



The David J. Joseph Company

February 10, 2004

Mr. Vernon Williams
Recordations Unit
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20006-0001

RECORDATION NO. 22686-R FILED

FEB 11 '04 2-19 PM

SURFACE TRANSPORTATION BOARD



Dear Mr. Williams:

Please find enclosed, one (1) original and one (1) copy of the Security Agreement dated December 16, 2003, between the following parties:

Debtor: Joseph Leasing Ltd.
300 Pike Street
Cincinnati, OH 45202

Secured Party: US Bank National Association
13010 SW 68th Parkway
Portland, OR 97223

Please see Schedule A for the equipment involved in this transaction.

This filing is to appear in the index as follows: Security Agreement dated December 16, 2003.

Please file this as a secondary document under Recordation No. 22686-R as it relates to documents previously filed with the Surface Transportation Board under Recordation Numbers 22686 through 22686-Q.

The filing fee for this document in the amount of \$30.00 is included on the enclosed Check No. 1153. Please return a stamped original to my attention.

Should you have any questions or need further information, please do not hesitate to contact me at (513) 621-8770, ext. 4239.

Sincerely,

The David J. Joseph Company

Julie M. Woodard
Documentation Coordinator

Enclosures

CERTIFICATE

The undersigned, Julie M. Woodard, notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document.

Julie M Woodard
Notary Public



JULIE M. WOODARD
Notary Public, State of Ohio
My Commission Expires
September 24, 2007

RECORDATION NO. 22686-R FILED

FEB 11 '04 2-19 PM

SURFACE TRANSPORTATION BOARD

SECURITY AGREEMENT

AMENDED AND RESTATED SECURITY AGREEMENT, dated as of December 16, 2003 (this "Security Agreement") by and between **JOSEPH LEASING LTD.**, an Ohio limited liability company ("Borrower"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association formerly known as Firststar Bank, N.A. ("Bank"), pursuant to that certain Revolving Credit and Term Loan Agreement, by and between Borrower and Bank, and dated as of December 29, 1999, as amended and restated pursuant to that certain Amended and Restated Credit Agreement dated as of December 16, 2003 (as further amended and in effect from time to time, the "Credit Agreement").

Section 1. DEFINITIONS

1.1 The following terms shall have the meanings herein specified unless the context otherwise requires. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Credit Agreement. All terms defined in the UCC (as hereinafter defined) and used herein shall have the same definitions herein as specified therein. Defined terms in this Security Agreement shall include in the singular number the plural and in the plural number the singular.

AAR. The Association of American Railroads.

AAR Value. With respect to any Railcar, the settlement value of such Railcar as determined in accordance with Rule 107 -- Damaged and/or Destroyed Cars (or any successor rule) of the AAR as published in the most recent edition of the Field Manual of the AAR. Interchange Rules (or a successor publication).

Collateral. As defined in Section 2 hereof.

Credit Agreement. As defined in the preamble hereof.

Event of Default. As defined in Section 8.1 of the Credit Agreement.

ICA. The Interstate Commerce Act, as amended, and the regulations and rulings promulgated thereunder or any successor statute thereto.

Lease. Any lease, master lease, sublease, chattel paper, installment sales agreement or rental agreement (including progress payment authorizations), including any and all schedules, supplements and amendments thereto and modifications thereof.

Lease Proceeds. As defined in Section 2.3 hereof.

Obligations. All indebtedness, obligations and liabilities of Borrower to Bank, individually or collectively, existing on the date of the Credit Agreement or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, arising under the Credit Agreement or any of the other Loan Documents

or in respect of the any of the Loans made or any of the promissory notes issued thereunder or arising or incurred in connection with any agreement or instruments executed in connection therewith, or other instruments at any time evidencing any thereof.

Permitted Lien. As defined in the Credit Agreement.

Security Agreement. This Security Agreement as specified in the first paragraph hereof.

UCC. The Uniform Commercial Code as in effect in the State of Ohio, as amended.

Section 2. GRANT OF SECURITY INTEREST

2.1 Collateral Granted. Borrower in order to secure the due payment and performance in full of the Obligations, does hereby collaterally assign, mortgage, pledge, hypothecate, transfer and set over to Bank and grant Bank a first priority lien (except as noted herein or in the Credit Agreement) on and security interest in all of Borrower's right, title and interest in and to the assets, properties, rights, interests and privileges described in Sections 2.2, 2.3, 2.4, 2.5 and 2.6 hereof, whether now owned or existing or hereafter acquired or arising and wheresoever located, and all proceeds and products thereof (all of which, including all proceeds and products thereof, cash or non-cash are hereinafter collectively referred to as the "Collateral").

2.2 Railcars. The Collateral includes all Railcars which are described on Schedule A attached hereto (as may be supplemented from time to time pursuant to a Security Documents Supplement) (the "Railcars"), together with all accessories, equipment, parts and appurtenances appertaining or attached to such Railcars, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to or proceeds of any and all of said Collateral, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom.

2.3 Leases.

(a) The Collateral also includes, all right, title, interest, claims and demands of Borrower in, to and under each and every Lease, including, but not limited to, the Leases which are more particularly described on Schedule A attached hereto (as may be supplemented from time to time pursuant to a Security Documents Supplement), including, without limitation, per diem Leases, whether now existing or hereafter entered into, including any and all renewals, extensions, modifications, substitutions and replacements of every Lease, all of Borrower's rights under any Lease to receive all monies due or to become due thereunder (whether as contractual obligations, damages, casualty payments, insurance proceeds or otherwise) (the "Lease Proceeds"), to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval together with full power and authority with respect to any Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of the Leases, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which (in the opinion of Bank) may be necessary or advisable in connection with any of the foregoing.

(b) It is expressly agreed that anything herein contained to the contrary notwithstanding, Borrower shall remain liable under the Leases to perform all of the obligations assumed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof, and neither Bank nor its successors, assigns and

participants shall have any obligation or liability under the Leases by reason of or arising out of the assignment hereunder, nor shall Bank and its successors, assigns and participants be required or obligated in any manner to perform or fulfill any obligations of Borrower under or pursuant to the Leases or, except as herein expressly provided, to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim, or take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(c) Bank shall be entitled to collect and receive the Lease Proceeds upon the occurrence of and during the continuance of an Event of Default.

