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A

SECURITY AGREEMENT IN THE NATURE
OF A CHATTEL MORTGAGE

AGREEMENT made as of this 5th day of June 1992 by and between DANA CONTAINER INC., a corporation with offices at 210 Essex Street, Avenel, New Jersey 07001 ("Dana") and THE CENTRAL JERSEY BANK AND TRUST COMPANY, a corporation with offices at Route Nine, Freehold, New Jersey 07728 (the "Secured Party");

WHEREAS, in consideration of the payment of Ten (\$10) Dollars, lawful money of the United States, paid by each to the other, receipt whereof is hereby acknowledged, the mutual undertakings hereinafter set forth, and other good and valuable consideration:

THE PARTIES HERETO AGREE AS FOLLOWS:

1. THE UNDERTAKING

To induce the Secured Party to lend and advance \$1. Million to Dana and to secure full and complete performance by Dana under the terms of a Promissory Note of even date herewith in the principal amount of \$1,000,000 (the "Note") issued by Dana to the Secured Party (the obligations of performance, financial and otherwise of Dana under the Note are hereinafter collectively referred to as the "Obligations"), Dana hereby grants the Secured Party a security interest in the trailers, containers and related equipment listed on Schedule A (the "Equipment"), together with all accessions, additions, and improvements to, and substitutions and replacements for, the Equipment, and insurance policies and proceeds and other rights with respect to the Equipment (the "Collateral").

2. REPRESENTATIONS AND COVENANTS OF DANA

Dana represents to and covenants with the Secured Party with respect to its Equipment, which is Collateral hereunder, that until such time that all Obligations due under the Note and/or this Agreement have been paid in full:

A. No prior or senior financing statement covering the Collateral or any proceeds thereof is or shall be on file in any public office.

B. At the request of the Secured Party Dana shall execute and deliver one or more instruments or documents, including financing statements and continuation statements as the Secured Party may reasonably require. Further, Dana hereby authorizes the Secured Party to execute/file/do whatever may be necessary under applicable law to perfect and continue the latter's security interest in the Collateral, all at Dana's expense.

C. Dana will keep the Collateral in good order and repair and will not waste or destroy the same or any part thereof; and Dana will not use any Collateral in violation of any statute or ordinance. Dana will not sell, exchange, lease or otherwise dispose of the Collateral, nor permit any lien or security interest therein, other than that of the Secured Party.

D. Dana will carry insurance on the Collateral against fire, theft and other casualty, including collision, if applicable, in an amount and with insurers satisfactory to the Secured Party, loss to be payable to the Secured Party as its respective interests may then appear. In the event of any loss or damage to the Collateral, Dana forthwith shall notify the Secured Party in writing and file proofs of loss with the insurers. Dana, upon request, shall deliver to the Secured Party the policies or certificates.

E. Dana authorizes and hereby agrees to permit the Secured Party to inspect the Collateral at any time on reasonable prior notice to Dana.

F. Dana authorizes the Secured Party, without demand and acting in its discretion in each instance, to charge and withdraw from any credit balance which Dana may then have with the Secured Party or any of its branches any amount which shall become due from Dana to the Secured Party under this Agreement. The Secured Party, within a reasonable time, shall advise Dana of each such charge and the amount thereof.

G. Dana will pay promptly when due all taxes and assessments upon such Collateral, or for its use or operation.

H. Dana shall not use the Collateral except in the ordinary course of its business, substantially in the same manner as presently conducted, nor sell the same, without prior written consent of the Secured Party.

I. Dana shall not sell or transfer the Equipment or any part thereof without the prior written approval of the Secured Party, which sale/transfer shall be subject to the terms of this Agreement.

J. The aggregate amount due Dana's stockholders under loans or advances from the latter to Dana shall not exceed \$2,500,000.

Dana hereby authorizes the Secured Party, if the Secured Party fails so to do, to do all things required by Dana under any of the preceding clauses of this Section 2 and to charge the Secured Party's expenses to Dana with interest at 9% from the date such expense(s) is incurred by the Secured Party.

3. DEFAULTS AND REMEDIES

A. If any one or more of the following events (each an "Event of Default") occurs, the entire unpaid balance of the principal of the Note shall, at the Secured Party's option, and subject to delivery of the Secured Party's notice of intent in such regard to Dana, become immediately due and payable:

(i) Any representation or warranty made herein shall be determined to have been false in any material respect when made; or

(ii) The failure by Dana to observe and perform any term or covenant of this Agreement;

(iii) The failure by Dana to make all payments due under the Note on or before the 15th day next following the respective due date of any such payments.

(iv) Any adjudication that Dana is insolvent or bankrupt, or the filing of a petition by or against it for relief under any provision of any statute or law relating to bankruptcy, or the making of any assignment for the benefit of creditors, or the appointment of a receiver or trustee or for all or any part of its property.

