THOMPSON & MITCHELL
ATTORNEYS AT LAW

ONE MERCANTILE CENTER
ST. LOUIS, MISSOURI 63101-1693
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200 NORTH THIRD STREET
ST. CHARLES, MO 63301-2890
(314) 946-7717

700 14TH STREET, N.W.
WASHINGTON, D.C. 20005-2010
(202) 508-1000

MELISSA ANNE HALL
(314) 342-1712

January 18, 1996

RECORDATION NO. 17555-C FILED 1425
JAN 19 1996 - 10 15 AM
INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Recordation Office
12th & Constitution Avenues, N.W.
Room 2303
Washington, D.C. 20423

Dear Secretary:

I have enclosed two certified copies of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Amendment to and Restatement of Security Agreements, a secondary document, dated December 27, 1995. The primary document to which this is connected is recorded under Recordation Number 17555A.

The names and addresses of the parties to the document are as follows:

Secured Party: Lindell Bank & Trust Company
6900 Clayton Avenue
Box 211
St. Louis, Missouri 63166

Borrower: Southern Illinois Railcar Company
One Mark Twain Bank Plaza, Suite 225
Edwardsville, Illinois 62025-1959

A description of the equipment covered by the document is described on Schedule A attached hereto and incorporated herein by reference.

A cashier's check in the amount of $21.00 is enclosed for the filing fee. Please return the extra copy, stamped to show recordation, to Melissa Anne Hall, Thompson & Mitchell, One Mercantile Center, Suite 3300, St. Louis, Missouri 63101.

A short summary of the document to appear in the Index follows:

Amendment to and Restatement of Security Agreements with Recordation Numbers 16963A, 17555A, 17924B, 18321B, 18321C and 18321E dated December 27, 1995, between Lindell Bank & Trust Company ("Secured Party") and Southern Illinois Railcar Company ("Borrower"), and covering the railcars, identified on Schedule A.

Very truly yours,

THOMPSON & MITCHELL

By Melissa Anne Hall
Melissa Anne Hall

MAH/be

Enclosures

RECORDATION NO. 17555-C FILED 1425

JAN 19 1996 -10 15 AM

INTERSTATE COMMERCE COMMISSION

CERTIFICATE

I, Melissa Anne Hall, the filer of this Amendment to and Restatement of Security Agreements dated December 27, 1995 (the "Agreement"), between Southern Illinois Railcar Company and Lindell Bank & Trust Company, hereby certify that I compared the attached copy of the Agreement with the original document and declare under penalty of perjury that the attached copy is an exact, true and correct copy of the Agreement.

Melissa Anne Hall

Melissa Anne Hall

RECORDATION NO. 17555-C FILED 1425
JAN 19 1996 -10 15 AM
INTERSTATE COMMERCE COMMISSION

AMENDMENT TO AND RESTATEMENT OF SECURITY AGREEMENTS

THIS AMENDMENT TO AND RESTATEMENT OF SECURITY AGREEMENTS (this "Agreement") dated as of the 27th day of December, 1995, between Southern Illinois Railcar Company (the "Assignor"), having as its mailing address One Mark Twain Bank Plaza, Suite 225, Edwardsville, Illinois 62025, and Lindell Bank & Trust Company (the "Bank"), having as its mailing address 6900 Clayton Avenue, St. Louis, Missouri 63139.

