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December 10, 2002

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

RECORDATION NO. 13087-H FILED

DEC 10 '02

2:19 PM

Dear Mr. Williams:

SURFACE TRANSPORTATION BOARD

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Loan and Security Agreement, dated June 7, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to documents previously filed with the Board under Recordation Number 13087.

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

Borrower: Residual Based Finance
Corporation
Three First National Plaza
Suite 777
Chicago, IL 60602

Lender: The Provident Bank
One East Fourth Street
Cincinnati, OH 45202

A description of the railroad equipment covered by the enclosed document is:

415 gondola coal cars within the series UFIX 19001 – UFIX 19110, UFIX 20001 – UFIX 20110, UFIX 21001 – UFIX 21110 and UFIX 22001 – UFIX 22110.

Mr. Vernon A. Williams
December 10, 2002
Page Two

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

Loan and Security Agreement

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/anr
Enclosures

RECORDATION NO. 13087-14 FILED

DEC 10 2002 2-19 PM

SURFACE TRANSPORTATION BOARD

LOAN AND SECURITY AGREEMENT

BY AND BETWEEN

**RESIDUAL BASED FINANCE CORPORATION,
Borrower**

AND

**THE PROVIDENT BANK,
Lender**

Dated as of June 7, 2000

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LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT dated as of June 7, 2000 by and between THE PROVIDENT BANK, an Ohio banking corporation (the "Lender"), and RESIDUAL BASED FINANCE CORPORATION, an Illinois corporation (the "Borrower").

INTRODUCTION:

Borrower desires by this Agreement, among other things, (a) to provide for the making of loans to Borrower (capitalized terms being used as hereinafter defined) and (b) to provide for the grant of a security interest by Borrower to Lender, as part of the Collateral hereunder, among other things, in all of Borrower's estate, right, title and interest in the Equipment, the bill of sale (conveying title to Borrower) (the "Bill of Sale"), the Lease and the other Assigned Documents, and all payments and other amounts received hereunder or thereunder in accordance with the terms hereof or thereof (excluding Excepted Payments), as security for the Obligations.

ACCORDINGLY, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower and Lender agree as follows:

ARTICLE 1

DEFINITIONS AND ACCOUNTING TERMS

SECTION 1.1 Defined Terms.

As used in this Loan and Security Agreement, unless the context requires otherwise, the following terms, when capitalized as shown below shall have the following meanings (such meaning to be equally applicable to both the singular and plural forms of terms):

"Affiliate" - of any Person shall mean any other Person directly or indirectly controlling, controlled by or under common control with such Person through stock ownership or voting control.

"Agreement" means this Loan and Security Agreement, including all Schedules, Exhibits, and Supplements hereto, if any, as the same may from time-to-time be amended, supplemented or otherwise modified.

"Applicable Law" - means all applicable laws, rules, regulations, treaties, judgments, decrees, injunctions, writs and orders of any court or Governmental Body, and orders, directives, licenses and permits of any Governmental Body.

"Assigned Documents" - as defined in Section ~2.1(b) hereof.

"Business Day" - any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close for business in Chicago, Illinois and Cincinnati, Ohio.

“Casualty Occurrence” - as defined in the Lease.

“Casualty Value” means the value assigned to any Unit, in accordance with Appendix B to the Lease upon a Casualty Occurrence.

“Closing Date” - shall mean June 7, 2000.

“Collateral” as defined in Section 2.1 hereof.

“Collateral Assignment of Lease Agreement” means the Collateral Assignment of Lease Agreement, dated as of June 7, 2000, between Borrower and Lender.

“Default” - an Event of Default (including, without limitation, a Lease Event of Default) or an event or condition (including, without limitation, a Lease Default) which, with notice or lapse of time or both, would become an Event of Default.

“Default Rate” means the interest rate per annum equal to the greater of (i) two percent (2%) over the Interest Rate and (ii) two percent (2%) over the Prime Rate.

“Dollars” and “\$” - dollars in lawful money of the United States of America.

“Equipment” shall mean Four Hundred Fifteen (415) 105-ton, 4240 cu. ft., steel gondola coal cars, bearing the road numbers UFIX 19001 - UFIX 19110, UFIX 20001 - UFIX 20110, UFIX 21001 - UFIX 21110, and UFIX 22001 - UFIX 22110, inclusive, excluding such cars numbered UFIX 19015, 21097, 21080, 22009, 19055, 22110, 22031, 19010, 21026, 20003, 22081, 19002, 19037, 21038, 19059, 21030, 20070, 20029, 21010, 21072, 21028, 21099, 21096, 22076 and 19091..

“Event of Default” - as defined in Article ~6 hereof.

“Excepted Payments” - (a) any indemnity payment payable to Borrower or its Affiliates, successors, permitted assigns, directors, shareholders, officers, employees, servants and agents (collectively, “Indemnities”), (b) proceeds of public liability insurance (or government indemnities in lieu thereof) in respect of the Equipment payable as a result of insurance claims paid for the benefit of, or losses suffered by, the Borrower or other Indemnitee, (c) proceeds of insurance maintained with respect to the Equipment by the Borrower (whether directly or through the Borrower) other than property insurance, and (d) any right to demand, collect or otherwise receive and enforce the payment of any amount described in clauses (a) through (c) above.

“Extension Rent” - shall mean the “Extension Rent” for each Unit as set forth in the Lease.

“Federal Reserve Board” - the Board of Governors of the Federal Reserve System of the United States of America or any successor agency or board at the relevant time performing the functions of the Federal Reserve Board.

“GAAP” means Generally Accepted Accounting Principles consistently applied at the time in effect.

“Governmental Body” - shall mean any federal, state, municipal or other governmental department, commission, board, bureau, court, legislature, agency, instrumentality or authority, domestic or, to the extent binding under federal law on any Person or the Equipment.

“Hereto”, “herein”, “hereof”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section or other subdivision of this Agreement unless the context otherwise indicates.

“Interest Rate” - means the interest rate per annum equal to Nine and Twelve Hundredths Percent (9.12%).

“Lease” - means the Lease of Railroad Equipment between Lessor and Lessee dated as of April 1, 1981, as amended by the Extension and Amendment Agreement dated as of June 1, 1997, as amended or modified from time to time.

“Lease Default” - a Lease Event of Default or an event or condition which, with notice or lapse of time or both, would become a Lease Event of Default.

“Lease Documents” means the Lease and all of the documents and instruments relating to the Equipment and the Lease, including, but not limited to, the Lessee Acknowledgment, the Collateral Assignment of Lease Agreement and all instruments and other agreements.

“Lease Event of Default” - an “Event of Default” as defined in the Lease.

“Lender” - as defined in the first paragraph of this Agreement together with its successors and assigns.

“Lender’s Office” - Lender’s office at One East Fourth Street, Mail Location 215A, Cincinnati, Ohio 45202, Attn: Darla L. Townsend until notice of a change of address of such office is given by Lender (from which point “Lender’s Office” shall be the address specified in such notice).

“Lender’s Release Notice” - the notice by Lender that all amounts and all other Obligations owing hereunder, under the Promissory Notes and under all other Operative Documents to Lender and the Lenders have been paid and performed in full and the Lien of this Agreement has been released.

“Lessee” - Reliant Energy, Incorporated, a Texas corporation (as successor in interest to Houston Lighting and Power Company, a Texas corporation, successor to Utility Fuels, Inc., a Texas corporation), and its successors and assigns permitted under the Lease.

“Lessee Acknowledgment” - the Lessee Acknowledgment, dated as of June 7, 2000, from Lessee to Lender.

“Lessee Option” as defined in Section 3.6(a)(ii) hereof.

“Lessor”- Borrower, as Lessor under the Lease (as successor in interest to Mellon Financial Services Corporation #4, a Pennsylvania corporation, formerly known as Mellon International Leasing Company, a Pennsylvania corporation).

“Lessor Liens” - shall mean any Liens, security interests, and other encumbrances arising from, through, or under the Borrower or any successor assignee, or transferee of the Borrower, as the Lessor, except the interests of the Lender hereunder and under the other Operative Documents, and the rights of the Lessee under the Lease and Liens arising by, through or under the Lessee.

“Lien” means any mortgage, pledge, hypothecation, assignment, security interest, lien, charge or encumbrance of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any lease having substantially the same economic effect as a conditional sale or title retention agreement, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction).

“Loan” - means the loan made or to be made by Lender to Borrower pursuant to Section 3.1 hereof in the amount of Six Million Three Hundred Fifty-Eight Thousand One Hundred Twenty-Five and 10/100 Dollars (\$6,358,125.10).

“Loan Maturity Date” - means the earlier of (i) October 1, 2007, (ii) the date when Borrower has received the net sales proceeds from the sale of all of the Equipment, or (iii) the date when the Obligations are due and payable pursuant to the terms of this Agreement whether by acceleration or otherwise.