B. Upon the occurrence of an Event of Default as defined above, Dana will, within five days next following receipt of written demand from the Secured Party, repay and/or satisfy in full all Obligations. In the event that Dana shall not make such full repayment and satisfy all Obligations within such five day period, the Secured Party shall be entitled, in addition to any other rights which it may enjoy at law, in equity, under the Uniform Commercial Code, under this Agreement or otherwise:

(i) Without further notice or demand or legal process take possession of the Collateral, all records and items relating to the Collateral and, at the Secured Party's request, Dana will assemble such records and deliver them to the Secured Party;

(ii) Sell the Collateral, but the Secured Party shall give Dana reasonable notice of the time and place of any public sale of its Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is mailed, by certified mail, postage prepaid, to Dana at its address specified hereunder at least five days prior to the time of such sale or disposition. At such sale the Secured Party may sell the Collateral for cash or upon credit or otherwise, at such prices and upon such terms as it deems advisable and the

Secured Party may bid or become purchaser at such sale, free of the right of redemption, which is hereby waived. The Secured Party may adjourn such sale at the time and place fixed therefor without further notice or advertisement, and may sell the Collateral as an entirety or in separate lots as it deems advisable, but the Secured Party shall not be obligated to sell all or any part of the Collateral at the time and place fixed for such sale if it determines not to do so.

4. PROCEEDS OF SALE

The proceeds of any sale or other disposition of the Equipment shall be applied as follows:

- A. To the payment of the expenses of such sale; and
- B. To the payment of the expense of retaking, keeping and storing the Equipment, including any attorneys' fees expended incidental thereto (15% if not prohibited by law); and,
- C. To the satisfaction of all obligations due under the Note; and then
- D. The surplus, if any, shall be paid to Dana.

5. MISCELLANEOUS

A. This Agreement shall be construed under New Jersey law, and federal law to the extent applicable, and references to the plural shall include the singular and others and references to the singular shall include the plural as the context requires. The invalidity, illegality or unenforceability of one or more provisions of this Agreement or any Note evidencing the Obligations shall in no way affect the Secured Party's rights under the remaining portions of this Security Agreement or such Note.

B. Notices to the Secured Party or Dana shall be effective only in writing and when received by one of their respective officers.

C. The rights and remedies granted to the Secured Party hereunder are not assignable. Further in no event shall the Secured Party have any right of recourse, seizure or otherwise against any party or any assets of Dana other than the Collateral.

D. The Secured Party shall not be deemed to have waived any of its rights under this or any other agreement or instrument signed by Dana unless the waiver is in writing signed by the Secured Party. No delay in exercising its rights shall be a

waiver nor shall a waiver on one occasion operate as a waiver of such right on a future occasion.

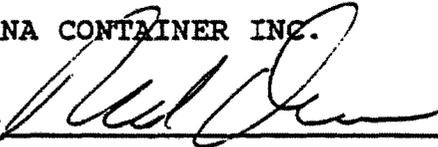
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

DANA CONTAINER INC.

ATTEST:

By





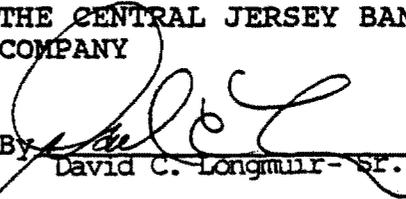
THE CENTRAL JERSEY BANK AND TRUST COMPANY

ATTEST:

By



Barbara A. Sarno, Assistant Secretary



David C. Longmair - Sr. Vice President

STATE OF NEW JERSEY, COUNTY OF MONMOUTH, ss.:

I certify that on June , 1992, personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed, sealed and delivered the attached document as *President* of Dana Container Inc., the corporation named in this document;

(b) the proper corporate seal was affixed; and

(c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.



STATE OF NEW JERSEY, COUNTY OF MONMOUTH, ss.:

I certify that on June , 1992 David C. Longmuir personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed, sealed and delivered the attached document as Sr. Vice President of The Central Jersey Bank and Trust Company, the corporation named in this document;

(b) the proper corporate seal was affixed; and

(c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.



Barbara A. Sarno, Assistant Secretary



LIST OF EQUIPMENT SERVING AS COLLATERAL

1. Trailers

1987 Fruehauf	#316 S/S Insulated w/heat Double conical S/S sub Frames 7100 gallon	K0168 06
1987 Fruehauf	#316 S/S Insulated w/heat Double conical S/S sub Frames 7100 gallon	K0168 08
1987 Fruehauf	#316 S/S Insulated w/heat Double conical S/S sub Frames 7100 gallon	K0168 04
1987 Fruehauf	#316 S/S Insulated w/heat Double Conical S/S sub frames 7100 gallon	K0168 05
1987 Fruehauf	#316 S/S Insulated w/heat Double Conical S/S sub frames 7100 gallon	K0168 07
1987 ITT	#316 S/S Insulated w/heat	S0600 04
1985 Fruehauf	#316 S/S Insulated w/heat	K0154 11
1985 Fruehauf	#316 S/S Insulated w/heat	K0154 10