2.4 Contract Rights. Collateral also includes all rights of warranty, indemnity and other contract rights related to the Railcars and the Leases (including, without limitation, the Management Agreement).

2.5 Lockbox Account, Operating Account, and Collateral Account. Collateral also includes the Lockbox Account, the Operating Account, and the Collateral Account, all amounts from time to time on deposit therein and all investments made with the proceeds thereof and all interest earned thereon. Concurrently with the execution and delivery hereof, Borrower shall establish the Collateral Account with Bank, into which the Net Sale Proceeds from the sale of the Collateral shall be deposited by Borrower, for application to prepay the Loans, with such amount being applied in accordance with §3.5 of the Credit Agreement. The Collateral Account shall not bear interest, shall be in the name of Bank and Bank shall have sole dominion and control of each such account. At such time as any obligation shall become payable by Borrower or, if an Event of Default under the Loan Agreement shall have occurred and be continuing, at any time in Bank's election, Bank shall apply all or any part of the funds on deposit in the Lockbox Account, the Operating Account, and/or the Collateral Account to the obligations owed to Bank by Borrower, the order and method of such application to be in the sole discretion of Bank.

2.6 Other Assets. The Collateral shall also include, all personal and fixture property of every kind and nature including without limitation all furniture, fixtures, equipment, raw materials, inventory, other goods, accounts, contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, commercial tort claims, chattel paper, documents, instruments, securities and other investment property, deposit accounts, letter of credit rights and all general intangibles including, without limitation, all tax refund claims, license fees, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, rights to sue and recover for past infringement of patents, trademarks and copyrights, computer programs, computer software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which Borrower possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or property possessed by others, use or have authority to possess or use property (whether tangible or intangible) of Borrower, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics.

2.7 Delivery of Instruments, etc.

(a) Pursuant to the terms hereof, Borrower has endorsed, assigned and delivered to Bank all negotiable or non-negotiable instruments (including certificated securities) and chattel paper pledged by it hereunder, together with instruments of transfer or assignment duly executed in blank as Bank may have specified. In the event that Borrower shall, after the date of this Security Agreement, acquire any other negotiable or non-negotiable instruments (including certificated securities) or chattel paper to be pledged by it

hereunder, Borrower shall forthwith endorse, assign and deliver the same to Bank, accompanied by such instruments of transfer or assignment duly executed in blank as Bank may from time to time specify.

(b) To the extent that any securities now or hereafter acquired by Borrower are uncertificated and are issued to Borrower or its nominee directly by the issuer thereof, Borrower shall cause the issuer to note on its books the security interest of Bank in such securities and shall cause the issuer, pursuant to an agreement in form and substance satisfactory to Bank, to agree to comply with instructions from Bank as to such securities, without further consent of Borrower or such nominee. To the extent that any securities, whether certificated or uncertificated, or other financial assets now or hereafter acquired by Borrower are held by Borrower or its nominee through a securities intermediary, Borrower shall (i) cause such securities intermediary to note on its books the security interest of Bank in such securities or other financial assets and to confirm such notation promptly to Bank and (ii), at the request of Bank, cause such securities intermediary, pursuant to an agreement in form and substance satisfactory to Bank, to agree to comply with entitlement orders or other instructions from Bank as to such securities or other financial assets, without further consent of Borrower or such nominee. Bank agrees with Borrower that Bank shall not give any such entitlement orders or instructions to any such issuer or securities intermediary unless an Event of Default has occurred and is continuing and Bank has elected to exercise its rights and remedies as contemplated by Section 6 hereof.

Section 3. COVENANTS AND WARRANTIES OF BORROWER

So long as Borrower is indebted to Bank or Bank has any obligation to make any Loans and until all promissory notes issued under the Credit Agreement are irrevocably paid in full, performance of all other obligations and expiration and termination of the Credit Agreement and the other Loan Documents, Borrower covenants, warrants and agrees with Bank that:

3.1 Maintenance of Railcars and Eligible Equipment. Borrower shall maintain and keep, or cause to be maintained and kept, at its or the Lessees' own cost and expense, each Railcar and item of Eligible Equipment in good order and repair in compliance with all AAR mechanical regulations and industrial commercial acceptance standards for revenue interchange loading, unless and until such Railcar and/or Eligible Equipment becomes worn out, unsuitable for use, lost or destroyed.

3.2 Insurance.

(a) Borrower shall maintain, or cause to be maintained at its own expense, with responsible insurance companies reasonably acceptable to Bank, property, liability and other insurance, on such of its properties, in such amounts, against such risks and in such form as is customarily maintained by similar businesses, and, in any event, (i) all risk of direct physical damage or loss insurance, including all Collateral under repair or construction or in transit, in an aggregate amount of not less than \$10,000,000, with a deductible of not more than \$50,000 in each incident, including breach of warranty and waiver of set-off provisions, and (ii) general commercial liability and excess liability insurance, including cross liability, in an aggregate amount of not less than \$75,000,000, with a deductible not to exceed \$50,000 for any one accident, which insurance shall at all times include coverage for all liabilities covered under, and shall not include any exclusions other than those set forth in, Borrower's policies of insurance as in effect on the date hereof.

(b) Such insurance shall be primary, and without contribution from any insurance effected by Bank, and the insurers thereunder shall have waived any rights of subrogation against these parties.

(c) Borrower shall cause Bank to be named as loss payee under all policies of property insurance under a loss payee clause, and shall cause Bank to be named an additional insured under all policies of liability insurance, maintained pursuant to the provisions of this Section 3.2 and shall deliver to Bank (i) on or about December 31 of each year, a Certificate of Insurance and (ii) thirty (30) days prior written notice before any cancellation, expiration, cessation, and, with respect to the property insurance, reduction in amount or change in coverage thereof shall become effective.

(d) Borrower, upon request of Bank, shall provide Bank with complete copies of Borrower's insurance policies, as in effect from time to time.

3.3 Title to Collateral; Preservation of Collateral.

(a) Borrower is the owner of the Collateral free from any adverse lien, security interest or other encumbrance, except for the security interest created by this Security Agreement and other liens permitted by the Credit Agreement. None of the Collateral constitutes, or is the proceeds of, "farm products" as defined in Section 9-102 of the UCC.