“Make-Whole Amount” means, the amount (but not less than zero) equal to the excess, if any, of (1) the sum of the Present Values (as hereinafter defined) of (a) the principal amount of the Promissory Note being prepaid (assuming the required payments in accordance with the terms of the Promissory Note and the principal balance of the Promissory Note payable upon maturity are paid when due) and (b) the amount of interest which would have been payable on each interest payment date on the amount of such principal being prepaid (assuming such required payments in accordance with the terms of the Promissory Note, the principal balance of the Promissory Note payable upon maturity and interest payments are paid when due), over; (2) the principal amount of the Promissory Note being prepaid plus accrued interest on such principal amount to the date of such prepayment.

For purposes of this definition, “Present Value” shall be determined in accordance with generally accepted financial practice in the United States of America on a semi-annual basis at a discount rate equal to the sum of the applicable Treasury Yield plus (i) 1.50% or (ii) for the sole purpose of calculating the Make Whole Amount pursuant to Section 3.6(a)(ii) hereof, 2.25%; and the “Treasury Yield” for such purpose shall be determined by reference to the yield for U.S. Treasury securities as indicated in THE WALL STREET JOURNAL, published on the second Business Day prior to the date of such prepayment of the Promissory Note, and shall be the yield on actively traded U.S. Treasury securities having a constant maturity equal to the then-remaining term to maturity (determined in accordance with generally accepted financial practice in the United States of America) of the Promissory Note; provided that if such then-remaining

term to maturity is not equal to the maturity of an actively traded U.S. treasury security, such yield shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the yields of actively traded U.S. Treasury securities having a constant maturity closest to such then-remaining term to maturity.

“Obligations” - as defined in Section 2.1 hereof.

“Officer’s Certificate” - with respect to any corporation, a certificate of a Responsible Officer of such corporation.

“Operative Documents” - means the Lease, this Agreement, the Lessee Acknowledgment, the Collateral Assignment of Lease Agreement, the Bill of Sale and the Promissory Note.

“Payment Date” - the first Business Day of each February and August of each year, commencing with August of year 2000 and continuing until August, 2007.

“Permitted Liens” means:

- (i) Liens for taxes, assessments, or similar charges, incurred in the ordinary course of business that are not yet due and payable;
- (ii) Liens in favor of the Lender; and
- (iii) Liens which are permitted under the Lease Documents.

“Person” means any individual, corporation, partnership, joint venture, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

“Prepayment Amount” means:

- (i) on the first anniversary of the Closing Date until, and including, July 31, 2006, the greater of the following:
 - (a) 103% of the outstanding principal balance under the Promissory Note, plus any and all accrued interest thereunder; and
 - (b) the Make-Whole Amount plus the outstanding principal balance under the Promissory Note, plus any and all accrued interest thereunder;
- (ii) from and including August 1, 2006 and until the Loan Maturity Date, 101% of the outstanding principal balance under the Promissory Note, plus any and all accrued interest thereunder.

“Prime Rate” - the rate of interest announced from time to time by Lender as its “prime rate.” The prime rate is a base rate used for calculating interest on certain loans and may not be the lowest rate at which Lender loans money.

“Promissory Note” - a promissory note, substantially in the form of Exhibit A hereto, delivered by Borrower to Lender including a promissory note issued in exchange for or in replacement of such promissory note pursuant to Article 3 hereof.

“Rent” - shall mean the Extension Rent and any and all payments (other than Excepted Payments) due on or after the Closing Date of any kind or nature whatsoever pursuant to or relating to the Lease, including, without limitation, the Casualty Values and Termination Values as defined therein.

“Responsible Officer” - in the case of any corporation or other entity, the Chairman of the Board of Directors, the President, the Treasurer, the Assistant Treasurer, or any Vice President thereof.

“Securities Act” - means the Securities Act of 1933, as amended, or any successor provision.

“Surface Transportation Board” means the Surface Transportation Board of the Department of Transportation, or any successor thereto.

“UCC” or “Uniform Commercial Code” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Ohio; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of Lender’s security interest in any of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Ohio, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection, or priority and for purposes of definitions related to such provisions.

“Unit” means any one of the Four Hundred Fifteen (415) steel gondola coal cars constituting a portion of the Equipment.

ARTICLE 2

SECURITY AGREEMENT AND ASSIGNMENT

SECTION 2.1 Grant of Security Interest. To secure the due and punctual payment of all amounts due on the Promissory Note and to secure the due and punctual payment of all other amounts due Lender by the Borrower hereunder and under the other Operative Documents and the payment of all other indebtedness which this Agreement by its terms secures and compliance with all the terms hereof and of the Promissory Note, and to secure the performance and observance by Borrower of its agreements and the conditions applicable to it contained herein or in any of the other Operative Documents (collectively the “Obligations”), Borrower does hereby now, for security purposes, grant, bargain, sell, mortgage, warrant, pledge, assign, transfer and convey, and grant a first-priority security interest in, to Lender and to its successors and assigns, forever, for the security and benefit of itself and the holders from time to time of the Promissory Note, all of Borrower’s estate, right, title and interest in the following properties whether now owned or hereafter acquired (the “Collateral”):

(a) The Equipment as the same is now and will hereafter be constituted, whether now owned by the Borrower or hereafter acquired, leased or intended to be leased under the Lease, together with all (a) accessories, equipment, parts and appurtenances appertaining or attached to the Equipment, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to the Equipment.

(b) The Lease and the Bill of Sale for the Equipment delivered pursuant thereto, and the right to receive amounts payable under any thereof and any other lease, sublease (including, without limitation any sublease assigned to the Borrower pursuant to Section 15 of the Lease) or rental agreement relating to the Equipment or any part thereof, together with all renewals, amendments and modifications thereof (collectively, the "Assigned Documents"), including, without limitation, all amounts of Rent, insurance proceeds (including return premiums) and condemnation, requisition and other awards and payments of any kind for or with respect to the Equipment payable to or for the account of Borrower (including, without limitation, proceeds and payments payable on account of or received pursuant to the exercise of any of the remedies under the Lease) and all rights of Borrower to exercise any election or option or to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of the Lease or any other Assigned Document or to accept any surrender or redelivery of the Equipment or any part thereof, as well as all the rights, powers and remedies on the part of Borrower as the lessor under the Lease, whether arising under the Lease or by statute or at law or in equity, or otherwise, arising out of any Lease Event of Default;

(c) any right to restitution from any party to any Assigned Document in respect of any determination of invalidity of any Assigned Document;

(d) all moneys and securities now or hereafter paid or deposited or required to be paid or deposited to or with Lender by or for the account of Borrower pursuant to any term of this Agreement, the Lease or any other Assigned Document and held or required to be held by Lender hereunder;

(e) all instruments, documents of title, books, data and records of Borrower relating to the operation, maintenance and inspection of the Equipment;

(f) all other property of every kind and description, real, personal and mixed, and interests therein of Borrower pursuant to any term of any Assigned Document, wherever located and whether or not subjected to the Lien of this Agreement by agreement supplemental hereto, and Lender is hereby authorized to receive any such property subject to and in accordance with the terms of this Agreement as then supplemented; and

(g) all tolls, rents, issues, profits, products, revenues and other income, and all proceeds and payments, from or on account of the property, rights and privileges subjected or required to be subjected to the Lien of this Agreement.

EXCLUDING, HOWEVER, from the property, rights, privileges, proceeds, payments and amounts subject to the foregoing provisions of this Section ~2.1 all Excepted Payments.

TO HAVE AND TO HOLD the same, all and singular, unto Lender, its successors and assigns, forever,

AS COLLATERAL, upon the terms herein set forth, for the benefit of Lender.

SECTION 2.2 Present Assignment. Without limiting the generality of the foregoing, Borrower presently and irrevocably assigns, transfers, conveys and sets over to Lender as security for the Obligations, all present and future estate, right, title and interest of Borrower in, to and under the Assigned Documents and the proceeds thereof, including, without limitation, all rights of Borrower to exercise any election or option, or make any decision or determination, to give any notice, consent, waiver or approval under or in respect to any Assigned Document and all moneys and claims for moneys due and to become due to Borrower pursuant to the Assigned Documents and all claims of Borrower for damages in respect of any Casualty Occurrence with respect to the Equipment and all other payments of any kind for or with respect to the Equipment pursuant to the Assigned Documents;

EXCLUDING, HOWEVER, from the property, rights, privileges, proceeds, payments and amounts subject to the foregoing provisions of this Section ~2.2 all Excepted Payments.

SECTION 2.3 Continuing Obligations of Borrower. Anything contained herein to the contrary notwithstanding (other than Section 3.5 hereof), Borrower shall remain liable under the Operative Documents to perform all obligations assumed by it thereunder, and Lender shall have no obligation or liability under or arising out of any Operative Document by reason of or arising out of the grant of security and assignment hereunder, nor shall Lender be required or obligated in any manner to perform or fulfill any obligation of any other party under or arising out of any Operative Document or except as expressly herein provided to make any payment, to make any inquiry as to the nature or sufficiency of any payment received by it, to present or file any claim, or to take any action to collect or enforce the payment of any amount assigned to it or to which it may be entitled at any time.