2. Containers and/or Tank Containers

UNIT #	YEAR MFG	TYPE	DATE OF PURCHASE	MFTR	CAPACITY	
1	513001	Jan-85	IM 101	Jan-85	ANF	23000
2	513002	Jan-85	IM 101	Jan-85	ANF	23000
3	513003	Jan-85	IM 101	Jan-85	ANF	23000
4	513004	Jan-85	IM 101	Jan-85	ANF	23000
5	513005	Jan-85	IM 101	Jan-85	ANF	23000
6	513006	Jan-85	IM 101	Jan-85	ANF	23000
7	513007	Jan-85	IM 101	Jan-85	ANF	23000
8	513008	Jan-85	IM 101	Jan-85	ANF	23000
9	513009	Jan-85	IM 101	Jan-85	ANF	23000
10	513010	Jan-85	IM 101	Jan-85	ANF	23000
11	513011	Jan-85	IM 101	Jan-85	ANF	23000
12	513012	Jan-85	IM 101	Jan-85	ANF	23000
13	513013	Jan-85	IM 101	Jan-85	ANF	23000
14	513014	Jan-85	IM 101	Jan-85	ANF	23000
15	513015	Jan-85	IM 101	Jan-85	ANF	23000
16	513016	Jan-85	IM 101	Jan-85	ANF	23000
17	513017	Jan-85	IM 101	Jan-85	ANF	23000
18	513018	Jan-85	IM 101	Jan-85	ANF	23000
19	513019	Jan-85	IM 101	Jan-85	ANF	23000
20	513020	Jan-85	IM 101	Jan-85	ANF	23000
21	513021	Nov-85	IM 101	Mar-91	ANF	23000
22	625001	Feb-85	IM 101	Feb-85	FAUVET G	23000
23	625002	Feb-85	IM 101	Feb-85	FAUVET G	23000
24	625003	Feb-85	IM 101	Feb-85	FAUVET G	23000
25	625004	Feb-85	IM 101	Feb-85	FAUVET G	23000
26	625005	Feb-85	IM 101	Feb-85	FAUVET G	23000
27	625006	Feb-85	IM 101	Feb-85	FAUVET G	23000
28	625007	Feb-85	IM 101	Feb-85	FAUVET G	23000
29	625008	Feb-85	IM 101	Feb-85	FAUVET G	23000
30	625009	Feb-85	IM 101	Feb-85	FAUVET G	23000
31	625010	Feb-85	IM 101	Feb-85	FAUVET G	23000
32	735007	Jun-85	IM 101	Jun-85	CONSANI	23000
33	735008	Jun-85	IM 101	Jun-85	CONSANI	23000
34	735009	Jun-85	IM 101	Jun-85	CONSANI	23000
35	735010	Jun-85	IM 101	Jun-85	CONSANI	23000
36	735011	Jun-85	IM 101	Jun-85	CONSANI	23000
37	735012	Jun-85	IM 101	Jun-85	CONSANI	23000
38	735013	Jun-85	IM 101	Jun-85	CONSANI	23000
39	735014	Jun-85	IM 101	Jun-85	CONSANI	23000
40	735015	Jun-85	IM 101	Jun-85	CONSANI	23000
41	735016	Jun-85	IM 101	Jun-85	CONSANI	23000
42	735017	Jun-85	IM 101	Jun-85	CONSANI	23000
43	735018	Jun-85	IM 101	Jun-85	CONSANI	23000
44	735019	Jun-85	IM 101	Jun-85	CONSANI	23000
45	735020	Jun-85	IM 101	Jun-85	CONSANI	23000
46	735021	Jun-85	IM 101	Jun-85	CONSANI	23000
47	735022	Jun-85	IM 101	Jun-85	CONSANI	23000
48	735023	Jun-85	IM 101	Jun-85	CONSANI	23000
49	735024	Jun-85	IM 101	Jun-85	CONSANI	23000
50	735025	Jun-85	IM 101	Jun-85	CONSANI	23000

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JUL 20 1992
HOOLEY, BUTLER & DIFRANCESCO

COUNSELLORS AT LAW
190 ELM STREET

WESTFIELD, NEW JERSEY 07091-0669

MAILING ADDRESS - P.O. BOX 669

NEALE F. HOOLEY
WILLIAM B. BUTLER
DONALD T. DIFRANCESCO

TELEPHONE 233-4400
AREA CODE 908
TELECOPIER 233-4465

MILTON A. FELLER
OF COUNSEL

July 20, 1992

Interstate Commerce Commission
12th & Constitution Avenue, NW
Washington, DC 20423

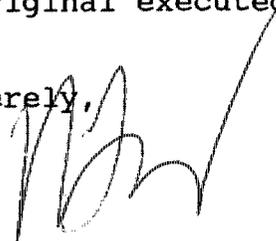
Attention: Mrs. Mildred Lee

Re: Dana Container Inc. and The
Central Jersey Bank and Trust
Company

Dear Mrs. Lee:

Here is a full copy of the original executed agreement
previously sent to you for recording.

Sincerely,


Neale F. Hooley

NFH:kc
Enc.