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REGISTRATION NO. 17281-G FILED IN
AUG 28 1996 - 11 29 AM
MERCHANTS COMMISSION

August 28, 1996

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Secretary Williams:

I have enclosed two originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Loan and Security Agreement (Equipment), a secondary document, dated August 13, 1996. The primary document to which this document is connected is recorded under Recordation No. 17281. We request that this document be recorded under Recordation No. 17281-G.

The names and addresses of the parties to the Loan and Security Agreement (Equipment) are as follows:

Lender:

Phoenixcor, Inc.
65 Water Street
South Norwalk, CT 06854

Borrower:

Mindis Metals, Inc.
3715 Northside Parkway
100 Northcreek
Suite 210
Atlanta, GA 30327

A description of the equipment covered by the document consists of 36 100-ton

RECEIVED
SURFACE TRANSPORTATION
BOARD

AUG 28 11 29 AM '96

Counters Parts - [Signature]

Honorable Vernon A. Williams
August 28, 1996
Page 2

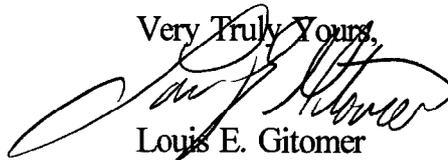
gondola cars identified in the Attachment.

A fee of \$21.00 is enclosed. Please return one original of the document to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
1455 F Street, N.W.
Suite 225
Washington, DC 20005

A short summary of the document to appear in the index follows: a Loan and Security Agreement (Equipment) between: Phoenixcor, Inc., 65 Water Street, South Norwalk, CT 06854, and Mindis Metals, Inc., 3715 Northside Parkway, 100 Northcreek, Suite 210, Atlanta, GA 30327, covering 36 100-ton gondola cars identified in the Attachment.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Louis E. Gitomer", is written over the typed name.

Louis E. Gitomer

Enclosures

ATTACHMENT

Former Number	New Number
DJJX 202*	MIRX 101
DJJX 219	MIRX 102
DJJX 245	MIRX 103
DJJX 250	MIRX 104
DJJX 253	MIRX 105
DJJX 274	MIRX 108
CIM 5504	MIRX 5504
CIM 5505	MIRX 5505
CIM 5518	MIRX 5518
CIM 5532	MIRX 5532
CIM 5552	MIRX 5552
CIM 5555	MIRX 5555
CIM 5556	MIRX 5556
CIM 5561	MIRX 5561
CIM 5575	MIRX 5575
CIM 5581	MIRX 5581
CIM 5584	MIRX 5584
CIM 5596	MIRX 5596
CIM 5610	MIRX 5610
CIM 5627	MIRX 5627
CIM 5639	MIRX 5639
CIM 5650	MIRX 5650
CIM 5653	MIRX 5653
CIM 5658	MIRX 5658
CIM 5661	MIRX 5661
CIM 5686	MIRX 5686
CIM 5694	MIRX 5694
CIM 5705	MIRX 5705
CIM 5719	MIRX 5719
CIM 5736	MIRX 5736
CIM 5737	MIRX 5737
CIM 5756	MIRX 5756
CIM 5761	MIRX 5761
CIM 5764	MIRX 5764
CIM 5781	MIRX 5781
CIM 5791	MIRX 5791

*The former DJJX car numbers may not correspond to the MIRX car numbers listed next to them.

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001

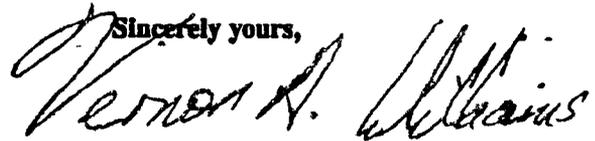
8/28/96

Louis E. Gitomer
Of Counsel
Ball Janik LLP
1455 F Street, NW., Ste 215
Washington, DC 20005

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 8/28/96 at 11:30AM, and assigned recordation number(s). 17281-G.