WHEREAS, as security for various loans from Bank to Assignor, Assignor granted Bank a security interest in and to certain railcars pursuant to (i) that certain Security Agreement dated July 30, 1990, which was recorded with the Interstate Commerce Commission on August 9, 1990, Recordation No. 16963A; (ii) that certain Security Agreement dated August 28, 1991, which was recorded with the Interstate Commerce Commission on October 4, 1991, Recordation No. 17555A; (iii) that certain Security Agreement dated August 17, 1992, which was recorded with the Interstate Commerce Commission on August 25, 1992, Recordation No. 17924B; (iv) that certain Security Agreement dated July 8, 1993, which was recorded with the Interstate Commerce Commission on July 23, 1993, Recordation No. 18321B; (v) that certain Security Agreement dated November 30, 1993, which was recorded with the Interstate Commerce Commission on December 17, 1993, Recordation No. 18321C; and (vi) that certain Security Agreement dated March 10, 1994, which was recorded with the Interstate Commerce Commission on April 11, 1994, Recordation No. 18321E (collectively, the "Original Agreements"); and

WHEREAS, Assignor and Bank previously amended each of the Original Agreements pursuant to six separate First Amendments to Security Agreements each dated August 11, 1995, and recorded with the Interstate Commerce Commission on August 29, 1995 as Recordation Nos. 16963-B, 17555-B, 17924-F, 18321-H, 18321-I and 18321-J; and

WHEREAS, Assignor has requested and Bank has agreed to make an additional loan to Assignor to be evidenced by a promissory note dated the date hereof payable to the order of Bank; and

WHEREAS, as security for any and all Liabilities (hereinafter defined) owed to Bank by Assignor, Assignor has agreed to grant Bank a security interest in all of the Collateral described herein; and

WHEREAS, to evidence Bank's security interest in Assignor's Collateral, the parties have agreed to amend, consolidate, restate and continue the Original Agreements pursuant to the terms and conditions of this Agreement and to add additional collateral as further security for the loan being made to Assignor by Bank on the date hereof; and

WHEREAS, Assignor has requested, and Bank has agreed, to amend, consolidate, restate and continue the Original Agreements in the manner hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the covenants, promises and agreements hereinafter described, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend, consolidate, restate and continue the Original Agreements so that as so amended, consolidated, restated and continued it reads in its entirety as follows:

Section 1

Definitions

For the purpose of this Agreement the following terms shall have the following meanings:

1.1 "Assignor Documents" shall mean each document evidencing a Liability and this Agreement.

1.2 "Equipment" shall mean all personal property identified in an addendum hereto or as otherwise designated as being collateral for any Liabilities, whether now owned or hereafter acquired by Assignor, wherever located, together with all replacement parts, supplies, repairs, tools, increases, additions, accessories, attachments, accessions, and parts affixed and/or appertaining thereto and/or incorporated therein and/or substitutions therefor, and all cash and non-cash proceeds thereof including insurance proceeds.

1.3 "Collateral" is defined in Section 2 below.

1.4 "Lease" shall mean any lease of Equipment financed by Bank, and any and all renewals, amendments to, modifications of or extensions of any such Lease.

1.5 "Lessee" shall mean any lessee or sublessee, or assignee thereof, under any Lease.

1.6 "Liability" shall mean any and all amounts now or hereafter owed to Bank by Assignor, whether direct or indirect, whether existing now or later, whether voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated, whether under a note, guaranty, contract or otherwise, and including, without limitation, principal, interest, penalties, costs, fees and expenses; as well as all claims by Bank against Assignor, whether Assignor is obligated as a guarantor, surety, accommodation party or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Liability may be or hereafter become otherwise unenforceable. "Liabilities" shall mean the plural of Liability.

Section 2

Creation of Security Interest

For value received, Assignor hereby mortgages, conveys, pledges, and sets over to Bank and grants to Bank a continuing security interest in, all of Assignor's now owned and existing and hereafter created, acquired or arising right, title and interest in, to and under the following property, wherever located (collectively called the "Collateral") to secure payment in full of all Liabilities:

2.1 All Equipment; and

2.2 All accounts, contract rights, general intangibles, chattel paper, instruments, rents, monies, payments, and all other rights arising out of a sale, lease, or other disposition of any of the property described in this Collateral section; and

2.3 All claims, rights, powers, privileges and remedies on the part of Assignor with respect to the Equipment whether by statute or at law or in equity or otherwise; and

2.4 All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media; and

2.5 Any proceeds and products of the foregoing, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items.

Section 3

Representations, Warranties and Covenants

To induce Bank to extend credit to Assignor, directly or indirectly, and to consummate the transactions contemplated herein, Assignor represents and warrants to Bank as follows:

3.1 Assignor shall execute an addendum to this Agreement, in such form as Bank may request, relating to any new Equipment financed by Bank.

