Replacement Units which are subject to a Replacement Lease as provided in subsection (a)(i) of this Section 4.03, and so long as no Event of Default, or event or condition that with the giving of notice, the lapse of time or both may become an Event of Default, has occurred and is continuing, the Debtor shall be entitled to release of the amount attributable to such Equipment being replaced and any earnings attributable thereto from the Cash Collateral Account, at such time as the Debtor has

replaced such Equipment subject to such Expired Lease with Replacement Units which are subject to a Replacement Lease and the Debtor has otherwise complied with the provisions of this Section 4.03 and Section 3.05(a) hereof. In the event the Debtor elects to replace Equipment subject to an Expired Lease with Replacement Units pursuant to this Section 4.03, such Replacement Units and the Replacement Lease covering such Replacement Units shall become subject to the perfected Lien of this Agreement and the security interest of the Lender.

(c) Upon the occurrence and during the continuance of any Event of Default, all amounts deposited in the Cash Collateral Account pursuant to this Section 4.03 and all other amounts standing to the credit of the Cash Collateral Account shall be paid to the Lender and applied by the Lender, as specified in Section 6.03.

Section 5. COLLATERAL

5.01 Possession of Collateral. So long as no Event of Default has occurred and is continuing, the Debtor (and, in the case of the Equipment, each Equipment 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 Leases, and to manage, operate and use the Collateral and each part thereof with the rights and franchises pertaining to the Collateral; provided always that the possession, enjoyment, control and use of the Equipment shall at all times be subject to the observance and performance of this Security Agreement.

5.02 Casualty Loss; Insurance Proceeds; Cash Collateral Account.

(a) In the event and at such time as a Responsible Officer first has knowledge (a "Casualty Date") that any Item of Equipment, is destroyed, lost, stolen, irreparably damaged, or missing for a period in excess of thirty (30) days, taken by any governmental entity (including without limitation condemnation, confiscation, requisition, taking of title or use by any governmental entity) or otherwise becomes unusable in the business of the Debtor (such event or condition, a "Casualty Loss"), the Debtor shall promptly inform the Lender of the Casualty Loss. At such date (a "Casualty Total Date") that a Responsible Officer of Borrower has knowledge that a Casualty Loss has occurred with respect to a total of: any one (1) Item of Equipment if the Casualty Loss occurs on or prior to May 30, 1996, any three (3) Items of Equipment if the Casualty Loss occurs after May 30, 1996 and on or prior to May 30, 1997, and any five (5) Items of Equipment if the Casualty Loss occurs thereafter (each, a "Casualty Total"), whether such Casualty Losses are the result of one occurrence or several occurrences, the Debtor shall promptly notify the Lender, and at the option of the Debtor, within ten (10) Business Days after such Casualty Total 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 Value of such Items of Equipment subject to such Casualty Loss immediately prior to the time the Casualty Loss occurred, or (ii) Debtor shall replace such Items of Equipment with Replacement Units which are subject to Replacement Leases. (It is understood that, upon the taking of the actions set forth in (i) or (ii) with respect to a Casualty Total, for the purpose of determining the next succeeding Casualty Total Date, the number of Items of Equipment subject to a Casualty Loss shall be set to zero.) Upon the taking of the actions set forth in (i) or (ii) above with respect to a Casualty Total, (x) at the request of the Debtor, the Lender shall take such actions as may reasonably be requested by the Debtor in order to release such Items of Equipment which constituted the Casualty Total from the Lien granted under this Security Agreement, including the delivery to the Debtor of releases in recordable form with the ICC and the Registrar General (Canada) and UCC-3 Release Statements, all at the expense of the Debtor, (y) the Debtor shall be entitled to retain, free of the Lender's Lien hereunder, any insurance proceeds, lessee payments, railroad payments, condemnation awards or other casualty recoveries ("Casualty Payments") received by the Debtor to the extent they relate to such Items of Equipment, and (z) the Lender shall pay over to the Debtor any and all Casualty Payments received by the Lender relating to such Items of Equipment. The Lender shall be entitled to retain such Casualty Loss Proceeds in respect of Items of Equipment that have been the subject of a Casualty Loss, and to hold them as additional Collateral hereunder in accordance with clauses (A) (B) and (C) below.

