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INTERSTATE COMMERCE COMMISSION

SECURITY AND SUPPORT AGREEMENT

THIS SECURITY AND SUPPORT AGREEMENT is made as of June 30, 1992 between RESIDUAL BASED FINANCE CORPORATION an Illinois corporation ("Borrower"), and METLIFE CAPITAL CORPORATION, a Delaware corporation ("Lender" or "Secured Party").

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the undersigned agree as follows:

1. **Grant of Security Interest**. Borrower hereby grants to the Secured Party a security interest in all of its now owned or hereafter acquired right, title and interest in and to the following property (the "Collateral"):

(a) The equipment ("Equipment") described in Exhibit A attached hereto and all replacements thereof and modifications and accessions thereto;

(b) The Lease of Railroad Equipment dated January 30, 1970, between Ford Motor Credit Company, assigned to both **Residual Based Finance Corporation** as of August 22, 1985, as lessor, and Penn Central Transportation Company, assigned to Consolidated Rail Corporation as of April 1, 1976 as Lessee ("Lessee"), as the same may be and may have been amended from time to time, together with all supplements, riders, exhibits and schedules thereto (herein collectively referred to as the "Lease");

(c) All rental payments and other amounts payable hereafter under or in connection with the Lease by the Lessee to the Borrower except those amounts payable to Borrower pursuant to the tax and indemnification provisions of the Lease ("Lease Payments"); and

(d) All proceeds of any of the foregoing including, without limitation, insurance and rental proceeds.

2. **Obligations Secured**. The security interest in the Collateral is given to secure the full and timely performance by the Borrower of all indebtedness, liabilities and obligations of the Borrower owing to the Secured Party arising pursuant to the terms of that certain promissory note executed by Borrower in favor of Secured Party dated June 25, 1992 in the original principal amount of Eight Hundred Seventy-Two Thousand Three Hundred Sixty-Eight Dollars and 72/100 ($872,368.72) as the same may be amended, renewed or extended from time to time (the "Note"). The foregoing is referred to as the "Obligations".

3. **Institutional Representations and Warranties**. The Borrower represents and warrants to the Secured Party as follows:

(a) The Borrower is a corporation duly incorporated, validly existing and in good standing under the laws of Illinois; qualified to do business in each other jurisdiction where the conduct of its business or the ownership of its properties requires such qualification and failure to be so qualified

would be materially adverse to the Borrower's ability to consummate the transactions or perform its obligations contemplated hereby; and has full power, authority and legal right to carry on its business as presently conducted, to own and operate its properties and assets, and to execute, deliver and perform this Agreement and the Note.

(b) The execution, delivery and performance by the Borrower of this Agreement and the Note and the borrowing of the proceeds of the Note have been duly authorized by all necessary action of the Borrower, does not require any shareholder approval, or the consent of the holders of any indebtedness of the Borrower and does not contravene any law, regulation, rule or order binding on Borrower.

(c) No government approval or filing or registration with any governmental authority is required for the making and performance by the Borrower of this Agreement or the Note or in connection with any of the transactions contemplated hereby, except filings contemplated by the parties with the Interstate Commerce Commission and the Secretary of State of Illinois.

(d) This Agreement and the Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally and except as limited by general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

(e) The address set forth below the signature of the Borrower to this Agreement is its principal place of business, the location of its chief executive office and the address at which Borrower will keep its records concerning the Collateral.

4. **Transactional Representations**. Borrower represents and warrants to the Secured Party as follows:

(a) Borrower has good and marketable title to the Collateral;

(b) the Collateral is free and clear of all security interests and encumbrances of every kind created by, through or under Borrower other than Permitted Liens;

(c) Borrower will execute such Uniform Commercial Code financing statements in connection herewith as the Secured Party may reasonably request and take such other action as may reasonably be requested by Secured Party to perfect its security interest in the Collateral;

(d) Borrower has not entered into any agreement with the Lessee in respect of the Collateral other than the Lease and the other agreements in connection therewith delivered to Lender.

As used herein "Permitted Liens" shall mean the Lessee's possessory interest in the Equipment arising under the Lease together with all liens and encumbrances arising by, through, or under the Secured Party or the Lessee, or permitted under the Lease.

5. **Appointment of Agent, Etc.** So long as any of the Obligations remain unpaid Borrower does hereby designate and appoint Secured Party its true and lawful attorney with power irrevocable, for

it and in its name, place and stead, after the occurrence of a "Borrower Event of Default" (as hereinafter defined) or an "Event of Default" under the Lease , to (in each case, upon notice to Borrower) ask, demand, receive, receipt and give acquittance for any and all amounts which may be or become due or payable to Borrower with respect to the Collateral, and, in Secured Party's sole discretion, to file any claim or take any action or proceeding, or either, in its own name or in the name of Borrower, or otherwise, which the Secured Party deems necessary or desirable in order to collect or enforce payment of the Lease Payments or performance by Lessee of its obligations under the Lease. The acceptance of this appointment by the Secured Party shall not obligate it to perform any duty, covenant or obligation required to be performed by Borrower under or by virtue of the Lease. The Secured Party shall have the right at any time or times to contact the Lessee upon notice to, but without the consent of Borrower, for any reason including, without limitation, to confirm the terms of the Lease and the status of payments thereunder. The Secured Party may also execute, on behalf of Borrower, any financing statements which in its opinion may be necessary or desirable to perfect or protect its position with respect to the Collateral. The Secured Party may, upon ten (10) days notice to Borrower, perform any obligation of Borrower under the Lease or this Agreement, and any expenses incurred in such performance shall bear interest from the date incurred until repaid at a per annum rate ("Default Rate") equal to five percent (5%) above the [Prime Rate] as published periodically by [Chase Manhattan National Bank]. Any such amounts shall be secured hereby and shall be repaid to Secured Party on demand.

