

CROCKER NATIONAL BANK  
333 SOUTH GRAND AVENUE  
LOS ANGELES, CALIFORNIA 90071

13910  
RECORDATION NO. \_\_\_\_\_ Filed 1425

No. 3-0172051  
Date 1/17/83  
\$50.00  
D. C.

Interstate Commerce Commission JAN 17 1983 - 10 30 AM  
Interstate Commerce Building  
Washington, D. C. 20044 INTERSTATE COMMERCE COMMISSION

Re: Security Interest of Crocker National Bank

Ladies and Gentlemen:

You are hereby requested to record the enclosed Security Agreements and I have enclosed a check in the amount of \$50.00 to cover your recordation fee. Under the Security Agreement, Wickes Leasing Corporation whose address is 5100 Gamble Drive, Minneapolis, Minnesota grants a security interest in the equipment hereinafter described to Crocker National Bank, a national banking association, whose address is 333 South Grand Avenue, Los Angeles, California 90071.

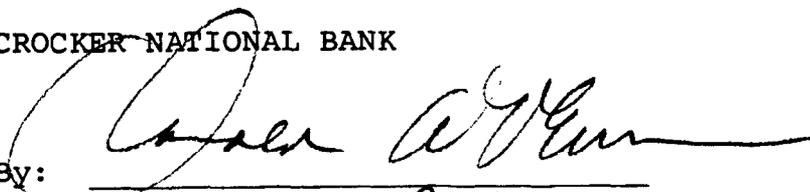
The Security Agreement relates to the railway equipment consisting of locomotives and hopper railway cars, Serial Nos. ICG 1431 through ICG 1438, ICG 8739 through ICG 8740, ICG 1429 through ICG 1430, IC 933, IC 9244, IC 1247, IC 424, IC 1211, ICG 1218, ICG 406, ICG 456, ICG 1000, IC 1233, IC 1013, ICG 1005, MILW 102128 through MILW 102129, MILW 102133, MILW 102135 through MILW 102141, MILW 102143, MILW 102148 through 102149, MILW 102130 through 102132, MILW 102134, MILW 102142, MILW 102144 through MILW 102147, MILW 102150 through MILW 102163, and MILW 102165.

When recorded, one copy of the Security Agreement should be returned to Morrison & Foerster at 333 South Grand Avenue, Suite 3800, Los Angeles, California 90071 to the attention of Patrick Salisbury, Esq.

If you have any questions or find yourself unable to record these documents for any reason, please do not return them, but rather call Patrick Salisbury collect at (213) 626-3800.

Very truly yours,

CROCKER NATIONAL BANK

By: 

Title: Vice President

RECEIVED  
JAN 17 10 25 AM '83  
FEDERAL BUREAU OF INVESTIGATION

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Patrick Salisbury  
Crocker National Bank  
333 South Grand Avenue  
Los Angeles, California 90071

January 17, 1983

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **1/17/83** at **10:30AM**, and assigned recordation number(s). **13910**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

LAW OFFICES OF  
**MORRISON & FOERSTER**  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS  
333 SOUTH GRAND AVENUE  
LOS ANGELES, CALIFORNIA 90071  
TELEPHONE (213) 626-3800  
TELEX 18-1267

SAN FRANCISCO OFFICE  
ONE MARKET PLAZA  
SPEAR STREET TOWER  
SAN FRANCISCO, CALIFORNIA 94105  
TELEPHONE (415) 777-6000

DENVER OFFICE  
3100 COLUMBIA PLAZA  
1670 BROADWAY  
DENVER, COLORADO 80202  
TELEPHONE (303) 831-1100

WASHINGTON, D. C. OFFICE  
1920 N STREET, N.W.  
WASHINGTON, D. C. 20036  
TELEPHONE (202) 867-1500

LONDON OFFICE  
12 GROSVENOR PLACE  
LONDON SW1X 7HN  
ENGLAND  
TELEPHONE 235-0581

February 3, 1983

VIA MESSENGER

RECORDATION NO. 13910  
2/17 1983 -10 30 AM  
INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee  
Interstate Commerce Commission  
Room 2303  
12th & Constitution Avenue NW  
Washington, D.C. 20423

Re: Wickes Leasing Corporation  
Your Number: 13910

Dear Ms. Lee

Enclosed herewith please find a new copy of the Security Agreement between Fidelity Union Bank, William Arnebeck and Wickes Leasing Corporation which pursuant to your telephone instructions has been notarized. As you will recall, in the previous package of documents sent to you was a check to cover the applicable filing fee. Please file the Security Agreement and return the copies of the Security Agreement which were previously delivered to you.

Should you have any questions or find yourself unable to file this document for any reason please call me collect at (213) 626-3800.