(A) All such Casualty Loss Proceeds shall be deposited by the Lender into a special cash collateral account (the "Cash Collateral Account") maintained at such bank designated by the Lender and reasonably acceptable to the Debtor provided such bank agrees to hold such proceeds on behalf of the Lender, under the sole control and dominion of the Lender.

(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 or be continuing, be invested by the Lender at the direction of the Debtor in certificates of deposit with such maturities as Debtor shall request.

(C) Except as otherwise provided in paragraph (b) of this Section 5.02, amounts on deposit in the Cash Collateral Account shall not be released to Debtor except that, so long as no Event of Default, or event or condition that with the giving of notice, the lapse of time or both may become an Event of Default, has occurred and is continuing, the Debtor shall be permitted to use such monies to acquire Replacement Units under this Security Agreement.

(b) In the event that Items of Equipment have been the subject of a Casualty Loss and the Debtor in consequence thereof has deposited Casualty Loss Proceeds in respect thereof pursuant to subsection (a) (i) of this Section 5.02, the Debtor may at any

time substitute Replacement Units which are subject to Replacement Leases as provided in subsection (a) (ii) of this Section 5.02, and so long as no Event of Default, or event or condition that with the giving of notice, the lapse of time or both may become an Event of Default, has occurred and is continuing, the Debtor shall be entitled to release of the Casualty Loss Proceeds attributable to Items of Equipment being replaced and any earnings attributable thereto from the Cash Collateral Account, 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 which are subject to Replacement Leases and the Debtor has otherwise complied with the provisions of this Section 5.02 and Section 3.05(a) hereof. In the event the Debtor elects to replace an Item of Equipment under an Equipment Lease with a Replacement Unit pursuant to this Section 5.02, such Replacement Unit and the Replacement Lease covering such Replacement Unit shall become subject to the perfected Lien of this Agreement and the security interest of the Lender.

(c) Upon the occurrence and during the continuance of any Event of Default, all Casualty Loss Proceeds and all other amounts standing to the credit of the Cash Collateral Account shall be paid to the Lender and applied by the Lender, as specified in Section 6.03.

Section 6. SECURED PARTY'S RIGHTS

6.01 Secured Party's Rights. The Debtor agrees that when any Event of Default as defined in the Loan Agreement has occurred and is continuing, the Lender 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, in addition to any other rights and remedies the Lender may have, the Lender shall have the following rights and remedies:

(a) The Lender shall have all the rights of a secured party under the ICA and under the UCC to enforce the security interests contained herein.

(b) The Lender 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, and the Debtor shall deliver, or cause to be delivered, possession of the Equipment to the Lender or its agents where the same may be found or at such place or places as the Lender may reasonably

require. Notwithstanding anything hereunder to the contrary, so long as no Event of Default has occurred and is continuing unremedied, the original Equipment Leases delivered to the Debtor shall remain at the chief executive offices of the Debtor; provided, however, that in the event an Event of Default has occurred and is continuing, the Debtor shall provide to the Lender the original Equipment Leases or, in case originals are not available because one or more lenders have an interest in leases reflected in the same document as such Equipment Leases, duplicate copies of the Equipment Leases and the Equipment Schedules to master Equipment Leases and, in all cases, all relevant information that the Lender may request regarding all other leases and all other lenders, and if requested by all lenders with a security interest in any Equipment Lease, deliver such Equipment Leases to a trustee designated by the Lender and all the other lenders.