SECTION 2.4 Payments. In accordance with the Lessee Acknowledgment, Lessee has agreed to make all payments of Rent and payments for all other amounts required to be paid to or deposited with Borrower pursuant to the Lease (other than Excepted Payments) directly to Lender at such address as Lender shall specify, for application as provided for in this Agreement. Borrower shall, promptly upon receipt thereof, transfer to Lender any and all moneys from time to time received by it constituting part of the Collateral, for distribution by Lender pursuant to this Agreement, except that Borrower shall accept for distribution to itself any amounts distributed by Lender under this Agreement.

SECTION 2.5 Assignment; Security Agreement. Section ~2.2 hereof shall constitute an assignment for security and the remainder of this Agreement shall constitute a mortgage and security agreement over the Collateral and, in addition to all other rights of Lender hereunder, Lender shall have all of the rights conferred upon secured parties by any applicable Uniform Commercial Code or other similar or other applicable legislation. For all purposes of this Agreement, the terms "Lien of this Agreement," "Lien hereof," "Lien created hereby" or words of similar import shall, unless the context otherwise requires, be deemed to include reference to

the security interest and other rights granted to Lender, in or pursuant to this Agreement, and may be referred to as “the Lien of the Security Agreement.”

SECTION 2.6 Covenants of Borrower. Borrower hereby warrants, represents and covenants that it has not granted, bargained, sold, mortgaged, warranted, hypothecated, pledged, released, assigned, transferred or conveyed and hereby covenants that it will not, except as expressly provided in this Agreement, grant, bargain, sell, mortgage, warrant, hypothecate, pledge, release, assign, transfer or convey, so long as this Agreement shall remain in effect, any of its estate, right, title or interest in and to the Collateral hereby assigned, to anyone other than Lender. Borrower will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove, any Lien, claim or right in or to the Collateral arising by, through or under Borrower (other than Permitted Liens), and will defend the right, title and interest of the Lender in and to the Equipment, the Lease, the other Collateral and the proceeds of all of the foregoing against the claims and demands of all Persons arising by, through or under Borrower. The Borrower will advise the Lender promptly, after acquiring knowledge thereof, in reasonable detail, of any Lien or claim made or asserted against any of the Collateral and of any event affecting the Lender’s lien on and security interest in the Collateral. Borrower agrees, except as expressly provided in this Agreement, not to retain any payment, to the extent that such payment constitutes part of the Collateral, from any other party to any Operative Document, enter into any agreement amending, supplementing or terminating, or execute any waiver or modification of, or consent under, any Operative Document other than with respect to Excepted Payments, or settle or compromise any claim arising under any Operative Document other than with respect to Excepted Payments.

SECTION 2.7 After-Acquired Property. All property acquired by Borrower after the date hereof, which by the terms hereof is required or intended to be required to be subjected to the Lien of this Agreement, shall, immediately upon the acquisition thereof by Borrower and without further mortgage, conveyance or assignment, become subject to the Lien of this Agreement as fully as though now owned by Borrower and specifically described herein. Nevertheless, Borrower will do all such further acts and execute, acknowledge, deliver, record and file supplements, and all such further conveyances, financing statements and assurances as Lender may deem reasonably necessary effectively to confirm that such after-acquired property is subject to the Lien of this Agreement.

SECTION 2.8 Partial Invalidity. The invalidity of the Lien of this Agreement as to any item or type of Collateral shall not invalidate the Lien as to all or any part of any other item or type of Collateral as to which such Lien is otherwise valid.

SECTION 2.9 Cash Collateral. (a) If Borrower is entitled to or receives any compensation from any Governmental Body or any Person (other than Lessee) on account of any Collateral or if Lessee provides any collateral for its obligations under the Lease or other Operative Documents (except collateral for obligations to make Excepted Payments), or if insurance proceeds are to be held by Borrower pending compliance by Lessee with the terms of the Lease, including, without limitation, under Sections 7.7 and 7.8 of the Lease, all such compensation, collateral and insurance proceeds (except in each case Excepted Payments) shall be paid and delivered directly to Lender or if paid to Borrower immediately thereupon paid or delivered to Lender to be held by it as additional collateral hereunder and shall constitute part of

the Collateral. Any such insurance proceeds, other than any such proceeds constituting Excepted Payments, provided no Lease Default then exists, will be paid to Lessee in accordance with the terms of the Lease. Upon the occurrence and continuance of an Event of Default hereunder, any such Collateral held by Lender shall be held or applied in accordance with Section ~4.4. Lender shall maintain such funds in one or more separate accounts with The Provident Bank, over which Lender shall have sole power and authority of withdrawal, subject to the terms of this section.

ARTICLE 3

LOANS AND PROMISSORY NOTE

SECTION 3.1 Issuance of Loan and Promissory Note. On the Closing Date, Borrower shall execute and deliver the Promissory Note to Lender, dated the Closing Date, and in a principal amount equal to the amount of the Loan. On the Closing Date, and upon the fulfillment of the applicable conditions set forth herein, the Lender shall wire transfer the full amount of the Loan to the Borrower at the bank and account specified by the Borrower in a written notice to be delivered to the Lender on the Business Day immediately preceding the Closing Date. No Promissory Note may be issued except as provided in this Section ~3.1 hereof. The Loan made by Lender on the Closing Date and all payments and prepayments made on account of the principal thereof and interest thereon shall be recorded by Lender on the schedule annexed to the Promissory Note or any continuation thereof and the record so made by Lender or any entries made on the records maintained by Lender shall be prima facie evidence of the existence and amounts of the obligations of Borrower to Lender thereby recorded or made (it being understood that failure by Lender to make any such recordation or entry shall not affect the obligations of Borrower to it hereunder or under the Promissory Note to pay any remaining unpaid amounts in respect of the Loan). Each payment of principal and interest on the Promissory Note shall be applied in accordance with Article ~4 hereof.

SECTION 3.2 Repayment of Loans; Interest. Borrower hereby promises and agrees to pay to Lender the original principal amount of the Loan, as evidenced by the Promissory Note, payable on each Payment Date in the principal amount set forth on Exhibit A hereto together with interest on the principal balance outstanding thereon until such Loan is paid in full at the Interest Rate; provided, however, that the final such installment on the Loan shall include principal in an amount equal to the unpaid and outstanding principal amount of the Loan, and accrued and unpaid interest thereon. Notwithstanding anything herein to the contrary, all of the Obligations evidenced by the Promissory Note shall be, if not sooner due and payable as provided in this Agreement, in any event absolutely and unconditionally due and payable in full by Borrower on the Loan Maturity Date.

SECTION 3.3 Late Charges. Any payment to Lender hereunder not made when due shall, to the extent permitted by law, accrue interest at the Default Rate payable on demand of Lender.

SECTION 3.4 Payments. Borrower shall make each payment (including each prepayment) required to be made by it hereunder or under the Promissory Note not later than

12:00 noon (Cincinnati, Ohio time) on the day when due (or such prepayment is specified to be paid) in Dollars and in funds immediately available to Lender at Lender's Office.

SECTION 3.5 Payments from Collateral Only.

(a) **Notwithstanding anything to the contrary contained in this Agreement, the Promissory Note, or any other Operative Document or other document, except as expressly provided in Section 3.5(b) hereof,** (i) this Agreement, the Promissory Note and the other Operative Documents and the other Obligations, including the obligation to make all payments due on the Promissory Note and the performance by Borrower of every obligation or covenant contained in this Agreement and in any of the other Operative Documents, shall, subject to Section 3.5(b) hereof, be nonrecourse to Borrower and payable only from the income and proceeds from the Collateral and only to the extent that Borrower shall have sufficient income or proceeds from the Collateral to enable Lender to apply such payments in accordance with the terms of Article 4 hereof; and (ii) Borrower shall not have any personal liability for any amounts payable hereunder or any of the other Operative Documents or under the Promissory Notes; provided, however, that nothing contained in this paragraph 3.5(a) shall be construed to limit the exercise and enforcement of Lender's rights in and remedies with respect to the Collateral in accordance with the terms of this Agreement or such other agreements. Borrower hereby acknowledges that Lender has expressly reserved all its legal rights and remedies against the Collateral, including, without limitation of the generality of the foregoing, the right, upon the occurrence and continuation of any other Event of Default under this Agreement, to foreclose upon this Agreement, and/or to receive the proceeds from the Collateral and otherwise to enforce any other right or remedy against the Collateral under this Agreement.

(b) Nothing in Section 3.5(a) shall release Borrower from personal liability, or constitute a covenant not to sue Borrower, for any breach by it of any representations, warranties or covenants of Borrower contained in Article 5 hereof.

(c) The fact that any provision of this Agreement or any other Operative Document is expressly made subject to this Section 3.5 shall in no way limit the application of this Section 3.5 to any other provision of this Agreement or any other Operative Document.

SECTION 3.6 Prepayments.

(a) The Loan shall be prepaid as follows:

(i) **Mandatory Prepayments for a Casualty Occurrence.** The Loan shall be prepaid, in part, upon a Casualty Occurrence with respect to any Unit. Such prepayment shall be made in an amount equal to the Casualty Value under the Lease at the time of the Casualty Occurrence. Such prepayment shall be made simultaneously with corresponding payments under the Lease in accordance with Section 12 of the Lease on the date for payment by Lessee of the amounts payable by it in respect of such Casualty Occurrence.

