

# OPPENHEIMER

OPPENHEIMER WOLFF & DONNELLY LLP

The Chrysler East Building  
666 Third Avenue, Suite 1900  
New York, NY 10017-4011

212.884.4500  
Fax 212.884.4600

Direct Dial: 212.884.4555  
E-Mail: ELazarou@oppenheimer.com

Brussels  
Los Angeles  
Minneapolis  
New York

Orange County  
Paris  
Silicon Valley  
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oppenheimer.com

RECORDATION NO. 23752 FILED

DEC 06 '01 11:40 AM

**SURFACE TRANSPORTATION BOARD**

December 5, 2001

## Via Federal Express

**Attention: Robert Link**  
Surface Transportation Board  
Office of the Secretary  
1925 K. Street, NW, Suite 700  
Washington, D.C. 20423-0001



Re: Recordation of Security Interest

Dear Mr. Link:

As per our conversation, enclosed are an original and a copy of a security agreement to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code which are properly verified. A check for \$28 made payable to the Surface Transportation Board was forwarded via my letter October 15, 2001.

The security agreement includes a "Master Security Agreement" dated September 26, 2001 between General Electric Capital Corporation and Robert V. Eades, Jr., and a "Collateral Schedule to the Master Security Agreement." The names and addresses of the parties are as follows: Lender: General Electric Capital Corporation., 44 Old Ridgebury, Road, Danbury, CT 06810; Borrower: Robert V. Eades, Jr., 15671 Fountain Hills, Omaha, Nebraska 68118.

Included in the assets of the borrower covered by the security agreement are railroad cars intended for use related to interstate commerce, and in particular the following railcars:

- (1) 1991 Trinity 5551 Railcar, SEGX 5201
- (2) 1991 Trinity 5551 Railcar, SEGX 5202
- (3) 1991 Trinity 5551 Railcar, SEGX 5203
- (4) 1991 Trinity 5551 Railcar, SEGX 5204
- (5) 1979 North American Railcar, SEGX 5001

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- (6) 1979 North American Railcar, SEGX 100
  
- (7) 1979 North American Railcar, SEGX 102
- (8) 1979 North American Railcar, SEGX 103
- (9) 1979 North American Railcar, SEGX 104

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

Under a "Master Security Agreement" dated September 26, 2001, Robert V. Eades, Jr. grants to General Electric Capital Corporation, its successors and assigns, a security interest in and against all property listed on any collateral schedule now or in the future made part of the Master Security Agreement, including without limitation, the railroad cars listed on the "Collateral Schedule to the Master Security Agreement" and in and against all additions, attachments, accessories and accessions to such property, all substitutions, replacements or exchanges thereof and all insurance and/or other proceeds thereof.

Kindly return a recorded copy of the "Master Security Agreement" and the annexed "Collateral Schedule to the Master Security Agreement" in the enclosed self addressed envelope.

Thank you in advance for your time and consideration. If you need to speak to me with regard to this matter please call me at (212) 884-4555.

Sincerely,

  
Elena Lazarou

Enclosures

Master Security Agreement

Collateral Schedule to Master Security Agreement

cc: Michael Tsang, Esq.

**MASTER SECURITY AGREEMENT**

dated as of \_\_\_\_\_ ("**Agreement**")

**THIS AGREEMENT** is between **General Electric Capital Corporation** (together with its successors and assigns, if any, "**Secured Party**"), and **Robert V. Eades, Jr.**, an individual residing at 15671 Fountain Hills, Omaha, Nebraska 68118 (the "**Debtor**"). Secured Party has an office at 44 Old Ridgebury Road, Danbury, CT 06810.