Sincerely,



Patrick P. Salisbury  
for  
MORRISON & FOERSTER

PPS:dd

Enclosure as stated

RECORDATION NO. 13910 Filed 1425

SECURITY AGREEMENT

*Jan 17 1983 - 10 30 AM*

INTERSTATE COMMERCE COMMISSION

THIS SECURITY AGREEMENT is dated as of September 1, 1982, by and between FIDELITY UNION BANK and WILLIAM ARNEBECK ("Secured Party"), as collateral agents for the benefit of The Royal Bank of Canada, Michigan National Bank, Crocker National Bank, Berliner Handels-Und Frankfurter Bank, Canadian Imperial Bank of Commerce, The Bank of Nova Scotia and The Fidelity Bank (collectively, the "Creditor Banks," and individually a "Creditor Bank") and WICKES LEASING CORPORATION, a Delaware corporation ("Debtor").

RECITALS

A. Debtor has entered into a term loan agreement, dated concurrently herewith with each Creditor Bank (the "Agreements"), pursuant to which each Creditor Bank has agreed to extend credit to Debtor on the terms and subject to the conditions set forth therein. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreements and those terms are incorporated herein by reference.

B. As security for the payment and performance of the Debtor's obligations to the Creditor Banks under the Agreements, the Term Notes, the Interest Notes and under this

Security Agreement and otherwise, it is the intent of Debtor to pledge and to grant to Secured Party, as collateral agent for the benefit of the Creditor Banks, and to create a security interest in certain property of Debtor, as hereinafter provided.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. Debtor hereby pledges and grants to Secured Party a first priority security interest in the property described in Paragraph 2 below (collectively and severally, the "Collateral") to secure payment and performance of the obligations of Debtor to the Creditor Banks and to Secured Party described in Paragraph 3 below (collectively and severally, the "Obligations").

The security interest granted hereby is granted to the Agent and the Individual Agent, jointly and severally, as agents for the Creditor Banks; provided, however, if under the law of any jurisdiction the granting of such security interest with respect to any item of property to, or the holding of such security interest with respect to such item of property by, the Agent or the Individual Agent

is not legally qualified to be granted or to hold such security interest with respect to such property or execute or be named as secured party in any Uniform Commercial Code Financing Statement or any other documentation filed with respect thereto (or to exercise rights under such security interest with respect to such item of property and cannot effectively assign such rights to another for purpose of such exercise) (any such illegality, prohibition or other lack of qualification, a "Disqualification") then, as to each such item of property, in the first instance, (i) to the Agent or Individual Agent, as the case may be, which is not subject to such Disqualification, as agent for the Banks, or (ii) if both the Agent and the Individual Agent are subject to such Disqualification, to the Banks, jointly and severally.

2. Collateral. The Collateral shall consist of that which is set forth on Schedule 1 hereto.

3. Obligations. The Obligations of Debtor secured by this Security Agreement shall consist of any and all debts, obligations and liabilities of Debtor to the Creditor Banks arising out of, connected with or related to the Agreements, the Term Notes, and the Interest Notes and all debts, obligations and liabilities of Debtor to Secured Party arising out of this Security Agreement, and all amendments or extensions or renewals of the Agreements, the Term Notes, the Interest Notes and/or this Security Agreement, whether now

existing or hereafter arising, voluntary or involuntary, whether or not jointly owed with others, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether or not from time to time decreased or extinguished and later increased, created or incurred.

4. Additional Representations and Warranties. In addition to all representations and warranties of Debtor set forth in the Agreements, which are incorporated herein by this reference, Debtor hereby represents and warrants that:

(a) except as heretofore disclosed to the Creditor Banks in writing, Debtor is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Debtor acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time Debtor acquires rights therein, will have) any right, title, claim or interest (by way of security interest or other lien or charge or otherwise) in, against or to the Collateral except for the rights of lessees under the Pledged Leases; (b) to the best of Debtor's knowledge, all information supplied to the Creditor Banks by or on behalf of Debtor in connection with the Agreements on or after May 5, 1982, with respect to the Collateral is true and correct; (c) to the best of Debtor's knowledge, as of October 2, 1982, no payment default has occurred under any of the Pledged Leases except as set forth

on Schedule 2 hereto; (d) Debtor does not know of any fact or occurrence which presently or with the passage of time, impairs or could impair the enforceability of any of the Pledged Leases or any provision therein or rights thereunder except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the rights of creditors generally; (e) to the best of Debtor's knowledge, each of the Pledged Leases: (1) is genuine in all respects as appearing on its face and as represented in the Books and Records of Debtor and all information set forth therein is true and correct, (2) contains the entire agreement of the parties thereto with respect to the subject matter thereof, has not been modified or amended in any respect, and is free of concessions, representations, warranties or understandings with the party obligated to make payment thereon (the "Account Debtor") of any kind not expressed in writing therein, (f) all property covered by or subject to each of the Pledged Leases is insured against loss or damage by fire and all other hazards, in such amounts and on such terms as is customary for similarly situated businesses or is required to be so insured pursuant to Lease provisions and Debtor will use its best efforts to insure compliance with such Lease provisions, with Secured Party and Debtor now named or to be named thereon within 120 days as co-loss payees as their respective