Sincerely yours,

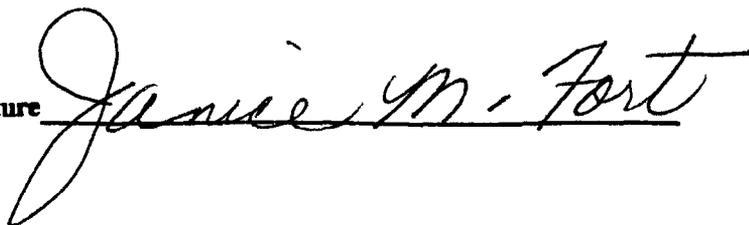


Vernon A. Williams
Secretary

Enclosure(s)

\$ 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



Loan and Security Agreement entered into as of the 13th day of August, 1996 (the "Agreement") by and between PHOENIXCOR, INC., a Delaware corporation with its principal offices at 65 Water Street, South Norwalk, Connecticut 06854 ("Lender") and Mindis Metals, Inc. a Georgia Corporation

with its principal office at 3715 Northside Pkwy 100 Northcreek Ste. 210, Atlanta, GA 30327 ("Borrower").
 WHEREAS, Borrower desires to obtain a secured loan from Lender to finance its acquisition of equipment (and/or to refinance existing equipment); and
 WHEREAS, Lender is agreeable to making a secured loan to Borrower on the terms and conditions contained in this Loan and Security Agreement.
 NOW, THEREFORE, in consideration of the foregoing recitals and the parties' mutual agreements below set forth, Borrower and Lender agree as follows:

1. THE LOAN AND LOAN REPAYMENT. As requested by Borrower, Lender agrees to lend to Borrower the sum of Two Million, Three Hundred Thousand and 00/100 (\$ 2,300,000.00) Dollars ("Loan"). Borrower agrees to repay the Loan in successive installments (which installment payments are inclusive of interest) as set forth in the following Schedule:

SCHEDULE

ADVANCE PAYMENT	NUMBER OF INSTALLMENTS (Exclusive of Advance Payment) AND PAYMENT PERIOD	PERIODIC INSTALLMENT PAYMENT AMOUNT PER PERIOD
\$ <u>N/A</u>	<u>60</u> Monthly Payments ____ Quarterly Payments	@ \$ <u>38,334.00</u>

Commencement Date: _____ Security Deposit (if any): _____
 Equipment Location (if other than above address of Borrower): 1. 1450 Blashfield Ave., Atlanta, GA 30315
2. 2100 Spink St., Atlanta, GA 30318

Special Provisions (if any): _____

The Advance Payment, if any, shall be due and payable upon execution of this Agreement. The first periodic installment payment (after excluding the Advance Payment, if any) shall be due on the first (1st) day of the month following the advance of the Loan proceeds by Lender and Borrower authorizes Lender to insert such date above as the Commencement Date. The remaining periodic installment payments shall be due and payable on the same day of each successive month (or quarter, if quarterly payments are provided for above). However, the parties may select another Commencement Date by noting the same in the above Special Provisions section or by a separate writing signed by Lender and Borrower in which case the first periodic installment payment shall be due on such date. Unless otherwise specifically provided for in this Agreement, the Loan may not be prepaid.

2. UNCONDITIONAL OBLIGATION TO PAY, LATE PAYMENTS, ETC. All payments due hereunder shall be paid to Lender or its assigns without notice or demand and without abatement, offset, defense or counterclaim, at Lender's principal office shown above, or such other place as Lender or its assignee may designate in writing to Borrower. Borrower's obligation to pay the installments and other payments due hereunder shall be absolute and unconditional and shall not be affected by reason of (i) any defect in, lack of fitness for use of, damage to, loss of possession or use of or destruction of, all or any of the Equipment (as defined below) securing Borrower's obligations, (ii) the prohibition or other restriction against Borrower's use of said Equipment or (iii) for any other cause, it being the agreement of the parties that the Loan and any other amount payable by Borrower hereunder shall continue to be payable in all events in the manner and at the times provided in this Agreement.

The Loan shall become immediately due and payable in its entirety upon the occurrence of any Event of Default (as defined below). If any periodic installment payment or other payment is more than five (5) days late, Lender may, at its election, and subject to prior exercise of its right of acceleration, accept the payment in arrears and Borrower shall pay, as liquidated damages, a late charge equal to two (2%) percent per month on each defaulted payment from the due date thereof. In no event shall any amount payable to Lender as interest, including any sum held by a Court of competent jurisdiction to be "interest" under applicable law, exceed, with respect to any period of time, the highest rate of interest permitted by applicable law. Any amount received by Lender determined to be in excess of the highest rate of interest receivable by Lender, shall be refunded to Borrower.

