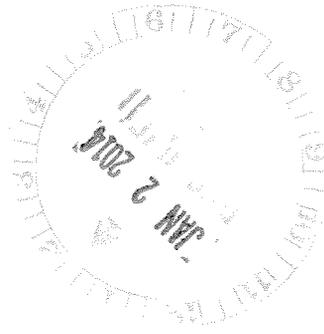


JAN 02 '14 -4 00 PM

SURFACE TRANSPORTATION BOARD

December 24, 2013

Chief
Section of Administration,
Office of Proceedings
Surface Transportation Board
395 East Street, S.W.
Washington, DC 20423-0001



Dear Section Chief:

I submit for filing and recording under Section 11301 of Title 49 of the U.S. Code and regulations promulgated thereunder, the enclose original and one copy of each of the primary documents, not previously recorded, entitled Security Agreement (Equipment & Rolling Stock), dated December 9, 2103.

The names and addresses of the parties to the documents are as follows:

Grantor, National Railway Historical Society Inc, Promontory Chapter, a Utah non-profit corporation with its principle office at 1965 Lindsay Dr. Taylorsville Utah 84129

Secured Party, Harry L. Davis III, 4101 W. 109th Avenue Crown Point, IN. 46307

A description of the equipment covered by the document follows:

1948 BUDD Dome Passenger Car known as the "Moonlight Dome" Car No. PPCX 800203

The filing fee of \$44 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to:

Harry L. Davis III
4101 W. 109th Avenue
Crown Point, IN. 46307

A return envelope is enclosed for your convenience.

Sincerely,

Harry L. Davis III

ENCLOSURES

31036

JAN 02 '14 -4 00 PM

**SECURITY AGREEMENT
EQUIPMENT**

SURFACE TRANSFORMATION BOARD

The undersigned National Railway Historical Society Inc, Promontory Chapter, a Utah non-profit corporation with its principle office at 1965 Lindsay Dr. Taylorsville Utah, ("Grantor") hereby grants to Harry L. Davis an individual (the "Secured Party") a security interest in the following described property, together with all increases therein, all added and substituted parts and equipment, accessories, supplies and improvements thereof, additions and accessions now or hereafter affixes or used in connection therewith, together with all proceeds of such property to wit:

1948 BUDD Dome Car known as "Moonlight Dome" Car No. PPCX 800203

All of said property is hereinafter referred to as the "Collateral" and is primarily located in Salt Lake County, State of Utah.

The security interest granted herein shall secure the payment of principal, interest and all charges in connection with all obligations hereunder and all other obligations of the Grantor to the Secured Party, however created; arising or evidences, whether direct or indirect, absolute or contingent, nor or hereafter existing, or due or to become due (herein collectively called the "Liabilities").

GRANTOR HEREBY REPRESENTS, COVENANTS AND AGREES WITH SECURED PARTY AS FOLLOWS:

1. USE OF COLLATERAL. Grantor represents and agrees that the primary use of the Collateral is for business.
2. SALE. Grantor will not sell, lease or otherwise dispose of the Collateral unless the Secured Party consents thereto in writing.
3. TITLE. Grantor has title to the Collateral free and clear of any security interests or encumbrances of any nature.
4. FILING. Grantor warrants that no financing statement is now on file in any public office covering any of the Collateral or any proceeds thereof, and so long as any amount remains unpaid on any Liabilities of the Grantor, no financing statement will be executed or filed except as required hereby.
5. CARE OF PROPERTY. Grantor agrees not to misuse, waste, injure, destroy, conceal, encumber or in any way dispose of the Collateral.
6. RIGHT TO PROTECT COLLATERAL. The Secured Party may, but is not required to, at its option, pay any tax, assessment, insurance premium, expense, repair or other charges payable by Grantor, and any filing or recording fees, and any amount so paid with interest thereon at the maximum rate permitted by law from date of payment until repaid shall be secured hereby and shall be repaid by Grantor on demand. The rights granted by the paragraph are not a waiver of any other rights of the Secured Party from breach of any of the covenants hereof by Grantor.
7. DEFAULT. Time is of the essence in this Security Agreement and the Grantor shall be in default hereunder upon the occurrence of any of the following events ("Events of Default") to-wit:
 - a. Any failure to pay when due the full amount of any payment of principal, interest, or other charges which are or may be secured hereby;
 - b. Any failure to perform as required by any covenant or agreement herein;
 - c. The falsity of any representation by Grantor herein;

- d. If any part of the Collateral should be seized or levied upon under any legal governmental process against Grantor or against the Collateral;
 - e. If Grantor becomes insolvent or is the subject of a petition in bankruptcy, either voluntary or involuntary, or in any other proceeding under the federal bankruptcy laws; or makes an assignment for the benefit of creditors; or if the Grantor is named in or the Collateral is subjected to a suit for the appointment of a receiver;
 - f. Loss, substantial damage to, or destruction of any portion of the Collateral;
 - g. Entry of any judgment against the Grantor;
 - h. The assignment by Grantor of any equity in any of the Collateral covered hereby without the written consent of the Secured Party; and
 - i. The Secured Party shall deem itself insecure for any reason whatsoever.
8. REMEDIES. Upon the occurrence of any Event of Default hereunder and at any time hereafter, the Secured Party may declare immediately due and payable all amounts secured hereby and shall have the remedies as a Secured Party under the Uniform Commercial Code or other applicable law, and without limiting the generality of the foregoing, the Secured Party shall be entitled as follows:
- a. The Secured Party is authorized to enter any premises where the Collateral is situated and take possession of the said Collateral without notice or demand and without legal proceedings; and
 - b. Grantor agrees to put the Secured Party in possession of the Collateral on demand; and
 - c. The Secured Party may sell the Collateral in accordance with the law. Grantor agrees that a period of sixty (60) days from the time notice is sent, by first class mail or otherwise, shall be a reasonable period of notification of sale of the Collateral. Grantor agrees that any notice or other communication by the Secured Party to the Grantor shall be sent to the mailing address of the Grantor stated herein.
9. GENERAL. This Agreement constitutes the entire agreement between the parties and may not be altered or amended except in writing signed by both parties. Any provisions found to be invalid shall not invalidate the remainder hereof. Waiver of any default shall not constitute a waiver of any subsequent default. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Utah and subject only to the jurisdiction of the Courts thereof. This instrument shall be binding upon the heirs, personal representatives, successors and assigns of the Grantor and shall inure to the benefit of the Secured Party, its successors and assigns.

Dated this 9th day of December 2013.

GRANTOR:

National Railway Historical Society Inc, Promontory Chapter

By: _____

Gregory B. Butters

Its: Trustee

CORPORATE FORM OF ACKNOWLEDGEMENT

STATE OF UTAH

COUNTY OF DAVIS

On this 9th day of December 2013 before me personally appeared Gregory Butters, who being by me duly sworn, did say that he was the Trustee of the National Railway Historical Society Inc, Promontory Chapter and that the above instrument was signed in behalf of said Corporation by the authority of a resolution of its Board of Directors and that the above instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors and said Gregory Butters acknowledged to me that said Corporation executed the same.



Kylie Jones

Notary Public

Residing at _____

My commission expires 6/7/2021