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RECORDATION NO 15826-A FILED 1993

DEC 17 1993 10 20 AM

INTERSTATE COMMERCE COMMISSION

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December 17, 1993

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 duly executed copies of a Security Agreement (Chattel Mortgage) dated as of December 9, 1993, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement, dated as of September 15, 1988, which was filed with the Commission on September 16, 1988 under Recordation Number 15826.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045-1383

Secured Party: The CIT Group Financing, Inc.
1211 Avenue of the Americas
New York, New York

A description of the railroad equipment covered by the enclosed document is attached to the Security Agreement as Schedule I to provide secondary collateral for the Security Agreement originally filed therein.

Also enclosed is a check in the amount of $18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed documents to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO 15826-A FILED 1425
DEC 17 1993 10 20 AM
INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT (CHATTEL MORTGAGE)

between

ACF INDUSTRIES, INCORPORATED,

DEBTOR

and

THE CIT GROUP/EQUIPMENT FINANCING, INC.

SECURED PARTY,

Dated as of December 9, 1993

Filed and recorded with the Interstate Commerce Commission pursuant to Section 11303, Title 49, United States Code on _____, at _____, Recordation No. _____

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Schedule I	ORIGINAL EQUIPMENT
Schedule II	SECONDARY COLLATERAL

SECURITY AGREEMENT (CHATTEL MORTGAGE) dated as of December 9, 1993 between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and THE CIT GROUP/EQUIPMENT FINANCING, INC., a New York corporation (the "Secured Party").

RECITALS

A. Pursuant to the Term Loan Agreement dated as of December 9, 1993 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") between the Debtor and the Secured Party, the Secured Party, in its capacity as the lender thereunder, has agreed to make a Loan (as defined therein) to the Debtor on the terms and subject to the conditions set forth in the Loan Agreement, to be evidenced by a promissory note of the Debtor (as endorsed, supplemented or otherwise modified from time to time, the "Note") payable to the order of the Secured Party as provided in the Loan Agreement.

B. It is a condition precedent to the obligation of the Secured Party to make such Loan under the Loan Agreement that the Debtor shall have executed and delivered to the Secured Party this Security Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINED TERMS.

1.1 Defined Terms. Terms defined in the preamble hereof and the recitals hereto shall have their respective meanings when used herein and, unless otherwise defined herein, the terms defined in the Loan Agreement are used herein as therein defined and the following terms shall have the following meanings, such terms shall include in the singular number the plural and in the plural number the singular:

"Assigned Leases": as defined in subsection 2.3 hereof.

"Assigned Lease Proceeds": as defined in subsection 2.3 hereof.

"Cash Collateral": (a) all cash, instruments, securities, funds and credits in the Cash Collateral Account, (b) all investments of funds in the Cash Collateral Account and all certificates, securities and instruments evidencing any such investments of funds in the Cash Collateral Account, and (c) all interest, dividends, cash, instruments and other property received as proceeds of, or in substitution or exchange for, and all collections and claims in respect of, any of the foregoing and any and all Proceeds of the foregoing.

"Cash Collateral Account": as defined in subsection 6.3(a) hereof.

"Casualty Loss": as defined in subsection 6.1(a) hereof.

"Casualty Loss Proceeds": as defined in subsection 6.2 hereof.

"Collateral": as defined in subsection 2.1 hereof.

"Damaged Unit": as defined in subsection 6.1(b) hereof.

"Equipment": as defined in subsection 2.2 hereof.

"ICA": the Interstate Commerce Act, as amended.

"Item of Equipment": as defined in subsection 2.2 hereof.

"Maximum Amount Withheld": as defined in subsection 6.1(c) hereof.

"Obligations": as defined in subsection 2.1 hereof.

"Permitted Lien": as defined in subsection 3.3(a) hereof.

"Proceeds": as defined in the UCC and, in any event, including, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any of the Collateral by any governmental authority (or any Person acting under color of governmental authority) and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Replacement Unit": as defined in subsection 6.2 hereof.

"Secondary Collateral": collectively, all "Collateral" (as such term is defined from time to time in any security agreement (other than this Security Agreement)) now existing or hereinafter arising to which Debtor and Secured Party are parties, including, without limitation, certain railcars described on Schedule II hereto together with all accessories, equipment, parts and appurtenances appertaining or attached to such railcars, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions, renewals or replacements of, and additions, improvements, accessions and accumulations to, any and all of said railcars, together with all rents, issues, income, profits and avails therefrom and any and all Proceeds thereof.

"Security Agreement": this Security Agreement (Chattel Mortgage), as the same may be amended, supplemented or otherwise modified from time to time, together with all Supplements hereto.

"Supplement": a Security Agreement Supplement, substantially in the form of Exhibit C to the Loan Agreement, to be entered into between the Debtor and the Secured Party, or any other supplement entered into by the parties hereto.

"UCC": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Value": with respect to an Item of Equipment subject to a Casualty Loss, the fair market value thereof at the time such Casualty Loss occurred with respect to such Item of Equipment.

SECTION 2. SECURITY.