interests may appear; (g) each original of each of the Pledged Leases, and each original schedule to such original Pledged Lease, has been prominently and clearly stamped with the following legend: "This document is subject to a security interest in favor of Fidelity Union Bank and William Arnebeck, as collateral agents for the benefit of The Royal Bank of Canada, Michigan National Bank, Crocker National Bank, Berliner Handels-Und Frankfurter Bank, Canadian Imperial Bank of Commerce, The Bank of Nova Scotia, and The Fidelity Bank, pursuant to a Security Agreement dated as of September 1, 1982," or each original of each of the Pledged Leases, and each original schedule to such original Pledged Lease, has been prominently and clearly stamped with the following legend: "This document is subject to a security interest in favor of Fidelity Union Bank and William Arnebeck as collateral agents -- see attached" and in addition, affixed to each Pledged Lease and schedule so stamped shall be an allonge containing the legend first stated above.

5. Covenants of Debtor. In addition to all covenants and agreements of Debtor set forth in the Agreements, which are incorporated herein by this reference, Debtor hereby agrees (a) to do all acts that may be necessary to maintain, preserve and protect the Collateral; (b) not to use or permit any Collateral in its possession or control to be used unlawfully or in violation of any provision of the

Agreements, this Security Agreement, or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral and will use its best efforts to insure that any Collateral not within its possession or control is not used unlawfully or in violation of any provision of the Agreements, this Security Agreement, or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral; (c) to pay promptly when due all taxes, assessments, charges, encumbrances and liens now or hereafter imposed upon or affecting any Collateral provided that Debtor may contest in good faith and in appropriate proceedings, such taxes, assessments, charges, encumbrances or liens so long as doing so will not impair the value of the Collateral; (d) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings deemed necessary or appropriate by Secured Party to perfect, maintain and protect its security interest hereunder and the priority thereof; (e) to appear in and defend any action or proceeding which may affect its title to or Secured Party's interest in the Collateral, unless such action or proceeding, even if adversely determined, would not adversely affect Secured Party's interest in Collateral worth more than \$10,000; (f) to keep accurate and complete records of the Collateral which records shall be immediately accessible and retrievable upon demand by Secured

Party; (g) not to surrender or lose possession of (other than to Secured Party or to the government of the United States or any political subdivision thereof pursuant to applicable statutes concerning governmental expropriation), sell, encumber, lease, rent, or otherwise dispose of or transfer any Collateral or right or interest therein except as permitted under and subject to the terms of the Agreements; (h) at any reasonable time, upon demand by Secured Party and at Secured Party's expense, to exhibit to and allow inspection by Secured Party (or persons designated by Secured Party) of the Collateral and all Books and Records pertaining thereto; (i) to keep the Pledged Leases and the records concerning the Collateral at the locations set forth in Paragraph 20 below and not to remove the Pledged Leases or the records concerning the Collateral from such locations without first giving Secured Party sixty (60) days prior written notice of any such changes (except intra-county location changes) and to give Secured Party sixty (60) days prior written notice of any change in Debtor's residence, chief place of business or place where Debtor's records concerning the Collateral are kept, or trade name(s) or style(s) (j) to cause the Collateral to be adequately insured against all hazards in such amounts as is customary for similarly situated businesses, or to use its best efforts to insure compliance by lessees with Lease provisions which require the lessee to insure the Collateral,

with Secured Party and Debtor named as co-loss payees as their interests may appear, in form and with companies, and against risks and liabilities satisfactory to Secured Party, and Debtor hereby assigns the policies owned by Debtor to Secured Party and agrees to deliver them to Secured Party at its request; and (k) upon the occurrence of an Event of Default, at the request of Secured Party, deliver to Secured Party within twenty-four hours of the receipt thereof by Debtor, in the form received, all proceeds in the form of cash, drafts, notes, money orders or other remittances received in payment of or on account of any of the Collateral, and prior to such delivery, Debtor will not commingle any such proceeds with any of Debtor's funds or property, but will hold such proceeds separate and apart upon an express trust for the sole benefit of Secured Party. All proceeds other than cash shall be deposited with Secured Party in precisely the form in which received, except for the addition thereto of the endorsement of Debtor when necessary to permit collection of Instruments (as defined in the Uniform Commercial Code), which endorsement Debtor agrees to supply promptly.