6. <u>Borrower's Covenants</u>. For the benefit of the Secured Party, Borrower agrees to perform each of the following covenants:

(a) Borrower will pay before delinquency any taxes which are or may become through assessment or distraint or otherwise a lien or charge on the Collateral (other than Permitted Liens) and will pay any tax which may be levied on any Obligation secured hereby (other than income or similar taxes). Borrower may, however, contest such taxes in good faith and with due diligence, provided no part of the Collateral will be subject to a lien forfeiture, sale or diminution in value during such contest.

(b) Borrower will not change its corporate name without prior notice to Secured Party.

(c) Borrower will not move or permit the movement of any tangible collateral except in accordance with the terms of the Lease unless Borrower shall have given prior written notice of such a move to the Secured Party.

(d) Borrower agrees to maintain full and accurate books of account prepared and maintained in accordance with good accounting practices covering its interest in the Collateral and to deliver, upon request, to Secured Party copies of such of the books as relate to the Collateral. Secured Party shall at all reasonable times have free access to Borrower's ledgers, books of account and other written records evidencing or relating to the Collateral and the right to make and retain copies or memoranda of the same.

(e) Borrower will comply with all of its obligations under the Lease and shall fully comply with the terms and conditions of all other agreements between it and the Lessee, if any.

(f) Borrower will not waive, amend, modify, cancel or terminate any provision of the Lease without the prior written consent of the Lender.

(g) Borrower will make all reasonable efforts consistent with its usual and ordinary practice and in all events, efforts at least comparable to the standard practice then prevailing in the industry, to monitor and enforce compliance by the Lessee with the terms and conditions of the Lease. Without limiting the foregoing, the Borrower shall take any and all action as reasonably requested by the Secured Party from time to time to cause the Lessee to perform the Lessee's obligations under the Lease.

(h) Borrower shall cause all amounts received by it and payable under the Lease upon the occurrence of a "Casualty Occurrence" (as defined therein) to be paid to Lender and the amounts so payable shall be deemed to be the "Stipulated Loss Value" provided for in the Note.

7. **Lease Payments**. Promptly upon the execution of this Agreement, all Lease Payments due after the date hereof are to be made by Lessee to the Secured Party for the account of the Borrower. Payments are to be made to the Secured Party at C-97550, Bellevue, Washington 98009 or to such other address as the Secured Party may from time to time specify in writing. Borrower authorizes and directs the Secured Party to endorse all Lease Payments in Borrower's name and to apply such payment against the Borrower's obligations under the Note. Borrower agrees that if any Lease Payments are received by it or if any other amounts are received by it in respect of the Collateral after the date hereof, such sums shall be received in trust by the Borrower and immediately shall be paid over to the Secured Party for application against the amounts due under the Note.

8. **Release of Collateral, Etc.** The obligations of Borrower shall not be affected by the release or substitution of any collateral (including the Collateral) or by the release of or any renewal or extensions of time to any party to any instrument, obligation or liability secured hereby. The Secured Party shall not be bound to resort to or exhaust its recourse or to take any action against other parties or other collateral. Borrower expressly waives the benefit of any and all defenses available to sureties under applicable law. Borrower hereby waives presentment, demand, protest, notice or protest and notice of non- acceptance or non-payment with respect to any Obligation described herein.

9. **Further Assurances**. Borrower, at its sole cost and expense, will at all times hereafter (a) execute such financing statements and other instruments and perform such other acts as Secured Party may reasonably request to establish and maintain the security interests herein granted and the priority and continued perfection thereof; (b) obtain and promptly furnish to Secured Party evidence of all such government approvals as may be required to enable Borrower to comply with its obligations under this Agreement and under the Note; (c) not change the location of its principal place of business or chief executive office, unless prior written notice of such a change shall have been given to the Secured Party; and (d) execute and deliver all such other instruments and perform all such other acts as Secured Party may reasonably request to carry out the transactions contemplated by this Agreement and the Note.

10. **Assignment**. Secured Party may assign or transfer the whole or any part of the Obligations and may transfer therewith as collateral security its security interest in the whole or any part of the Collateral and all obligations, rights, powers and privileges herein provided shall inure to the benefit of the assignee to the extent of such assignment. Borrower will not sell, transfer, lease (other than pursuant to the Lease), assign, or encumber any interest in the Collateral, or its rights under this Agreement without the Secured Party's prior written consent, which consent will not be unreasonably withheld. In any event, notwithstanding any assignment by the Borrower, Borrower shall remain fully liable for all Obligations to the extent provided in this Agreement and the Note.