2.1 Grant of Security. As collateral security for (a) the prompt and complete payment when due (whether at the stated maturity, by prepayment, by acceleration or otherwise) of the unpaid principal of, premium, if any, and interest on, the Note, (b) the due and punctual payment and performance by the Debtor of all of its obligations and liabilities arising under, out of or in connection with the Loan Documents and any other document executed and delivered in connection therewith or herewith, whether on account of principal, interest, fees, indemnities, costs, expenses (including, without limitation, all fees and disbursements of counsel to the Secured Party) or otherwise, (c) the prompt and complete payment when due (whether at the stated maturity, by prepayment, by acceleration or otherwise) of the unpaid principal of, premium, if any, and interest on, each other promissory note of the Debtor held from time to time by the Secured Party and (d) the due and punctual payment and performance by the Debtor of all of its obligations and liabilities arising under, out of or in connection with any other loan document or credit agreement to which the Secured Party is or shall become a party and any other document executed and delivered in connection therewith, whether on account of principal, interest, fees, indemnities, costs, expenses (including, without limitation, all fees and disbursements of counsel to the Secured Party) or otherwise (all of the foregoing, collectively, the "Obligations"), the Debtor does hereby transfer, convey, warrant, mortgage, deliver, pledge, assign and grant to the Secured Party a lien on and continuing security interest in all and singular of the Debtor's rights, title and interest in and to the properties, rights, interests and privileges, now or hereafter existing, set forth in subsections 2.2, 2.3, 2.4 and 2.5 hereof and any and all Proceeds thereof (all such properties and Proceeds thereof, collectively, the "Collateral").

2.2 Equipment Collateral. Collateral shall include certain railroad tank cars and covered hopper cars described on Schedule I

hereto (collectively, the "Equipment"; individually, an "Item of Equipment"), together with all accessories, equipment, parts and appurtenances appertaining or attached to such Equipment, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions, renewals or replacements of, and additions, improvements, accessions and accumulations to, any and all of said Equipment, together with all rents, issues, income, profits and avails therefrom and any and all Proceeds thereof.

2.3 Rental Collateral. Collateral shall also include all right, title and interest of the Debtor in and to each and every lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Equipment (each such lease, an "Assigned Lease"), and any and all payments due and to become due under any Assigned Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Equipment) and all Proceeds of any thereof (such payments, the "Assigned Lease Proceeds"); provided that the Secured Party shall be entitled to collect and receive the Assigned Lease Proceeds only if an Event of Default shall have occurred and be continuing.

2.4 Cash Collateral. Collateral shall also include the Cash Collateral at any time and from time to time on deposit in the Cash Collateral Account.

2.5 Secondary Collateral. Collateral shall also include all Secondary Collateral when and to the extent in existence from time to time; provided, however, that the Secondary Collateral shall secure only those Obligations described in clauses (a) and (b) of Section 2.1 hereof and those Obligations described in the definition of "Obligations" set forth in any security agreement to which Debtor and Secured Party are parties under which the Debtor has granted to Secured Party a first lien in such Secondary Collateral, including, without limitation (i) that certain Security Agreement between the Debtor and the Secured Party dated as of September 15, 1988, as the same may be amended from time to time, (ii) that certain Security Agreement between the Debtor and the Secured Party dated as of June 23, 1989, as the same may be amended from time to time and (iii) that certain Security Agreement between the Debtor and the Secured Party dated as of January 11, 1993, as the same may be amended from time to time.

SECTION 3. COVENANTS.

The Debtor hereby covenants and agrees with the Secured Party that, until the Obligations are paid in full:

3.1 Maintenance of Equipment. (a) The Debtor shall maintain and keep, or cause to be maintained and kept, each Item of Equipment in good repair, working order and condition at its own

cost and expense, unless and until such Item of Equipment may become worn out, unsuitable for use, lost or destroyed; provided that any such Item of Equipment so worn out, obsolete, lost or destroyed shall be replaced with a Replacement Unit in accordance with the provisions of subsections 3.4 and 6.2 hereof.

3.2 Maintenance of Insurance. (a) The Debtor shall maintain, or cause to be maintained, with responsible insurance companies acceptable to the Secured Party, physical damage insurance and, if requested by the Secured Party, liability insurance, on such of its properties, in such amounts, against such risks and in such form as is customarily maintained by similar businesses, and, in any event, with respect to physical damage insurance, in an amount not less than the principal balance of the Loan at any time then outstanding. For purposes of this subsection 3.2(a), insurance may include a program of self-insurance for physical damage exposures and liability exposures; provided that, under any such program of self-insurance, the Debtor shall maintain, or cause to be maintained, adequate reserves on its books in accordance with GAAP, if applicable, to cover all risks not otherwise insured by an insurance company.

(b) If the Debtor maintains a program of self-insurance as permitted by subsection 3.2(a) hereof, the Debtor shall, within 30 days after the end of each of its fiscal quarters, deliver to the Secured Party a certificate of an Authorized Officer setting forth evidence of the maintenance of such sufficient reserves as required by such subsection 3.2(a) and any other financial statements or records as the Secured Party may require or request with respect to such program of self-insurance. If the Debtor maintains policies of insurance pursuant to the provisions of such subsection 3.2(a), the Debtor shall deliver to the Secured Party (i) on the Closing Date, evidence in form and substance satisfactory to the Secured Party, of such insurance policies and (ii) thereafter, 30 days' prior written notice before any cancellation, expiration, cessation, reduction in amount or change in coverage thereof shall become effective.