3. SECURITY INTEREST. To secure payment when due (at maturity, by acceleration or otherwise) of the Loan, any interim fundings against the Loan and any additional or future advances, renewals, extensions and replacements thereto and any and all other present and future obligations of Borrower to Lender, whether direct or contingent or joint and several, Borrower hereby conveys, assigns, and grants to Lender a continuing security interest in and to (i) the equipment described in the annexed Schedule A including all present and future additions, attachments, replacements, accessions and accessories thereto (the "Equipment"), and all substitutions and proceeds thereof including all proceeds of insurance thereon, and (ii) ~~all equipment, inventory, accounts, receivables, goods and assets of any and every kind, including, but not limited to, all items of intangible property, wherever located, now or hereafter belonging to Borrower or in which Borrower has any interest, and all proceeds of the foregoing including insurance proceeds;~~ all of the above, collectively, the "Collateral".

BORROWER GRANTS LENDER THE AUTHORITY TO FILE THIS AGREEMENT OR A CARBON, PHOTOGRAPHIC OR OTHER REPRODUCTION THEREOF AS A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE WITH RESPECT TO ALL SECURITY INTERESTS CREATED HEREBY.

4. FINANCING AGREEMENT. THIS AGREEMENT IS SOLELY A FINANCING AGREEMENT. BORROWER ACKNOWLEDGES THAT THE EQUIPMENT HAS BEEN OR WILL BE SELECTED AND ACQUIRED SOLELY BY BORROWER AND THAT LENDER HAS NOT AND DOES NOT MAKE ANY WARRANTY WITH RESPECT TO ITS CONDITION, MERCHANTABILITY, SUITABILITY, CAPACITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

5. REPRESENTATIONS AND WARRANTIES. Borrower warrants, represents and agrees as follows (i) Borrower has full power and authority to execute, deliver and perform its obligations under this Agreement; (ii) the execution and delivery of this Agreement has been authorized by all requisite corporate (or partnership) action; (iii) the execution, delivery and performance of this Agreement do not and will not constitute a breach, default or violation of or under Borrower's articles of incorporation, by laws (partnership agreement) or any other agreement, law, order, lease, judgment or injunction to which it is a party or may be bound; (iv) the Equipment is (or, on the Commencement Date, will be) lawfully owned by Borrower, free and clear of all liens, encumbrances and security interests and Borrower will warrant and defend title thereto against all claims; (v) ~~Borrower has not granted and will not grant to any one other than Lender a security interest in the Equipment and no Financing Statement or other instrument affecting the Equipment nor rights therein, bearing the signature of, or otherwise authorized by, Borrower is on file in any public office;~~ (vi) the Equipment shall at all times remain personal property and be retained in Borrower's possession at its principal address set forth above (or, if so indicated, at the Equipment Location set forth above); (vii) the Equipment shall be used for business purposes; and (viii) if the Equipment is attached to real estate or if it is or may become subject to a prior interest in favor of a party having any interest in the real estate, Borrower will, on Lender's demand, furnish Lender with a writing by which any and all parties having such prior interest waive or subordinate their rights and priorities to, or in favor of, Lender's security interest provided herein.

6. INSURANCE. Borrower shall, at its sole cost and expense, procure and maintain, so long as Borrower is indebted to Lender on the Loan or on any other liability (i) insurance insuring the Equipment against all risks of physical loss, theft, damage and destruction with extended coverage in an amount equal to the greater of (a) the amount of the Loan or (b) the full replacement value (new) of the Equipment with loss payable solely to Lender (and its assigns) and Borrower as their interests may appear and (ii) personal injury liability and property damage insurance with respect to the Equipment and the use thereof in such amounts as may be reasonably acceptable to Lender, and naming Lender (and its assigns) as additional insured. All insurers and coverages must be reasonably satisfactory to Lender. Borrower shall deposit said policy or policies or duplicates thereof or certificates of insurance with Lender and said policies shall provide that the policies may not be cancelled or altered without at least thirty (30) days prior notice to Lender and that the coverage shall not be invalidated against Lender because of any violation of any condition or warranty contained in any policy or application therefor by Borrower or by reason of any action or inaction of Borrower.