11. **Events of Default**. If any of the following events shall occur and be continuing, it shall constitute a "Borrower Event of Default" hereunder:

(a) Note Payment Default. Secured Party shall fail to receive when due any amount of principal or interest due under the Note and such failure shall continue for a period of 10 days after notice to Borrower of the same; or

(b) Other Payment Default. Secured Party shall fail to receive for a period of ten (10) days after the date when due, any amounts payable to it under the terms of this Agreement; or

(c) Breach of Warranty. Any representation or warranty made by the Borrower under or in connection with this Agreement or the Note shall prove to have been incorrect in any material respect when made; or

(d) Breach of Other Covenant. The Borrower shall fail to perform or observe any other covenant, obligation or term of this Agreement and such failure shall remain unremedied for thirty (30) days after written notice thereof shall have been given to Borrower by the Secured Party; or

(e) Lease Default. The Lessee shall default in the payment or performance of any terms or conditions under the Lease and such default shall continue for more than thirty (30) days or an "Event of Default" as defined in the Lease shall occur; or

(f) Voluntary Bankruptcy, Etc. The Borrower shall: (1) file a petition seeking relief for itself under Title 11 of the United States Code, as now constituted or hereafter amended, or file an answer consenting to, admitting the material allegations of or otherwise not controverting, or fail timely to controvert a petition filed against it seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended; or (2) file such petition or answer with respect to relief under the provisions of any other now existing or future applicable bankruptcy, insolvency, or other similar law of the United States of America or any State thereof or of any other country or jurisdiction providing for the reorganization, winding-up or liquidation of corporations or arrangement, composition, extension or adjustment with creditors; or

(g) Involuntary Bankruptcy, Etc. An order for relief shall be entered against the Borrower under Title 11 of the United States Code, as now constituted or hereafter amended, which order is not stayed; or upon the entry of an order, judgment or decree by operation of law or by a court having jurisdiction in the premises which is not stayed adjudging it a bankrupt or insolvent under, or ordering relief against it under, or approving as properly filed a petition seeking relief against it under the provisions of any other now existing or future applicable bankruptcy, insolvency or other similar law of the United States of America or any State thereof or of any other country or jurisdiction providing for the reorganization, winding-up or liquidation of corporations or any arrangement, composition, extension or adjustment with creditors, or appointing a receiver, liquidator, assignee, sequestrator, trustee or custodian of the Borrower or of any substantial part of its property, or ordering the reorganization, winding-up or liquidation of its affairs, or upon the expiration of thirty (30) days after the filing of any involuntary petition against it seeking any of the relief specified in Section 11 (f) hereof or this Section 11(g) without the petition being dismissed prior to that time; or

(h) Insolvency, Etc. The Borrower shall (i) make a general assignment for the benefit of its creditors or (ii) consent to the appointment of or taking possession by a receiver, liquidator,

assignee, trustee, or custodian of all or a substantial part of its property, or (iii) admit its insolvency or inability to pay its debts generally as they become due, or (iv) fail generally to pay its debts as they become due, or (v) take any action looking to the dissolution, termination or liquidation of the Borrower.

12. General Remedies. If a Borrower Event of Default shall occur, Secured Party shall have all remedies provided by law and, without limiting the generality of the foregoing, shall have the following remedies:

(a) The remedies of a secured party under the Uniform Commercial Code; and

(b) The right to make notification and pursue collection or, at the Secured Party's option, to sell all or part of the Collateral and make application of all proceeds or sums due on the Collateral to the Obligations at its sole discretion; and

(c) The right to enter any premises where any of the Collateral is situated and take possession of such Collateral without notice or demand and without legal proceedings {subject to Section 19) hereof; and

(d) All other remedies which may be available in law or equity. To the extent that notice of sale shall be required by law to be given, Borrower agrees that a period of ten (10) days from the time the notice is sent shall be a reasonable period of notification of a sale or other disposition of Collateral by the Secured Party, and that any notice or other communication from the Secured Party to Borrower under this Agreement or required by any statute may be given to Borrower by personal delivery, telex, telegram or mail (with first-class postage prepaid) in each case sent or delivered to Borrower at the address set forth under its name on the signature page hereof. All such notices and communications if duly given or made shall be effective upon the earlier of receipt or two (2) business days after deposit in the mail. Borrower agrees to pay on demand the amount of all reasonable costs, attorneys fees and legal expenses incurred by the Secured Party in exercising its rights and remedies herein, and Borrower further agrees that its obligation to pay such amounts shall bear interest from the date such expenditures are made by Secured Party until repaid at the Default Rate and shall be secured hereby. The Secured Party agrees to pay forthwith to Borrower any surplus remaining from the Collateral after payment of all indebtedness secured hereunder.