(b) Borrower will warrant and defend the title to the Collateral against all claims and demands of all Persons except Persons claiming by, through or under Bank, its successors and assigns and participants thereof. Except as permitted under the Credit Agreement, Borrower will not assign, sell, lease, transfer or otherwise dispose of, nor will Borrower suffer or permit any of the same to occur with respect to, the Collateral. Borrower will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Security Agreement. Borrower has at all times operated and will continue to operate its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances. Borrower will at all times maintain good and marketable title to the Collateral and will not create, assume or suffer to exist any Lien on the Collateral other than the Liens created and granted by this Security Agreement and the other Security Documents and Permitted Liens.

(c) Borrower shall advise Bank promptly, in reasonable detail, of any Lien or claim made or asserted against any of the Collateral and of any event affecting Bank's security interest in the Collateral

(d) In its discretion, Bank may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, make repairs thereto and pay any necessary filing fees. Borrower agrees to reimburse Bank on demand for any and all expenditures so made. Bank shall have no obligation to Borrower to make any such expenditures, nor shall the making thereof relieve Borrower of any default or constitute a waiver by Bank of any right, power or interest, including but not limited to those rights provided to or assumed by Bank under this Security Agreement, the Credit Agreement and/or any other Agreement or Contract made in connection herewith.

(e) Bank's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under the Uniform Commercial Code of the State of Ohio or otherwise, shall be to deal with such Collateral in the same manner as Bank deals with similar property for its own account.

3.4 Further Assurances. Borrower will, at its own cost and expense, do, execute, acknowledge and deliver all and every deed, conveyance, transfer and assurance necessary to create and maintain in favor of Bank

on behalf of Bank, a duly perfected, first priority security interest in the Collateral, subject to no other Liens other than Permitted Liens, whether now owned or hereafter acquired, with the STB, pursuant to the UCC and ICA, and with the Registrar General of Canada pursuant to the Canada Transportation Act (and/or other Canadian jurisdictions) and shall take all such further actions as Bank may reasonably consider necessary or desirable in connection with the foregoing, including, without limitation, (a) executing, delivering and, where appropriate, filing (i) financing statements and continuation statements under the UCC and (ii) supplemental security agreements and other instruments as referred to in Section 3.5; (b) obtaining governmental and other third party consents and approvals; and (c) taking all actions required by Sections 8-313 and 8-321 of the UCC, as applicable in each relevant jurisdiction, with respect to certificated and uncertificated securities.

3.5 Recordation and Filing.

(a) Borrower will (i) cause this Security Agreement and any supplements hereto at all times to be executed, recorded and filed, at no expense to Bank, with the STB and with the Registrar General of Canada pursuant to the Canada Transportation Act (and/or other Canadian jurisdictions) and all financing and continuation statements to be filed with the Secretary of State of the State of Ohio, and cause such documents and all similar notices required by applicable law to be filed in such other jurisdictions and with such other Federal, state, provincial or local government or agency thereof as Bank deems is necessary or desirable to perfect, protect, or preserve its first priority Lien on the Collateral, in order to fully preserve and protect the rights of Bank hereunder; and, if requested by Bank, at Borrower's expense, furnish to Bank promptly after the execution and delivery of this Security Agreement or any Security Documents Supplement to this Security Agreement, a legal opinion of Alvord and Alvord, special STB counsel to Borrower and Fraser Milner, special Canadian counsel to Borrower, with respect to the Railcars financed with the proceeds of any Loan, or such other counsel as Bank may reasonably request, which opinions shall be in form and substance satisfactory to Bank in its sole discretion.

(b) Borrower hereby authorizes Bank to take all action (including, without limitation, the filing of this Security Agreement and any Security Documents Supplement thereto and any UCC Financing Statements or amendments thereto without the signature of Borrower) which Bank may deem necessary to perfect, protect, or preserve the first priority Liens and security interests created hereunder, subject to only the Permitted Liens, and to obtain the benefits of this Security Agreement.

(c) Borrower represents and warrants to Bank and covenants with Bank that this Security Agreement creates a valid security interest in the Collateral as security for the payment and performance of obligations owed to Bank by Borrower. Upon (i) the filing and recording of this Credit Agreement with the STB in accordance with §11301 of Title 49 of the United States Code and the rules and regulations thereunder (the "USC"), and (ii) the filing under the UCC as in effect in the states in which such Borrower or any Collateral is located, of UCC financing statements describing the Collateral and naming Borrower as debtor and Bank as secured party and the filing and recording of this Agreement with the Registrar General of Canada in accordance with the Canada Transportation Act, all filings, assignments, pledges and deposits of documents or instruments will have been made and all other actions will have been taken that are necessary or advisable, under applicable law, to establish and perfect or to continue the perfection of, as the case may be, the security interest of Bank in such of the Collateral as to which a security interest may be perfected by filing under the USC, UCC, ICA and/or Canada Transportation Act and such security interest shall remain prior to all other liens, except as contemplated by the Credit Agreement. No further filings, recordings or other actions are or will be necessary to maintain the priority of such security interest other than the filing of UCC continuation statements within six months prior to the expiration of a period of five years after the original filing thereof. The Collateral and Bank's rights with respect to the Collateral are not subject to any setoff, claims, withholdings or other defenses.

(d) Except for the filings referred to in Section 3.5 hereof, no authorization, approval or other action by, and no notice of filing with, any governmental authority or regulatory body or other Person that has not been received, taken or made is required (i) for the grant by Borrower of the security interest granted hereby or for the execution, delivery or performance of this Security Agreement by Borrower, (ii) for the perfection and maintenance of the security interest hereunder (including the first priority nature of such security interest with respect to Collateral of Borrower), or (iii) for the exercise by Bank of the rights or the remedies in respect of the Collateral pursuant to this Security Agreement.