Upon such prepayment pursuant to this Section 3.6(a)(i), future installments due under the Promissory Note shall be reduced to an amount equal to the modified Extension Rent due under the Lease pursuant to Section 7 thereof as a result of such Casualty

Occurrence. Upon the Borrower's compliance with the foregoing provisions, the Lender will, upon Borrower's request, if no Default or Event of Default has occurred and is continuing, execute and deliver to Borrower such instruments as shall be necessary to release each such Unit from the lien and security interest of this Agreement (without recourse to, or representation or warranty by, the Lender).

(ii) Mandatory Prepayment in the event of Lessee Option. The Loan shall be prepaid, in whole, upon the exercise by Lessee of its voluntary termination right under Section 7.9 of the Lease (the "Lessee Option"). Such prepayment shall be made in an amount equal to the greater of (i) 101% of the outstanding principal balance under the Promissory Note, plus any and all accrued interest thereunder and (ii) the Make-Whole Amount plus the outstanding principal balance under the Promissory Note, plus any and all accrued interest thereunder. Such prepayment shall be made simultaneously with the corresponding payments under the Lease in accordance with Section 7.9 of the Lease on the date for payment payable by it with respect to such Lessee Option.

(b) Voluntary Prepayments. The Borrower shall be entitled to prepay the Loan in whole at any time after the first anniversary of the Closing Date, provided however, that the Prepayment Amounts shall be paid by Borrower to Lender with respect thereto as well as payment of any other Obligations hereunder.

(c) Certain Notices. Notices by Borrower to Lender of prepayment of a Loan under this Section 3.6 shall be in writing (or by telephone promptly confirmed in writing) and shall be effective only if received by Lender not later than 2:00 p.m. (Cincinnati, Ohio time) five (5) Business Days prior to the date of the relevant prepayment. Each such notice of prepayment shall specify the reason for such prepayment, the amount of such prepayment and the date of such prepayment.

(d) No Other Prepayments. The Promissory Notes shall not be subject to voluntary prepayment except as provided in Section 3.6(b) hereof.

(e) Payment on Non-Business Day. Whenever any payment to be made hereunder is stated to be due on a day that is not a Business Day, such payment shall be made on the immediately succeeding Business Day.

SECTION 3.7 Reimbursement of Expenses. Borrower agrees to reimburse Lender for all out-of-pocket costs and expenses reasonably incurred by Lender (including, without limitation, reasonable fees, expenses and disbursements of counsel to Lender) in connection with any transfer to a successor Borrower.

SECTION 3.8 Increased Costs. If the Lender shall incur increased costs or reductions in the amounts received or receivable under the Operative Documents in respect of the Promissory Note because of any change since the date hereof in any applicable law or government rule, regulation, guideline or order or any interpretation thereof, and including the introduction of a new law or governmental rule, regulation, guideline or order, whether or not having the force of law and whether or not failure to comply therewith would be unlawful, then, in such event, upon the Lender delivering a certificate of a duly authorized officer of the Lender to such effect, the

Borrower shall, within sixty (60) days after demand by the Lender, pay to the Lender such additional amount or amounts (in the form of an increased rate of interest, or a different method of calculating interest, or otherwise, as the Lender shall determine in its sole discretion) as shall be required to compensate the Lender for any such increased costs incurred at any time after the delivery of such certificate. Lender shall provide Borrower with a reasonably detailed explanation of the calculation of any said increased costs and the determination of such additional amount or amounts by the Lender shall be conclusive, final and binding, absent manifest error. Without limiting the foregoing, the Lender hereby agrees that, in making any such determination, it shall treat the Borrower no less favorably than any of its other similarly situated customers. In the event that Borrower elects to prepay the Loan, prior to the payment date for such costs hereunder as a result of any such increased costs, Borrower shall not be obligated to pay any Make-Whole Amount, Prepayment Amount or increased costs with respect to any such prepayment.

ARTICLE 4

APPLICATION OF MONEYS

All moneys received and other amounts realized by Lender pursuant to any Operative Document shall be applied or distributed as follows:

SECTION 4.1 Distribution of Extension Rent. Except to the extent set forth in Section 4.4 hereof, each installment of Extension Rent and any payment in respect of interest on any overdue installment of Extension Rent received by Lender shall be retained by the Lender as part of the Collateral, and applied or distributed on the Payment Date or other date such payment is due (or as soon thereafter as such payment is received by the Lender), to pay in full the aggregate amount of the payment or payments of principal and interest (including any interest on any overdue principal and interest) then due on the Promissory Note.

SECTION 4.2 Distribution of Payments Upon a Casualty Occurrence. Except to the extent set forth in Section ~4.4 or ~4.6 hereof, Lender shall distribute all moneys it receives under the Lease in respect of a Casualty Occurrence with respect to any Unit and any payment it receives directly or through Lessee for the account of Borrower from any insurer, governmental authority or any other Person with respect to a Casualty Occurrence with respect to any Unit (other than Excepted Payments);

(i) so much of such amount as is necessary to reimburse Lender for any expense, or other loss that the Operative Documents require Borrower or Lessee to pay and that they did not pay, relating to the collection or distribution of such amount, shall be distributed to or retained by Lender;

(ii) so much of such amount of prepayment as is required pursuant to Section 3.6(a)(i) hereof, shall be applied by Lender to the outstanding principal balance of the Promissory Note.

SECTION 4.3 Distribution of Payment Upon an Exercise of Lessee Option. Except to the extent set forth in Section ~4.4 or ~4.6 hereof, Lender shall distribute all moneys it receives under the Lease in respect to the Lessee Option;

(i) so much of such amount as is necessary to reimburse Lender for any expense, or other loss that the Operative Documents require Borrower or Lessee to pay and that they did not pay, relating to the collection or distribution of such amount, shall be distributed to or retained by Lender;

(ii) so much of such amount as is required to pay in full the amount due pursuant to Section 3.6(a)(ii) hereof, shall be applied by Lender;

(iii) so much of any other Obligations due and owing to Lender hereunder or under any other Operative Document to the date of distribution (including interest on any overdue payment of principal and, to the extent permitted by law, any overdue payment of interest), shall be distributed to or retained by Lender; and

(iv) the balance, if any, of such payments and amounts remaining thereafter shall be distributed to Borrower.

SECTION 4.4 Distribution of Payments after Declaration of Event of Default.

Lender shall apply all moneys received and amounts realized by it (including any amounts realized by Lender pursuant to the exercise of any of the remedies provided in this Agreement or Section 13 of the Lease) after either the Lease has been declared in default pursuant to Section 13 thereof or the outstanding principal of the Loans has been declared due and payable immediately pursuant to Article 7 hereof and all moneys then held or thereafter received by it under this Agreement or under any Assigned Document, as part of the Collateral, in the following order:

(i) so much of such payments or amounts as is required to pay to Lender all fees and expenses then due and payable, including reasonable attorneys' fees, and to reimburse Lender for any expense, charge, or other loss (including all amounts expended pursuant to Section ~7.11(a) hereof incurred by Lender (to the extent not previously reimbursed) shall be distributed to or retained by Lender in reimbursement thereof;

(ii) so much of such payments or amounts remaining as is required to pay in full the aggregate unpaid principal of the Promissory Note, plus accrued but unpaid interest, and all other Obligations due and owing to Lender hereunder or under any other Operative Document to the date of distribution (including interest on any overdue payment of principal and, to the extent permitted by law, any overdue payment of interest), shall be distributed to or retained by Lender; and

(iii) so much of such payments or amounts remaining shall be distributed to the Borrower.

SECTION 4.5 Distribution of Other Amounts Held by Lender Upon Rent Default.

Except as otherwise provided in Section ~4.4, if as a result of any failure by Lessee to pay any Rent when due or any default by the Borrower in the performance of any of its Obligations hereunder, there is not distributed on any Payment Date the full amount otherwise distributable to Lender pursuant to Section ~4.1 hereof, Lender shall distribute other payments of the character referred to in Section 4.7(a) hereof then held by it or thereafter received by it pursuant

to the Assigned Documents to the extent necessary to make the payments then due to Lender pursuant to Section 4.1 hereof.

SECTION 4.6 Retention of Amounts by Lender. If at the time Lender receives any payment of Rent (whether or not then overdue), or any payment of interest on any overdue Rent, or any payment otherwise distributable pursuant to this Article 4, or is holding any cash collateral pursuant to Section 2.9, a Default exists, Lender (to the extent of such receipts or holdings) shall distribute to Lender amounts owing described in Section 4.1(i) when and as due and retain all remaining funds as part of the Collateral, and at such time as no Default exists, Lender (to the extent of such receipts and holdings) shall distribute such amount as otherwise provided by this Article 4 hereof.

SECTION 4.7 Distribution of Other Payments. (a) When no Default exists, any moneys received by Lender for which provision as to the application thereof is made in any of the Operative Documents but not elsewhere in this Agreement, shall be held or applied to the purpose for which such payment was made in accordance with the terms of such Operative Document.