13. Limitation of Liability. The Borrower does not have, and shall not have, any liability or obligation with respect to payment of the indebtedness evidenced by the Note or other amounts due under this Agreement (except amounts due under the provisions of Section 14 hereof) or the Note, all of which are payable solely from proceeds received by the Secured Party in respect of the Collateral, provided, however, that the Borrower shall be liable and shall have responsibility for any loss, damage or expense incurred by the Secured Party arising out of or in any manner connected with a breach by the Borrower of any covenant herein contained (but not the covenant of Borrower to repay principal and interest under the Note or the covenants to maintain insurance or pay taxes as provided in Sections 6 (a), (c) and (h) hereof) or by the falsity of any material representation or warranty made by the Borrower herein and provided further that Borrower shall be personally liable for Underpayments under the Note executed in connection herewith to the extent that they arise solely as a result of the Variable Interest Rate (as defined in the Note) actually being more than the Amortization Rate (as defined in the Note) used in determining the amount of payment to be made hereunder ("Rate Underpayments").

14. **Hold Harmless**. Borrower will indemnify and hold the Secured Party harmless from all liability, loss, damage or expense, including reasonable attorneys' fee and costs, that the Secured Party may incur and which arise out of or in any way relate to the Lease, the Lessee, the Collateral, this Agreement, or the Borrower, provided, however, that this covenant shall not apply to any liability, loss, damage or expenses arising out of acts or omissions occurring prior to the date hereof and, provided, further, that this covenant shall not apply to liability, loss, cost, damage or expense which is solely the result of the Borrower's failure to perform its obligations under the Note or this Agreement (whether or not due to Lessee's defaults under the Lease) or Lessee's breach of the Lease or as to matters subject to indemnity under the Lease. The terms of this Section 14 are intended to supplement and not supersede or replace the terms of Section 13 hereof. The covenants set forth in this Section 14 shall survive the termination of this Agreement.

15. **Waivers**. This Agreement shall not be qualified or supplemented by course of dealing. No waiver or modification by Secured Party of any of the terms and conditions hereof shall be effective unless in writing signed by the Secured Party. No waiver or indulgence by the Secured Party as to any required performance by Borrower shall constitute a waiver as to any required other performance or obligations of Borrower hereunder.

16. **Severability**. In case any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction; and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

17. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Washington except where the location of Collateral requires that the creation, validity, perfection, the effect of non-perfection, or enforcement of the security interests provided for herein may be governed by the laws of the jurisdiction where such collateral is located. Borrower hereby irrevocably submits to the jurisdiction of any state or federal court sitting in Seattle, Washington, in any action or proceeding brought to enforce or otherwise arising out of or relating to the Note or this Agreement.

18. **Successors**. This Agreement inures to the benefit of the Secured Party and its successors and assigns, and shall bind the successors and assigns of the Borrower. The Secured Party agrees that, in the event of any transfer by it of the Note, it will endorse thereon a notation as to the portion of the principal of the Note which shall have been paid at the time of such transfer and as to the date to which interest shall have been last paid thereon.

19. **Quiet Enjoyment.** Notwithstanding any other provision of this Agreement, the Secured Party agrees that its security interest and rights hereunder are subject to the rights of the Lessee under the Lease and so long as Lessee is not in default of its obligations under the Lease, no "Event of Default" as such term is defined in the Lease shall have occurred and be continuing, and Lessee makes all Lease Payments directly to Secured Party, Secured Party shall not disturb Lessee's peaceful possession of the Equipment and Lessee's right to use the Equipment for its intended purposes pursuant to the terms of the Lease. In any event, Secured Party shall not breach any of Borrower's obligations under the Lease.

20. Additional Security. As additional security for the Obligations, Borrower agrees that it: (a) will assign to Lender the residual insurance policy currently in place with International Capital Equipment

and that it will not terminate or cause the termination of the policy so long Note is unpaid; and (b) will pledge a Certificate of Deposit to Lender in the amount of $40,000.00 for the term of the Loan in a form and from an issuing entity reasonably satisfactory to Lender to secure Borrower's obligations in connection with Rate Underpayments.

21. Counterparts. This Agreement may be executed in separate counterparts all of which, when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Security and Support Agreement as of the date and year first above written.

Lender:	Borrower:
METLIFE CAPITAL CORPORATION	RESIDUAL BASED FINANCE CORPORATION
By: _____	By: _____
Mike Taft ~~Mark C. DeRitis~~ Executive Vice President	Vincent A. Kolber President
Address: C-97550 Bellevue, WA 98009	Address: Three First National Plaza, Suite 1240 Chicago, Illinois 60602

State of Washington)
) ss:
County of King)

On this 29th day of June, 1992, before me, personally appeared Mike Taft, to me personally known, who being by me duly sworn, says that (s)he is the Executive V. P./ of MetLife Capital Corporation, a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

_____
Signature of Notary Public

My commission expires May 12 1994.

Subscribed and sworn to before me
this 29th day of June, 1992.

GWEN SAUTER
COMMISSION EXPIRES
NOTARY
PUBLIC
MAY 12 1994
STATE OF WASHINGTON

State of Illinois)
) ss:
County of Cook)

On this _____ day of _____, 1992, before me, personally appeared Vincent A. Kolber, to me personally known, who being by me duly sworn, says that he is the President of Residual Based Finance Corporation, an Illinois corporation, that said instrument was signed 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.