3.3 Preservation of Collateral. (a) The Debtor shall not create, permit, assume or suffer to exist, and shall warrant and defend the title to and defend the Collateral against and take such other action as is necessary to remove, any Lien in or to the Collateral other than (all of the Liens described in clauses (i) through (iii) below, collectively, "Permitted Liens"):

(i) the lien and security interest created pursuant to this Security Agreement and, in the case of the Secondary Collateral, pursuant to any other security agreement to which Debtor and Secured Party are parties;

(ii) Liens for governmental charges or assessments arising under, out of or in connection with ERISA liability of the Debtor

or any ERISA Affiliate (any such Lien, an "ERISA Lien"), other than any such ERISA Lien subject of a release or waiver pursuant to the Settlement Agreement or any other Settlement Document, or Liens for taxes, in each case that are not at the time delinquent or that are delinquent but the amount or validity of which is being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided for on books of the Debtor; provided that such proceeding shall suspend the collection of any such assessments, governmental charges or taxes; and provided, further, that the security interest in, or any rights of the Secured Party with respect to, the Collateral, or any part thereof, would not, in the sole opinion of the Secured Party, be adversely affected or forfeited as a result of such Lien; and provided, further, that with respect to any ERISA Lien, (A) the Secured Party shall have the right, immediately upon the creation, attachment or other establishment of such ERISA Lien, to visit and inspect during normal business hours any of the corporate books and financial records of the ERISA Affiliate so liable relevant to the imposition and/or discharge of such ERISA Lien, and to discuss the affairs, finances, accounts and any other information relevant to the imposition and/or discharge of such ERISA Lien that the Secured Party deems necessary, appropriate or advisable with respect to such ERISA Affiliate and (B) such ERISA Affiliate shall furnish immediately upon the request (which need not be in writing) of the Secured Party, its counsel or other agents, any and all information, records and data (financial or otherwise) relevant to the imposition and/or disposition of such ERISA Lien, which information, if not publicly available, shall not be disclosed to any other Person without the consent of the Debtor (except as requested or required by the Secured Party's regulators or by court order); and

(iii) materialmen's, mechanics', repairmen's and other like Liens arising in the ordinary course of business securing obligations that are not more than 30 days overdue; provided that the Debtor shall not be required to discharge any Lien of the type referred to in this subsection 3.3(a)(iii) if the amount or validity thereof is being contested by the Debtor in good faith by appropriate proceedings and with respect thereto adequate reserves in accordance with GAAP have been provided for on the books of the Debtor and would not, in the Secured Party's opinion, have an adverse effect on all or any part of the Collateral.

(b) The Debtor shall not sell, transfer, assign (as collateral security or otherwise) or otherwise dispose of any of the Collateral or attempt or offer to do so, or permit or suffer to be made any unauthorized or involuntary sale, transfer or other disposition, except, so long as no Default or Event of Default shall have occurred and be continuing or would result therefrom, the Debtor may:

(i) with the prior written consent of the Secured Party (which shall not be unreasonably withheld), consent to an assignment by a lessee then party to an Assigned Lease of such Assigned Lease to a third-party who has assumed, whether by merger, sale or otherwise, the rights and obligations of the lessee originally party to such Assigned Lease; provided that the Secured Party shall be satisfied, in its reasonable opinion, of the creditworthiness of the lessee to which such Assigned Lease is to be assigned; and

(ii) sell an Item of Equipment to the lessee then leasing such Item of Equipment; provided that the Debtor, prior to or concurrently with any such sale, shall have granted the Secured Party a fully-perfected first-priority lien and security interest on an additional Item or Items of Equipment (as least equal in Value to the Item of Equipment so sold, as so certified by an Authorized Officer) and otherwise complied fully with the provisions of subsection 3.4 hereof.

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

3.4 Further Assurances; Supplements. (a) The Debtor shall, at its sole cost and expense, do, execute, acknowledge and deliver all and every further acts, supplements, mortgages, security agreements, deeds, conveyances, transfers and assurances necessary or appropriate for the perfection and preservation of the security interest created hereby in the Collateral, whether now owned or hereafter acquired. The Debtor shall cause this Security Agreement, and all Supplements hereto, and financing and continuation statements and similar notices reasonably requested by the Secured Party or required by applicable law (and, if and only to the extent required by applicable law, the Assigned Leases) at all times to be kept, recorded and filed at no expense to the Secured Party in such manner and in such places as may be required by law in order to fully preserve and protect the rights of the Secured Party in any or all of the Collateral hereunder or under any other Loan Document, including, without limitation, the filing of Uniform Commercial Code financing statements (and continuations thereof) and the filing, registration and recordation of this Security Agreement or any Supplement hereto (and if and only to the extent required by law, the Assigned Leases) with the ICC and the Registrar General of Canada.