3.2 Assignor is a corporation duly organized, existing and in good standing under the laws of the State of Illinois, and is duly qualified to do business wherever necessary to carry on its present business and operations except where the failure to so qualify will not have a material adverse effect on Assignor or the Collateral. Assignor shall not change its name or assume an additional name without first notifying Bank of such a change.

3.3 Assignor has full corporate power, authority and legal right to enter into and perform Assignor's obligations under each Assignor Document, and the execution, delivery and performance of each Assignor Document have been duly authorized and do not require the approval of any governmental body, nor will they violate any judgment, covenant, order, law or regulation applicable to Assignor, and this Agreement will not conflict or violate any other agreement to which Assignor is a party except for conflicts and violations which will not have a material effect on Assignor or the Collateral. Assignor's execution, delivery and performance of the Assignor Documents will not violate any provision of Assignor's articles of organization. The execution, delivery and performance of the Assignor Documents did not and will not breach or result in a violation of, nor result in the creation of any lien or encumbrance pursuant to, any agreement by which Assignor or its assets may be bound except for breaches, violations, liens or encumbrances which will not have a material adverse effect on Assignor or the Collateral.

3.4 The Assignor Documents will be duly entered into and delivered and will constitute legal, valid and binding obligations of Assignor and will be enforceable in accordance with their terms.

3.5 The security interest in the Collateral created pursuant to this Agreement constitutes a valid and perfected first priority security in favor of Bank in the Collateral.

3.6 Assignor shall not allow any of the Equipment to be used in a manner or for a purpose which threatens confiscation by a legal authority.

3.7 Assignor will, or will cause each Lessee to, maintain the Equipment in good repair and condition.

3.8 Assignor will maintain or will cause each Lessee to maintain, in full force and effect, casualty and public liability insurance on all of the Equipment and any such insurance policies shall: (a) designate Bank as an additional loss payee and as an additional insured under such insurance policies; and (b) contain a "breach of warranty clause", whereby the insurer agrees that a breach of the insuring conditions or any negligence by Assignor, Lessee, or any other person shall not invalidate the insurance as to Bank; and (c) provide that such insurance policies may not be cancelled or materially altered, or not renewed without 30 days prior written notice to the Bank.

3.9 Assignor will permit Bank to visit and inspect any of the Collateral and to examine all books and records of Assignor concerning the Collateral at any time upon reasonable notice during normal business hours.

3.10 Assignor has filed or caused to be filed all federal, state and local tax returns which are required to be filed, and has paid or caused to be paid all taxes as shown on said returns or on any assessments received by it, to the extent that such taxes have become due except where the failure to file or pay will not have a material adverse effect upon Assignor or the Collateral.

3.11 Assignor shall indemnify Bank against any losses or claims arising out of any failure of Assignor to perform any obligation required of it by this Agreement, or any falsity of any representation or warranty made by Assignor in this Agreement, or any breach of any covenant or warranties of Assignor in this Agreement or otherwise given to Bank pursuant to this Agreement.

3.12 There is no action, suit or proceeding now pending, or, to the knowledge of Assignor, threatened against or affecting Assignor, of any of Assignor's properties or rights, which, if adversely determined, would materially impair Assignor's ability to carry on Assignor's business or would materially affect Assignor's financial condition.

3.13 Assignor has not made, and while any Liability remains unsatisfied will not make, any assignment of any rights due or to become due under any Lease with respect to the Equipment, and Assignor will be the owner of the Equipment and the other Collateral free and clear of all liens, charges, encumbrances, claims or security interests of any kind and nature other than the Leases.