7. USE, REPAIRS, LOSS AND DAMAGE. Borrower agrees to maintain the Equipment in good condition and repair and in accordance with the manufacturer's instructions, manuals and warranties (if any), and the requirements of any applicable insurance and any governmental authority having jurisdiction. Borrower shall pay for all fuel, service, inspection, overhaul, replacements, substitutions, materials and labor necessary or desirable for the proper use, repair, operation and maintenance of the Equipment. All risks of loss, theft, damage or destruction of the Equipment shall be borne by Borrower and Borrower shall promptly notify Lender in writing of any such loss, theft, damage or destruction. In the event of any damage to the Equipment (unless the same is damaged beyond repair) Borrower shall, at its expense, place the same in good repair, condition and working order. If the Equipment is determined by Lender to be lost, stolen or damaged beyond repair, or should the Equipment be confiscated, seized or the use and title thereof requisitioned to someone other than Borrower, Borrower shall immediately pay to Lender, in addition to unpaid periodic installment payments on the Loan, other unpaid sums due hereunder and late charges then past due, an amount equal to the then remaining periodic installment payments due on the Loan discounted to present value at the rate of six (6%) percent per annum, less the net amount of the recovery, if any, actually received by Lender from insurance on the Equipment.

TERMS AND CONDITIONS OF LOAN AND SECURITY AGREEMENT CONTINUED ON REVERSE SIDE ORIGINAL FOR FILING

Accepted at Lender's Office at South Norwalk, Connecticut.	The undersigned signatory affirms that he/she has read the terms and conditions printed above and on the reverse side, that he/she is a duly authorized officer, partner or proprietor of the Borrower, and has authority to execute this Loan and Security Agreement on its behalf.
LESSOR PHOENIXCOR, INC.	BORROWER Mindis Metals, Inc
AUTHORIZED OFFICER BY: <u>[Signature]</u> TITLE: <u>ETP</u>	AUTHORIZED OFFICER, PARTNER OR PROPRIETOR BY: <u>[Signature]</u> TITLE: <u>Treasurer</u>

TERMS AND CONDITIONS OF LOAN AND SECURITY AGREEMENT (CONTINUED)

8. TAXES AND OTHER CHARGES. Borrower agrees to pay promptly when due all registration, title, license and other fees, assessments and sales tax, gross receipts, ad valorem, property and any and all other taxes imposed by any State, Federal, local or foreign government upon this Agreement or upon the ownership, shipment, delivery, use or operation of the Equipment or any Collateral or upon or measured by any payments due hereunder (other than taxes on or measured solely by the net income of Lender) and any fines, penalties and interest thereon.

9. BORROWER'S ADDITIONAL COVENANTS. Borrower hereby agrees and covenants as follows: (i) except for the security interest granted hereby, Borrower shall keep the Equipment free and clear of any security interest, lien or encumbrance and shall not sell, lease, assign (by operation of law or otherwise), exchange or otherwise dispose of any of the Equipment; (ii) at the request of Lender, Borrower will affix conspicuous tags or plates on the Equipment containing a notation that Lender has a security interest therein and will join Lender in execution of one or more Financing Statements and continuation statements pursuant to the Uniform Commercial Code to establish and maintain its security interest in the Collateral, in form satisfactory to Lender, and will pay any filing fees and/or costs with respect thereto and for lien searches; (iii) Borrower authorizes Lender to file one or more Financing Statements covering the Collateral without Borrower's signature thereto; (iv) Borrower will immediately notify Lender in writing of any change in its place(s) of business or the adoption or change of any trade name or fictitious business names and will execute any additional Financing Statements as Lender may request to perfect and maintain its security interest, but such notice shall not be deemed an authorization to move the Collateral without the prior written consent of Lender; (v) if any part of the Collateral is subject to a certificate of title law, Borrower will cause Lender's security interest to be noted thereon and promptly deliver such certificate of title to Lender; (vi) Borrower will allow Lender and its representatives free access to the Collateral at all times during normal business hours, for purposes of inspection and repair and, following an Event of Default, Lender shall have the right to demonstrate and show the Collateral to others and (vii) Borrower will furnish to Lender (and will cause any guarantor of Borrower's obligations hereunder to furnish to Lender) (a) its unaudited quarterly Financial Statements within thirty (30) days after the end of its first three quarters in each fiscal year, (b) its certified Financial Statement prepared by an independent certified public accountant within ninety (90) days after the close of its fiscal year which shall be prepared in accordance with generally accepted accounting principles and (c) all other financial information and reports that Lender may from time to time reasonably request, including income tax returns of Borrower and any guarantor of Borrower's obligations hereunder.