**1. CREATION OF SECURITY INTEREST.**

Debtor grants to Secured Party, its successors and assigns, a security interest in and against all property listed on any collateral schedule now or in the future annexed to or made a part of this Agreement ("**Collateral Schedule**"), including without limitation, the Railroad Cars listed on the Collateral Schedule (the "**Railroad Cars**") and in and against all additions, attachments, accessories and accessions to such property, all substitutions, replacements or exchanges therefor, and all insurance and/or other proceeds thereof (all such property is individually and collectively called the "**Collateral**"). This security interest is given to secure the payment and performance of all debts, obligations and liabilities of any kind whatsoever of Debtor to Secured Party, now existing or arising in the future, including but not limited to the payment and performance of the terms under that certain Settlement Agreement between, among others, Secured Party and Debtor dated September 26, 2001 (the "**Settlement Agreement**"), and any renewals, extensions and modifications of such debts, obligations and liabilities (such debts, obligations and liabilities are called the "**Indebtedness**"). Notwithstanding anything to the contrary contained in this Agreement, to the extent that Secured Party asserts a purchase money security interest in any items of Collateral ("**PMSI Collateral**"): (i) the PMSI Collateral shall secure only that portion of the Indebtedness which has been advanced by Secured Party to enable Debtor to purchase, or acquire rights in or the use of such PMSI Collateral (the "**PMSI Indebtedness**"), and (ii) no other Collateral shall secure the PMSI Indebtedness.

**2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEBTOR.**

Debtor represents, warrants and covenants as of the date of this Agreement and as of the date of each Collateral Schedule that:

(a) Debtor has adequate power and capacity to enter into, and to perform its obligations under this Agreement, the Settlement Agreement and any other documents evidencing, or given in connection with, any of the Indebtedness (all of the foregoing are called the "**Debt Documents**");

(b) This Agreement and the other Debt Documents have been duly authorized, executed and delivered by Debtor and constitute legal, valid and binding agreements enforceable in accordance with their terms, except to the extent that the enforcement of remedies may be limited under applicable bankruptcy and insolvency laws;

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(c) No approval, consent or withholding of objections is required from any governmental authority or instrumentality with respect to the entry into, or performance by Debtor of any of the Debt Documents, except any already obtained;

(d) The entry into, and performance by, Debtor of the Debt Documents will not (i) violate any of the organizational documents of Debtor or any judgment, order, law or regulation applicable to Debtor, or (ii) result in any breach of or constitute a default under any contract to which Debtor is a party, or result in the creation of any lien, claim or encumbrance on any of Debtor's property (except for liens in favor of Secured Party) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement, or other agreement or instrument to which Debtor is a party;

(e) There are no suits or proceedings pending in court or before any commission, board or other administrative agency against or affecting Debtor which could, in the aggregate, have a material adverse effect on Debtor, or his ability to perform his obligations under the Debt Documents, nor does Debtor have reason to believe that any such suits or proceedings are threatened;

(f) All financial statements delivered to Secured Party in connection with the Indebtedness have been prepared in accordance with generally accepted accounting principles, and since the date of the most recent financial statement, there has been no material adverse change in Debtor's financial condition;

(g) The Collateral is not, and will not be, used by Debtor for personal, family or household purposes;

(h) The Collateral is, and will remain, in good condition and repair and Debtor will not be negligent in its care and use;

(i) Debtor is, and will remain, the sole and lawful owner, and in possession of, the Collateral, and has the sole right and lawful authority to grant the security interest described in this Agreement; and

(j) The Collateral is, and will remain, free and clear of all liens, claims and encumbrances of any kind whatsoever, except for (i) liens in favor of Secured Party, (ii) liens for taxes not yet due or for taxes being contested in good faith and which do not involve, in the judgment of Secured Party, any risk of the sale, forfeiture or loss of any of the Collateral, and (iii) inchoate materialmen's, mechanic's, repairmen's and similar liens arising by operation of law in the normal course of business for amounts which are not delinquent (all of such liens are called "**Permitted Liens**").

### 3. COLLATERAL.

(a) Until the declaration of any default, Debtor shall remain in possession of the Collateral; except that Secured Party shall have the right to possess (i) any chattel paper or instrument that constitutes a part of the Collateral, and (ii) any other Collateral in which Secured Party's security interest may be perfected only by possession. Secured Party may inspect any of the Collateral during normal

business hours after giving Debtor reasonable prior notice. If Secured Party asks, Debtor will promptly notify Secured Party in writing of the location of any Collateral.

(b) Debtor shall (i) use the Collateral only in its trade or business, (ii) maintain all of the Collateral in good operating order and repair, normal wear and tear excepted, (iii) use and maintain the Collateral only in compliance with manufacturers recommendations and all applicable laws, and (iv) keep all of the Collateral free and clear of all liens, claims and encumbrances (except for Permitted Liens).