[Seal]

_____
Signature of Notary Public

My commission expires _____.

Subscribed and sworn to before me
this ___ day of _____, 1992.

SECURITY AND SUPPORT AGREEMENT

THIS SECURITY AND SUPPORT AGREEMENT is made as of June 30, 1992 between RESIDUAL BASED FINANCE CORPORATION an Illinois corporation ("Borrower"), and METLIFE CAPITAL CORPORATION, a Delaware corporation ("Lender" or "Secured Party").

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the undersigned agree as follows:

1. **Grant of Security Interest**. Borrower hereby grants to the Secured Party a security interest in all of its now owned or hereafter acquired right, title and interest in and to the following property (the "Collateral"):

(a) The equipment ("Equipment") described in Exhibit A attached hereto and all replacements thereof and modifications and accessions thereto;

(b) The Lease of Railroad Equipment dated January 30, 1970, between Ford Motor Credit Company, assigned to both **Residual Based Finance Corporation** as of August 22, 1985, as lessor, and Penn Central Transportation Company, assigned to Consolidated Rail Corporation as of April 1, 1976 as Lessee ("Lessee"), as the same may be and may have been amended from time to time, together with all supplements, riders, exhibits and schedules thereto (herein collectively referred to as the "Lease");

(c) All rental payments and other amounts payable hereafter under or in connection with the Lease by the Lessee to the Borrower except those amounts payable to Borrower pursuant to the tax and indemnification provisions of the Lease ("Lease Payments"); and

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would be materially adverse to the Borrower's ability to consummate the transactions or perform its obligations contemplated hereby; and has full power, authority and legal right to carry on its business as presently conducted, to own and operate its properties and assets, and to execute, deliver and perform this Agreement and the Note.

(b) The execution, delivery and performance by the Borrower of this Agreement and the Note and the borrowing of the proceeds of the Note have been duly authorized by all necessary action of the Borrower, does not require any shareholder approval, or the consent of the holders of any indebtedness of the Borrower and does not contravene any law, regulation, rule or order binding on Borrower.

(c) No government approval or filing or registration with any governmental authority is required for the making and performance by the Borrower of this Agreement or the Note or in connection with any of the transactions contemplated hereby, except filings contemplated by the parties with the Interstate Commerce Commission and the Secretary of State of Illinois.

(d) This Agreement and the Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally and except as limited by general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

(e) The address set forth below the signature of the Borrower to this Agreement is its principal place of business, the location of its chief executive office and the address at which Borrower will keep its records concerning the Collateral.

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(c) Borrower will execute such Uniform Commercial Code financing statements in connection herewith as the Secured Party may reasonably request and take such other action as may reasonably be requested by Secured Party to perfect its security interest in the Collateral;

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6. **Borrower's Covenants**. For the benefit of the Secured Party, Borrower agrees to perform each of the following covenants:

(a) Borrower will pay before delinquency any taxes which are or may become through assessment or distraint or otherwise a lien or charge on the Collateral (other than Permitted Liens) and will pay any tax which may be levied on any Obligation secured hereby (other than income or similar taxes). Borrower may, however, contest such taxes in good faith and with due diligence, provided no part of the Collateral will be subject to a lien forfeiture, sale or diminution in value during such contest.

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(c) Borrower will not move or permit the movement of any tangible collateral except in accordance with the terms of the Lease unless Borrower shall have given prior written notice of such a move to the Secured Party.

(d) Borrower agrees to maintain full and accurate books of account prepared and maintained in accordance with good accounting practices covering its interest in the Collateral and to deliver, upon request, to Secured Party copies of such of the books as relate to the Collateral. Secured Party shall at all reasonable times have free access to Borrower's ledgers, books of account and other written records evidencing or relating to the Collateral and the right to make and retain copies or memoranda of the same.

(e) Borrower will comply with all of its obligations under the Lease and shall fully comply with the terms and conditions of all other agreements between it and the Lessee, if any.

(f) Borrower will not waive, amend, modify, cancel or terminate any provision of the Lease without the prior written consent of the Lender.

(g) Borrower will make all reasonable efforts consistent with its usual and ordinary practice and in all events, efforts at least comparable to the standard practice then prevailing in the industry, to monitor and enforce compliance by the Lessee with the terms and conditions of the Lease. Without limiting the foregoing, the Borrower shall take any and all action as reasonably requested by the Secured Party from time to time to cause the Lessee to perform the Lessee's obligations under the Lease.

(h) Borrower shall cause all amounts received by it and payable under the Lease upon the occurrence of a "Casualty Occurrence" (as defined therein) to be paid to Lender and the amounts so payable shall be deemed to be the "Stipulated Loss Value" provided for in the Note.