6. Authorized Action by Secured Party. Upon the occurrence of an Event of Default and for so long as such Event of Default shall be continuing, Debtor hereby irrevocably appoints Secured Party (or such Person as may be designated by Secured Party) as its attorney-in-fact with

full powers of substitution to do (but Secured Party shall not be obligated to and shall incur no liability to Debtor or any third party for failure so to do), any act which Debtor is obligated by this Security Agreement to do, and to exercise such rights and powers as Debtor might exercise with respect to the Collateral, including, without limitation, the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral; (c) insure, process and preserve the Collateral; (d) transfer the Collateral to its own or its nominee's name; and (e) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral. Debtor agrees to reimburse Secured Party upon demand for any costs and expenses, including, without limitation, attorneys' fees which Secured Party may incur while acting as Debtor's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations secured hereby. It is further agreed and understood between the parties hereto that such care as Secured Party gives to its own property of like kind shall constitute reasonable care of

the Collateral when in Secured Party's possession; provided, however, that Secured Party shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

7. Notification of Account Debtors; Collection.

Upon the occurrence of an Event of Default and for so long as said Event of Default shall be continuing, Debtor agrees that Secured Party may at any time, but shall not be obligated to, notify any Account Debtor on any Collateral to make payment directly to Secured Party. Until otherwise notified by Secured Party, Debtor shall collect, enforce and receive delivery and payment of the Collateral.

8. Default and Remedies. Debtor shall be deemed in default under this Security Agreement upon the occurrence of an Event of Default, as that term is defined in the Agreements. Upon the occurrence of any such Event of Default, Secured Party or such Person as may be designated by Secured Party may, at its option, and without notice to or demand on Debtor and in addition to all rights and remedies available to the Creditor Banks under the Agreements, do any one or more of the following: (a) foreclose or otherwise enforce Secured Party's security interest in any manner permitted by law, or provided for in this Security Agreement; (b) sell, lease or

otherwise dispose of any Collateral at one or more public or private sales, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as Secured Party may determine; (c) recover from Debtor all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred or paid by Secured Party in exercising any right, power or remedy provided by this Security Agreement or by law; (d) require Debtor to assemble the Collateral and make the same available to Secured Party at a place to be designated by Secured Party; (e) without limiting the generality of the foregoing, require Debtor to promptly deliver to Secured Party all Pledged Leases and all Books and Records relating thereto; (f) enter onto property where any Collateral is located and take possession thereof with or without judicial process; (g) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Secured Party deems appropriate and in connection with such preparation and disposition, without charge, use any trademark, tradename, copyright, patent or technical process used by Debtor; and (h) notwithstanding anything to the contrary contained in the Agreements or in this Security Agreement, refuse to release its security interest in any of the Collateral.

9. Application of Proceeds. The proceeds of any sale of the Collateral and the net earnings of any management, lease or other use of such Collateral shall, from and after the occurrence of an Event of Default and except as required by applicable law, be applied as follows:

(a) First, to the payment of all costs, expenses, taxes and charges (including payments made in satisfaction of statutory payments for wages and repairs and other statutory preferential claims which take priority over the Secured Party's security interest in the Collateral) incurred by Secured Party in connection with any sale, transfer or delivery of any Collateral (including marketing expenses), for insurance with respect to any Collateral or the operation thereof, or otherwise in connection with the enforcement of any right, power or remedy provided for in the Agreements or in this Security Agreement. Such costs, expenses, taxes and charges shall include, without limitation, the reasonable compensation of Secured Party, its agents and attorneys, and all other charges, expenses, and advances incurred by Secured Party without gross negligence or bad faith, together with payment of all taxes, assessments or liens prior to the lien created by this Security Agreement on the Collateral so sold, except any taxes,

assessments or liens subject to which such sale has been made;

(b) Second, to the payment of all amounts of principal and interest (if any) at the time due and payable on the Term Notes and the Interest Notes (whether at maturity or at a date fixed for prepayment or by acceleration or otherwise) as provided in the Agreements, including interest at the rate specified in the Agreements, and in case such money shall be insufficient to pay in full the amounts so due, then pro rata among the Creditor Banks according to their Percentage Shares until first, all interest and then second, all principal under the Term Notes and the Interest Notes as provided in the Agreements is paid in full.

(c) Secured Party shall hold the balance of such funds, if any, as part of the Collateral under this Security Agreement, subject to application as aforesaid, until all obligations of the Debtor to all of the Creditor Banks are paid in full, and shall pay over the balance of any such funds thereafter remaining to the Debtor upon request and at the expense of the Debtor, or to such other persons as may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

10. Release of Collateral.

(a) At Debtor's request and upon receipt from Debtor of a certificate signed by an officer of Debtor, certifying that (i) no Event of Default has occurred and is continuing under the Agreements or under this Security Agreement and (ii) the sale of the Collateral at issue is in compliance with the terms of § 5.02 of the Agreements, and which certificate shall also identify in reasonable detail the Collateral being sold, the purchaser thereof, and the sales price of the Collateral, Secured Party shall execute and deliver to Debtor such documents, which shall be prepared by Debtor, as are necessary to release Secured Party's security interest in the Collateral being sold. The Secured Party may rely upon such certificate without any independent investigation of the facts asserted therein and shall have no responsibility to monitor the prices obtained for the Collateral.