(c) Debtor shall not, without the prior written consent of Secured Party, (i) part with possession of any of the Collateral (except to Secured Party or for maintenance and repair), (ii) remove any of the Collateral from the continental United States, or (iii) sell, rent, lease, mortgage, grant a security interest in or otherwise transfer or encumber (except for Permitted Liens) any of the Collateral.

(d) Debtor shall pay promptly when due all taxes, license fees, assessments and public and private charges levied or assessed on any of the Collateral, on its use, or on this Agreement or any of the other Debt Documents. At its option, Secured Party may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral and may pay for the maintenance, insurance and preservation of the Collateral and effect compliance with the terms of this Agreement or any of the other Debt Documents. Debtor agrees to reimburse Secured Party, on demand, all costs and expenses incurred by Secured Party in connection with such payment or performance and agrees that such reimbursement obligation shall constitute Indebtedness.

(e) Debtor shall, at all times, keep accurate and complete records of the Collateral, and Secured Party shall have the right to inspect and make copies of all of Debtor's books and records relating to the Collateral during normal business hours, after giving Debtor reasonable prior notice.

(f) Debtor agrees and acknowledges that any third person who may at any time possess all or any portion of the Collateral shall be deemed to hold, and shall hold, the Collateral as the agent of, and as pledge holder for, Secured Party. Secured Party may at any time give notice to any third person described in the preceding sentence that such third person is holding the Collateral as the agent of, and as pledge holder for, the Secured Party.

(g) Debtor shall comply with all orders, statutes, rules, regulations, directives and other laws and requirements of the United States of America, and any and all jurisdictions in which his operations involving any of the Collateral may extend, with the Interchange Rules and with all rules of the United States Department of Transportation, the Surface Transportation Board, the Federal Energy Regulatory Commission, the Federal Railroad Administration, the United States Environmental Protection Agency and any other legislative, executive, administrative, regulatory or judicial body, agency or commission (whether foreign or domestic, federal, state, local or otherwise) exercising any power or jurisdiction over the Collateral. For the purposes hereof "Interchange Rules" means all codes, rules, interpretations, laws and orders governing the maintenance, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted within the rail industry as being applicable to the Railroad Cars, as adopted and in effect from time to time by the Association of American Railroads or any successors. Debtor will prepare and deliver to the Secured Party within a reasonable time prior to the required date of filing any and all reports (other than income tax returns) to be filed by the

Debtor with any foreign or domestic, federal, state or other regulatory authority by reason of the Debtor's rights, title and interest in the Collateral.

(h) Debtor shall cause each Railroad Car to be kept numbered with the identification number set forth in the Collateral Schedule attached hereto and will keep and maintain such identification number plainly, distinctly, permanently and conspicuously marked on each side of each Railroad Car. Debtor will not place such Railroad Car in operation until such identification number shall have been marked on both sides of such Railroad Car and will replace promptly any such identification number which may be removed, obliterated, defaced or destroyed. Debtor will not change the identification number of any Railroad Car unless and until (in each case at Debtor's expense) (i) a statement of new number or numbers to be substituted therefore shall have been received by the Secured Party and filed, recorded and deposited by the Secured Party in all public offices where the memorandum of this Agreement shall have been filed and (ii) the Secured Party shall have received an opinion of counsel to the effect that such statement has been so filed, such filing and recordation will protect the Secured Party's interest in such Railroad Car, and no filing, recording, deposit or giving of notice with or to any other federal, state or local government or agency thereof is necessary to protect the interests of the Secured Party in such Railroad Car.

#### **4. INSURANCE.**

(a) Debtor shall at all times bear the entire risk of any loss, theft, damage to, or destruction of, any of the Collateral from any cause whatsoever.