3.6 Power of Attorney.

(a) Borrower does hereby irrevocably constitute and appoint Bank on behalf of Bank, and its successors and assigns, upon the occurrence and continuation of an Event of Default, its true and lawful attorney with full power of substitution for it and in its name, place and stead, to ask, demand, collect, receive, receipt for and sue for any and all Collateral with full power to settle, adjust or compromise any claim thereunder as fully as Borrower could itself do, and to endorse the name of Borrower on all instruments or commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of Borrower or otherwise, which Bank may deem necessary in its reasonable discretion to perfect, protect and preserve the right, title and interest of Bank in and to such Collateral and the security intended to be afforded hereby. This power of attorney is coupled with an interest. Borrower hereby ratifies all actions that may be taken thereunder.

(b) The parties acknowledge that the powers conferred on Bank hereunder are solely to protect Bank's interest in the Collateral and that anything herein contained to the contrary notwithstanding, neither Bank, nor its successors or assigns shall have any duty, obligation or liability by reason of or arising out of this Security Agreement to make any inquiry as to the nature or sufficiency of, to present or file any claim with respect to, or to take any action to collect or enforce the payment of, any amounts to which Bank may be entitled at any time by virtue of this Security Agreement.

3.7 Chief Executive Office. The chief executive office of Borrower, since Borrower's formation has been, and is, located at 300 Pike Street, Cincinnati, Ohio 45202 and all the records related to the Collateral are kept in said office. Borrower shall not change its chief executive office, state of legal organization, corporate name or location of books and records unless (a) it shall have given Bank thirty (30) days advance written notice of any change of such office, name or address and (b) it shall have taken all actions required to maintain the perfection and priority of the Liens granted hereunder.

3.8 Acquisition of Interest in the Collateral. Borrower has acquired its interest in the Collateral (including all Railcars and each item of Eligible Equipment) for its own account and with the proceeds of the Loans and its own funds and no funds used to acquire any Collateral have been furnished directly or indirectly out of the assets of or in connection with any employee benefit plan (or its related trust) or any separate account in which any employee benefit plan has any interest. As used in this paragraph, the terms "employee benefit plan" and "separate account" shall have the respective meanings assigned to them in ERISA.

3.9 Actions Under the Leases.

(a) All the Leases, among other things, are full service operating leases (serviced by the Manager, the Lessee or a reputable third party) (and not leases intended as security under Articles 2A and 9 of the

UCC), are in full force and effect and are in substantially the form required by the Credit Agreement and Borrower shall not enter into any agreement amending, restating, supplementing or otherwise modifying any Lease in any material respect, execute any waiver or modification of, or consent to the non-compliance with, any material provision of any Lease, settle or compromise any material claim against any Lessee arising under any Lease, or submit or consent to the submission of any dispute, difference or other matter arising under or in respect of any Lease to arbitration thereunder, in each instance, without the prior written consent of Bank, such consent not to be unreasonably withheld.

(b) Borrower shall comply, and shall cause each of the Lessees to comply, in all material respects, with all acts, rules, regulations and orders of any legislative, administrative or judicial body or official applicable to the Collateral or any part thereof, or to the operation of Borrower's business (including all laws of the jurisdictions in which operations involving the Railcars and each item of Eligible Equipment may extend, the interchange rules of the AAR and all rules of the STB and the Registrar General of Canada.

3.10 Marking of Collateral.

(a) Borrower will cause each Railcar to be kept numbered with the identifying number set forth in Schedule A hereto (as may be supplemented from time to time pursuant to a Security Documents Supplement), and at the request of Bank, if Bank determines that it is necessary in order to perfect, protect or preserve its first priority security interest in the Collateral, Borrower shall keep and maintain plainly, distinctly, permanently and conspicuously marked on each side of each Railcar, in letters and/or numbers not less than one inch in height, the words, "Ownership subject to a Security Agreement filed with the Surface Transportation Board of the U.S. Department of Transportation." Borrower shall not change, or permit to be changed, the identifying number of any Railcar except in accordance with a statement of new identifying numbers to be substituted therefor after Bank has been notified in writing and which statement shall be filed, recorded or deposited in all public offices where this Security Agreement shall have been filed, recorded or deposited, including, without limitation, the STB, and under the UCC. If requested by Bank, Borrower shall forthwith furnish to Bank an opinion of such counsel and in form and substance satisfactory to Bank to the effect that such statement has been so filed, recorded and deposited, such filing, recordation and deposit will protect Bank's first priority Lien or security interests in such Railcar and no further filing, recording, deposit or giving of notice with or to any other Federal, state or local government or agency thereof is necessary to perfect, protect, or preserve the security interest of Bank in such Railcar.

(b) Except as above provided, Borrower will not allow the name of any Person (other than Borrower) to be placed on any Railcar or Eligible Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that Borrower may permit Railcars and items of Eligible Equipment to be lettered with the names, trademarks, initials or other insignia customarily used by the user of such Eligible Equipment or its affiliates.

3.11 Use of Railcars and Eligible Equipment. The Railcars and each item of Eligible Equipment will be used by a Lessee incorporated in the United States of America (or any State thereof or the District of Columbia) or Canada (or any Province thereof), only upon lines of railroad owned or operated by a railroad company or companies incorporated in the United States of America (or any State thereof or the District of Columbia) or Canada (or any Province thereof) or over lines upon which such railroad company or companies have trackage rights or rights for operation of their trains, and upon connecting with other carriers in the usual interchange of traffic in the continental United States and Canada, only upon and subject to all the terms and conditions of the Leases. Notwithstanding any provision herein to the contrary, the Railcars shall not be operated

or be present in Mexico at any time without the prior written consent of Bank and Borrower will take all steps which Bank reasonably determines to be necessary or advisable to perfect the rights and interests of Bank in such Railcars.

3.12 Eligible Leases. The representations and warranties of Borrower with respect to the Railcars, Eligible Equipment and the Leases which are set forth in the Credit Agreement shall be true and correct with respect to each Railcar, item of Eligible Equipment and Lease as of the date such Collateral becomes subject to this Security Agreement.

Section 4. SPECIAL PROVISIONS CONCERNING LEASES

4.1 Borrower's Rights Under Leases. Until the occurrence and continuance of an Event of Default, and subject to any limitations set forth herein, in the Credit Agreement or in any other Loan Document, Borrower may exercise all of Borrower's rights, powers, privileges and remedies under the Leases, including, without limitation, the right to receive any and all monies due or to become due under the Leases; provided, that, Borrower shall promptly deposit, into the Operating Account and thereafter into the Lockbox Account all payments under any Lease and in respect of any Railcar.