(c) Any Collateral repossessed by the Lender under or pursuant to this Section 6.01 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 Lender may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable. Any of the Collateral may be sold, leased or otherwise disposed of, in the condition in which the same existed when taken by the Lender or after any overhaul or repair which the Lender shall 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. 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 Chicago. To the extent permitted by any such requirement of law, the Lender 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 6.03). In the payment of the purchase price therefor, the Lender shall be entitled to have credit on account of the purchase price thereof of amounts owing to the Lender on account of the indebtedness hereby secured and the Lender may deliver the claims for interest on or principal of the Secured Loans or other 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 Lender 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 Lender need give Debtor only such notice of disposition as shall be reasonably practicable in view of such mandatory requirements of applicable law.

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

(e) The Lender may date the Notices of Assignment provided by the Debtor to the Lender pursuant to Section 3.01(b) of the Security Agreement and add the Exhibits thereto and deliver the same to the Equipment Lessee.

(f) All rights and remedies are cumulative and not exclusive.

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

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

(a) First, to the payment of all costs and expenses including those 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, under the Notes, or under the Loan Agreement or the other Loan Documents, by the Lender;

(b) Second, to the payment of the amounts then owing or unpaid in respect of the Notes and any other amounts owed to the Lender in accordance with the provisions of the Loan Documents; and

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

6.04 Discontinuance of Remedies. In case the Lender shall have proceeded to enforce any right under this Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then, and in every such case, the Debtor and the Lender shall

be restored to their former respective positions and rights hereunder with respect to the property subject to the security interest created under this Security Agreement.

6.05 Cumulative Remedies. No delay or omission of the Lender 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 Lender 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 Lender may exercise any one or more or all of the remedies hereunder and no remedy is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing now or hereafter at law or in equity; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Lender be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

6.06 Indemnity. The Debtor agrees to indemnify, protect and hold harmless the Lender, and its assigns, directors, officers, employees, agents or representatives (each an "Indemnified Party") from and against all losses, damages, injuries, liabilities, claims, suits, obligations, penalties, actions, judgments, costs, interest and demands of any kind or nature whatsoever (all the foregoing losses, damages etc. are the "indemnified liabilities"), and expenses in connection therewith (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnified Party in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnified Party shall be designated a party thereto, and the expenses of investigation by engineers, environmental consultants and similar technical personnel) arising out of, in connection with, or as the result of any claim for personal injury or property damage arising from the operation, use, condition, possession, storage or repossession of any of the Collateral, or any claim relating to any laws, rules or regulations, including, without limitation, environmental control, noise and pollution laws, rules or regulations or the entering into or performance of this Security Agreement, the Loan Agreement, the Notes, and the other Loan Documents, the enforcement of any rights thereunder, the retention by the Lender of a security interest in the Collateral, or arising during the period of any delivery, rejection, storage or repossession of any of the Equipment while a security interest therein remains in the Lender or during the period of the transfer of such security interest in the Collateral by the Lender pursuant to any of the provisions of this Security Agreement; provided, however, that the Debtor shall have no obligation to so indemnify any Indemnified party for any indemnified liabilities arising solely from its willful misconduct or gross negligence. The foregoing indemnity shall survive the termination of this Security Agreement and the Loan Agreement and payment in full of the Obligations.

6.07 Costs and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Lender, in connection with the preparation of this Security Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of financing statements and other documents (including all taxes in connection with the filing and recording of such documents) in public offices, the payment or discharge of any taxes relating to the Collateral or imposed upon the Debtor, insurance premiums, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or the enforcing, foreclosing, retaking, holding, storing, processing, selling or otherwise realizing upon the Collateral and the Lender's security interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions or proceedings arising out of or related to the transaction to which this Security Agreement relates, shall be borne and paid by the Debtor on demand by the Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate prescribed in the Loan Agreement.

Section 7. MISCELLANEOUS

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

7.02 Entire Agreement. This Security Agreement, together with the Loan Agreement, the Schedule and other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof. All prior agreements, understandings, representations, warranties and negotiations, if any, are merged into this Security Agreement, and this Security Agreement is the entire agreement between the Debtor and the Lender relating to the subject matter hereto. This Security Agreement cannot be changed or terminated orally.