(b) Concurrently with the execution and delivery of any Supplement (whether pursuant to subsection 6.2 hereof or otherwise), the Debtor shall, at its own expense, furnish to the Secured Party (i) evidence in form and substance satisfactory to the Secured Party that (A) such Supplement shall have been duly filed, registered and recorded with the ICC in accordance with

Section 11303, Title 49 of the United States Code and with the Registrar General of Canada, (B) all Uniform Commercial Code financing statements deemed necessary or appropriate by the Secured Party shall have been filed and (C) all fees, expenses and taxes in connection therewith shall have been paid or otherwise provided for, (ii) the executed legal opinions of counsel to the Debtor, addressed to the Secured Party and dated the date of such Supplement, of each of Frank L. Pellegrini; Stryker, Tams & Dill; Alvord & Alvord and Aird & Berlis; respectively (or other counsel to the Debtor reasonably satisfactory to the Secured Party), which opinions shall cover the matters set forth in Exhibits D-2, D-3, D-4 and D-5 respectively, to the Loan Agreement with respect to such Supplement and the Collateral covered by such Supplement, (iii) such other corporate certificates or documents as the Secured Party shall reasonably request (including, without limitation, corporate resolutions and incumbency certificates), certified as of the date of such Supplement, and (iv) evidence required pursuant to Section 3.01(a)(viii) of the Loan Agreement with respect to any Assigned Leases covered by such Supplement. On the date of any such Supplement, the provisions of Section 3.01(b)(i) and (ii) of the Loan Agreement shall be true and correct on and as of such date.

3.5 Marking of Equipment. The Debtor shall not permit the identifying number of any Item of Equipment to be changed except in accordance with a statement of new number or numbers to be substituted therefor, which statement previously shall have been delivered to the Secured Party and filed, recorded and deposited by the Debtor in all public offices where this Security Agreement shall have been filed, recorded or deposited.

3.6 Indemnity. The Debtor agrees to indemnify, protect and hold the Secured Party harmless from and against all losses, damages, injuries, obligations, liabilities, claims, suits, demands, penalties, interest and expenses (including, without limitation, fees and disbursements of counsel to the Secured Party) (all of the foregoing losses, damages, etc., collectively, the "indemnified liabilities") arising out of, or resulting from the execution, delivery or performance of, this Security Agreement, the security interests granted hereby, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or repossession of any Item of Equipment, any claim for personal injury or property damage arising from the operation, use, condition, possession, storage or repossession of any of the Collateral, or any claim relating to any laws, rules or regulations, including, without limitation, environmental control, noise and pollution laws, rules or regulations; provided that the Debtor shall have no obligation to so indemnify the Secured Party for any indemnified liabilities arising from the Secured Party's willful misconduct or gross negligence. The covenants contained in this subsection 3.6 shall survive payment or other satisfaction of the Obligations and termination of this Security Agreement.

SECTION 4. POSSESSION AND USE OF EQUIPMENT; ASSIGNED LEASES.

4.1 Rights of the Debtor. Unless an Event of Default has occurred and is continuing, (a) the Debtor and each lessee party to an Assigned Lease shall be suffered and permitted to remain in full possession, enjoyment and control of the Item of Equipment covered by such Assigned Lease, and to manage, operate and use such Item of Equipment and each part thereof, with the rights and franchises pertaining to such Item of Equipment and such Assigned Lease and (b) the Debtor may exercise all of its rights, powers, privileges and remedies under the Assigned Leases, including, without limitation, the right to receive, in accordance with its normal commercial practices, any and all monies due or to become due thereunder and to retain all copies (whether original or duplicates) thereof, so long as no such exercise by the Debtor shall materially impair the Secured Party's rights in the Collateral or hereunder.

4.2 Notices to Lessees. If an Event of Default shall have occurred and be continuing (a) the Debtor shall, upon the request of the Secured Party, notify each lessee party to an Assigned Lease that such Assigned Lease has been assigned to the Secured Party and that all rental payments in respect thereof shall be made directly to the Secured Party and (b) the Secured Party may in its own name or in the name of others communicate with any such lessee and exercise any rights pursuant to any Assigned Lease that the Debtor would be entitled to exercise prior to the occurrence and continuance of an Event of Default.

SECTION 5. POWER OF ATTORNEY.

5.1 Appointment. The Debtor hereby irrevocably constitutes and appoints the Secured Party, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full and irrevocable power and authority in the place and stead of the Debtor and in the name of the Debtor or its own name, if an Event of Default shall have occurred and be continuing, to ask, demand, collect receive receipt for, sue for, compound and give acquittance for any and all of the Collateral, with full power to settle, adjust or compromise any claim thereunder as fully as the Debtor could itself do, and to endorse the name of the Debtor on all commercial paper given in payment or in part payment thereof, and in its discretion, to file any claim or take any other action or proceeding, it its own name or in the name of the Debtor or otherwise, and generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Secured Party's option and at the Debtor's expense, all acts and things that the Secured Party deems necessary or appropriate to protect, preserve and realize upon the Collateral and the Secured

Party's interest therein and afforded hereby. The Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

5.2 No Duty. The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtor for any act or failure to act, except for its or their own willful misconduct or gross negligence.

5.3 Bill of Sale and Power of Attorney. In furtherance of, and without limiting in any way the generality of, the powers conferred on the Secured Party hereunder, the Debtor has delivered to the Secured Party instruments captioned "Bill of Sale" and "Power of Attorney" for the purpose of enabling the Secured Party to sell or otherwise dispose of all or any portion of the Collateral after the occurrence of an Event of Default. The Secured Party agrees that such Bill of Sale and Power of Attorney shall be used only while an Event of Default has occurred and is continuing.