10. BORROWER'S FAILURE TO PAY TAXES, INSURANCE, ETC. Should Borrower fail to make any payment or do any act as herein provided (including, but not limited to, payment of taxes or for insurance), Lender shall have the right, but not the obligation, and without releasing Borrower from any obligation hereunder, to make or do the same, and to pay any sum due in connection therewith or to contest or compromise any encumbrance, charge or lien and in exercising any such rights, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor. All sums so incurred or expended by Lender shall be payable by Borrower on demand with interest at the rate of two (2%) percent per month.

11. CROSS COLLATERALIZATION. Without in any way limiting the provisions of Section 3, as additional collateral security for the Borrowers' obligations hereunder, Borrower grants to Lender a further security interest in all machinery, equipment, goods and other collateral covered by any other Loan and Security Agreement, note and security agreement, other agreement or lease (collectively the "other agreements") between Borrower and Lender whether such other agreements are now in existence or hereafter come into existence and Borrower assigns to Lender as security for its obligations hereunder, all of its rights, title and interest in and to any surplus money to which Borrower may be entitled upon the sale of the machinery, equipment, goods and other collateral covered by such other agreements. Anything above to the contrary notwithstanding, the benefit of the foregoing cross collateralization shall apply for the benefit of Lender and its assignee holding this Agreement only to the extent that Lender or such assignee is also the holder of such other agreements or one or more of them.

12. INDEMNITY. Borrower assumes liability for and agrees to indemnify, defend, protect, save and keep harmless Lender from and against costs, expenses and disbursements, including court costs and legal expenses, of whatever kind and nature, imposed on, incurred by or asserted against Lender (whether or not also indemnified against by any other person) in any way relating to or arising out of this Agreement or the manufacture, financing, ownership, delivery, possession, use, operation, condition or disposition of the Equipment by Borrower, including, without limitation, any claim alleging latent and other defects, whether or not discoverable by Lender or Borrower, and any other claim arising out of strict liability in tort, whether or not in either instance relating to an event occurring while Borrower remains obligated under this Agreement, and any claim for patent, trademark or copyright infringement. Each party agrees to give the other notice of any claim or liability hereby indemnified against promptly following learning thereof. The fact that a claim for which Lender is entitled to indemnity under this Section is asserted after the termination of this Agreement shall not release Borrower from its indemnity obligations and this covenant of indemnity shall survive the termination of this Agreement.