(b) Debtor agrees to keep the Collateral insured against loss or damage by fire and extended coverage perils, theft, burglary, and for any or all Collateral which are vehicles, for risk of loss by collision, and if requested by Secured Party, against such other risks as Secured Party may reasonably require. The insurance coverage shall be in an amount no less than the full replacement value of the Collateral, and deductible amounts, insurers and policies shall be acceptable to Secured Party. Debtor shall deliver to Secured Party policies or certificates of insurance evidencing such coverage. Each policy shall name Secured Party as a loss payee, shall provide for coverage to Secured Party regardless of the breach by Debtor of any warranty or representation made therein, shall not be subject to co-insurance, and shall provide that coverage may not be canceled or altered by the insurer except upon thirty (30) days prior written notice to Secured Party. Debtor appoints Secured Party as its attorney-in-fact to make proof of loss, claim for insurance and adjustments with insurers, and to receive payment of and execute or endorse all documents, checks or drafts in connection with insurance payments. Secured Party shall not act as Debtors attorney-in-fact unless Debtor is in default. Proceeds of insurance shall be applied, at the option of Secured Party, to repair or replace the Collateral or to reduce any of the Indebtedness.

#### **5. REPORTS.**

(a) Debtor shall promptly notify Secured Party of (i) any change in the name of Debtor, (ii) any relocation of its residence, (iii) any relocation of any of the Collateral, (iv) any of the Collateral being lost, stolen, missing, destroyed, materially damaged or worn out, or (v) any lien, claim or encumbrance other than Permitted Liens attaching to or being made against any of the Collateral.

## **6. FURTHER ASSURANCES.**

(a) Debtor shall, upon request of Secured Party, furnish to Secured Party such further information, execute and deliver to Secured Party such documents and instruments (including, without limitation, Uniform Commercial Code financing statements) and shall do such other acts and things as Secured Party may at any time reasonably request relating to the perfection or protection of the security interest created by this Agreement or for the purpose of carrying out the intent of this Agreement. Without limiting the foregoing, Debtor shall cooperate and do all acts deemed necessary or advisable by Secured Party to continue in Secured Party a perfected first security interest in the Collateral, and shall obtain and furnish to Secured Party any subordinations, releases, landlord, lessor, or mortgagee waivers, and similar documents as may be from time to time requested by, and in form and substance satisfactory to, Secured Party.

(b) Debtor irrevocably grants to Secured Party the power to sign Debtor's name and generally to act on behalf of Debtor to execute and file applications for title, transfers of title, financing statements, notices of lien and other documents pertaining to any or all of the Collateral; this power is coupled with Secured Party's interest in the Collateral. Debtor shall, if any certificate of title be required or permitted by law for any of the Collateral, obtain and promptly deliver to Secured Party such certificate showing the lien of this Agreement with respect to the Collateral.

(c) Debtor shall indemnify and defend the Secured Party, its successors and assigns, and their respective directors, officers and employees, from and against all claims, actions and suits (including, without limitation, related attorneys' fees) of any kind whatsoever arising, directly or indirectly, in connection with any of the Collateral.

## **7. DEFAULT AND REMEDIES.**

(a) Debtor shall be in default under this Agreement and each of the other Debt Documents if:

(i) Debtor breaches its obligation to pay when due any installment or other amount due or coming due under any of the Debt Documents;

(ii) Debtor, without the prior written consent of Secured Party, attempts to or does sell, rent, lease, mortgage, grant a security interest in, or otherwise transfer or encumber (except for Permitted Liens) any of the Collateral;

(iii) Debtor breaches any of its insurance obligations under Section 4;

(iv) Debtor breaches any of its other obligations under any of the Debt Documents and fails to cure that breach within thirty (30) days after written notice from Secured Party;

(v) Any warranty, representation or statement made by Debtor in any of the Debt Documents or otherwise in connection with any of the Indebtedness shall be false or misleading in any material respect;

(vi) Any of the Collateral is subjected to attachment, execution, levy, seizure or confiscation in any legal proceeding or otherwise, or if any legal or administrative proceeding is commenced against Debtor or any of the Collateral, which in the good faith judgment of Secured Party subjects any of the Collateral to a material risk of attachment, execution, levy, seizure or confiscation and no bond is posted or protective order obtained to negate such risk;

(vii) Debtor breaches or is in default under any other agreement between Debtor and Secured Party;

(viii) Debtor or any guarantor or other obligor for any of the Indebtedness (collectively "**Guarantor**") dissolves, terminates its existence, becomes insolvent or ceases to do business as a going concern;

(ix) If Debtor or any Guarantor is a natural person, Debtor or any such Guarantor dies or becomes incompetent;

(x) A receiver is appointed for all or of any part of the property of Debtor or any Guarantor, or Debtor or any Guarantor makes any assignment for the benefit of creditors; or

(xi) Debtor or any Guarantor files a petition under any bankruptcy, insolvency or similar law, or any such petition is filed against Debtor or any Guarantor and is not dismissed within forty-five (45) days.