(b) In addition, in the case of the sale of Leases or inventory in which the Secured Party has no security interest, the Secured Party shall, upon request by the Debtor, deliver to the Debtor a written statement indicating that the Secured Party has no security interest in such Leases or inventory.

(c) In addition to all other fees and expenses provided for in the Creditor Bank Loan Documents, Debtor shall pay to the Secured Party an annual fee of \$5000,

payable in advance on January 1 of each year plus \$100 for each release requested pursuant to this Section 10.

11. Recognition of Certain Rights. With respect to each Lease which by its terms requires any assignment or security agreement entered into by the lessor with respect to said Lease to be subject to or otherwise recognize the rights of the lessee under such Lease, this Security Agreement is hereby specifically made subject to, and otherwise recognizes, the rights of said lessee under said Lease.

12. Waiver of Hearing. To the fullest extent permitted by law upon the occurrence of an Event of Default, Debtor expressly waives any right of any kind to a judicial hearing regarding the exercise by Secured Party of any rights granted Secured Party under this Security Agreement prior to the time Secured Party takes possession or disposes of the Collateral upon default as provided in Paragraph 8 hereof.

13. Cumulative Rights. The rights, powers and remedies of Secured Party under this Security Agreement shall be in addition to all rights, powers and remedies given to Secured Party or any Creditor Bank by virtue of any statute, rule of law or the Agreements, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing Secured Party's security interest in the Collateral.

14. Waiver. Any forbearance or failure or delay by Secured Party in exercising any right, power or remedy shall not preclude the further exercise thereof, and every right, power or remedy of Secured Party shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by Secured Party. Upon the occurrence of an Event of Default, Debtor waives any right to require Secured Party to proceed against any person or to exhaust any Collateral or to pursue any remedy in Secured Party's power.

15. Setoff. Debtor agrees that the Creditor Banks may exercise their rights of setoff with respect to the Obligations in the same manner as if the Obligations were unsecured.

16. Binding Upon Successors. All rights of Secured Party under this Security Agreement shall inure to the benefit of its successors and assigns, and all obligations of Debtor shall bind its successors and assigns.

17. Entire Agreement; Severability. This Security Agreement contains the entire security agreement between Secured Party and Debtor. If any of the provisions of this Security Agreement shall be held invalid or unenforceable, this Security Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

18. References. The singular includes the plural when used in this Security Agreement.

19. Choice of Law. This Security Agreement shall be construed in accordance with and governed by the laws of the State of California, and, where applicable and except as otherwise defined herein, terms used herein shall have the meanings given them in the Uniform Commercial Code of the State of California.

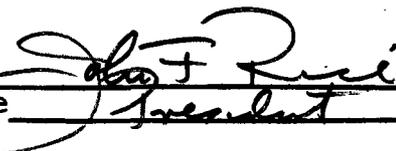
20. Residence; Trade Name; Collateral Location; Records. Debtor represents that its residence and chief place of business are in the City of Minneapolis, County of Hennepin, State of Minnesota,; that "Wickes", "Wickes Leasing Corporation" "Wickes Equipment Leasing, Inc." and "Wickes Leasing F&C" are the only trade names or styles used by Debtor; that the Collateral described in paragraph 1 of Schedule 1 hereto is located either in City of Minneapolis, County of Hennepin, State of Minnesota or City of Santa Monica, County of Los Angeles, State of California; and that Debtor's records concerning the Collateral are kept at City of Minneapolis, County of Hennepin, State of Minnesota and City of Santa Monica, County of Los Angeles, State of California.

21. Notice. Any written notice, consent or other communication provided for in this Security Agreement shall

Such addresses may be changed by written notice given as provided herein.

EXECUTED as of this September 1, 1982.

WICKES LEASING CORPORATION,  
a Delaware corporation  
"Debtor"

By   
Title President

FIDELITY UNION BANK

By   
Title Senior Vice President

  
, an individual

STATE OF New Jersey )  
COUNTY OF Essex ) ss.

On this 31<sup>ST</sup> day of January, 1983, before me, a Notary Public in and for said State, duly commissioned and sworn, personally appeared C. E. Hoos, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Senior Vice President of Fidelity Union Bank, the officer executing the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors, and acknowledged to me that he subscribed his name on the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date in this certificate first above written.



