

Kirsten S. Penn, Esquire  
kpenn@lenderlaw.com

April 1, 2014

REGISTRATION NO. 31144 FILED

APR 02 '14 -4 34 PM

SURFACE TRANSPORTATION BOARD

**VIA FEDERAL EXPRESS**

Chief of the Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 "E" Street, SW  
Washington, DC 20024

RE: CNB Bank/Laurel Capital Corporation

Dear Section Chief:

Enclosed for recordation pursuant to Section 11301 of Title 49 of the U.S. Code, please find an original and a certified copy of a Security Agreement, dated April 1, 2014, between CNB Bank and Laurel Capital Corporation. The Security Agreement is a primary document securing an interest in, among other things, railroad cars owned by Laurel Capital Corporation.

The name and address of the parties to the Security Agreement are as follows:

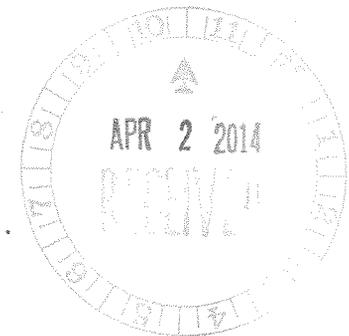
**SECURED PARTY:**

CNB Bank  
The Atrium, Suite 100  
665 Philadelphia Street  
Indiana, Pennsylvania 15701

and

**DEBTOR:**

Laurel Capital Corporation  
6600 Brooktree Court, Suite 3000  
Wexford, Pennsylvania 15090



A description of the equipment covered by the Security Agreement is as follows:

30 Railcars more fully described in Lease Schedule 3406-2 attached as Exhibit A to the Security Agreement, as well as such Lease Schedule and all rights thereunder.

Surface Transportation Board  
April 1, 2014  
Page 2

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

A Security Agreement between CNB Bank and Laurel Capital Corporation, dated April 1, 2014 securing an interest in, among other things, 30 railcars and that certain Lease Schedule 3406-2 as more fully set forth in the Security Agreement.

Also enclosed is a check in the amount of \$44.00 payable to the order of the Surface Transportation Board covering the recordation fee. Kindly record, index and time stamp the enclosed Security Agreement. Thereafter please return the time-stamped original Security Agreement to me in the enclosed self addressed stamped envelope.

Please do not hesitate to contact me in the event you need any additional information.

Very truly yours,



Kirsten S. Penn

Enclosures



**SECURITY AGREEMENT  
(Chattel Mortgage and Assignment)**

APR 02 '14 -4 34 PM

SUNSHINE TRANSPORTATION BOARD

THIS SECURITY AGREEMENT (this "Agreement"), dated April 1, 2014, is entered into by and between Laurel Capital Corporation, a Pennsylvania corporation (the "Company," and sometimes herein, the "Lessor"), and CNB Bank (the "Bank"). In consideration of the mutual agreements contained herein, the parties hereto agree as follows:

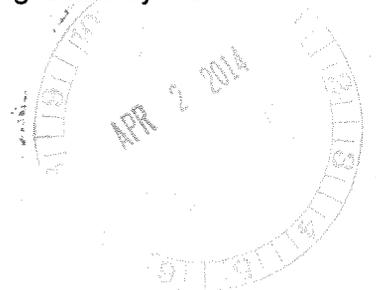
(1) As security for the payment of all indebtedness of the Company to the Bank, hereunder and under that certain Promissory Note (the "Note") in the original principal amount of \$3,663,827.38 dated April 1, 2014 and payable by the Company to the Bank and other amounts payable by the Company to the Bank hereunder (collectively, the "Indebtedness"), the Company hereby absolutely and unconditionally transfers, assigns and sets over to the Bank, and grants to the Bank a security interest in, all the Company's right, title, and interest in and to the following:

- (i) the railcars described in Schedule 3406-2 dated January 1, 2014, attached hereto as Exhibit A (the "Schedule") and any accession to and replacements of such railcars (collectively, the "Equipment");
- (ii) the Schedule;
- (iii) the Finance Lease No. 3406 (the "Lease"), dated January 1, 2014, by and between the Company and Kasgro Leasing, LLC ("Lessee"), to the extent it applies to the Schedule and the Equipment and other documents related thereto;
- (iv) all rental payments, purchase proceeds, and any and all other amounts payable hereafter under the Lease and Schedule by Lessee to the Company, including, but not limited to, the amounts set forth in Sections 4 and 5 of the Schedule (collectively, the "Lease Payments");
- (v) all proceeds of the foregoing and of the insurance referred to in paragraph (4) hereof; and
- (vi) any and all corporate and personal guarantees granted to the Company extended to and in connection with the obligations of the Lessee under the Lease (the "Guarantees");

(the Equipment, the Schedule, and the Company's rights (x) to the Lease Payments, as Lessor under the Lease, and (y) under the Guarantees, are collectively referred to herein as the "Collateral"). Additional information regarding the Note is provided on Exhibit B.