7.03 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.

7.04 Notices. All notices and communications provided for herein shall be given to such parties, at such addresses and in such manner as is provided in the Loan Agreement.

7.05 Termination. This Security Agreement and the security interest granted hereby shall terminate when the Obligations have been fully paid or discharged and the Lender has no further obligation to make any loan to the Debtor pursuant to the Loan

Agreement, at which time the Lender shall, at the Debtor's expense, execute and deliver to the Debtor at its expense all Uniform Commercial Code termination statements and such similar documents or proper instrument or instruments which the Debtor shall reasonably request to evidence such termination and the release of Collateral including releases in recordable form under the ICA and the Railway Act (Canada). 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. This Security Agreement and the security interest granted hereby shall also be released upon a payment or prepayment in full of a Loan to the extent provided in Section 2.01 of the Loan Agreement.

7.06 Governing Law. This Security Agreement shall be deemed to have been made under, construed in accordance with and governed by the laws of the State of Illinois (other than the laws of the State of Illinois governing the choice of law); 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.

7.07 Submission to Jurisdiction. Each of the Debtor and the Lender hereby irrevocably submits to the nonexclusive jurisdiction of the Circuit Court of Cook County, Illinois, and to the jurisdiction of the United States District Court for the Northern District of Illinois, for the purposes of any suit, action or other proceeding arising out of this Security Agreement or the subject matter hereof brought by any party or its successors or assigns, and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Illinois State court or, to the fullest extent permitted by law, in such Federal court, and each party hereto hereby agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Security Agreement or the subject matter hereof may not be enforced in or by such courts. The Debtor hereby generally appoints as its attorney-in-fact, to receive service of process in such action, suit or proceeding ACF Industries, Incorporated, 15 Spinning Wheel Road, Suite 108, Hinsdale, Illinois 60521. The Debtor agrees that (without prejudice to any other lawful method of service) service of process upon such attorney-in-fact shall constitute valid service upon the Debtor or its successors or assigns. The Debtor also agrees to give the Lender thirty (30) days advance written notice regarding any change related to the Lender for Service of Process, and so long as any amount remains outstanding and unpaid hereunder, under any Note or the Security Agreement to maintain an agent in Cook County, Illinois for the receipt of process as aforesaid.

7.08 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.

7.09 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.

7.10 Waiver of Jury Trial. BY ITS SIGNATURE BELOW WRITTEN EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

ACF INDUSTRIES, INCORPORATED

By: _____
Name: ROBERT J. MITCHELL
Title: SENIOR VICE PRESIDENT FINANCE

HELLER FINANCIAL, INC.

By: _____
Name:
Title:

[Signature Page to Security Agreement-Chattel Mortgage]

7.09 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.

7.10 Waiver of Jury Trial. BY ITS SIGNATURE BELOW WRITTEN EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

ACF INDUSTRIES, INCORPORATED

By:_____
Name:
Title:

HELLER FINANCIAL, INC.

By: _____
Name: William J. O'Brien, Jr.
Title: Senior Vice President

[Signature Page to Security Agreement-Chattel Mortgage]

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

On this 26th day of May, 1995, before me, personally appeared Robert J. Mitchell to me personally known, who being by me duly sworn, says that he resides at Woodbury, New York and is Senior Vice President Finance of ACF Industries, Incorporated, that said instrument was signed on the date hereof 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

ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this ____ day of May, 1995, before me, personally appeared _____ _____ to me personally known, who being by me duly sworn, says that he is the _____ of Heller Financial, Inc., that said instrument was signed on the date hereof 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

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of May, 1995, before me, personally appeared _____ to me personally known, who being by me duly sworn, says that he resides at _____ and is _____ of ACF Industries, Incorporated, that said instrument was signed on the date hereof 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

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 26th day of May, 1995, before me, personally appeared WILLIAM J. O'BRIEN JR to me personally known, who being by me duly sworn, says that he is the SENIOR VICE PRESIDENT of Heller Financial, Inc., that said instrument was signed on the date hereof 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.