DONNA J. FLANAGAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Jan 18, 1988

STATE OF New Jersey )  
COUNTY OF Essex ) ss.

On this 31<sup>st</sup> day of January, 1983, before me, a Notary Public in and for said State, duly commissioned and sworn, personally appeared William Arnebeck, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged to me that he subscribed his name on the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date in this certificate first above written.



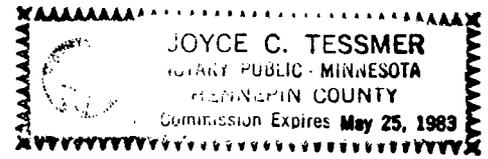
DONNA J. FLANAGAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Jan 18, 1988

STATE OF Minnesota )  
COUNTY OF Hennepin ) ss.

On this 25<sup>th</sup> day of January, 1983, before me, a Notary Public in and for said State, duly commissioned and sworn, personally appeared John Rice, personally known to me (or proved to me on the basis of satisfactory evidence) to be the President of Wickes Leasing Corporation, a Delaware corporation, the officer executing the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors, and acknowledged to me that he subscribed his name on the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date in this certificate first above written.

Joyce C. Tessmer

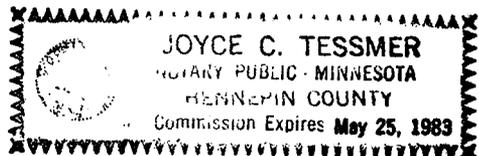


STATE OF Minnesota )  
COUNTY OF Hennepin ) ss.

On this 25<sup>th</sup> day of January, 1983, before me, a Notary Public in and for said State, duly commissioned and sworn, personally appeared John Rice, personally known to me (or proved to me on the basis of satisfactory evidence) to be the President of Wickes Leasing Corporation, a Delaware corporation, the officer executing the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors, and acknowledged to me that he subscribed his name on the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date in this certificate first above written.

Joyce C. Tessmer



## SCHEDULE 1

1. All Leases, as defined in the Agreements, except: (i) any Leases executed after September 1, 1982 (other than renewals or extensions of existing Leases or new Leases substantially replacing, renewing or extending existing Leases); (ii) any Leases between Debtor and any company which was as of September 1, 1982 an Affiliate of Debtor, as defined in the Agreements; (iii) those Leases listed on Annex A to Schedule 1 and any operating leases which were shown as operating leases on the Books and Records of the Debtor as of September 1, 1982.

2. All Debtor's interest in all goods, including without limitation, equipment and inventory, that are subject to, covered by or described in the Leases described in Paragraph 1 of this Schedule 1 specifically including without limitation the aircraft and rolling stock listed on Annex B hereto.

3. All Books and Records, relating to the foregoing Collateral provided, however that during the term of the D&K Agreement, D&K shall be entitled to retain physical possession of the Books and Records and Secured Party shall share with D&K and have a right to equal access to such Books and Records and to make copies thereof.

4. All proceeds of the foregoing Collateral. For purposes of this Security Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds is sold, leased, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, temporary or permanent, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

ANNEX A

1. That certain Master Lease between Telautograph, Inc. and Wickes Leasing Corporation dated July 20, 1979, together with Schedules A through F thereto, dated 12/1/79, 12/28/79, 12/28/79, 12/15/79, 12/15/79, and 1/24/80, respectively.

2. That certain Master Lease between Jojo's Restaurants, Inc. and Wickes Leasing Corporation dated May 1, 1979 and Schedules 1A and 1B thereto dated 7/1/79, 7/7/79, respectively, together with Schedules 2A through I thereto dated 4/24/80.

3. That certain Master Lease between Jojo's Restaurants, Inc. and Wickes Leasing Corporation dated June 1, 1980 and Schedules A through G thereto, dated 6/15/80, 6/24/80, 7/25/80, 8/18/80, 8/29/80, 6/5/80, and 6/5/80, respectively.

4. That certain Master Lease between Motorcar Transport Company and Wickes Leasing Corporation dated April 2, 1981 and Schedules A through I thereto, dated 4/28/81, 6/5/81, 6/22/81, 7/10/81, 7/10/81, 7/31/81, 7/31/81, 8/31/81 and 8/31/81, respectively.

5. That certain Master Lease between Allis Chalmers Corporation and Wickes Leasing Corporation dated August 14, 1980 and Schedules A through N thereto, dated

9/15/80, 9/21/80, 9/10/80, 9/29/80, 10/10/80, 12/1/80,  
12/15/80, 12/15/80, 1/14/81, 1/14/81, 1/14/81, 1/16/81,  
4/15/81 and 4/15/81, respectively.