(2) The Company represents, warrants and covenants, as applicable, that:

- (i) it has good title to the Collateral, free of all liens, assignments, pledges, transfers and claims except for (x) rights of the Lessee under the Lease and the Schedule, and (y) any liens inferior and subordinate to the Bank's interest granted by the Lessee to third parties other than the Company, if any;



**SECURITY AGREEMENT  
(Chattel Mortgage and Assignment)**

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- (ii) it has the power and authority to, and does hereby convey to the Bank, a valid and perfected first security interest in the Collateral as security for the obligations of the Company under the Note;
- (iii) the Note, this Agreement, the Schedule, the Lease and the Guarantees are valid and enforceable in accordance with their respective terms (except as enforcement may be affected by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforceability generally of the rights of creditors and lessors and except as certain remedies may be affected by the equitable powers of a court of competent jurisdiction);
- (iv) as of the date hereof there are no setoffs, counterclaims or defenses on the part of (x) the Lessee with respect to the obligation of the Lessee to make the Lease Payments or (y) any guarantors with respect to their obligations to make payments required under their respective Guarantees;
- (v) the Equipment has been delivered to and accepted by the Lessee at the applicable address set forth in the Lease and the Company will not grant permission to the Lessee to relocate all or any portion of the Equipment unless the Bank otherwise consents;
- (vi) it has delivered to the Bank true, correct, complete, and fully executed copies of the Lease, the Schedule and the other Financing Documents (as defined in the Master Business Servicing Agreement between the Company and the Bank (the "Servicing Agreement") executed in connection with the Lease (the "Financing Documents");
- (vii) it will not assign its rights under the Lease, the Schedule or other Financing Documents or to any other Collateral, or grant a security interest in or lien upon any portion thereof, to any person other than the Bank, and it will deliver to the Bank a release or subordination of any security interest heretofore granted in the Collateral to any other person;
- (viii) it will execute such financing statements and other documents reasonably necessary or appropriate to perfect the Bank's security interests in the Collateral as the Bank may reasonably request;
- (ix) it will not amend or modify any provision of the Schedule, the Lease or any of the other Financing Documents without the prior written consent of the Bank;
- (x) all warranties set forth in the Servicing Agreement and the Loan Documents (as defined in the Servicing Agreement) executed in connection with the Note are true and correct;
- (xi) it (i) is duly organized, validly existing and presently subsisting under the laws of the Commonwealth of Pennsylvania, (ii) has the necessary power and authority to own its properties and to carry on its business as now conducted, and (iii) has the legal authority and capacity to execute and deliver this Agreement and the Note, and perform its obligations hereunder and thereunder;

**SECURITY AGREEMENT  
(Chattel Mortgage and Assignment)**

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- (xii) the execution and delivery of this Agreement and the Note and the performance of its obligations hereunder and thereunder (i) have been duly authorized by requisite action and (ii) will not (A) violate any provision of its organizational documents, material governmental rule or regulation of contract, agreement or other instrument to which it is a party or by which it is bound, (B) be in conflict with, result in a breach of or constitute a default under any such material contract, agreement or other instrument or (C) result in the creation or imposition of any material encumbrance upon any of its properties or assets;
- (xiii) this Agreement and Note have been duly executed and delivered by it and constitute its legal, valid and binding obligations, enforceable against it in accordance with their terms (except as enforcement may be affected by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforceability generally of the rights of creditors and lessors and except as certain remedies may be affected by the equitable powers of a court of competent jurisdiction);
- (xiv) the Company has not received any Lease Payments under the terms of the Lease prior to the date hereof that are being financed under the Note and has not waived or forgiven the performance of any obligations or duties of the Lessee or any guarantors under the Guarantees, if any, to perform under the Financing Documents;
- (xv) except as listed in clause (xviii) below, to the best of the Company's knowledge there are no actions, suits or proceedings at law or in equity now pending, or threatened, by or against or affecting the Company, the Lessee, or any guarantors' under the Guarantees;
- (xvi) upon the occurrence of any Material Default (as defined in paragraph (5) below) it will deliver to Bank immediately upon request the original Schedule and any and all other original Financing Documents related to the Lease, together with all other information received by Lessor with respect to the Schedule;
- (xvii) it will execute such additional agreements, documents and instruments as Bank shall reasonably require from time to time to: (i) satisfy its obligations and/or fulfill its representations, warranties, and covenants hereunder; (ii) evidence the assignment of the Lease Documents related to the Lease; and (iii) to effectuate the assignment and the other transactions contemplated by this Agreement;
- (xviii) it has no knowledge of any litigation against the Lessee other than that filed by Panthera Railcar, LLC, against Kasgro Leasing, LLC, et al, Case Number 2:13-CV-00679, filed in the Western District of Pennsylvania;
- (xix) it will maintain and preserve the original Schedule, original Lease, and all other original Financing Documents at its office in Wexford, Pennsylvania, and shall not transfer said documents to any other location without the prior written consent of the Bank;