7. **Lease Payments**. Promptly upon the execution of this Agreement, all Lease Payments due after the date hereof are to be made by Lessee to the Secured Party for the account of the Borrower. Payments are to be made to the Secured Party at C-97550, Bellevue, Washington 98009 or to such other address as the Secured Party may from time to time specify in writing. Borrower authorizes and directs the Secured Party to endorse all Lease Payments in Borrower's name and to apply such payment against the Borrower's obligations under the Note. Borrower agrees that if any Lease Payments are received by it or if any other amounts are received by it in respect of the Collateral after the date hereof, such sums shall be received in trust by the Borrower and immediately shall be paid over to the Secured Party for application against the amounts due under the Note.

8. **Release of Collateral, Etc.** The obligations of Borrower shall not be affected by the release or substitution of any collateral (including the Collateral) or by the release of or any renewal or extensions of time to any party to any instrument, obligation or liability secured hereby. The Secured Party shall not be bound to resort to or exhaust its recourse or to take any action against other parties or other collateral. Borrower expressly waives the benefit of any and all defenses available to sureties under applicable law. Borrower hereby waives presentment, demand, protest, notice or protest and notice of non- acceptance or non-payment with respect to any Obligation described herein.

9. **Further Assurances**. Borrower, at its sole cost and expense, will at all times hereafter (a) execute such financing statements and other instruments and perform such other acts as Secured Party may reasonably request to establish and maintain the security interests herein granted and the priority and continued perfection thereof; (b) obtain and promptly furnish to Secured Party evidence of all such government approvals as may be required to enable Borrower to comply with its obligations under this Agreement and under the Note; (c) not change the location of its principal place of business or chief executive office, unless prior written notice of such a change shall have been given to the Secured Party; and (d) execute and deliver all such other instruments and perform all such other acts as Secured Party may reasonably request to carry out the transactions contemplated by this Agreement and the Note.

10. **Assignment**. Secured Party may assign or transfer the whole or any part of the Obligations and may transfer therewith as collateral security its security interest in the whole or any part of the Collateral and all obligations, rights, powers and privileges herein provided shall inure to the benefit of the assignee to the extent of such assignment. Borrower will not sell, transfer, lease (other than pursuant to the Lease), assign, or encumber any interest in the Collateral, or its rights under this Agreement without the Secured Party's prior written consent, which consent will not be unreasonably withheld. In any event, notwithstanding any assignment by the Borrower, Borrower shall remain fully liable for all Obligations to the extent provided in this Agreement and the Note.

11. **Events of Default**. If any of the following events shall occur and be continuing, it shall constitute a "Borrower Event of Default" hereunder:

(a) Note Payment Default. Secured Party shall fail to receive when due any amount of principal or interest due under the Note and such failure shall continue for a period of 10 days after notice to Borrower of the same; or

(b) Other Payment Default. Secured Party shall fail to receive for a period of ten (10) days after the date when due, any amounts payable to it under the terms of this Agreement; or

(c) Breach of Warranty. Any representation or warranty made by the Borrower under or in connection with this Agreement or the Note shall prove to have been incorrect in any material respect when made; or

(d) Breach of Other Covenant. The Borrower shall fail to perform or observe any other covenant, obligation or term of this Agreement and such failure shall remain unremedied for thirty (30) days after written notice thereof shall have been given to Borrower by the Secured Party; or

(e) Lease Default. The Lessee shall default in the payment or performance of any terms or conditions under the Lease and such default shall continue for more than thirty (30) days or an "Event of Default" as defined in the Lease shall occur; or

(f) Voluntary Bankruptcy, Etc. The Borrower shall: (1) file a petition seeking relief for itself under Title 11 of the United States Code, as now constituted or hereafter amended, or file an answer consenting to, admitting the material allegations of or otherwise not controverting, or fail timely to controvert a petition filed against it seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended; or (2) file such petition or answer with respect to relief under the provisions of any other now existing or future applicable bankruptcy, insolvency, or other similar law of the United States of America or any State thereof or of any other country or jurisdiction providing for the reorganization, winding-up or liquidation of corporations or arrangement, composition, extension or adjustment with creditors; or

(g) Involuntary Bankruptcy, Etc. An order for relief shall be entered against the Borrower under Title 11 of the United States Code, as now constituted or hereafter amended, which order is not stayed; or upon the entry of an order, judgment or decree by operation of law or by a court having jurisdiction in the premises which is not stayed adjudging it a bankrupt or insolvent under, or ordering relief against it under, or approving as properly filed a petition seeking relief against it under the provisions of any other now existing or future applicable bankruptcy, insolvency or other similar law of the United States of America or any State thereof or of any other country or jurisdiction providing for the reorganization, winding-up or liquidation of corporations or any arrangement, composition, extension or adjustment with creditors, or appointing a receiver, liquidator, assignee, sequestrator, trustee or custodian of the Borrower or of any substantial part of its property, or ordering the reorganization, winding-up or liquidation of its affairs, or upon the expiration of thirty (30) days after the filing of any involuntary petition against it seeking any of the relief specified in Section 11 (f) hereof or this Section 11(g) without the petition being dismissed prior to that time; or

(h) Insolvency, Etc. The Borrower shall (i) make a general assignment for the benefit of its creditors or (ii) consent to the appointment of or taking possession by a receiver, liquidator,

assignee, trustee, or custodian of all or a substantial part of its property, or (iii) admit its insolvency or inability to pay its debts generally as they become due, or (iv) fail generally to pay its debts as they become due, or (v) take any action looking to the dissolution, termination or liquidation of the Borrower.