4.2 Number of Leases. There shall not exist more than five (5) originals of any Lease executed after the date hereof, all of which shall bear the legend stated in the Credit Agreement, and one of which shall be retained by the Lessee. Borrower shall promptly forward to Bank the original Counterpart No. 1 of each Lease and any other original Lease documents which constitute chattel paper under the Uniform Commercial Code, together with an originally executed Certificate of Delivery and Acceptance, or a facsimile thereof, with respect to the Collateral leased pursuant to such Lease. Bank shall have the right from time to time to audit the records of Borrower as to the status of the Collateral.

Section 5. COLLATERAL

5.1 Release of Certain Collateral. So long as no Default or Event of Default shall have occurred and be continuing, subject to and in accordance with Section 3.2 of the Credit Agreement, upon the request of Borrower with respect to a sale of a Railcar in accordance with the Credit Agreement, Bank shall take, at Borrower's expense, such actions as may be reasonably requested by Borrower and which are necessary or appropriate in order to release, and shall execute and deliver releases in recordable form, including releases under the ICA, UCC and Canada Transportation Act, releasing (i) all interest of Bank in any Railcars and related Leases, and (ii) such Railcars and related Leases from the Lien of this Security Agreement.

Section 6. SECURED PARTY'S RIGHTS

6.1 Secured Party's Rights. Borrower agrees that when any Event of Default has occurred and is continuing, Bank shall have the rights, options, duties and remedies of a secured party, and Borrower shall have the rights and duties of a debtor, under the ICA and under the UCC (regardless of whether the UCC or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) as applicable, and Bank shall have the following rights and remedies:

(a) All the rights of a secured party or otherwise given by law to Bank under the ICA, the UCC and the Canada Transportation Act to enforce the Liens and security interests herein.

(b) The right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of Borrower, with or without notice, demand, process of law or legal procedure, if this can be done without breach of the peace, and search for, take possession of, remove, keep and store the Collateral, or use and operate or lease the Collateral until sold, and Borrower shall deliver, or cause to be delivered, possession of the Collateral to Bank where the same may be found or at such place or places as Bank may reasonably require.

(c) Any Collateral repossessed by Bank under or pursuant to this Section 6.1 may be sold, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as Bank may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable.

(d) By such means as it shall determine, including, without limitation, by delivery of the notice of assignment executed by Borrower concurrently herewith, (i) to cause each Lessee under a Lease to make payment of all Lease Proceeds relating to the Collateral, due and becoming due under any Lease included in the Collateral, directly to, in Bank's sole discretion, either Bank or to a post office box designated by Bank to which only Bank shall have access, (ii) if Borrower shall receive any Lease Proceeds relating to the Collateral in respect of such Lease, or any Railcar or item of Eligible Equipment (including, without limitation, any proceeds of insurance with respect to the Railcars or any item of Eligible Equipment), hold the amount of such payment in trust by Borrower for the benefit of Bank, and shall not commingle such payment with any other monies or assets of Borrower and (iii) promptly turn over and remit to Bank all sums thus received, in the identical form as received, with all such endorsements thereof as may be required.

(e) Bank may proceed to protect and enforce this Security Agreement by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral or any part thereof, for the recovery of judgment for the indebtedness hereby secured or for the enforcement of any other legal or equitable remedy available under applicable law.

6.2 Effect of Sale. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Borrower in and to the property sold and shall be a perpetual bar, both at law and in equity, against Borrower, its successors and assigns, and against any and all Persons claiming the property sold, or any part thereof under, by or through Borrower, its successors or assigns.

6.3 Discontinuance of Remedies. In case Bank shall have proceeded to enforce any right under this Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then, and in every such case, Borrower and Bank shall be restored to their former respective positions and rights hereunder with respect to the property subject to the security interest created under this Security Agreement.

6.4 Cumulative Remedies. No delay or omission of Bank to exercise any right or power arising from any default on the part of Borrower, shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by Bank of any such default, whether such waiver be full or

partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. Bank may exercise any one or more or all of the remedies hereunder and no remedy is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing now or hereafter at law or in equity; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness hereby secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall Bank be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

6.5 Distribution of Proceeds. Proceeds of Collateral shall be applied and paid by Bank in the order set forth in Section 8.3 of the Credit Agreement.

6.6 Securities and Deposits. Bank may at any time after the occurrence and during the continuance of a Default or an Event of Default, at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the obligations owed to Bank by Borrower. Regardless of the adequacy of Collateral, any deposits or other sums at any time credited by or due from Bank or any Bank to Borrower may at any time after the occurrence and during the continuance of a Default or an Event of Default be applied to or set off against any obligations owed to Bank by Borrower.

Section 7. MISCELLANEOUS

7.1 Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors, and permitted assigns and participants of such party; and all the covenants, promises and agreements in this Security Agreement contained by or on behalf of Borrower or by or on behalf of Bank shall bind and inure to the benefit of such successors, assigns and participants of such parties whether so expressed or not.

7.2 Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

7.3 Notices. All notices and communications provided for herein shall be given to such parties, at such addresses and in such manner as is provided in the Credit Agreement.

7.4 Termination. This Security Agreement and the security interest granted hereby shall terminate when all obligations owed to Bank by Borrower have been irrevocably paid or discharged in full, at which time Bank shall, at Borrower's expense, execute and deliver to Borrower at its expense all UCC termination statements and such similar documents or proper instrument or instruments which Borrower shall reasonably request to evidence such termination and the release of Collateral, including releases in recordable form under the ICA and the Canada Transportation Act. Upon the release of this Security Agreement, all amounts in the Collateral Account shall be under the sole dominion and control of Borrower.

7.5 Entire Agreement. This Security Agreement, together with the promissory notes issued under the Credit Agreement, the Credit Agreement and the other Loan Documents, constitute the entire understanding between the parties with respect to the subject matter hereof. All prior agreements, understandings, representations, warranties and negotiations, if any, are merged into this Security Agreement, and this Security

Agreement is the entire agreement between Borrower and Bank relating to the subject matter hereof. This Security Agreement cannot be changed or terminated orally.