(b) After payment in full of the principal and interest on the Loan and all other amounts due Lender under the other Operative Documents, as well as any other amounts remaining as part of the Collateral after payment in full of the principal of and interest on the Loans and all other amounts due Lender hereunder and under the other Operative Documents, the remaining balance shall be distributed to Borrower.

SECTION 4.8 Excepted Payments. Anything contained herein to the contrary notwithstanding, any Excepted Payments at any time received by Lender shall promptly be paid over to Borrower or such other Person entitled to such payment.

ARTICLE 5

BORROWER COVENANTS, REPRESENTATIONS AND WARRANTIES

SECTION 5.1 Notice of Default; Furnishing Copies of Documents. If a Responsible Officer of Borrower obtains actual knowledge of a Casualty Occurrence, a Lessee Option or an Event of Default, Borrower shall immediately give, or in any event within five (5) days of obtaining such knowledge, telex, telecopy, telegraphic or telephonic notice (confirmed by written notice sent in the manner provided in Section 11.1 hereof) to Lender, which notice shall set forth in reasonable detail the facts or circumstances known to it with respect to each such Casualty Occurrence, Lessee Option or Event of Default. Borrower shall furnish to Lender promptly upon receipt thereof, a duplicate or copy of all reports, notices, requests, demands, certificates, financial statements and other instruments furnished to it by Lessee under any Operative Document, including, without limitation, a copy of each insurance certificate, report or notice received pursuant to Section 7.7 of the Lease, to the extent the same is not also delivered to Lender pursuant to said Operative Document.

SECTION 5.2 Certain Limitations on Actions of Borrower. Borrower represents, warrants and covenants that it will not, without the prior written consent of Lender, (i) cancel, terminate or surrender (except for the termination of any Assigned Document in accordance with

its terms), amend or modify, or consent to the same in respect of, any Assigned Document, (ii) exercise any election or option, or make any decision or determination, or give any notice, consent, waiver or approval, or take any other action, under or in respect of any Assigned Document, (iii) waive any default under or breach of any Assigned Document, (iv) consent to any prepayment, reduction or discount of Rent under any Assigned Document, (v) retain any payment (other than any Excepted Payment) from, or settle or compromise any claim against, Lessee under any Assigned Document (except in respect of an Excepted Payment), (vi) except as required by Operative Documents, submit or consent to submission to arbitration of any dispute, difference or other matter arising under or in respect of any Assigned Document (except with respect to an Excepted Payment) or (vii) take any action, the taking of which might result in an alteration or impairment of this Agreement, the Promissory Note or any Assigned Document (except in respect of Excepted Payments) or any of the rights or security created or effected hereby or thereby.

SECTION 5.3 Further Assurances; Financing Statements. From time to time, upon the request of Lender, Borrower shall promptly and duly execute and deliver any and all such further instruments and documents as Lender may reasonably deem desirable in obtaining the full benefits of the Lien created or intended to be created hereby and of the rights and powers herein granted. Upon the instructions from time to time of Lender, Borrower shall execute any financing statement (and any continuation statement with respect to any such financing statement), or any other similar document relating to the Liens created hereby, presented to it in proper form for signing as may be specified in such instructions in any jurisdiction specified to Borrower that Lender may reasonably deem necessary or desirable.

SECTION 5.4 Appointment of Lender as Attorney. Borrower hereby unconditionally appoints and constitutes Lender the true and lawful attorney-in-fact of Borrower irrevocably, with full power in the name of Borrower or otherwise, to the exclusion of Borrower to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due and to become due that are part of the Collateral (other than in respect of Excepted Payments) or arise out of or under the Lease or the other Assigned Documents 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 proceeding which Lender deems necessary or advisable in the performance of its duties hereunder, except that Lender shall not commence any legal action in the name of Borrower unless an Event of Default exists.

SECTION 5.5 Additional Representations and Warranties. Borrower represents and warrants to Lender that:

(a) the Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, is duly qualified and is authorized to do business in each jurisdiction where the failure to qualify would have a material adverse effect on Borrower or Borrower's business or financial condition, and has full power and authority to carry on its business as presently conducted and to perform its obligations under the Operative Documents;

(b) the execution, delivery and performance by Borrower of the Operative Documents have been duly authorized by all necessary corporate action on the part of the

Borrower, do not require any shareholder approval, or approval or consent of any trustee or holders of any indebtedness or obligations of the Borrower (except for approval or consent previously obtained) and do not and will not contravene any law, governmental rule, regulation or order binding on the Borrower, or the articles of incorporation or by-laws of the Borrower, or the provisions of, or constitute a default under, or result in the creation of any Lien (other than as Permitted Liens) upon, the property of the Borrower under any indenture, mortgage, deed of trust, conditional sales contract, bank loan or credit agreement, contract or other agreement to which it may be a party or by which its property may be bound;

(c) neither the execution and delivery by the Borrower of the Operative Documents, nor the consummation of any of the transactions by the Borrower contemplated thereby requires the consent or approval of, the giving of notice to, or the registration with, or the taking of any other action in respect of, any governmental authority or agency, including any judicial body or any other person, entity or corporation, except for the registration and filings with the Surface Transportation Board and appropriate UCC filings;

(d) this Agreement has been duly executed and delivered by Borrower and constitutes, and each other Operative Document, constitutes, the legal, valid and binding obligation of Borrower enforceable against Borrower in accordance with the terms hereof and thereof, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights as well as by general principles of equity (whether enforcement is sought in a proceeding in equity or law);

(e) there are no suits or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower in any court or before any regulatory commission, board or other administrative governmental agency, which if determined adversely to Borrower would have a material adverse effect on the financial condition or business of the Borrower or the ability of the Borrower to perform its obligations under the Operative Documents;

(f) Borrower's chief executive office (as that term is used in Section 9-103(3)(d) of the Uniform Commercial Code as in effect in any applicable jurisdiction), and the place where it keeps its corporate records concerning the Equipment, all its interest in, to and under any Operative Document and its contracts relating thereto, are located in its principal offices at Three First National Plaza, Suite 777, Chicago, Illinois, 60602 .

(g) it is not in default, and no condition exists that with notice or lapse of time or both would constitute a default by it, under any mortgage, deed of trust, indenture, security, loan agreement or other instrument or agreement or evidence of any obligation for borrowed money or under any lease or for the deferred purchase price of property, to which it is a part or by which it or any of its properties or assets may be bound, that has or can reasonably be expected to have a material adverse effect on it or on any of the transactions contemplated by the Operative Documents, and it is not in violation of any Applicable Law that has or can reasonably be expected to have a material adverse effect on it or on any of the transactions contemplated hereby;

(h) none of the transactions contemplated by this Agreement (including, without limitation, the use of proceeds of the Loans) will violate or result in a violation of Section 7 of the Securities Exchange Act of 1934, as amended, or any regulations issued pursuant thereto, including, without limitation, Regulations T, U and X of the Federal Reserve Board;

(i) Borrower is not an “investment company” or a company controlled by an “investment company” within the meaning of the Investment Company Act of 1940; and

(j) no Lease Event of Default or to Borrower’s knowledge no Lease Default has occurred and is presently continuing.

SECTION 5.6 Assigned Documents. Borrower shall:

(a) diligently perform and observe all of the express terms, conditions and covenants (if any) of the Assigned Documents required to be performed and observed by it, to the end that all things necessary to keep unimpaired the rights under the Assigned Documents assigned hereby shall be done; and

(b) except as to Excepted Payments, perform its obligations to maintain in full force and effect and not, cancel or terminate or consent to any cancellation, termination or surrender of any of, amend or modify any of, waive any default under or breach of any of, consent to any prepayment or discount of Rent under any of or give any consent, waiver or approval under any of, the Assigned Documents or take any other action in connection with any provision thereof, except as otherwise permitted by Section 5.2 hereof.

ARTICLE 6

EVENTS OF DEFAULT; ACCELERATION OF LOANS

The occurrence of one or more of the following events shall be an “Event of Default” (collectively “Events of Default”), whether such occurrence is voluntary or involuntary, or comes about or is effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body or otherwise:

SECTION 6.1 Principal and Interest Defaults. Borrower fails to make any payment of the principal of, or interest on, the Loan or the Promissory Note when due (whether at maturity or on a date fixed for any installment payment of principal and/or interest or a date fixed for any prepayment or by acceleration, declaration, demand or otherwise) and the same is not paid within the later of (i) three (3) days after Borrower receives notice from Lender of such failure of payment or (ii) ten (10) days from the due date of such payment.

SECTION 6.2 Other Payment Defaults. Borrower defaults in the due and punctual payment of any fee or other amount (other than principal of or interest on the Loan) payable by Borrower hereunder and the same is not paid within ten (10) days after receipt of written notice from Lender with respect thereto.

SECTION 6.3 Certain Covenant Defaults. Borrower defaults in the due performance or observance by it of any of the terms of Sections ~2.6, ~2.9, or ~5.2 hereof.

SECTION 6.4 Other Covenant Defaults. Borrower defaults in the due performance or observance of any term of this Agreement, other than those terms referred to in Section ~6.1, ~6.2 or 6.3 hereof, or any provision of any other Operative Document and such default continues unremedied for at least ten (10) days after Lender gives Borrower written notice of such default or Borrower otherwise becomes aware of such default.