12. **General Remedies**. If a Borrower Event of Default shall occur, Secured Party shall have all remedies provided by law and, without limiting the generality of the foregoing, shall have the following remedies:

(a) The remedies of a secured party under the Uniform Commercial Code; and

(b) The right to make notification and pursue collection or, at the Secured Party's option, to sell all or part of the Collateral and make application of all proceeds or sums due on the Collateral to the Obligations at its sole discretion; and

(c) The right to enter any premises where any of the Collateral is situated and take possession of such Collateral without notice or demand and without legal proceedings {subject to Section 19) hereof; and

(d) All other remedies which may be available in law or equity. To the extent that notice of sale shall be required by law to be given, Borrower agrees that a period of ten (10) days from the time the notice is sent shall be a reasonable period of notification of a sale or other disposition of Collateral by the Secured Party, and that any notice or other communication from the Secured Party to Borrower under this Agreement or required by any statute may be given to Borrower by personal delivery, telex, telegram or mail (with first-class postage prepaid) in each case sent or delivered to Borrower at the address set forth under its name on the signature page hereof. All such notices and communications if duly given or made shall be effective upon the earlier of receipt or two (2) business days after deposit in the mail. Borrower agrees to pay on demand the amount of all reasonable costs, attorneys fees and legal expenses incurred by the Secured Party in exercising its rights and remedies herein, and Borrower further agrees that its obligation to pay such amounts shall bear interest from the date such expenditures are made by Secured Party until repaid at the Default Rate and shall be secured hereby. The Secured Party agrees to pay forthwith to Borrower any surplus remaining from the Collateral after payment of all indebtedness secured hereunder.

13. **Limitation of Liability**. The Borrower does not have, and shall not have, any liability or obligation with respect to payment of the indebtedness evidenced by the Note or other amounts due under this Agreement (except amounts due under the provisions of Section 14 hereof) or the Note, all of which are payable solely from proceeds received by the Secured Party in respect of the Collateral, provided, however, that the Borrower shall be liable and shall have responsibility for any loss, damage or expense incurred by the Secured Party arising out of or in any manner connected with a breach by the Borrower of any covenant herein contained (but not the covenant of Borrower to repay principal and interest under the Note or the covenants to maintain insurance or pay taxes as provided in Sections 6 (a), (c) and (h) hereof) or by the falsity of any material representation or warranty made by the Borrower herein and provided further that Borrower shall be personally liable for Underpayments under the Note executed in connection herewith to the extent that they arise solely as a result of the Variable Interest Rate (as defined in the Note) actually being more than the Amortization Rate (as defined in the Note) used in determining the amount of payment to be made hereunder ("Rate Underpayments").

14. **Hold Harmless**. Borrower will indemnify and hold the Secured Party harmless from all liability, loss, damage or expense, including reasonable attorneys' fee and costs, that the Secured Party may incur and which arise out of or in any way relate to the Lease, the Lessee, the Collateral, this Agreement, or the Borrower, provided, however, that this covenant shall not apply to any liability, loss, damage or expenses arising out of acts or omissions occurring prior to the date hereof and, provided, further, that this covenant shall not apply to liability, loss, cost, damage or expense which is solely the result of the Borrower's failure to perform its obligations under the Note or this Agreement (whether or not due to Lessee's defaults under the Lease) or Lessee's breach of the Lease or as to matters subject to indemnity under the Lease. The terms of this Section 14 are intended to supplement and not supersede or replace the terms of Section 13 hereof. The covenants set forth in this Section 14 shall survive the termination of this Agreement.

15. **Waivers**. This Agreement shall not be qualified or supplemented by course of dealing. No waiver or modification by Secured Party of any of the terms and conditions hereof shall be effective unless in writing signed by the Secured Party. No waiver or indulgence by the Secured Party as to any required performance by Borrower shall constitute a waiver as to any required other performance or obligations of Borrower hereunder.

16. **Severability**. In case any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction; and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

17. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Washington except where the location of Collateral requires that the creation, validity, perfection, the effect of non-perfection, or enforcement of the security interests provided for herein may be governed by the laws of the jurisdiction where such collateral is located. Borrower hereby irrevocably submits to the jurisdiction of any state or federal court sitting in Seattle, Washington, in any action or proceeding brought to enforce or otherwise arising out of or relating to the Note or this Agreement.

18. **Successors**. This Agreement inures to the benefit of the Secured Party and its successors and assigns, and shall bind the successors and assigns of the Borrower. The Secured Party agrees that, in the event of any transfer by it of the Note, it will endorse thereon a notation as to the portion of the principal of the Note which shall have been paid at the time of such transfer and as to the date to which interest shall have been last paid thereon.