SECTION 6. CASUALTY LOSSES; INSURANCE PROCEEDS.

6.1 Casualty Losses; Notice. (a) Any of the following events or conditions with respect to any Item of Equipment shall be a casualty loss hereunder (such event or condition, a "Casualty Loss"):

(i) such Item of Equipment shall become (A) lost for a period in excess of 30 consecutive days or (B) destroyed, stolen, or irreparably damaged; or

(ii) such Item of Equipment shall be taken, including, without limitation, condemned, confiscated, seized or forfeited of, or other requisition of, title to, or use by any governmental authority or any Person acting under color of governmental authority; or

(iii) such Item of Equipment otherwise becomes unusable in the business of the Debtor.

(b) In the event of a Casualty Loss with respect to any Item of Equipment, the Debtor shall, promptly after receipt of notice of the same (and, in any event, not more than 10 days after the receipt of such notice), give the Secured Party written notice of such Casualty Loss, which notice shall (i) identify the Item of Equipment that has suffered the Casualty Loss (such Item of Equipment, the "Damaged Unit") and (ii) set forth the Value of such

Damaged Unit (and the calculations used in the determination thereof), such Value and calculations to be certified by an Authorized Officer of the Debtor.

(c) So long as no Default or Event of Default has occurred and is continuing, the Debtor shall not be required to comply with the provisions of subsection 6.2 hereof unless and until the aggregate Value of all Items of Equipment that have suffered Casualty Losses (as certified by an Authorized Officer) subsequent to the date of this Agreement is equal to $200,000 (such amount, the "Maximum Amount Withheld"). On the date on which the Maximum Amount Withheld is attained, the Debtor shall (i) within 2 days after such date so notify the Secured Party that the Maximum Withheld Amount has been attained and (ii) within 10 days after such date complete either of the actions specified in subsection 6.2(a) or (b) hereof; provided that, with respect to this subsection 6.1(c)(ii), the Debtor shall not have available to it any additional 30-day period as may be specified in such subsection 6.2(a) or (b). Following compliance by the Debtor with such subsection 6.2(a) or (b) pursuant to the terms of this subsection 6.1(c), with respect to subsequent Casualty Losses, the Debtor shall not be required to comply with subsection 6.2 hereof until the Maximum Amount Withheld is attained, following which the Debtor shall comply with the requirements of the immediately preceding sentence hereof.

6.2 Replacement Unit; Casualty Loss Proceeds. Subject to the provisions of subsection 6.1(c) hereof, upon the occurrence of a Casualty Loss with respect to a Damaged Unit, the Debtor shall, at its option, either (a) replace such Damaged Unit with a replacement unit of the same type and which has a Value (so certified by an Authorized Officer of the Debtor) and utility at least equal to, and which is in as good condition as, the Damaged Unit immediately prior to such Casualty Loss (assuming that such Damaged Unit was then in the condition required to be maintained by subsection 3.1 hereof) and that is free and clear of all Liens other than Permitted Liens (such unit, the "Replacement Unit") or (b) pay or cause to be paid to the Secured Party any proceeds (in an amount not in excess of the Value of the Damaged Unit), whether in respect of insurance proceeds, condemnation awards or otherwise (collectively, the "Casualty Loss Proceeds"), into the Cash Collateral Account in accordance with the provisions of subsection 6.3 hereof. In the event that (i) the Debtor shall have not received any such insurance proceeds or condemnation award within 30 days after the occurrence of any Casualty Loss or (ii) any such Casualty Loss Proceeds are less than the Value of such Damaged Unit (as certified pursuant to subsection 6.1(b)(ii) hereof), then the Debtor shall deposit into the Cash Collateral Account (in lawful currency of the United States of America and in immediately available funds) an amount equal to the Value (less, if applicable, the amount of any Casualty Loss Proceeds previously paid or caused to be paid to the Secured Party with respect to such Damaged Unit)

of the Damaged Unit that suffered such Casualty Loss (as notified and certified to the Secured Party pursuant to subsection 6.1(b)(ii) hereof) and such amount so deposited shall be deemed to be, for all purposes hereof, Casualty Loss Proceeds. Notwithstanding the provisions of the two immediately preceding sentences, if, within 30 days following the occurrence of such Casualty Loss, the Debtor shall not have completed the actions specified in clause (a) or (b) of the first sentence of this subsection 6.2 then the Debtor shall, within 10 days following the expiration of such 30-day period, make a prepayment on the Loan in accordance with the provisions of Section 2.07 of the Loan Agreement. If the Debtor elects to grant a lien on and a security interest in the Replacement Unit, the Debtor shall execute a Supplement with respect thereto and take all other steps necessary to subject such Replacement Unit to the lien and security interest of this Security Agreement in accordance with the provisions of subsection 3.4 hereof, following which the Debtor may retain all Casualty Loss Proceeds as reimbursement for the costs of such Replacement Unit. Upon compliance by the Debtor with the provisions of subsection 3.4 hereof and this subsection 6.2 with respect to any Replacement Unit, and so long as no Default or Event of Default shall have occurred and be continuing, the Secured Party shall, at the request of the Debtor, execute and deliver releases in a form reasonably satisfactory to the Debtor releasing such Damaged Unit so replaced from the lien and security interest of this Security Agreement (without recourse to, or representation or warranty by, the Secured Party).