13. DEFAULT. The occurrence of any one of the following shall constitute an Event of Default hereunder: (i) Borrower fails to pay any periodic installment payment or other amount due hereunder on or before the fifth (5th) day following the date when the same becomes due and payable; (ii) Borrower removes, sells, transfers, encumbers, or parts with possession of the Equipment or any items thereof or attempts to do any of the foregoing; (iii) Borrower fails to maintain in force the required insurance on the Equipment in compliance herewith or fails to provide loss payable protection to Lender in form satisfactory to Lender; (iv) any representation or warranty made by Borrower herein or in any other agreement between the parties or in any statement given to Lender shall be materially untrue; (v) Borrower shall fail to observe or perform any of the other obligations required to be observed or performed by Borrower hereunder, or other obligation or indebtedness of Borrower to Lender otherwise owing or due by Borrower to Lender in any other agreement now or hereafter executed between the parties hereto, and such failure shall continue uncured for twenty (20) days after written notice thereof to Borrower; (vi) Borrower shall (a) fail to pay any indebtedness for borrowed money (other than the Loan) of the Borrower, or any interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), or (b) fail to perform or observe any term, covenant, or condition on its part to be performed or observed under any agreement or instrument relating to such indebtedness, when required to have been performed or observed, if the effect of such failure to perform or observe is to accelerate or permit the acceleration of such indebtedness, or if any such indebtedness shall be declared to be due or payable or required to be prepaid (other than by a regularly scheduled required prepayment) prior to the stated maturity thereof; (vii) if Borrower leases the premises where the Equipment is located, a breach of such lease by Borrower and the commencement of an action by the landlord to evict Borrower or to repossess the premises; (viii) if Borrower sells, leases or disposes of any of its assets except in the ordinary course of its business and except for the disposition of any obsolete or retired property not useful to Borrower; (ix) Borrower ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, custodian, receiver or liquidator of it or of all or any substantial part of its assets or properties, or if it shall take any action looking to its dissolution or liquidation, or an order for relief is entered under the Bankruptcy Code against Borrower; (x) within sixty (60) days after the commencement of any proceedings against Borrower seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within sixty (60) days after the appointment without Borrower's acquiescence of any trustee, custodian, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated; (xi) Borrower sells all or substantially all of its assets or consolidates with or merges into any other entity or Borrower's stockholders or partners sell all or substantially all of their stock or partnership interests; or (xii) the death of a guarantor of Borrower's obligations hereunder or the dissolution or filing of a petition in bankruptcy by or against a guarantor of Borrower's obligations hereunder.

14. REMEDIES. Upon the occurrence of any Event of Default, Lender shall have the right to recover from Borrower, as liquidated damages for loss of a bargain and not as a penalty, a sum equal to the aggregate of the following: (a) all unpaid periodic installment payments and other sums due under this Agreement to the date of default plus late charges, if any, (b) the present value (using a 6% per year discount rate) of all remaining periodic installment payments due under this Agreement and (c) interest at the rate of two percent (2%) per month on the total of (a) plus (b) from the date of default. In addition, Lender shall have the right to recover from Borrower any expenses paid or incurred by Lender in connection with the enforcement of its rights under this Agreement and the repossession, holding, repair, preparing for sale and subsequent sale, lease or other disposition of the Collateral including attorneys fees and legal expenses (collectively "Repossession Expenses"). **BORROWER AND LENDER WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON THIS AGREEMENT.**

The Lender shall have all of the rights and remedies of a Secured Party under the Uniform Commercial Code and Lender is hereby authorized and empowered, with the aid and assistance of any person or persons, to enter any premises where the Collateral or any part thereof is, or may be, placed, and to assemble and/or remove same and/or to render it unusable and sell and dispose of such Collateral at one or more public or private sales upon at least seven (7) days' written notice to Borrower of such sale. The proceeds of each such sale shall be applied by the Lender toward the payment of the Repossession Expenses, the liquidated damages specified above and other indebtedness secured hereby. Should the proceeds of any such sale be insufficient to fully pay all the items above mentioned Borrower hereby covenants and agrees to pay any deficiency to the Lender. If Lender employs counsel for the purpose of effecting collection of any monies due hereunder (whether or not Lender has retaken the Collateral or any part thereof) or for the purpose of recovering the Collateral, or for the purpose of protecting Lender's interest because of any default of Borrower, Borrower agrees to pay reasonable attorney's fees. The Lender may require Borrower to assemble the Collateral and make it available to Lender at a place to be designated by Lender which is reasonably convenient to both parties. All rights and remedies hereunder are cumulative and not exclusive and a waiver by Lender of any breach by Borrower of the terms, covenants, and conditions hereof shall not constitute a waiver of future breaches or defaults; and no failure or delay on the part of Lender in exercising any of its options, powers, rights or remedies, or partial or single exercise thereof, shall constitute a waiver thereof.

If any court of competent jurisdiction determines that any provision of this Section 14 is invalid or unenforceable in any jurisdiction, in whole or in part, such determination, as to such jurisdiction, shall not prohibit Lender from enforcing its rights and establishing its damages sustained as the result of any breach of this Agreement in accordance with the laws of such jurisdiction.