3.14 Each Lease when entered into and delivered, shall constitute a legal, valid and binding obligation of Assignor and of the Lessee, will be enforceable in accordance with its terms, and will evidence a bona fide lease of the Equipment described therein.

3.15 Assignor will comply in all material respects with all terms of any Lease and will not suffer or permit any offsets, counterclaims and rights of recoupment or other defenses to arise in favor of any Lessee which would have a material adverse effect on Assignor or the Collateral.

3.16 Assignor will deliver to Bank an executed copy of each Lease immediately upon execution thereof by Assignor and Lessee.

Section 4

Defaults

Any of the following events ("Events of Defaults") shall constitute a default under this Agreement and under each document evidencing a Liability:

4.1 Any payment required to be made with respect to any Liability is not paid within three (3) business days of the date due or in the amount due which failure to pay in the amount due is not cured within three (3) business days after notice from Bank to Assignor; or

4.2 Assignor fails to perform or observe any covenant, term or condition of this Agreement or of any document evidencing any Liability, to be performed or observed by Assignor and such default continues for a period of fifteen (15) days after written notice thereof by Bank to Assignor; or

4.3 Any other creditor of Assignor attempts to collect any debt owed by Assignor of $50,000.00 or more through court proceedings; or

4.4 Assignor shall have made any representation or warranty in this Agreement or in any document or certificate executed by Assignor incident to this Agreement or contemplated by any instrument evidencing this Agreement, which is at any time found to have been untrue or inaccurate in any material respect at the time such representation or warranty was made; or

4.5 Assignor makes an assignment for the benefit of creditors, becomes insolvent (either because its liabilities exceed its assets or because Assignor is unable to pay its debts as they become due), ceases to do business as a going concern or files any petition with respect to its own financial condition under any bankruptcy law or any amendment thereto (including, without limitation, a petition for reorganization, arrangement or extension) or under any other insolvency law or laws, providing for the relief of debtors; or

4.6 A receiver, trustee, conservator or liquidator is appointed for Assignor or all or a substantial part of its assets, and any such proceeding is not discharged within sixty (60) days after the commencement thereof; or Assignor shall be adjudicated bankrupt or insolvent or in need of any relief provided to debtors by any court; or any petition or other such proceeding shall be filed against Assignor under any insolvency law or any amendment thereto (including, without limitation, a petition for reorganization, arrangement or extension) or under any other insolvency law or laws, providing for the relief of debtors, and the same shall not be discharged within sixty (60) days after its commencement; or

4.7 The loss, theft, damage or destruction of any Equipment, unless: (a) within ninety (90) days after the date of any loss, theft, damage or destruction, the Equipment is replaced by similar equipment or repaired to its condition immediately prior to the casualty or occurrence; or (b) all Liabilities relating to such equipment are paid in full. Any replacement or repaired Equipment shall be subject to the terms of this Agreement; or

4.8 The sale or encumbrance of any Equipment, or any part thereof, or any Equipment should become the subject matter of levy, execution, or litigation which might, in the Bank's judgment, result in substantial impairment or loss of the security intended to be provided in this Agreement other than sales of Equipment approved in writing by the Bank.

Section 5

Remedies Upon Event of Default

5.1 Upon the occurrence of any Event of Default (other than an Event described in the foregoing Section 4.5 or 4.6), the Bank may, in its sole and absolute discretion, declare that the obligations of the Bank to make any loans to Assignor have terminated, or upon such obligations of the Bank shall be immediately and forthwith terminated, and the Bank may, in its sole and absolute discretion declare the entire outstanding principal balance of and all accrued and unpaid interest on the Liabilities and all other amounts payable by the Assignor

hereunder to be forthwith due and payable, whereupon all the unpaid principal balance, accrued and unpaid interest and all other such amounts shall become and be immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Assignor; provided, however, that upon the occurrence of any Event described in Section 4.5 or 4.6, the obligation of the Bank to make loans shall automatically terminate and the entire outstanding principal balance of and all accrued and unpaid interest on the Liabilities and all amount payable by the Assignor hereunder shall automatically become immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Assignor; or