6.3 Cash Collateral Account. (a) If the Debtor elects to pay or cause to be paid to the Secured Party the Casualty Loss Proceeds in lieu of granting a lien on and security interest in a Replacement Unit, the Debtor shall, to the extent of its receipt of any Casualty Loss Proceeds, hold the same in trust for the benefit of the Secured Party and promptly (and, in any event, within 2 Business Days after the Debtor's receipt thereof) turn over the same to the Secured Party as Collateral for the Obligations. The Secured Party shall deposit all such Casualty Loss Proceeds into a cash collateral account entitled "The CIT Group/Equipment Financing, Inc. - ACF Industries, Incorporated/Collateral Account - December 9, 1993 Security Agreement" (the "Cash Collateral Account") established and maintained at Chemical Bank, New York, New York or at such other bank as the Secured Party shall designate in writing to the Debtor prior to the establishment thereof.

(b) The Debtor shall have no right of withdrawal from the Cash Collateral Account, and the Cash Collateral Account shall be maintained in the name of and subject to the sole dominion and control of the Secured Party until the Obligations are paid in full or the Cash Collateral is otherwise applied to the Obligations pursuant to the provisions of subsection 6.3(d) hereof.

(c) So long as no Default or Event of Default shall have occurred and be continuing, the Cash Collateral Account shall be maintained as follows:

(i) All amounts from time to time on deposit in the Cash Collateral Account shall be invested by the Secured Party at the direction of Debtor, and at the Debtor's risk and expense, in certificates of deposit with such maturities as Debtor shall request; provided that (A) no such investment shall have a maturity greater than 90 days from the date on which such investment is made and (B) the Secured Party may cause such investments to be sold (1) to the extent necessary to provide sufficient cash for release to the Debtor pursuant to subsection 6.3(c)(ii) hereof or for prepayment of the Note pursuant to Section 2.07 of the Loan Agreement or (2) upon the occurrence of an Event of Default. Upon the maturity or the sale of any such investment, if the net proceeds thereof plus any interest received by the Secured Party thereon shall be less than the cost of such investment (including accrued interest), the Debtor will promptly pay to the Secured Party for deposit in the Cash Collateral Account an amount equal to such deficiency. A certificate submitted to the Debtor by the Secured Party pursuant to the immediately preceding sentence shall be conclusive absent manifest error.

(ii) Amounts on deposit in the Cash Collateral Account shall not be released by the Secured Party except (A) where the Debtor has replaced such Damaged Unit with respect to which such Casualty Loss Proceeds were paid with a Replacement Unit in accordance with the provisions of subsections 3.4 and 6.2 hereof or (B) to the extent that all or any part of such amount is applied, at the option of the Debtor, as prepayment, in whole or in part, on the Loan pursuant to Section 2.07 of the Loan Agreement or to satisfy the scheduled amortization of the Loan pursuant to the provisions of Article II of the Loan Agreement.

(iii) Upon payment in full of the Obligations, all amounts then on deposit in the Cash Collateral Account shall be paid over to the Debtor and the Cash Collateral Account and the security interest therein shall terminate.

(d) If an Event of Default shall have occurred and be continuing, all Casualty Loss Proceeds, whether or not on deposit in the Cash Collateral Account, that are paid or payable to the Secured Party shall be paid to the Secured Party and may, but shall not be required to, be applied by it as specified in Section 2.07 of the Loan Agreement.

SECTION 7. REMEDIES.

7.1 Remedies. If an Event of Default shall have occurred and be continuing, the Secured Party shall have the following remedies:

(a) All payments received by the Debtor in connection with or arising out of any of the Collateral shall be held by the Debtor in trust for the Secured Party, shall be segregated from other funds of the Debtor and shall, upon the request of the Secured Party, forthwith upon receipt by the Debtor be turned over to the Secured Party, in the same form as received by the Debtor (duly endorsed by the Debtor to the Secured Party, if required); any and all such payments so received by the Secured Party (whether from the Debtor or otherwise) may, in the sole discretion of the Secured Party, be held by the Secured Party as collateral security for the Obligations, and/or then or at any time thereafter applied in whole or in part by the Secured Party against all or any part of the Obligations then due in such order as the Secured Party shall elect. Any balance of such payments held by the Secured Party and remaining after payment in full of all the Obligations shall be paid over to the Debtor or to whomsoever may be lawfully entitled to receive the same.