6. That certain Master Lease between Allis Chalmers Corporation and Wickes Leasing Corporation dated February 1, 1981 and Schedules A through I thereto, dated 4/2/81, 4/5/81, 4/6/81, 4/10/81, 4/12/81, 4/13/81, 4/14/81, 4/15/81 and 9/1/81.

7. That certain Master Lease between McKenna Inc. and Wickes Leasing Corporation dated April 1, 1978 and Schedule I thereto dated 8/19/80.

8. That certain Master Lease between Bowellco Building and Wickes Leasing Corporation dated July 1, 1980 and Schedule 1 thereto dated 7/1/80.

9. That certain Master Lease between Jefferson Buildings and Wickes Leasing Corporation dated July 1, 1980 and Schedule 1 thereto dated 7/1/80.

10. That certain Master Lease between Jefferson Buildings and Wickes Leasing Corporation dated July 1, 1980 and Schedule 1 thereto dated 7/1/80.

11. That certain Master Lease between McKenna, Inc. and Wickes Leasing Corporation dated April 1, 1978 and Schedule A thereto dated 8/19/80.

12. That certain Master Lease between Weber Truck and Warehouse, Inc. and Wickes Leasing Corporation dated September 29, 1980 and Schedule 1 thereto dated 9/29/80.

13. That certain Master Lease between McKenna, Inc. and Wickes Leasing Corporation dated April 1, 1978 and Schedule 1 thereto dated 8/19/80.

14. That certain Master Lease between McKenna, Inc. and Wickes Leasing Corporation dated April 1, 1978 and Schedule I thereto dated 8/19/80.

15. That certain Master Lease between McKenna, Inc. and Wickes Leasing Corporation dated April 1, 1978 and Schedule thereto dated 8/19/80.

16. That certain Master Lease between Leasing Systems, Inc. and Wickes Leasing Corporation dated August 13, 1982 and Schedule 1 thereto dated 8/13/81.

17. That certain Master Lease between Ingersoll-Rand Company and Wickes Leasing Corporation dated February 18, 1982 and Schedule 1 thereto dated 2/18/82.

18. That certain Master Lease between Colorado National Bank and Wickes Leasing Corporation dated September 28, 1978 and Schedule 1 thereto dated 5/5/81.

19. That certain Master Lease between Kennecott Copper Corporation and Wickes Leasing Corporation dated November 1, 1979.

20. That certain Master Lease between Kennecott Copper Corporation and Wickes Leasing Corporation dated December 1, 1979.

21. That certain Master Lease between United Airlines, Inc. and Wickes Leasing Corporation dated November 13, 1979.

22. That certain Master Lease between Interpool Limited and Wickes Leasing Corporation dated November 7, 1980.

23. That certain Master Lease between Chicago and Northwestern Transportation Company and Wickes Leasing Corporation dated October 15, 1980.

24. That certain Master Lease between Pacific Power and Light Company and Wickes Leasing Corporation dated November 1, 1979.

25. That certain Master Lease between Pacific Power and Light Company and Wickes Leasing Corporation dated May 1, 1980.

## ANNEX B

Aircraft

<u>Manufacturer</u>	<u>Model</u>	<u>Manufacturer's Serial Nos.</u>	<u>U.S. Regis- tration No.</u>	<u>Engine Serial Nos. (Each engine with 750 or more rated takeoff horsepower or the equivalent thereof.)</u>
Gates	Learjet 25D	351	N878ME	GE-E-211280A GE-E-211287A
Beechcraft	F90 King Air	LA-155	N1837V	PCE 92421 PCE 92422



ROLLING STOCK SERIAL NOS.

ICG1431	IC 9333
ICG1432	IC 9244
ICG1433	IC 1247
ICG1434	IC 424
ICG1435	IC 1211
ICG1436	ICG 1218
ICG1437	ICG 406
ICG1438	ICG 456
ICG8739	ICG 1000
ICG8740	IC 1233
ICG1429	IC 1013
ICG1430	ICG 1005

MILW 102128	MILW 102145
MILW 102129	MILW 102146
MILW 102133	MILW 102147
MILW 102135	MILW 102150
MILW 102136	MILW 102151
MILW 102137	MILW 102152
MILW 102138	MILW 102153
MILW 102139	MILW 102154
MILW 102140	MILW 102155
MILW 102141	MILW 102156
MILW 102143	MILW 102157
MILW 102148	MILW 102158
MILW 102149	MILW 102159
MILW 102130	MILW 102160
MILW 102131	MILW 102161
MILW 102132	MILW 102162
MILW 102134	MILW 102163
MILW 102142	MILW 102165
MILW 102144	