OFFICIAL SEAL
ROXANA KAFERLY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 29,1997

Notary Public

SCHEDULE A TO SECURITY AGREEMENT-CHATTEL MORTGAGE

"H" refers to covered hopper car

"T" refers to tank car

Leases listed are the Existing Leases

Rptg Mark	Car Number	Type	Built Date
ACFX	69245	H	1994
ACFX	69246	H	1994
ACFX	69247	H	1994
ACFX	69248	H	1994
ACFX	69249	H	1994
ACFX	69250	H	1994
ACFX	69251	H	1994
ACFX	69252	H	1994
ACFX	69253	H	1994
ACFX	69254	H	1994
ACFX	69255	H	1994
ACFX	69256	H	1994
ACFX	69257	H	1994
ACFX	69258	H	1994
ACFX	69259	H	1994
ACFX	69260	H	1994
ACFX	69261	H	1994
ACFX	69262	H	1994
ACFX	69263	H	1994
ACFX	69264	H	1994
ACFX	69265	H	1994
ACFX	69266	H	1994
ACFX	69267	H	1994
ACFX	69268	H	1994
ACFX	69269	H	1994
ACFX	69270	H	1994
ACFX	69271	H	1994
ACFX	69272	H	1994
ACFX	69273	H	1994
ACFX	69274	H	1994
ACFX	69275	H	1994
ACFX	69276	H	1994
ACFX	69277	H	1994
ACFX	69278	H	1994
ACFX	69279	H	1994
ACFX	69280	H	1994
ACFX	69281	H	1994
ACFX	69282	H	1994
ACFX	69283	H	1994
ACFX	69284	H	1994
ACFX	69285	H	1994
ACFX	69286	H	1994
ACFX	69287	H	1994
ACFX	69288	H	1994
ACFX	69289	H	1994
ACFX	69290	H	1994
ACFX	69291	H	1994
ACFX	69292	H	1994
ACFX	69293	H	1994
ACFX	69294	H	1994

Rptg Mark	Car Number	Type	Built Date
ACFX	86414	T	1980
ACFX	59443	H	1980
ACFX	59448	H	1980
ACFX	59451	H	1980
ACFX	99204	H	1980
ACFX	99207	H	1980
ACFX	99208	H	1980
ACFX	99211	H	1980
ACFX	99212	H	1980
ACFX	99214	H	1980
ACFX	99215	H	1980
ACFX	99216	H	1980
ACFX	99217	H	1980
ACFX	99218	H	1980
ACFX	99219	H	1980
ACFX	99220	H	1981
ACFX	59440	H	1980
ACFX	44844	H	1980
ACFX	75104	T	1980
ACFX	79661	T	1981
ACFX	79662	T	1981
ACFX	79663	T	1981
ACFX	79664	T	1981
ACFX	79665	T	1981
ACFX	79666	T	1981
ACFX	79667	T	1981
ACFX	79668	T	1981
ACFX	79669	T	1981
ACFX	79670	T	1981
ACFX	79671	T	1981
ACFX	79672	T	1981
ACFX	79673	T	1981
ACFX	79674	T	1981
ACFX	79675	T	1981
ACFX	79676	T	1981
ACFX	79677	T	1981
ACFX	79678	T	1981
ACFX	79679	T	1981
ACFX	79680	T	1981
ACFX	79681	T	1981