19. **Quiet Enjoyment.** Notwithstanding any other provision of this Agreement, the Secured Party agrees that its security interest and rights hereunder are subject to the rights of the Lessee under the Lease and so long as Lessee is not in default of its obligations under the Lease, no "Event of Default" as such term is defined in the Lease shall have occurred and be continuing, and Lessee makes all Lease Payments directly to Secured Party, Secured Party shall not disturb Lessee's peaceful possession of the Equipment and Lessee's right to use the Equipment for its intended purposes pursuant to the terms of the Lease. In any event, Secured Party shall not breach any of Borrower's obligations under the Lease.

20. Additional Security. As additional security for the Obligations, Borrower agrees that it: (a) will assign to Lender the residual insurance policy currently in place with International Capital Equipment

and that it will not terminate or cause the termination of the policy so long Note is unpaid; and (b) will pledge a Certificate of Deposit to Lender in the amount of $40,000.00 for the term of the Loan in a form and from an issuing entity reasonably satisfactory to Lender to secure Borrower's obligations in connection with Rate Underpayments.

21. Counterparts. This Agreement may be executed in separate counterparts all of which, when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Security and Support Agreement as of the date and year first above written.

Lender:	Borrower:
METLIFE CAPITAL CORPORATION	RESIDUAL BASED FINANCE CORPORATION
By:_____	By:_____
Mark C. DeRitis Vice President	Vincent A. Kolber President
Address: C-97550 Bellevue, WA 98009	Address: Three First National Plaza, Suite 1240 Chicago, Illinois 60602

State of _____)
) ss:
County of _____)

On this _____ day of June, 1992, before me, personally appeared _____, to me personally known, who being by me duly sworn, says that (s)he is the _____ of MetLife Capital Corporation, a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

_____
Signature of Notary Public

My commission expires _____.

Subscribed and sworn to before me
this ___ day of June, 1992.

State of Illinois)
) ss:
County of Cook)

On this 29th day of June, 1992, before me, personally appeared Vincent A. Kolber, to me personally known, who being by me duly sworn, says that he is the President of Residual Based Finance Corporation, an Illinois corporation, that said instrument was signed 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.

[Seal]

OFFICIAL SEAL
CONNIE BORRELLI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB. 19,1995

Connie Borrelli
Signature of Notary Public

My commission expires February 19, 1995.

Subscribed and sworn to before me
this 29th day of June, 1992.

EXHIBIT A

Description	No. of Cars	Car Markings CR		
86' Box Car 70 Ton	16	295672 through	295673 and	2
		295675 through	295685 and	11
		295727 through	295729 and	3
				16
86' Box Car 100 Ton	90	295623 through	295628 and	6
		295686 through	295726 and	41
		295629 through	295656 and	28
		295657 through	295671	15
				90
52.5' Gondolas 100 Ton	28	564695 and	564698 and	2
		564703 and	564706 and	2
		564710 and	564715 through	2
		564718 and	564744 and	4
		564748 and	564769 and	2
		564777 and	564779 and	2
		564781 and	564783 and	2
		564805 and	564815 and	2
		564831 and	564854 and	2
		564871 and	564878 and	2
		564889 and	564903 and	2
		564904 and	564920 and	2
		564935 and	564940	2
				28
52.5' 100 Ton Gondolas	95	40000 through	40043 and	44
		40045 through	40063 and	19
		40065 through	40081 and	17
		40084 through	40098	15
				95
Coil Steel Flat Cars	130	752600 through	752614 and	15
		752616 through	752639 and	24
		752641 through	752697 and	57
		752699 through	752712 and	14
		752714 through	752721 and	8
		752723 through	752734	12
				130
86.5' Box Cars	13	295607 through	295610 and	4
		295612 through	295615 and	4
		295617 through	295619 and	3
		295621 through	295622	2
				13
	372			

2-184A005

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ELLSWORTH C. ALVORD (1964)

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CHARLES T. KAPPLER
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+ALSO ADMITTED IN NEW YORK
#ALSO ADMITTED IN MARYLAND

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June 30, 1992

RECORDATION NO. 17853 FILED 1425

JUL 2 1992 -11 39 AM

INTERSTATE COMMERCE COMMISSION

NEW NUMBER

#16

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 (2) fully executed and acknowledged copies of a Security and Support Agreement dated as of June 30, 1992, 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:

Borrower: Residual Based Finance Corporation
Three First National Plaza
Chicago, Illinois 60602

Secured Party: MetLife Capital Corporation
10900 N.E. 8th Street
Bellevue, Washington 98004

JUL 2 11 29 AM '92
RECORDATION UNIT

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit A attached hereto and made a part hereof.

Also enclosed is a check on the amount of $16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Counterparts — Original

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed primary document to appear in the Commission's Index is:

> Security and Support Agreement dated as of June 30, 1992 between Residual Based Finance Corporation, Borrower, and Metlife Capital Corporation, Secured Party covering 372 boxcars,gondolas and flat cars bearing CR reporting marks and road numbers.

Very truly yours,

Charles T. Kappler

Charles T. Kappler

CTK/bg
Enclosures

EXHIBIT A

Description	No. of Cars	Car Markings CR		
86' Box Car 70 Ton	16	295672 through	295673 and	2
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