(b) To the extent not prohibited by applicable law, the Secured Party may exercise, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Uniform Commercial Code of any jurisdiction and under the ICA. Without limiting the generality of the foregoing, the Debtor expressly agrees that in any such event the Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Debtor or any other Person (all and each of which demands, advertisements and/or notices are hereby expressly waived to the fullest extent permitted by applicable law) may, itself or by agents or attorneys, take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Debtor, with or without notice, demand, process of law or legal procedure, if such can be done without breach of the peace, and search for, take possession, remove, keep and store the Collateral, or use and operate or lease the Collateral until sold and may forthwith collect, receive, appropriate and realize upon the Collateral or any part thereof and may take possession of the Collateral and/or may sell or otherwise dispose of the Collateral as set forth in subsection 7.1(c) hereof;

(c) The Secured Party may forthwith sell, assign, give option or options to purchase, or sell, lease or otherwise dispose of and deliver the Collateral, or any part thereof, in any manner permitted by applicable law (or contract to do so) in one or more parcels at public or private sale or sales, at the office of any broker or at any of the Secured Party's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, with the right of the Secured Party upon any such sale or sales, public or

private, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Debtor (or any Person claiming by or through the Debtor the Collateral, or any part thereof, so sold), which right or equity of redemption is hereby expressly waived or released to the fullest extent permitted by applicable law. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given if mailed at least 10 days before such disposition, postage prepaid, addressed to the Debtor at its address set forth in Section 8.02 of the Loan Agreement. The Debtor further agrees, at the Secured Party's request, to collect and make available to the Secured Party the Equipment as hereinafter provided. Any Collateral repossessed by the Secured Party under or pursuant to this subsection 7.1 may be sold, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, in the condition in which the same existed when taken by the Secured Party or after any overhaul or repair and in general in such manner, at such time or times, at such place or places and on such terms as the Secured Party may, in compliance with any applicable law, determine to be commercially reasonable. Any such sale or other disposition that shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than 10 days' written notice to Debtor specifying the times at which such disposition is to be made and the intended sale price or other consideration therefor, and shall be subject, for 10 days after the giving of such notice, to the right of the Debtor or any nominee of the Debtor to acquire the Collateral involved at a price or for such other consideration so specified. Any such disposition that shall be a public sale permitted by such requirements shall be made upon not less than 10 days' written notice to the Debtor specifying the time and place of such sale and, in the absence of any applicable law, shall be by public auction (which may, at the Secured Party's option, be subject to reserve) after publication of notice of such auction not less than 10 days prior thereto in two newspapers of general circulation in the City of New York. To the extent permitted by any applicable law, the Secured Party may itself bid for and become the purchaser of the Collateral or any part thereof offered for sale in accordance with this subsection 7.1(c) without accountability to the Debtor (except to the extent of any surplus received, as hereinafter provided). If, under any applicable law, the Secured Party shall be required to make disposition of the Collateral within a period of time that does not permit the giving of notice to the Debtor as hereinabove specified, the Secured Party need give the Debtor only such notice of disposition as shall be reasonably practicable in view of any applicable law. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Debtor in and to the Collateral sold and shall be a perpetual bar, both at law and in equity, against the Debtor, its

successors and assigns, and against any and all Persons claiming the property sold, or any part thereof under, by or through the Debtor, its successors or assigns. The Secured Party may proceed to protect and enforce this Security Agreement by suit or suits or proceedings in equity, at law or in bankruptcy, and whether of the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral of any part thereof, for the recovery of judgment for the indebtedness hereby secured or for the enforcement of any other legal or equitable remedy available under applicable law.

(d) In the event that the Secured Party shall request that the Equipment be collected as provided in subsection 7.1(b) hereof, the Debtor shall, at its own risk and expense, (i) forthwith and in the usual manner (including, but not by way of limitation, giving prompt telegraphic and written notice to the AAR and to all railroads to which any Items of Equipment have been interchanged to return the Items of Equipment so interchanged) place such Items of Equipment upon such storage tracks as the Secured Party reasonably may designate; (ii) permit the Secured Party to store such Items of Equipment on such tracks until such Items of Equipment have been sold, leased or otherwise disposed of by the Secured Party; and (iii) transport the same to any connecting carrier for shipment, all as directed by the Secured Party. The assembling, delivery, storage and transporting of the Equipment as herein before provided shall be at the expense and risk of the Debtor and are of the essence of this Security Agreement, and upon application to any court of equity having jurisdiction in the premises the Secured Party shall be entitled to a decree against the Debtor requiring specific performance of the covenants of the Debtor so to assemble, deliver, store and transport the Equipment. During any storage period, the Debtor shall, at its own cost and expense, maintain and keep the Equipment in good order and repair and will permit the Secured Party or any Person designated by it, including the authorized representative or representatives of any prospective purchaser, lessor or manager or any Item of Equipment, to inspect the same. The Debtor hereby expressly waives any and all claims against the Secured Party and its agent or agents for damages of whatsoever nature in connection with any retaking of any Item of Equipment in any reasonable manner.

(e) Beyond the use of reasonable care in the custody thereof, the Secured Party shall not have any duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of it or as to any income thereon.

7.2 Application of Proceeds. The Secured Party shall apply the net proceeds of any collection, recovery, receipt, appropriation, realization or sale as follows:

(a) First, to the payment of all costs and expenses of every kind incurred therein or incidental to the care, safekeeping, or otherwise of any or all of the Collateral or in any way relating to the rights of the Secured Party hereunder, including attorneys' fees and expenses, and of all taxes, assessments or liens superior to the lien and security interest created hereby except any taxes, assessments or other superior liens subject to which any such collection, recovery, receipt, appropriation, realization or sale may have been made;

(b) Second, to the payment in whole or in part of the Obligations, in such order as the Secured Party may elect, the Debtor remaining liable for any deficiency remaining unpaid after such application;

(c) Third, only after so applying the net proceeds and after the payment made by the Secured Party of any other amount required to be made pursuant to any applicable law, including Section 9-504(1)(c) of the UCC, to the Debtor.