Rptg Mark	Car Number	Type	Built Date
ACFX	79682	T	1981
ACFX	79683	T	1981
ACFX	79684	T	1981
ACFX	79685	T	1981
ACFX	79686	T	1981
ACFX	79687	T	1981
ACFX	79688	T	1981
ACFX	79689	T	1981
ACFX	79690	T	1981
ACFX	79691	T	1981
ACFX	79692	T	1981
ACFX	75192	T	1981
ACFX	79454	T	1981
ACFX	49740	H	1981
ACFX	49741	H	1981
ACFX	49742	H	1981
ACFX	49743	H	1980
ACFX	49744	H	1980
ACFX	49745	H	1981
ACFX	49746	H	1981
ACFX	49747	H	1981
ACFX	49748	H	1980
ACFX	49750	H	1980
ACFX	49751	H	1981
ACFX	49752	H	1981
ACFX	49753	H	1980
ACFX	49754	H	1981
ACFX	49755	H	1980
ACFX	49756	H	1981
ACFX	49757	H	1981
ACFX	49758	H	1981
ACFX	49759	H	1981
ACFX	79383	T	1980
ACFX	79384	T	1980
ACFX	79385	T	1980
ACFX	79386	T	1980
ACFX	79387	T	1980
ACFX	79388	T	1980
ACFX	79389	T	1980
ACFX	79390	T	1980

Rptg Mark	Car Number	Type	Built Date
ACFX	79391	T	1980
ACFX	79392	T	1980
ACFX	79393	T	1980
ACFX	79394	T	1980
ACFX	79395	T	1980
ACFX	79396	T	1980
ACFX	79397	T	1980
ACFX	79398	T	1980
ACFX	79399	T	1980
ACFX	79400	T	1980
ACFX	79401	T	1980
ACFX	79402	T	1980
ACFX	79403	T	1980
ACFX	79404	T	1980
ACFX	79405	T	1980
ACFX	79406	T	1980
ACFX	79407	T	1980
ACFX	79408	T	1980
ACFX	79409	T	1980
ACFX	79410	T	1980
ACFX	79411	T	1980
ACFX	79412	T	1980
ACFX	79426	T	1980
ACFX	79427	T	1980
ACFX	79428	T	1980
ACFX	79429	T	1980
ACFX	79430	T	1980
ACFX	79431	T	1981
ACFX	79432	T	1980
ACFX	79433	T	1981
ACFX	79434	T	1981
ACFX	79435	T	1981
ACFX	79594	T	1981
ACFX	79595	T	1981
ACFX	79596	T	1981
ACFX	79597	T	1981
ACFX	79598	T	1981
ACFX	79599	T	1981
ACFX	79600	T	1981
ACFX	79601	T	1981
ACFX	79602	T	1981
ACFX	79603	T	1981

Rptg Mark	Car Number	Type	Built Date
ACFX	79608	T	1981
ACFX	79607	T	1981
ACFX	75533	T	1981
ACFX	75536	T	1981
ACFX	27323	H	1981
ACFX	27330	H	1981
ACFX	27333	H	1981
ACFX	27334	H	1981
ACFX	27336	H	1981
ACFX	27337	H	1981
ACFX	27339	H	1981
ACFX	27341	H	1981
ACFX	27342	H	1981
ACFX	27343	H	1981
ACFX	27345	H	1981
ACFX	27346	H	1981
ACFX	27347	H	1981
ACFX	27348	H	1981
ACFX	27350	H	1981
ACFX	27351	H	1981
ACFX	49975	H	1981
ACFX	49982	H	1981
ACFX	49984	H	1981
ACFX	49985	H	1981
ACFX	49992	H	1981
ACFX	49995	H	1981
ACFX	27385	H	1981
ACFX	49976	H	1981
ACFX	49977	H	1981
ACFX	49978	H	1981
ACFX	49980	H	1981
ACFX	49981	H	1981
ACFX	49983	H	1981
ACFX	49988	H	1981
ACFX	49989	H	1981
ACFX	49990	H	1981
ACFX	49994	H	1981
ACFX	49996	H	1981
ACFX	49999	H	1981
ACFX	27257	H	1981
ACFX	27258	H	1981
ACFX	27260	H	1981
ACFX	27261	H	1981