15. ASSIGNMENT. Lender may assign or otherwise transfer this Agreement and any and all of Lender's right, title and interest hereunder and in the Collateral including the right to receive all amounts payable hereunder or grant participations therein without Borrower's consent. In the event of any such assignment, the right of the assignee to receive all amounts payable hereunder as well as any other right of the assignee shall not be subject to any defense, set-off or counterclaim which Borrower may have against Lender although any claim Borrower may have against Lender shall be preserved and may be separately pursued against Lender. Upon Lender giving notice to Borrower of any such assignment, Borrower shall promptly acknowledge its obligations hereunder to such assignee, and shall comply with the written directions or demands of such assignee and shall make all payments due hereunder as such assignee may direct in writing. Following any such assignment the term "Lender" shall be deemed to include or refer to Lender's assignee, but no such assignee shall be deemed to assume any obligation or duty imposed upon Lender hereunder and Borrower shall look only to Lender for performance thereof. As used in this Section 15, "assign" shall be deemed to include a pledge, sale of, or grant of a mortgage on, or a security interest in, any of the Collateral or this Agreement by Lender and the term "assignee" shall be deemed to refer to the recipient of such pledge, sale, mortgage or security interest. This Agreement and Borrower's rights and obligations herein shall not be transferable or assignable by Borrower without the Lender's express prior written consent and any such purported assignment by Borrower without such consent shall be null and void.

16. GENERAL PROVISIONS. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CONNECTICUT. This Agreement may not be changed, modified or discharged on behalf of Lender, in whole or part, and no right of Lender may be waived except by a writing signed by a duly authorized officer of Lender. The Lender is authorized and empowered to date this Agreement and the Schedule(s) thereto and to fill in blank spaces in accordance with the terms of the transaction, including, but not limited to inserting serial numbers and equipment descriptions in Schedule A and the assignment of an account number. Notices hereunder shall be in writing and shall be deemed given when personally delivered or when sent by facsimile to a party's facsimile number or three days after having been mailed to the other party at the address specified above or such new address as to which a party may advise the other. Forbearance or indulgence by Lender in any regard shall not constitute a waiver of the covenant or condition to be performed by Borrower to which the same may apply. The section captions are for convenience and are not a part of the Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. **THIS AGREEMENT AND ANY OTHER WRITTEN AGREEMENTS EXECUTED SIMULTANEOUSLY HEREWITH SUPERSEDE ANY PRIOR PROPOSAL LETTERS, COMMITMENT LETTERS OR NEGOTIATIONS AND THERE ARE NO ORAL COVENANTS OR AGREEMENTS.** This Agreement shall not be binding on Lender until accepted and executed on behalf of Lender at its South Norwalk, Connecticut office.

STATE OF Connecticut)
COUNTY OF Fairfield) SS:

On this 27th day of August, 1996, before me personally came John Edel to me known, who being by me duly sworn, did depose and say that he resides at 2770 Burr St , Fairfield, CT 06430; that he is the Executive Vice President - Operations and Administration of Phoenixcor, Inc., the Corporation described in and which executed the foregoing Loan and Security Agreement that the Corporation voluntarily executed said instrument as the free act and deed of the Corporation and that he signed his name thereto by like order.

Gilda J Lucchesi
Notary Public

ref.g/nl/docs/notary

GILDA J. LUCCHESI
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2000



State of Georgia
County of Fulton

Signed, Sealed and Delivered in the Presence of


Anne H. Wallace
Notary Public
EXPIRES
GEORGIA
SEPTEMBER 26, 1998
PUBLIC
DOUGLAS COUNTY
My Commission Expires _____

SCHEDULE A

The following description of property supplements, and is part of the Loan and Security Agreement dated August 13, 1996 between the undersigned Borrower and Phoenixcor, Inc. and may be attached to said Loan and Security Agreement and any related UCC Financing Statements, Delivery Certificate or other document describing the property