(b) If Debtor is in default, the Secured Party, at its option, may declare any or all of the Indebtedness to be immediately due and payable, without demand or notice to Debtor or any Guarantor. The accelerated obligations and liabilities shall bear interest (both before and after any judgment) until paid in full at the lower of eighteen percent (18%) per annum or the maximum rate not prohibited by applicable law.

(c) After default, Secured Party shall have all of the rights and remedies of a Secured Party under the Uniform Commercial Code, and under any other applicable law. Without limiting the foregoing, Secured Party shall have the right to (i) notify any account debtor of Debtor or any obligor on any instrument which constitutes part of the Collateral to make payment to the Secured Party, (ii) with or without legal process, enter any premises where the Collateral may be and take possession of and remove the Collateral from the premises or store it on the premises, (iii) sell the Collateral at public or private sale, in whole or in part, and have the right to bid and purchase at said sale, or (iv) lease or otherwise dispose of all or part of the Collateral, applying proceeds from such disposition to the obligations then in default. If requested by Secured Party, Debtor shall promptly assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Secured Party may also render any or all of the Collateral unusable at the Debtor's premises and may dispose of such Collateral on such premises without liability for rent or costs. Any notice that Secured Party is required to give to Debtor under the Uniform Commercial Code of the time and place of any public sale or the time after which any private sale or other intended disposition of the Collateral is to be made shall be deemed to constitute reasonable notice if such notice is given to the last known address of Debtor at least five (5) days prior to such action.

(d) Proceeds from any sale or lease or other disposition shall be applied: first, to all costs of repossession, storage, and disposition including without limitation attorneys', appraisers', and auctioneers' fees; second, to discharge the obligations then in default; third, to discharge any other Indebtedness of Debtor to Secured Party, whether as obligor, endorser, guarantor, surety or indemnitor; fourth, to expenses incurred in paying or settling liens and claims against the Collateral; and lastly, to Debtor, if there exists any surplus. Debtor shall remain fully liable for any deficiency.

(e) Debtor agrees to pay all reasonable attorneys' fees and other costs incurred by Secured Party in connection with the enforcement, assertion, defense or preservation of Secured Party's rights and remedies under this Agreement, or if prohibited by law, such lesser sum as may be permitted. Debtor further agrees that such fees and costs shall constitute Indebtedness.

(f) Secured Party's rights and remedies under this Agreement or otherwise arising are cumulative and may be exercised singularly or concurrently. Neither the failure nor any delay on the part of the Secured Party to exercise any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of that or any other right, power or privilege. SECURED PARTY SHALL NOT BE DEEMED TO HAVE WAIVED ANY OF ITS RIGHTS UNDER THIS AGREEMENT OR UNDER ANY OTHER AGREEMENT, INSTRUMENT OR PAPER SIGNED BY DEBTOR UNLESS SUCH WAIVER IS EXPRESSED IN WRITING AND SIGNED BY SECURED PARTY. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

(g) DEBTOR AND SECURED PARTY UNCONDITIONALLY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE OTHER DEBT DOCUMENTS, ANY OF THE INDEBTEDNESS SECURED HEREBY, ANY DEALINGS BETWEEN DEBTOR AND SECURED PARTY RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN DEBTOR AND SECURED PARTY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT. THIS WAIVER IS IRREVOCABLE. THIS WAIVER MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. THE WAIVER ALSO SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY OTHER DEBT DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

## **8. MISCELLANEOUS.**

(a) This Agreement, any Note and/or any of the other Debt Documents may be assigned, in whole or in part, by Secured Party without notice to Debtor, and Debtor agrees not to assert against any such assignee, or assignee's assigns, any defense, set-off, recoupment claim or counterclaim which Debtor has or may at any time have against Secured Party for any reason whatsoever. Debtor agrees that if Debtor receives written notice of an assignment from Secured Party, Debtor will pay all amounts payable under

any assigned Debt Documents to such assignee or as instructed by Secured Party. Debtor also agrees to confirm in writing receipt of the notice of assignment as may be reasonably requested by assignee.