7.6 GOVERNING LAW, CONSENT TO JURISDICTION. THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW; PROVIDED, HOWEVER, THAT THE PARTIES SHALL BE ENTITLED TO ALL RIGHTS CONFERRED BY 49 U.S.C. SECTION 11303 AND SUCH ADDITIONAL RIGHTS, ARISING OUT OF THE FILING, RECORDING OR DEPOSIT HEREOF, IF ANY. Borrower agrees that any suit for the enforcement of this Security Agreement may be brought in the courts of the State of Ohio or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Borrower by mail at the address specified in Section 11 of the Credit Agreement. Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

7.7 Counterparts. This Security Agreement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together constituting only one Security Agreement.

7.8 Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Security Agreement nor shall they affect its meaning, construction or effect.

7.9 WAIVER OF JURY TRIAL. BY ITS SIGNATURE BELOW WRITTEN, EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Except as prohibited by law, Borrower waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Borrower (i) certifies that neither Bank nor any representative, agent or attorney of Bank has represented, expressly or otherwise, that Bank would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Credit Agreement and other Loan Documents to which Bank is a party, Bank is relying upon, among other things, the waivers and certifications contained in this Section 7.9.

7.10 No Waiver, Etc. Borrower waives demand, notice, protest, notice of acceptance of this Security Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to the obligations owed to Bank by Borrower and the Collateral, Borrower assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Bank may deem advisable. Bank shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in Section 3.3 hereof. Bank shall not be deemed to have waived any of its rights upon, to or under any obligation owed to Bank by Borrower, or the Collateral unless such waiver shall be in writing and signed by Bank. No delay or omission on

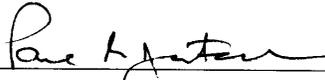
the part of Bank in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right, power or interest on any future occasion. All rights and remedies of Bank with respect to the obligations owed to Bank by Borrower or the Collateral, whether evidenced hereby or by any other instrument or paper, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as Bank deems expedient.

7.11. Marshalling. Bank shall not be required to marshal any present or future collateral security (including but not limited to this Security Agreement and the Collateral) for, or other assurances of payment of, all obligation owed to Bank by Borrower or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the rights of Bank hereunder and of Bank in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, Borrower hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Bank's rights under this Security Agreement or under any other instrument creating or evidencing any obligations owed to Bank by Borrower or under which any of the such obligations is outstanding or by which any of such obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, Borrower hereby irrevocably waives the benefits of all such laws.

7.12. Overdue Amounts. Until paid, all amounts due and payable by Borrower hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

JOSEPH LEASING LTD.

By: 
Name: Paul G. JANTSCH
Title: VP

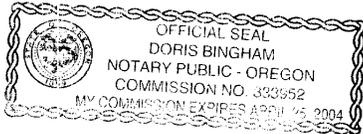
U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Frank D. Namdar
Title: VP

STATE OF OREGON)
) SS:
COUNTY OF WASHINGTON)

Paul Gerard Jentsch

On this 16th day of December, 2003, before me, personally appeared _____ to me personally known, who being by me duly sworn, says, that he is VP of Joseph Leasing Ltd., that said instrument was signed on the date hereof on behalf of said limited liability company by authority of its Committee; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

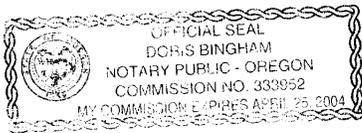


Doris Bingham
Notary Public

My commission expires: 4/25/04

STATE OF OREGON)
) SS:
COUNTY OF WASHINGTON)

On this 16th day of December, 2003, before me, a Notary Public of the State of Oregon, personally appeared Frank D. Nambour, who being by me duly sworn, deposed and said that he is VP of U.S. Bank National Association (the "Bank"), a national banking association, which executed the foregoing document and acknowledged that he or she signed and delivered the same as the voluntary act and deed of the Bank by virtue of authority from its Board of Directors.



Doris Bingham
Notary Public for the State of Oregon

My commission expires: 4/25/04

SCHEDULE A

To Amended and Restated Security Agreement

Dated

December 16, 2003

Leases	No. of Cars	Car Rpt. Mark & Numbers	NOTES
Peoria & Pekin Union#5003	100	PPU 9100-9199	
Idle Cars – Stored at KBSR.	17	JTLX 141, 151, 156, 175, 185, 188, 238, 265, 273, 275, 276 DJJX 19032, 19154, 19165, 19174 DJLX 98501 MHFX 5805	Affected by Supp. #7 Rec. #22686-I, Supp. #8 Rec. #22686-J, Supp. #9 Rec. #22686-K; and Supp. #11 Rec. #22686-O; Supp. #12 Rec. #22686-P; Supp #13 Rec. #_____ ; and Amended Security Agreement Rec # _____.
Idle Cars – Stored at KBSR.	88	DJLX 96006, 96021, 96055, 96061, 96104 & 97000, 97001, 97003-97029, 97301, 97032, 97034-97042, 97044-97056, 97058-97064, 97066, 97068-97089	Affected by Supp #13 Rec. # _____ and Amended Security Agreement Rec # _____.
Carolinas Cement Company (Roanoke) #5008	19	DJLX 97300-97306, 97308-97319	
Arkansas Midland RR Co.	70	AKMD 2000, 2001, 2003-2021, 2023-2028, 2030-2062, 3010-3019	Affected by Supp. #4 Rec. #22686-E and Supp. #9 Rec. #22686-K.
Potlatch Corp. #5013	75	CRLE 20815-20839 & CRLE 20715–20739. TKEN 2732, 2741, 2754, 2757, 2759-60, 2762, 2764, 2769, 2774,2776-77, 2785,2792-93,2798,12002,12005, 12011, 12016,12021,12029,12031,12034, 12038	Affected by Supp. #11 Rec.#22686-O.
U. S. Silica	60	DJLX 98100 - 98159	Affected by Supp. #5 Rec. #22686-F
Railtex, Inc. #5015	30	FCEN 96565 - 96594	Affected by Supp. #10 Rec. #22686-L.
Indiana Harbor Belt RR Company #5016	20	IHB 98200 - 98219	