SECTION 6.5 Lease Event of Default. A Lease Event of Default exists, unless, subject to the provisions of this Section 6.5, such Lease Event of Default is a result of Lessee's failure to pay Extension Rent provided that Borrower cures the same within five (5) days of such Lease Event of Default. Notwithstanding anything herein to the contrary, Borrower may exercise its right to cure such Lease Event of Default as provided herein a maximum of one (1) time during the term of the Loan.

SECTION 6.6 Representation or Warranty False. Any representation or warranty made by Borrower herein (or any certificate issued confirming any such representation or warranty) proves to have been false or incorrect in any material respect on the date as of which made and, if reasonably curable, as determined by Lender in its sole discretion, remains so for more than fifteen (15) days after Lender gives Borrower written notice thereof.

SECTION 6.7 Appointment of Receiver, etc. Borrower consents to the appointment of, or the taking of possession by, a receiver, trustee, custodian or liquidator of itself or of a substantial part of its property, or Borrower makes a general assignment for the benefit of creditors.

SECTION 6.8 Bankruptcy Petition. Borrower files a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any applicable bankruptcy or insolvency laws (as now or hereafter in effect) or an answer admitting the material allegations of a petition filed against such Person in any such proceeding, or Borrower by voluntary petition, answers or consents, or seeks relief under the provision of any now existing or future bankruptcy, insolvency or other similar law providing for the liquidation, reorganization or winding up of corporations, or providing for an agreement, composition, extension or adjustment with its creditors.

SECTION 6.9 Certain Court Orders. A receiver, trustee, liquidator or custodian of Borrower or of a substantial part of the property of any such Person is appointed by court order and such order remains in effect for more than sixty (60) calendar days; or any substantial part of the property of Borrower is sequestered by court order and such order remains in effect for more than sixty (60) calendar days; or a petition is filed against Borrower under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within sixty (60) calendar days after such filing.

ARTICLE 7

REMEDIES, ETC.

SECTION 7.1 Action Upon Event of Default. If an Event of Default exists, Lender may declare the principal of all Loans immediately due and payable by giving notice to Borrower (except that in the case of Events of Default under Sections ~6.7, ~6.8 and ~6.9 the principal of all Loans shall be deemed to have become automatically due and payable) and upon such acceleration, such principal and accrued interest thereon shall become due and payable immediately without further act or notice of any kind. Upon such acceleration, Lender, as assignee hereunder of the Assigned Documents or as mortgagee and secured party hereunder, or otherwise, may exercise any or all the rights and powers and pursue any or all of the remedies permitted by this Article ~7; provided, however, that nothing in this Agreement shall permit or require Lender to take any action contrary to, or disturb, Lessee's rights under the Lease, except in accordance with the provisions of the Lease.

SECTION 7.2 Legal Proceedings. If any one or more Events of Default exists, Lender, subject to the proviso of last sentence of Section ~7.1 hereof, may proceed to protect and enforce the rights of Lender by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law.

SECTION 7.3 Costs of Collection. Borrower agrees to pay to Lender all reasonable out-of-pocket costs and expenses which shall be incurred or sustained by Lender or any of its directors, officers, employees or agents after the occurrence and during the continuance of an Event of Default as a consequence of, on account of, in relation to or any way in connection with the exercise, protection or enforcement (whether or not suit is instituted) of any of Lender's rights, remedies, powers or privileges under this Agreement, the Promissory Note or any of the Assigned Documents, or in connection with any litigation, proceeding or dispute in any respect related to any of the relationships under, this Agreement, the Promissory Note or any of the Assigned Documents (including, but not limited to, all of the reasonable fees and disbursements of consultants, legal advisers, accountants, experts and agents for Lender, the reasonable travel and living expenses away from home of employees, consultants, experts or agents of Lender, and the reasonable fees of agents, consultants and experts not in the full-time employ of Lender for services rendered on behalf of Lender).

SECTION 7.4 No Waiver. Neither failure nor delay on the part of Lender to exercise any right, remedy, power or privilege provided for herein or in the Promissory Note or by statute or at law or in equity or otherwise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

SECTION 7.5 Foreclosure; Power of Sale. If any Event of Default occurs and the Promissory Note is accelerated pursuant to Section ~7.1 hereof, subject to the proviso contained in the last sentence of Section ~7.1 hereof, Lender may, at its option, at any time:

(a) proceed at law or in equity or otherwise to enforce the payment of the Loan at the time outstanding in accordance with the terms hereof and of the Promissory Note and, if the outstanding principal amount of the Loan becomes due and payable immediately pursuant to Article 7 hereof (or if the final installment of the Loan is not paid when due), to

foreclose the Lien of this Agreement in one or more proceedings or, to the extent permitted by law, in one or more public or private, judicial or nonjudicial sales of all or part of the Collateral, or any interest therein or proceed to take either of such actions; or

(b) sell, assign, transfer and deliver the whole or, from time to time, any part of the Collateral or any interest in any part thereof, at a private sale or public auction, with or without demand, advertisement or notice (except as expressly provided for below in this Section 7.5), for cash or credit or for other property, for immediate or future delivery, and for such price or prices and on such terms as Lender in its sole discretion may determine, or as may be required by law. Lender shall give Borrower at least ten (10) days' written notice (which Borrower agrees is reasonable notification within the meaning of Section 9-504(3) of the Ohio Uniform Commercial Code) of any public or private sale. The notice in case of public sale shall state the time and place fixed for such sale. Any such public sale shall be held at such time or times within ordinary business hours as Lender shall fix in the notice of sale. At any such sale the Collateral may be sold in one lot as an entirety or in separate parcels. Lender shall not be obligated to make any sale pursuant to any such notice. Lender may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for such sale, and any such sale may be made at any time or place to which the same may be so adjourned without further notice or publication. It is understood and agreed that Lender may exercise any right of sale of the Equipment or any part of the Collateral available to it, even though it shall not have taken possession of the Equipment, or any part thereof, and shall not have possession at the time of such sale.

SECTION 7.6 Lender Authorized to Execute Bills of Sale, etc. Borrower hereby unconditionally and irrevocably appoints Lender as its true and lawful attorney-in-fact, to the extent permitted by applicable law, in its name and stead and on its behalf, for the purpose of effectuating any sale, assignment, transfer or delivery hereunder, if an Event of Default exists, whether pursuant to foreclosure, sale or otherwise, to execute and deliver all such deeds, bills of sale, assignments, releases (including, without limitation, releases of the Lease on the records of the Surface Transportation Board) and other proper instruments as Lender may reasonably consider necessary or appropriate, all without representation or warranty (express or implied) by Borrower (except as to the absence of Lessor Liens), with full power of substitution, Borrower hereby ratifying and confirming all that such attorneys or any substitute shall lawfully do by virtue hereof. If so requested by Lender or purchaser, Borrower shall ratify and confirm any such lawful sale, assignment, transfer or delivery by executing and delivering to Lender or such purchaser, without representation or warranty (express or implied) by Borrower (except as to the absence of Lessor Liens), and without recourse, all deeds, bills of sale, assignments, releases and other proper instruments to effect such ratification and confirmation as may be designated in any such request.

SECTION 7.7 Purchase of Collateral by Lender. Lender may be a purchaser of the Collateral or of any part thereof or of any interest therein at any sale thereof, whether pursuant to foreclosure, sale or otherwise hereunder, and may apply upon the purchase price the indebtedness secured hereby owing to such purchaser, to the extent of such purchaser's distributive share of the purchase price. Any such purchaser shall, upon any such purchase, acquire title to the properties so purchased, free of the Lien of this Agreement.

SECTION 7.8 Receipt a Sufficient Discharge to Purchaser. Upon any sale of the Collateral or any part thereof or any interest therein, whether pursuant to foreclosure, sale or otherwise hereunder, the receipt of the officer making the sale under judicial proceedings or of Lender shall be sufficient discharge to the purchaser for the purchase money, and the purchaser shall not be obliged to see to the application thereof.

SECTION 7.9 Application of Proceeds of Sale. The proceeds of any sale of the Collateral or any part thereof or any interest therein, whether pursuant to foreclosure, sale or otherwise, together with any moneys at the time held by Lender as part of the Collateral, shall be applied in the order of priority set forth in Section ~4.4.

SECTION 7.10 Appointment of Receiver. If an Event of Default exists, Lender shall, to the extent permitted by law, but subject to the proviso contained in the last sentence of Section ~7.1, be entitled to the appointment of a receiver for all or any part of the Collateral, whether such receivership be incidental to a proposed sale of the Collateral or otherwise. Borrower hereby consents to the appointment of such receiver and agrees not to oppose any such appointment.