(b) All notices to be given in connection with this Agreement shall be in writing, shall be addressed to the parties at their respective addresses set forth in this Agreement (unless and until a different address may be specified in a written notice to the other party), and shall be deemed given (i) on the date of receipt if delivered in hand or by facsimile transmission, (ii) on the next business day after being sent by express mail, and (iii) on the fourth business day after being sent by regular, registered or certified mail. As used herein, the term "business day" shall mean and include any day other than Saturdays, Sundays, or other days on which commercial banks in New York, New York are required or authorized to be closed.

(c) Secured Party may correct patent errors and fill in all blanks in this Agreement or in any Collateral Schedule consistent with the agreement of the parties.

(d) Time is of the essence of this Agreement. This Agreement shall be binding, jointly and severally, upon all parties described as the "Debtor" and their respective heirs, executors, representatives, successors and assigns, and shall inure to the benefit of Secured Party, its successors and assigns.

(e) The Workout Agreement, this Agreement and its Collateral Schedules constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior understandings (whether written, verbal or implied) with respect to such subject matter. THIS AGREEMENT AND ITS COLLATERAL SCHEDULES SHALL NOT BE CHANGED OR TERMINATED ORALLY OR BY COURSE OF CONDUCT, BUT ONLY BY A WRITING SIGNED BY BOTH PARTIES. Section headings contained in this Agreement have been included for convenience only, and shall not affect the construction or interpretation of this Agreement.

(f) This Agreement shall continue in full force and effect until all of the Indebtedness has been indefeasibly paid in full to Secured Party. The surrender, upon payment or otherwise, of any Note or any of the other documents evidencing any of the Indebtedness shall not affect the right of Secured Party to retain the Collateral for such other Indebtedness as may then exist or as it may be reasonably contemplated will exist in the future. This Agreement shall automatically be reinstated if Secured Party is ever required to return or restore the payment of all or any portion of the Indebtedness (all as though such payment had never been made).

(g) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE EQUIPMENT.

IN WITNESS WHEREOF, Debtor and Secured Party, intending to be legally bound hereby, have duly executed this Agreement in one or more counterparts, each of which shall be deemed to be an original, as of the day and year first aforesaid.

**DEBTOR:**

**Robert V. Eades, Jr.**

By: Robert V. Eades, Jr.

State of Nebraska  
County of Douglas, ss:

On this 12 day of Nov, 2001, before me, personally appeared Robert V. Eades, Jr. to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

Gail P. Lewis  
Signature of Notary Public  
My commission expires Sept 18, 2002



**SECURED PARTY:**

**General Electric Capital Corporation**

By: Christopher Smyth

Name: \_\_\_\_\_  
Title: Litigation Specialist

State of Connecticut  
County of Fairfield ss:

On this 4<sup>th</sup> day of December, 2001 before me personally appeared Christopher Smyth, to me personally known, who being by me duly sworn says that he is the Litigation Specialist of General Electric Capital Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Helene Kramer  
Signature of Notary Public  
My commission expires 9/30/2005  
**HELENE KRAMER**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES SEP. 30, 2005



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## COLLATERAL SCHEDULE TO MASTER SECURITY AGREEMENT

<b>Year</b>	<b>Serial Number</b>	<b>Model and Type of Equipment</b>
1991	SEGX 5201	Trinity 5551 Railcar
1991	SEGX 5202	Trinity 5551 Railcar
1991	SEGX 5203	Trinity 5551 Railcar
1991	SEGX 5204	Trinity 5551 Railcar
1979	SEGX 5001	North American Railcar
1979	SEGX 100	North American Railcar
1979	SEGX 102	North American Railcar
1979	SEGX 103	North American Railcar
1979	SEGX 104	North American Railcar