Finger Lakes #5026	60	TNMR 9911, 9936, 9965, 74-76, 79-94, 10353-362, 100202-16, 100219, 100225, 100227, 100231, 100233-35, 100237-41, 100247	Affected by Supp. #6 Rec. #22686-H, Supp. #7 Rec. #22686-I, and Supp. #9 Rec. #22686-K.
Longo Epic #5027	60	DJJX 9900, 9902-9912, 9913, 9915-9924, 9926-27, 9930-32, 9937-38, 9942-44, 9946-48, 9950, 9951, 9957-58, 9960, 9962, DJLX 9945, 9952, 9954, 9978 JTLX 100105 - 100119	Affected by Supp. #8 Rec. #22686-J and Supp. #11 Rec. # 22686-O and Supp #13 Rec. #_____.
The David J. Joseph Company (formerly Joseph Transportation Services, Inc.) #5032 (316)	238	DJJX 19000, 19002-20, 12022-31, 19033-40, 19042, 19044, 19047-48, 19050-52, 19054-57, 19060-64, 19067, 19070, 19072-73, 19075-78, 19080-83, 19085-89, 19092-98, 19100-101, 19103, 19106, 19108, 19110, 19113-115, 19117-125, 19127-29, 19171, 19178-192 DJJX 9701-04, 9707-15, 9718-46, 9748-74, 9776-82, 9784-88, 9790-96, 9799-9804, JTIX 9000 – 9027, 9050	Affected by Supp. # 6 Rec #22686-H and Supp. #12 Rec. #22686-P.
MHF Logistics #5030 (314)	69	MHFX 5800 – 5804; 5806 - 5869	Affected by Amended Security Agreement Rec # _____.
Providence & Worcester #5035 (321)	48	TKEN 9500, 9501, 9502, 9503, 9504, 9505, 9506, 9507, 9508, 9509, 9510, 9511, 9512, 9514, 9515, 9516, 9517, 9518, 9519, 9520, 9521, 9522, 9523, 9524, 9525, 9526, 9528, 9529, 9530, 9531, 9532, 9533, 9534, 9535, 9536, 9537, 9538, 9539, 9540, 9541, 9542, 9543, 9544, 9545, 9546, 9547, 9548, 9549	Affected by Amended Security Agreement Rec # _____.
Union Pacific	120	DJLX 96000-006, 96007-020, 96022-054, 96056-060, 96062-103, 96105-124	
The IC&E RR #5041 (The IC&E RR acquired the I&M Railink on 7/30/02)	150	IMRL 70000-70149	Affected by Supplement #1, Rec. #22686B & Supplement #2, Rec. #22686C and by Supp. #12 Rec.#22686-P. Lease recorded at Rec. #22873
ECDC Environmental, L.C. #5040	50	ECXX20001-ECXX20050	

Envirocare #5038	100	DJJX 9700, 9705, 9717, 9783, 9789, 9798, 19001, 19021, 19049, 19053, 19066, 19068, 19069, 19071, 19074, 19084, 19090, 19104, 19105, 19107, 19111, 19112, 19116, 19126, 19150, 19152, 19153, 19155, 19157, 19158, 19160, 19161, 19163, 19164, 19167, 19168, 19169, 19170, 19172, 19173, 19175, 19177 DJLX 98500, 98502, 98505, 98507, 98512, 98513, 98514, 98516, 98517, 98518, 98520, 98521, 98522, 98525, 98526, 98529, 98530, 98533, 98535, 98537, 98539, 98540, 98541, 98543, 98545, 98546, 98547 JTLX 36, 41, 47, 48, 55, 56, 59, 61, 64, 65, 69, 71, 73, 75, 76, 77, 85, 90, 95, 96, 97, 98, 100, 112, 231, 241, 245, 247, 248, 251, 258	Affected by Supp. #4 Rec. #22686-E Affected by Supp. #7 Rec. #22686-I and by Supp. #11 Rec.#22686-O and Supp #13 Rec. #_____.
Gerdau AmeriSteel Corp. (formerly Birmingham Southeast) #5043	20	JTLX 38, 40, 44, 45, 53, 60, 84, 88, 89 & 91, 101, 103, 110, 113, 123, 129, 133, 139, 169 & 184	Affected by Supp. #6 Rec. #22686-H; and Supp. #7 Rec. #22686-I.
Royal Green Corporation #5042	45	JTLX 1-35, 42, 49, 58, 63, 67-68, 81-82, 87 & 92	Affected by Supp. #6 Rec. #22686-H
Environmental Protection and Improvement Company #5045	50	EPIX 91300-91349	Affected by Supp. #7 Rec. 22686-I.
Willamette Industries, Inc. #5044	15	FCEN 96550-96564	Affected by Supp. #7 Rec. #22686-I
Greenfield Logistics, LLC #5054	7	JTLX 233, 235, 237, 242, 253, 255, 256	Affected by Supp. #8 Rec. #22686-J; and Supp. #11 Rec. # 22686-O.
The David J. Joseph Co. (formerly Joseph Transportation Inc) #5047	22	JTIX 100217, 100218, 100220-24, 100226, 100228-30, 100232, 100236, 100242-46, 100248-51	Affected by Supp. #8 Rec. #22686-J, Supp. #9 Rec. #22686-K, Supp. #10 Rec. # 22686-L; and Supp. #11 Rec. # 22686-O.
Paneltech LLC #5051	50	JTLX 900000-900049	Affected by Supp. #8 Rec. #22686-J.
Raven Logistics #5037	24	TKEN 7110 - 7133	Affected by Supp. #8 Rec. #22686-J; and Supp. #9 Rec. #22686-K and by Supp. #12 Rec # 22686-P.