SECTION 7.11 Possession, Management and Income. If an Event of Default exists, Lender may, subject to the proviso contained in the last sentence of Section ~7.1, take possession of the Collateral or any part thereof without judicial process, by summary proceedings, or otherwise, and may remove Borrower and all other Persons claiming under or through Borrower and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof. At the request of Lender, Borrower shall promptly execute and deliver to Lender such instruments of title and other documents, all without representation or warranty (express or implied) by Borrower (except as to the absence of Lessor Liens), as Lender may deem necessary or advisable to enable Lender or an agent or representative designated by Lender, at such time or times and place or places as Lender may specify, to obtain possession of all or any part of the Collateral. If Borrower fails for any reason to execute and deliver such instruments and documents after such demand by Lender, Lender may obtain a judgment conferring on Lender the right to immediate possession and requiring Borrower to deliver such instruments and documents to Lender, to the entry of which judgment Borrower specifically consents. Except as expressly provided in any Operative Document, Lender shall be under no liability for or by reason of any such taking of possession, removal or holding, operation or management, except that any amounts so received by Lender shall be applied to pay:

(a) all costs and expenses of so taking possession of, holding, operating, maintaining and managing the Collateral or any part thereof, all other reasonable fees and expenses of Lender hereunder, and any taxes, assessments or other charges, prior to the Lien of this Agreement that Lender may consider it necessary or desirable to pay; and

(b) thereafter as provided in the order of priority set forth in Section ~4.4.

Upon every such taking of possession, the Lender may, from time to time, at the expense of the Collateral, make all such expenditures for maintenance, use, operation, storage, insurance, leasing, control, management, disposition, modifications or alterations to and of the Collateral, as

it may deem proper. In each such case, the Lender shall have the right to maintain, use, operate, store, insure, lease, control, manage, dispose of, modify or alter the Collateral and to carry on the business and to exercise all rights and powers of the Borrower relating to the Collateral, as the Lender shall deem best, including the right to enter into any and all such agreements with respect to the maintenance, use, operation, storage, insurance, leasing, control, management, disposition, modification or alteration of the Collateral or any part thereof as the Lender may determine and the Lender shall be entitled to collect and receive directly all tolls, rents (including Rent), revenues, issues, income, products and profits of the Collateral and every part thereof, except Excepted Payments, without prejudice, however, to the right of Lender under any provisions of this Agreement to collect and receive all cash held by, or required to be deposited with, the Lender hereunder. Such tolls, rents (including Rent) revenues, issues, income, products and profits shall be applied to pay the expenses of maintenance, use, operation, storage, insurance, leasing, control, management, disposition, modification or alteration of the Collateral or any part thereof, and of conducting the business thereof, and to make all payments which the Lender may be required or may elect to make, if any, for taxes, assessments, insurance or other proper charges upon the Collateral or any part thereof, and all other payments which the Lender may be required or authorized to make under any provision of this Agreement, as well as a reasonable compensation for the services of the Lender, and of all persons engaged and employed by the Lender with respect hereto.

SECTION 7.12 Right of Lender to Perform Covenants, etc. If Borrower fails to make any payment or perform any act required to be made or performed hereunder or under any Assigned Document by it and not by Lessee under any Assigned Document or if Borrower fails to release any Lien affecting the Collateral that it is required to release under this Agreement, Lender, without notice to or demand upon Borrower and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Borrower and may take all such action with respect thereto as, in Lender's opinion, may be necessary or appropriate therefor. All sums so paid by Lender and all costs and expenses (including, without limitation, reasonable legal fees and expenses, including without limitation the allocated time charges of Lender's or any Lender's internal counsel) so incurred, together with interest thereon at the Default Rate from the date of payment or occurrence to the date paid by Borrower, shall constitute additional indebtedness secured by this Agreement and shall be paid by Borrower to Lender.

SECTION 7.13 Remedies, etc., Cumulative.

(a) Each right, power and remedy of Lender provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise (all of which rights, powers and remedies are hereby granted to Lender and assented to by Borrower) shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise of any such right, power or remedy with respect to any part of the Collateral, shall not preclude the simultaneous or later exercise by

Lender of any or all such other rights, power or remedies, or the simultaneous or later exercise by Lender of any such right, power or remedy with respect to any other part of the Collateral.

(b) Notwithstanding anything to the contrary herein or in any other Operative Document, provided that the Lease is in effect and no Event of Default has occurred and is continuing thereunder:

(i) Lessee's right to use and operate the Equipment and Lessee's other rights arising out of the Lease shall not be affected or disturbed by Lender in the exercise of any of its rights or remedies under this Agreement. Further, Lessee shall not be named as a party defendant in any foreclosure of the Collateral nor in any other way be deprived of its rights under the Lease.

(ii) In the event that Lender or any other person acquires title or beneficial ownership of the Equipment pursuant to the exercise of any right or remedy provided for in this Agreement or otherwise, the Lease shall not be terminated or affected by such proceeding. Lender agrees that any sale of the Equipment as a result of the exercise of any rights and remedies under this Agreement shall be made subject to the Lease, and the Lease shall continue in full force and effect.

ARTICLE 8

INDEMNIFICATION

Subject to Section 3.5 hereof, Borrower hereby agrees to assume liability for, and does hereby indemnify, protect, save and keep harmless Lender, and its successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, taxes (excluding any income or gross receipts taxes payable by Lender on or measured by the net income or gross receipts of Lender for interest or any other amounts payable to it under this Agreement or the Promissory Notes), claims, actions, suits, costs, expenses or disbursements (including reasonable legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against Lender (whether or not also indemnified against by any other person under any other document) in any way relating to or arising out of this Agreement or any other Operative Document to which it is a party or the enforcement of any of the terms of any thereof, or in any way relating to or arising out of the manufacture, purchase, acceptance, non-acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of the Equipment including, without limitation, latent or other defects, whether or not discoverable, and any claim for patent, trademark or copyright infringement), or in any way relating to or arising out of the administration of the Collateral or the action or inaction of Lender hereunder, except only in the case of willful misconduct or gross negligence of Lender or any breach by Lender of its duties hereunder or a breach by Lender of the terms of an Operative Document or in the event Lender fails to maintain a perfected security in the collateral. Without limiting the foregoing, Lender agrees that, prior to seeking indemnification from the Collateral, it will demand, and take such action as it may in its discretion determine to be reasonable to pursue, indemnification available to Lender from the Lessee under the Lease.

ARTICLE 9

TERMINATION OF AGREEMENT

This Agreement and the Lien created hereby shall terminate and this Agreement shall be of no further force or effect upon the earlier of (i) the receipt of payment in full of the principal of and interest on the Loan, and all other amounts payable to Lender under the Promissory Note and under any other Operative Document, and (ii) the final distribution by Lender of all moneys or other property or proceeds constituting the Collateral in accordance with the terms of Article ~4 hereof.

Upon the payment and performance of all Obligations and termination of this Agreement, Lender shall promptly execute and deliver to Borrower, Lessee and all insurers issuing policies hereunder naming Lender as a loss payee, Lender's Release Notice and such other releases, notices or other documents as the other party may reasonably request for the purpose of evidencing such termination.

ARTICLE 10

ADDITIONAL SECURITY; WAIVERS

Without notice to or consent of Borrower, and without impairment of the Lien and rights created by this Agreement, Lender may accept (but Borrower shall not be obligated to furnish or cause to be furnished) additional security for the Loans at the time outstanding. Neither the execution of this Agreement nor the acceptance of any such additional security nor the invalidity or ineffectiveness of any security shall prevent Lender from resorting first to such additional security or first to the security created by this Agreement, in either case without affecting Lender's Lien and rights under this Agreement. Borrower agrees that its obligations hereunder are not subject to counterclaim, setoff, deduction, abatement, or recoupment.

ARTICLE 11

MISCELLANEOUS

SECTION 11.1 Notices, Etc.

All notices and other communications hereunder shall be in writing, shall become effective when delivered to the addressee, and may be transmitted by (i) certified mail (return receipt requested), (ii) telegram or telecopier, or (iii) overnight courier service, or other commercially reasonable and customary means (and in the case of (iii), providing signed acknowledgment of receipt), addressed, if to Borrower or Lender, at the address for notices and communications listed in Annex I hereto or at such other address as Borrower or Lender shall have furnished to each other in writing.

SECTION 11.2 Transactional Expenses.

The Borrower agrees, whether or not the transactions contemplated by this Agreement shall be consummated, to pay or reimburse the Lender, up to the maximum amount of Sixteen

Thousand and 00/100 Dollars (\$16,000.00), for all costs and expenses incurred by the Lender in connection with the preparation, administration, amendment, assignment or modification of this Agreement and the other Operative Documents and the perfection of security interests in the Collateral and all acts in connection therewith, including without limitation the reasonable fees and out-of-pocket expenses of Keating, Muething & Klekamp, counsel for the Lender, with respect thereto and of any other counsel, who may be retained by said counsel with respect thereto.

SECTION 11.3 Applicable Law; Governing Law.

All rights, powers and remedies provided herein may be exercised only to the extent the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so they will not render this Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law, and the validity of other terms of this Agreement or any other application of such term shall in no way be affected thereby. Where, however, the provisions of such applicable law may be waived, they are hereby waived by Borrower, to the full extent permitted by law, to the end that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms. This Agreement shall be construed and enforced in accordance with and governed by the law of Ohio applicable to contracts made and to be performed entirely within such State without reference to conflict of laws principles.