5.2 Upon the occurrence of any Event of Default, whether or not the Liabilities are declared to be forthwith due and payable, Bank shall have the right to take immediate possession of the Collateral covered hereby, and, for that purpose, may pursue the same wherever said Collateral may be found, and may enter upon any of the premises of Assignor with or without force or process of law, wherever said Collateral may be or may be supposed to be, and search for the same, and if found, take possession of and remove and sell and dispose of said Collateral, or any part thereof, and Bank may proceed to exercise any or all of the rights granted hereunder or by the Uniform Commercial Code of Missouri to a secured party with respect to the Collateral.

5.3 Without limiting the generality of the foregoing, upon the occurrence of an Event of Default, Bank may, subject to the provisions of Section 5.4 below, sell any or all of the Collateral at public or private sale for cash or upon credit and/or Bank may lease any or all of the Collateral upon terms and conditions as Bank may deem necessary or suitable. Bank may bid at any such sale.

5.4 Notwithstanding anything in this Agreement to the contrary, so long as there is no default under any Lease, Bank shall not interfere with such Lessee's or any permitted sublessee's right of quiet enjoyment and use of the Equipment.

5.5 All remedies of Bank are cumulative and may, to the extent permitted by law, be exercised concurrently and separately, and the exercise of one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on the part of Bank to exercise and no delay in exercising any right or remedy hereunder preclude any other or further exercise thereof or the exercise of the same or any other right or remedy by Bank. Any Event of Default shall permit Bank to exercise all remedies with respect to all Liabilities and all Collateral, and all Liabilities shall be, and hereby are, cross-collateralized and cross-defaulted.

5.6 Bank shall have the right to exercise all rights, privileges and remedies which are set forth herein, and/or in any Lease (but only with respect to the Equipment leased pursuant to such Lease) and/or in any Assignor Documents, or as provided by applicable law, either in its own name or in the name of Assignor for the use and benefit of Bank.

5.7 In connection with any sale or disposition of Collateral, the requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of

Assignor shown at the beginning of this Agreement at least ten (10) days before the time of sale or disposition.

5.8 Upon the occurrence of any Event of Default, and without limiting the generality of the foregoing provisions of this Section 5, Assignor will assemble all Collateral at such place as shall be designated by Bank.

5.9 All rights and powers granted to Bank under this Agreement or in any other agreement between Assignor and Bank shall be cumulative and may be exercised singly or concurrently.

Section 6

Notices

Any notice to be given hereunder shall be in writing and given by registered or certified mail, return receipt requested, or by acknowledged hand or courier delivery, addressed to the parties as set forth in the preamble to this Agreement, or to such other address as the parties may hereafter specify by written notice given in accordance with this Section. Any mailed notice shall be deemed given on the date such notice is mailed.

Section 7

Further Assurances

Assignor, at the request of Bank and at Assignor's expense, shall execute and deliver to the Bank such documents and instruments (including, without limitation, UCC Financing Statements and/or notices or other filings with the Interstate Commerce Commission) as Bank shall reasonably deem necessary or suitable in order to effectuate the provisions of this Agreement.

Section 8

Applicable Law; Successors and Assigns

This Agreement shall be construed and enforced according to the laws of the State of Missouri. All rights of Bank hereunder shall inure to the benefit of its successors and assigns and all obligations of Assignor shall be binding upon its successors and assigns.

Section 9

Assignment

All of Bank's right, title and interest that is assigned or created pursuant to this Agreement may be assigned or reassigned by Bank and any subsequent assignee.