Sault Ste. Marie Bridge Company	60	SSAM 38750-809	Affected by Supp. #9 Rec. #22686-K.
Columbus & Greenville #5056	33	CAGY 2731, 2734,2735, 2738, 2743, 2745-46, 2750, 2761, 2763, 2766, 2768, 2775, 2782, 2784, 2789-91, 2794-96, 1799, 12014-15, 12017-20, 12022, 12032-33, 12035, 12039	Affected by Supp. #9 Rec. #22686-K; and Supp #11 Rec. # 22686-O and Supp #13 Rec. # _____.
Greenbrier Leasing Corporation 5063	75	IBT 19020-19024; 19026-19031; 19033-19057; 19059-19084; 19086-19093;19095-19099	Affected by Supp. #10 Rec. #22686-L.
Celanese, Ltd. 5064	110	JTLX 99501-99610	Affected by Supp. #10 Rec. #22686-L.
Northern States Power Company 5060	134	NSPX 92002-92135	Affected by Supp. #10 Rec. #22686-L.
Cronimet #5066	10	JTLX 108, 122, 10385, 10389, 10394, 10399, 10402, 10403; TNMR 4055, 4060	Affected by Supp. #11 Rec. #22686-O and by Supp. #12 Rec. #22686-P.
Seminole Gulf Railway #5069	20	SGLR 9901 - 9920	Affected by Supp. #11 Rec. #22686-O.
Montreal, Maine & Atlantic Railroad #5076	18	NYOG 99000-99006; 99039-99049.	Affected by Supp. #11 Rec. #22686-O and by Supp. #12 Rec. #22686-P.
Georgia Pacific #5052	49	JTLX 900050-900059, 900061-900099	Affected by Supp. #9 Rec. #22686-K and Supp #11 Rec. # 22686-O.
Claremont Concord Railroad #5068	10	TKEN 4050, 4051, 4052, 4053, 4056, 4057, 4058, 4062, 4063, 4064	Affected by Supp. #12 Rec. #22686-P.
Bay State Milling #5071	15	DJLX 97200, 97203-97210, 97213, 97214, 97216-97219	Affected by Supp. #12 Rec. #22686-P.
The David J. Joseph Co. #5072	55	DJXX 65000 – 65054	Affected by Supp. #12 Rec. #22686-P.
Western Polymers #5074	5	DJLX 97201, 97202, 97211, 97212, 97215	Affected by Supp. #12 Rec. #22686-P.

MHF # 5073	57	JTLX 57, 62, 66, 152, 192, 194, 232, 234, 236, 239, 240, 244, 250, 252, 254, 257, 260, 261, 262, 263, 264 DJJX 19046, 19059, 19151, 19156 DJLX 98504, 98519, 98544, 98548 DJJX 19041, 19045, 19058, 19091, 19162, 19176, DJLX 98506, 98524, 98531, 98538, JTLX 50, 74, 80, 105, 111, 118, 127, 130, 135, 140, 149, 166, 168, 170, 177, 178, 180, 186	Affected by Supp. #12 Rec. #22686-P; Supp #13 Rec. # _____ and Amended Security Agreement Rec # _____.
Union Pacific #5077	62	TKEN 100001, 100006, 100007, 100010, 100017, 100018, 100019, 100021, 100025, 100026, 100027, 100030, 100031, 100035, 100036, 100037, 100039, 100047, 100049, 100051, 100054, 100055, 10056, 100058, 100072, 100075, 100077, 100082, 100083, 100090, 100093, 100096, 100097, 100098, 100100 TKEN 9914, 9925, 9929, 9933, 9941, 9956, 9963-64, 9971-73, 9977, 9980, 9984, 9985, 9987-9989, 9992, 10000, 10002, 10363, 10367, 10368, 10371, 10372, 10377	Affected by Supp #13 Rec. # _____; and Amended Security Agreement Rec. # _____.
American Ecology #5086	95	JTLX 30100 – 30174 JTLX 266, 267, 268, 270, 271, 274, 277, 278, 279, 283, 86, 94 DJJX 9706, 9747, 9797, 19109 DJLX 98508, 98509, 98515, 98542	Affected by Supp #13 Rec. # _____ and Amended Security Agreement Rec. # _____.
Ohio Central #5085	218	MVRY 269, 272, 280, 281, 282, 284, 285, 286, 287, 288, 289, 290 MVRY 4000-4024 MVRY 96201, 96210, 96226, 96236-237, 96240-241, 96250, 96254, 95262, 96440, 96442, 96451, 95456, 96458-459, 96461-463, 96465-466, 96470, 96474, 96478, 96481, 96485, 96487, 96493, 96497-498 MVRY 96267, 96303, 96313, 96332, 96336, 96372, 96392, 96402, 96408, 96411 MVRY 96202-03, 96208, 96212-14, 96217-18, 96221, 96224-25, 96227-28, 96231-32, 96235, 96239, 96243, 96245-46, 96257, 96259, 96261, 96263-64, 96268-69, 96275-276, 96278, 96280, 96281, 96285-87, 96292, 96295, 96297, 96300-01, 96304-06, 96309-11, 96314-22, 96324, 96326-327, 96331, 96333, 96335, 96339, 96341-346, 96353, 96355, 96357-59, 96361, 96364, 96366,	Affected by Supp #13 Rec. # _____.

		96368-69, 96376, 96377, 96382, 96384, 96388-89, 96393, 96395-96, 96398-401, 96403, 96406, 96407, 96412, 96416, 96420, 96431, 96436-37, 96441, 96443-44, 96449, 96452, 96460, 96464, 96468, 96471, 96488, 96491-92, 96499 MVRV 93, 158, 243, 246, 249, 259, 10378, 10382, 10383, 10388, 10390, 10391, 10392, 10393, 10397, 10400, 10401, 4054, 4059, 4061, 4065, 4066, 4068, 4069, 4072	
West Tenn. #5084	97	TKEN 9901, 9928, 9939, 9959, 9961, 9966, 9968, 9969, 9970, 9981, 9982, 9983, 9991, 9993, 9994, 9995, 9998, 10373, 10374, 10375, 10376 TKEN 9513, 9527 TKEN 201 – 230; TKEN 96000; TKEN 96206, 96211, 96215, 96219, 96230, 96242, 96252-96253, 96255-96256, 96438, 96446, 96450, 96454, 96457, 96473, 96476, 96482- 96484 TKEN 4070, 4071, 4073-4084 TKEN 10379, 10380, 10381, 10384, 10386, 10387, 10395, 10396, 10398	Affected by Supp #13 Rec. # _____.
Allied Enterprises #5083	12	TKEN 700 - 711	Affected by Supp #13 Rec. # _____.