Rptg Mark	Car Number	Type	Built Date
ACFX	27272	H	1981
ACFX	27274	H	1981
ACFX	27277	H	1981
ACFX	98360	H	1980
ACFX	98367	H	1980
ACFX	98379	H	1980
ACFX	98380	H	1980
ACFX	86412	T	1980
ACFX	86415	T	1980
ACFX	86418	T	1980
ACFX	75133	T	1981
ACFX	75135	T	1981
ACFX	27354	H	1981
ACFX	27387	H	1981
ACFX	36139	H	1981
ACFX	36143	H	1981
ACFX	36152	H	1981
ACFX	36154	H	1981
ACFX	36156	H	1981
ACFX	36159	H	1981
ACFX	36164	H	1981
ACFX	36166	H	1981
ACFX	36167	H	1981
ACFX	36169	H	1981
ACFX	36171	H	1981
ACFX	99394	H	1980
ACFX	99748	H	1980
ACFX	99983	H	1981
ACFX	79450	T	1981
ACFX	79575	T	1981
ACFX	79577	T	1981
ACFX	79578	T	1981
ACFX	79579	T	1981
ACFX	79582	T	1981
ACFX	79584	T	1981
ACFX	79585	T	1981
ACFX	75502	T	1981
ACFX	75503	T	1981
ACFX	75505	T	1981
ACFX	75506	T	1981

Rptg Mark	Car Number	Type	Built Date
ACFX	75507	T	1981
ACFX	75508	T	1981
ACFX	75509	T	1981
ACFX	75510	T	1981
ACFX	75511	T	1981
ACFX	75512	T	1981
ACFX	75513	T	1981
ACFX	75514	T	1981
ACFX	75515	T	1981
ACFX	75516	T	1981
ACFX	75517	T	1981
ACFX	75518	T	1981
ACFX	75519	T	1981
ACFX	75520	T	1981
ACFX	75521	T	1981
ACFX	79259	T	1980
ACFX	79260	T	1980
ACFX	79261	T	1980
ACFX	79262	T	1980
ACFX	79263	T	1980
ACFX	79264	T	1980
ACFX	79265	T	1980
ACFX	79266	T	1980
ACFX	79267	T	1980
ACFX	79268	T	1980
ACFX	79269	T	1980
ACFX	79270	T	1980
ACFX	79271	T	1980
ACFX	79446	T	1981
ACFX	79448	T	1981
ACFX	79460	T	1981
ACFX	79464	T	1981
ACFX	79469	T	1981
ACFX	79470	T	1981
ACFX	79478	T	1981
ACFX	79490	T	1981
ACFX	79501	T	1981
ACFX	79516	T	1981
ACFX	79517	T	1981
ACFX	79521	T	1981
ACFX	75173	T	1980

Rptg Mark	Car Number	Type	Built Date
ACFX	75174	T	1980
ACFX	75175	T	1980
ACFX	75176	T	1980
ACFX	75177	T	1980
ACFX	75178	T	1980
ACFX	75179	T	1980
ACFX	75180	T	1980
ACFX	79416	T	1981
ACFX	79418	T	1981
ACFX	79419	T	1981
ACFX	79420	T	1981
ACFX	79421	T	1981
ACFX	79422	T	1981
ACFX	79423	T	1981
ACFX	79424	T	1981
ACFX	79425	T	1981
ACFX	75102	T	1980
ACFX	79573	T	1981
ACFX	59477	H	1981
ACFX	59478	H	1981
ACFX	59479	H	1981
ACFX	59480	H	1981
ACFX	59481	H	1981
ACFX	59482	H	1981
ACFX	59483	H	1981
ACFX	59484	H	1981
ACFX	59485	H	1981
ACFX	59486	H	1981
ACFX	49778	H	1981
ACFX	49779	H	1981
ACFX	49780	H	1981
ACFX	49781	H	1981
ACFX	49787	H	1981
ACFX	49790	H	1981
ACFX	49792	H	1981
ACFX	49794	H	1981
ACFX	49817	H	1980
ACFX	49818	H	1980
ACFX	49819	H	1980
ACFX	49820	H	1980

Rptg Mark	Car Number	Type	Built Date
ACFX	49821	H	1980
ACFX	49829	H	1980