**1450 BLASHFIELD AVE.
ATLANTA, GA 30315**

GONDOLA RAILCARS with the following Identification Numbers

ONE (1) MIRX 101	}	IN NO CORRESPONDING ORDER THESE SIX (6) RAILCARS WERE FORMERLY KNOWN AS DJJX 202, DJJX 219, DJJX 245, DJJX 253, DJJX 274 AND DJJX 250
ONE (1) MIRX 102		
ONE (1) MIRX 103		
ONE (1) MIRX 104		
ONE (1) MIRX 105		
ONE (1) MIRX 108		
ONE (1) MIRX 5705 F/K/A		CIM 5705
ONE (1) MIRX 5736 F/K/A		CIM 5736
ONE (1) MIRX 5756 F/K/A		CIM 5756
ONE (1) MIRX 5764 F/K/A		CIM 5764
ONE (1) MIRX 5791 F/K/A		CIM 5791
ONE (1) MIRX 5505 F/K/A		CIM 5505
ONE (1) MIRX 5532 F/K/A		CIM 5532
ONE (1) MIRX 5555 F/K/A		CIM 5555
ONE (1) MIRX 5561 F/K/A		CIM 5561
ONE (1) MIRX 5581 F/K/A		CIM 5581
ONE (1) MIRX 5596 F/K/A		CIM 5596
ONE (1) MIRX 5627 F/K/A		CIM 5627
ONE (1) MIRX 5650 F/K/A		CIM 5650
ONE (1) MIRX 5658 F/K/A		CIM 5658
ONE (1) MIRX 5686 F/K/A		CIM 5686
ONE (1) MIRX 5504 F/K/A		CIM 5504
ONE (1) MIRX 5518 F/K/A		CIM 5518
ONE (1) MIRX 5553 F/K/A		CIM 5553
ONE (1) MIRX 5556 F/K/A		CIM 5556
ONE (1) MIRX 5575 F/K/A		CIM 5575
ONE (1) MIRX 5584 F/K/A		CIM 5584
ONE (1) MIRX 5610 F/K/A		CIM 5610
ONE (1) MIRX 5639 F/K/A		CIM 5639
ONE (1) MIRX 5653 F/K/A		CIM 5653
ONE (1) MIRX 5661 F/K/A		CIM 5661
ONE (1) MIRX 5694 F/K/A		CIM 5694
ONE (1) MIRX 5719 F/K/A		CIM 5719
ONE (1) MIRX 5737 F/K/A		CIM 5737
ONE (1) MIRX 5761 F/K/A		CIM 5761
ONE (1) MIRX 5781 F/K/A		CIM 5781

OEI OSBORN ENGINEERING, INC.

ONE (1) 30,000 CFM CYCLONE AIR PURIFICATION SYSTEM

1450 BLASHFIELD AVE.
ATLANTA, GA 30315

TRIPLE /S DYNAMICS, INC.

TWO (2) TRIPLE S WIRE CHOPPERS INCLUDING

- 36 - BED KNIVES
- 14 - ROTOR KNIVES
- 1 - KNIFE GRINDING FIXTURE
- 1 - T-20 DECK ASSY. W/#1501C
- 1 - T-15 DECK ASSY. W/#81C
- 2 - 7/8" GRATE FOR SUPER 48
- 4 - 5/16" GRATE FOR 48 SEC
- 2 - 3/16" GRATE FOR 24 TERT.
- 1 - TON CAP 185 45-1/2
- 1 - TON CAP 423 45-1/2
- 1 - ELBOW 90 T-15

ONE (1) WIRE SHREDDER SC-400 4878

S/N GLS-9601

2100 SPINK ST.
ATLANTA, GA 30318

MACHINERY CORPORATION

ONE (1) 60" X 90" USED AMERICAN PULVERIZER HAMMERMILL

TEXAS SHREDDER, INC.

ONE (1) TYPE II TSI SHREDDER
ONE (1) 74/104 RPD HAMMERMILL ROTOR

HUSTLER CONVEYOR COMPANY

ONE (1) 96" WIDE X 99' 2-5/8' LONG D-4 CAT TRACK CONVEYOR

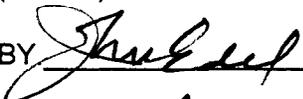
S/N B3785

OMC CORPORATION

ONE (1) 4000 HP OMC DC DRIVE MOTOR SYSTEM

All property listed above complete with any and all attachments, accessions, additions, replacements, improvements, modifications and substitutions thereto and therefor and all proceeds including insurance proceeds thereof and therefrom

PHOENIXCOR, INC
(Lender)

BY 
TITLE: VP

MINDIS METALS, INC
(Borrower)

BY 
TITLE: President