To the fullest extent permitted by applicable law, the Debtor waives all claims, damages and demands against the Secured Party arising out of the repossession, retention or sale of the Collateral. The Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which the Secured Party is entitled, the Debtor also being liable for the fees of any attorneys employed by the Secured Party to collect such deficiency. The Debtor hereby waives presentment, demand, protest and any notice (to the fullest extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

7.3 Discontinuance of Remedies. In case the Secured Party shall have proceeded to enforce any right under this Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then, and in every such case, the Debtor and the Secured Party shall be restored to their former positions and rights hereunder with respect to the Collateral.

SECTION 8. MISCELLANEOUS.

8.1 Binding Effect. This Security Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective successors and assigns.

8.2 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Secured Party, any right, power or privilege under this Security Agreement, any Supplement or any of the Collateral shall operate as a waiver thereof; nor shall any single or partial exercise of any right,

power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein and therein are cumulative and not exclusive of any rights or remedies provided by law.

8.3 Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected.

8.4 Notices, etc. All notices, requests and demands to or upon the respective parties hereto shall be otherwise expressly provided herein, shall be deemed to have been given or made when delivered by hand, in the case of mail, 2 Business Days after being sent, first-class mail, postage prepaid, or, in the case of telex or telecopy, when sent, addressed as set forth in Section 8.02 of the Loan Agreement.

8.5 Release and Termination. At the sole expense of the Debtor, the Secured Party shall release the lien and security interest created pursuant to this Security Agreement by proper instrument or instruments (i) as to Collateral other than the Secondary Collateral, upon payment in full, or other satisfaction of, the Obligations whereupon this Security Agreement shall terminate as to such Collateral and (ii) as to the Secondary Collateral, upon payment in full, or other satisfaction of those Obligations described in the definition of "Obligations" set forth in any security agreement to which Debtor and Secured Party are parties under which the Debtor has granted to Debtor a first lien in such Secondary Collateral, whereupon this Security Agreement shall terminate as to such Secondary Collateral.

8.6 Consent to Lien on Secondary Collateral. The Secured Party, in its capacity as secured party under those certain security agreements to which Debtor and Secured Party are parties under which the Debtor has granted to Debtor a first lien in such Secondary Collateral, does hereby consent to the grant by the Debtor to the Secured Party hereunder of a second lien in such Secondary Collateral.

8.7 Governing Law. This Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York; provided that the parties hereto shall be entitled to all rights conferred by Section 11303, Title 49 of the United States Code and such additional rights arising out of the filing, registration, recording or deposit of this Security Agreement or any Supplement hereto pursuant thereto.

8.8 Counterparts. This Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original, but all of such counterparts all together shall be deemed to constitute one and the same instrument.

8.9 Headings. The headings of the sections of this Security Agreement are for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed and delivered by their proper and duly authorized officers as of the date first above written.

ACF INDUSTRIES, INCORPORATED

By: _____

Title: _____

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: _____

Title: WILLIAM E. PLUMB
VICE-PRESIDENT

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

On this 9th day of December, 1993, before me, personally appeared Umesh Choksi to me personally known, who being by me duly sworn, says that he resides at Chesterfield, Missouri and is Assistant Treasurer of ACF Industries, Incorporated; that said instrument was signed on behalf of said corporation by authority of its Board of Directors on December 9, 1993; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

"OFFICIAL SEAL"
BELVIA ORTEGA
Notary Public, State of Illinois
My Commission Expires Dec. 24, 1995

(SEAL)

Belvia Ortega
Notary Public

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

On this 9th day of December, 1993, before me, personally appeared William E. Plumb to me personally known, who being by me duly sworn, says that he resides at Libertyville, Illinois and is Vice President of The CIT Group/Equipment Financing, Inc.; that said instrument was signed on behalf of said corporation by authority of its Board of Directors on December 9, 1993; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

"OFFICIAL SEAL"
BELVIA ORTEGA
Notary Public, State of Illinois
My Commission Expires Dec. 24, 1995

(SEAL)

Belvia Ortega
Notary Public

SCHEDULE I

ORIGINAL EQUIPMENT

IDENTIFYING NUMBERS (Both Inclusive)	NUMBER OF CAR	AAR DESIGNATION

SCHEDULE II

SECONDARY COLLATERAL

IDENTIFYING NUMBERS (Both Inclusive)	NUMBER OF CAR	AAR DESIGNATION

SCHEDULE I

ACFX 012585, ACFX 012839, ACFX 012893, ACFX 016918 - 016919, ACFX 016925,
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ACFX 016995, ACFX 016997 - 016998, ACFX 017010, ACFX 017032 - 017037,
ACFX 017039, ACFX 017041, ACFX 017043, ACFX 017059, ACFX 017061, ACFX 017063,
ACFX 017070, ACFX 017072, ACFX 017077, ACFX 017079, ACFX 017081, ACFX 017084,
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ACFX 017118 - 017119, ACFX 017122 - 017123, ACFX 017125, ACFX 017129 - 017131,
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ACFX 017187 - 017189, ACFX 017202, ACFX 017205 - 017206, ACFX 017219,
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