SCHEDULE 2  
EXTERNAL AGED RECEIVABLES  
AS OF AND INCLUDING 10-20-82

<u>CLIENT</u>	<u>TOTAL</u> AMOUNT DUE	<u>OCT.</u> 30 DAYS	<u>SEPT.</u> 60 DAYS	<u>AUG.</u> 90 DAYS
Ace Cartage	\$ 5,024.25	\$ 5,024.25		
Allis Chalmers	17.39	17.39		
Draco	1,944.91	648.40	639.33	657.18
IL Pallet	12,148.31	2,090.69	2,051.02	8,006.60
InternationalChina	520.52	444.73	75.79	
Jim Hanson Truck	706.41	696.12	10.29	
Marv Borr	2,262.60	341.03	336.16	1,585.41
Marv Borr	1,252.93	299.91	297.72	655.30
Meyer & Sons	7,312.99	2,355.42	2,336.49	2,621.08
Noyes Feed Yard	988.17	960.53	27.64	
Sharp MFG	2,668.74	1,312.54	1,337.43	18.77
Snaps Building	544.38	544.38		
Oil & Solvent	442.44	401.05	41.39	
General Trucking	5,550.63	1,669.36	1,644.69	2,236.58
Lee Klinger	164.73	159.96	4.77	
Allis Chalmers	1,068.89	1,068.89		

<u>CLIENT</u>	<u>TOTAL</u> <u>AMOUNT DUE</u>	<u>OCT.</u> <u>30 DAYS</u>	<u>SEPT.</u> <u>60 DAYS</u>	<u>AUG.</u> <u>90 DAYS</u>
Bill Gonzales	198.14	197.21	.93	
Metzer Simonson	130.32	130.32		
Wells Fargo	21,032.34	10,483.21	10,549.13	
Barclays Bank	392.97	392.97		
PA Inc.	1,726.45	1,726.45		
Atlantic Cold	11,611.56	1,649.46	1,625.09	8,337.01
Stabil Drill	2,897.37	2,897.37		
Seng Trucking	1,927.28	1,817.49	109.79	
Leasing Systems	21,612.77	7,221.34	7,218.17	7,173.26
Porta John	45,617.33	15,310.50	15,094.60	15,212.23
Transco Leasing	5,691.16	2,522.07	2,520.83	648.28
Co Lift	2,349.32	753.10	743.26	852.96
Al Johnson Buick	173.97	173.97		
S&J Builders	9,506.01	1,364.53	1,347.95	6,793.53
Barry Cassata	179.44	179.44		
G&J Enterprises	1,219.67	1,217.23	2.44	
Circle Olds	686.97	341.16	336.30	9.51
Metro Leasing	4,994.82	4,924.77	70.05	
Dogwood Coal	14,142.10	4,528.01	4,463.52	5,150.57
Servinational	6,745.43	6,560.19	185.24	

<u>CLIENT</u>	<u>TOTAL</u> <u>AMOUNT DUE</u>	<u>OCT.</u> <u>30 DAYS</u>	<u>SEPT.</u> <u>60 DAYS</u>	<u>AUG.</u> <u>90 DAYS</u>
Gary Watson	4,435.36	1,116.21	1,100.31	2,218.84
Hardwicke	17,952.92	5,958.06	5,870.01	6,124.85
Providence Hospital	10,786.41	10,786.41	(sales tax)	
Jefferson Bldgs.	1,053.03	370.24	343.68	339.11
T. Wright	2,616.35	2,604.35	12.00	
Carver Federal	812.86	801.25	11.61	
Triumph Energy	269.96	269.96		
Portsmouth Dodge	227.72	224.45	3.27	
Advance Industries	5,508.71	2,754.64	2,754.07	
Mejum Products	11,232.81	1,894.10	1,869.78	7,468.94
NBC Drilling	386,879.07			386,879.07
Joe Graeve	366.51	177.33	173.21	15.97
Dynamic Lift	1,539.03	758.29	747.08	33.66
Praco Coal	26,288.54	8,455.86	8,449.50	9,383.18
Am. Transport	673.76	330.09	325.53	18.14
McHubbel	62.48	31.46	31.02	
Dime Banking	193.55	193.55		
Schleppenbach	3,224.97	1,605.85	1,602.59	16.53
Silver Indust.	336.52	327.43	9.09	
Union Bank	11,551.92	2,976.91	8,575.01	

<u>CLIENT</u>	TOTAL <u>AMOUNT DUE</u>	OCT. <u>30 DAYS</u>	SEPT. <u>60 DAYS</u>	AUG. <u>90 DAYS</u>
Mother Lode	233.20	233.20		
First Interstate	2,988.09	2,988.09		
L. O'Dell	5,429.53	4,986.69	442.84	
Child's Hosp.	<u>2,612.43</u>	<u>1,315.94</u>	<u>1,296.49</u>	
TOTALS	<u>\$692,729.44</u>	<u>\$133,585.82</u>	<u>\$86,687.11</u>	<u>\$472,456.56</u>