Section 10

Power of Attorney

Assignor hereby appoints Bank, and Bank's successors and assigns, irrevocably so long as any of the Liabilities remain unpaid, as Assignor's true and lawful attorney-in-fact for the purposes set forth in this Section 10. Prior to the occurrence of an Event of Default, Bank shall have the full power to execute on behalf of Assignor, and file, any UCC financing statements or other filings which Bank may deem appropriate to perfect its rights under this Agreement. Upon the occurrence of an Event of Default, Bank shall have the full power, either in Assignor's name or in its own behalf, to ask, require, demand, receive, compound and give acquittance for any and all rents and claims for money due and to become due under or arising out of the Collateral; and to endorse any checks or other instruments or orders in connection therewith; and to file any claims or take any action, or institute any proceedings which to Bank, or to any assignee of Bank, seem necessary or appropriate, all without affecting Assignor's liability to Bank.

Section 11

Miscellaneous

11.1 This Agreement may not be amended, modified, discharged or terminated orally, but only by an instrument which specifically refers to such amendment, modification, discharge or termination signed by the party against whom enforcement of it is sought.

11.2 If any provision of this Agreement shall be invalid or unenforceable the remainder of this Agreement shall not be affected thereby, and this Agreement shall be enforced as if this Agreement did not contain such provision.

IN WITNESS WHEREOF, Assignor and Bank have executed this Security Agreement as of the date first written above.

BANK:

LINDELL BANK COMPANY

By _____

Title: Executive Vice President

ASSIGNOR:

SOUTHERN ILLINOIS RAILCAR COMPANY

By _____

Title: President

STATE OF MISSOURI)
)
CITY OF ST. LOUIS)

On this 27th day of December, 1995, before me personally appeared James C. Seitz, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Lindell Bank & Trust Company, a Missouri banking corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said James C. Seitz acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

(SEAL)

Jean Capriglione
Notary Public

My Commission Expires:

JEAN CAPRIGLIONE
Notary Public — Notary Seal
STATE OF MISSOURI
City of St. Louis
My Commission Expires: February 22, 1998

STATE OF Illinois)
)
County OF Madison)

On this 27th day of December, 1995, before me personally appeared Fred L. Parsons, to me personally known, who, being by me duly sworn, did say that he is the President of Southern Illinois Railcar Company, am Illinois corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Fred L. Parsons acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)

"OFFICIAL SEAL"
DELORIS BENARDIN
NOTARY PUBLIC — STATE OF ILLINOIS
MADISON COUNTY, IL.
MY COMMISSION EXPIRES MAY 5, 1998

Deloris Benardin
Notary Public

My Commission Expires: 5-5-98

ADDENDUM TO SECURITY AGREEMENT

AND ASSIGNMENT OF LEASES

Date of the Addendum December 27, 1995.

Date of Security Agreement December 27, 1995.

Assignor hereby agrees that the following Equipment shall be subject to the terms of the foregoing Amendment to and Restatement of Security Agreements.

Equipment: See Schedule "A" attached hereto.

All warranties, guaranties, waivers, accounts receivable, rents, claims, contract rights, security deposits, general intangibles and monies due, relating to the Equipment.

All title documents, books, records, computer records and other documents relating to the Equipment.

All replacements and substitutions for, and proceeds of the foregoing, including, without limitation, insurance and condemnation proceeds.

ASSIGNOR:

SOUTHERN ILLINOIS RAILCAR COMPANY

By:_____

BANK:

LINDELL BANK & TRUST COMPANY

By:_____

953180038/7

SCHEDULE A

MILW	97042	MILW	97058
MILW	97092	MILW	97117
MILW	97146	BRLX	1000
BRLX	1001	BRLX	1002
BRLX	1003	BRLX	1004
BRLX	1005		
BRLX	1006	BRLX	1007
BRLX	1008	BRLX	1009
BRLX	1010	BRLX	1011
BRLX	1012	BRLX	1013
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SIRX	69246	SIRX	69250
SIRX	69251	SIRX	69264
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SIRX	2585	SIRX	9302
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