SECTION 11.4 Jurisdiction and Venue.

Borrower hereby designates all courts of record sitting in Cincinnati, Ohio, both state and federal, as forums where any action, suit or proceeding in respect of or arising out of this Agreement, the Promissory Note or the transactions contemplated by this Agreement may be prosecuted and by the foregoing designations Borrower consents to the jurisdiction and venue of such courts. Borrower waives any and all rights under the laws of any other state to object to jurisdiction within the State of Ohio for the purposes of litigation to enforce such Obligations of Borrower. In the event such litigation is commenced, Borrower irrevocably agrees that service of process may be made and personal jurisdiction over Borrower obtained by service of a copy of the summons, complaint and other pleadings required to commence such litigation upon Borrower at its address set forth in Annex I.

SECTION 11.5 Waiver of Jury Trial.

AS A SPECIFICALLY BARGAINED INDUCEMENT FOR LENDER TO EXTEND CREDIT TO BORROWER, AND AFTER HAVING THE OPPORTUNITY TO CONSULT COUNSEL, BORROWER AND LENDER HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO THIS AGREEMENT OR ARISING IN ANY WAY FROM THIS AGREEMENT, THE PROMISSORY NOTE OR THE OBLIGATIONS.

SECTION 11.6 **Severability.** Any provision of this Agreement prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or any provision in any other Operative Document, and any such prohibition or unenforceability in any

jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The provisions of this Agreement shall remain valid and enforceable notwithstanding the invalidity, unenforceability, impossibility or illegality of performance of any other Operative Document.

SECTION 11.7 Successors, etc. This Agreement shall be binding upon Borrower and its successors and assigns, and all Persons claiming under or through it and their successors or assigns, and shall inure to the benefit of and be enforceable by Lender and its successors and assigns. Borrower shall not transfer, convey or assign any of its interest in any of the Operative Documents without the prior written consent of Lender. Any request, notice, direction, consent, waiver or other instrument or action by (or which, pursuant to the terms hereof, is made on behalf of) Lender shall bind the successors and assigns of Lender and any request, notice, direction, consent, waiver or other instrument or action by Borrower shall bind the successors and assigns of Borrower. The headings in this Agreement are for purposes of reference only and shall not limit or define the meaning hereof.

SECTION 11.8 Lender Transfers. Lender may grant participations in the Promissory Note or freely assign the Promissory Note to other Persons provided, however, that no such grant or assignment shall result in any greater obligation or liability of Borrower hereunder.

SECTION 11.9 Amendments. Any provision of this Agreement may be modified or waived by an instrument or instruments in writing signed by Borrower and Lender.

SECTION 11.10 Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an original, and all of which, taken together, shall constitute one and the same agreement.

(Remainder of page intentionally left blank. Signature page to follow.)

IN WITNESS WHEREOF, Borrower and Lender have executed this Loan and Security Agreement as of the date first written above.

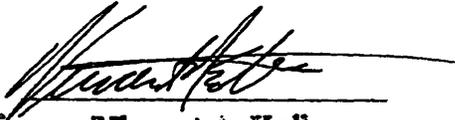
THE PROVIDENT BANK,
as Lender



By: 
Name: Darla L. Townsend
Title: Vice President

RESIDUAL BASED FINANCE
CORPORATION,
as Borrower



By: 
Name: Vincent A. Kolber
Title: President

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 7th day of June, 2000 by Darla L. Townsend as Vice President of The Provident Bank, an Ohio banking corporation, on behalf of said Bank.

Jill V. McIntosh
Notary Public

1048856



JILL VALITON McINTOSH
Notary Public - State of Ohio
Commission has no expiration
Section 147.03 R.C.

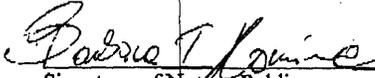
State of Illinois

)ss:

County of Cook



On this 6th day of June, 2000, before me, personally appeared Vincent A. Kolber, to me personally known, who being by me duly sworn, says that he is the President of Residual Based Finance Corporation and that said instrument was signed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Signature of Notary Public

[Seal]

My commission expires 09-10-06

Subscribed and sworn to me this 6th day of June, 2000.

ANNEX I
TO

LOAN AND SECURITY AGREEMENT

ADDRESSES FOR NOTICES

BORROWER:

Residual Based Finance Corporation

Suite 777

Three First National Plaza

Chicago, Illinois 60602

Attn: Vincent A. Kolber

Facsimile: (312) 726-3690

LENDER:

The Provident Bank

One East Fourth Street

Mail Location 215A

Cincinnati, Ohio 45202

Attention: Darla L. Townsend

Facsimile: (513) 639-4794

EXHIBIT A
PROMISSORY NOTE

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE
SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE
TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF
EXCEPT WHILE SUCH A REGISTRATION IS IN EFFECT
OR PURSUANT TO AN EXEMPTION FROM REGISTRATION
UNDER SAID ACT

\$6,358,125.10 June 7, 2000

FOR VALUE RECEIVED, RESIDUAL BASED FINANCE CORPORATION, a Illinois corporation (“Borrower”), hereby promises to pay to THE PROVIDENT BANK (“Lender”), or registered assigns, the principal amount of Six Million Three Hundred Fifty-Eight Thousand One Hundred Twenty-Five and 10/100 Dollars (\$6,358,125.10) (the “Original Amount”) together with interest on the amount of such principal amount remaining unpaid from time to time from the date hereof until paid in full, at the Interest Rate. The Original Amount of this Promissory Note shall be payable in (i) fifteen (15) semiannual installments of principal and interest in the amount of Four Hundred Fifty-One Thousand One Hundred Eighty-Eight and 00/100 Dollars (\$451,188.00) on the Payment Dates and (ii) a lump sum payment of principal and interest in the amount of Two Million Six Hundred Fifty-Six and 00/100 Dollars (\$2,656,000.00) on the Loan Maturity Date, unless otherwise adjusted pursuant to Section 3.6 of the Security Agreement in the event of a Casualty Occurrence. Accrued but unpaid interest on the unpaid principal amount of this Promissory Note shall be due and payable on each Payment Date. Notwithstanding the foregoing, the final payment made on this Promissory Note shall be due and payable on the Loan Maturity Date, and shall be in an amount sufficient to discharge in full the unpaid Original Amount and all accrued and unpaid interest on, and any other amounts due under, this Promissory Note. Both principal and interest are payable in lawful money of the United States of America in immediately available funds at the Lender’s Office, or as otherwise provided in the Security Agreement (as hereinafter defined). Each such payment shall be made on the date such payment is due and without any presentment or surrender of this Promissory Note, except that in the case of any final payment with respect to this Promissory Note, the Promissory Note shall be surrendered promptly thereafter by the Lender to the Borrower for cancellation.

This Promissory Note is entitled to the Collateral and other benefits of, the Loan and Security Agreement dated as of the date hereof (the “Security Agreement”; capitalized terms used and not otherwise defined herein shall have the respective meanings assigned thereto in the Security Agreement), between Borrower and The Provident Bank. The provisions of this Promissory Note are subject to the Security Agreement. Reference is hereby made to the Security Agreement for a complete statement of the rights and obligations of the holder of, and the nature and extent of the security for, this Promissory Note and the rights and obligations of the holders of, and the nature and extent of the security for, any other Promissory Note executed

and delivered under the Security Agreement, as well as for a statement of the terms and conditions of the trust created by the Security Agreement, to all of which terms and conditions in the Security Agreement each holder hereof agrees by its acceptance of this Promissory Note.

As provided in the Security Agreement and subject to certain limitations therein set forth, this Promissory Note is exchangeable for a like aggregate Original Amount of Promissory Notes of different authorized denominations, as requested by the holder surrendering the same.

This Promissory Note is subject to prepayment as provided in Section 3.6 of the Security Agreement but not otherwise.

Except as otherwise provided in Section 3.5 of the Security Agreement, all payments, including payments of principal and interest, to be made by Borrower hereunder or under the Security Agreement, shall be made only from the income and proceeds from the Collateral (as defined in the Security Agreement) and only to the extent that Borrower shall at any time and from time to time have received sufficient income or proceeds from the Collateral to make such payments in accordance with the terms of the Security Agreement; and Borrower shall not have any personal liability for any amounts payable hereunder; provided, however, that nothing contained in this paragraph shall be construed to limit the exercise and enforcement of Lender's rights in and remedies with respect to the Collateral in accordance with the terms of the Security Agreement.

This Promissory Note shall bear interest, payable on demand, at the Default Rate on overdue principal, premium, if any, and (to the extent permitted by applicable law) on overdue interest and any other amounts payable hereunder which are overdue.

Borrower waives presentment, protest, demand, and notice of protest, demand, dishonor and nonpayment of this Promissory Note and agrees to pay all costs of collection when incurred, including legal fees and expenses, as set forth in Section 7.3 of the Security Agreement.

THIS PROMISSORY NOTE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF OHIO APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

RESIDUAL BASED FINANCE CORPORATION, an Illinois corporation

By: _____
Name: _____
Title: _____

CERTIFICATION

I, Robert W. Alford, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

12/10/02



Robert W. Alford