**SECURITY AGREEMENT  
(Chattel Mortgage and Assignment)**

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- (xx) the Company shall deliver the original Schedule to the Bank immediately upon the Bank's written request regardless of whether or not any default has occurred under this Agreement or the Note;
  - (xxi) the Bank is hereby authorized, with or without the Company's prior consent, to file this Agreement, financing statements, and other documents with the appropriate public offices, including but not limited to the Pennsylvania Department of State and the Surface Transportation Board, in order to perfect or protect its rights, title, and security interests in and to the Collateral; provided, however, that the Bank shall not file any financing statement or other document which suggests that the Bank has any rights or interests in any property other than the Collateral;
  - (xxii) by way of that certain Purchase Agreement dated September 5, 2012, (the "Purchase Agreement") by and between the Company, as buyer, and General Electric Railcar Surfaces Corporation, GE Business Financial Services, Inc., General Electric Capital Corporation, and Heller Financial Leasing, LLC (collectively, the "GE Entities"), as sellers, the Company acquired all rights, title, and interests of the GE Entities in and to the Equipment; and
  - (xxiii) the Collateral is free and clear of any and all mortgages, liens, pledges, security interests, claims, encumbrances, easements, servitudes, or charges of any kind which may be permitted by the "Operative Agreements" as defined under the Purchase Agreement, and such "Operative Agreements" have been terminated and are null and void.
- (3) This Agreement shall not relieve the Company from, or cause the Bank to be liable for, the obligations of the Company under the Schedule or Lease. The Company also shall use commercially reasonable efforts to cause the Lessee to perform Lessee's obligations under the Schedule and the Lease to the extent it relates to the Schedule. All Lease Payments due after the date hereof are to be made by the Lessee directly to the Company, and the Company agrees to remit such payments directly to the Bank as provided in the Servicing Agreement. At any time that the Lease may be in default, the Bank also may exercise, at any time from time to time, such rights, powers, and remedies of the Lessor under the Lease as the Bank may, in its sole discretion, deem to be appropriate.
- (4) Risk of loss of, damage to or destruction of the Equipment shall be borne by the Company (except any such risks which are to be borne by the Lessee under the Lease, unless the occurrence of such risk would entitle the Lessee to an abatement of Lease Payments as a result thereof) and the Company shall use commercially reasonable effects to cause the Lessee to insure the Equipment against such risks to be borne by it in each case in an amount not less than the aggregate amount of the Lease Payments due from and after the date on which such risk might occur. All policies for such insurance shall contain loss payable clauses in favor of the Company. The Company hereby assigns and sets over unto the Bank all monies which may become payable on account of any such insurance and directs the insurers to pay the Bank any amounts so due to the extent said monies are not used to repair or replace said Equipment; provided that if the Lease is terminated in whole or in part as the result of said loss,

**SECURITY AGREEMENT  
(Chattel Mortgage and Assignment)**

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damage or destruction, then the Bank shall receive all of the insurance proceeds applicable thereto. The Bank agrees to pay forthwith to the Company any surplus remaining from the insurance proceeds after payment of all Indebtedness.

- (5) Each of the following shall constitute a "Material Default" hereunder: (i) the Company defaults in the payment of any principal or interest payable under the Note for more than five (5) days after the Bank has given notice of such default to the Company; (ii) the Company defaults in the payment or performance of any other obligation or covenant of the Company under this Agreement or under the Note for more than fifteen (15) days after the Bank has given notice of such default to the Company; (iii) any representation or warranty made herein by the Company shall prove to have been false or misleading in any material respect as of the date hereof and is not cured within fifteen (15) days after the Bank has given notice to the Company thereof; (iv) the Company becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to or acquiesces in the appointment of a trustee or receiver for it or any of its property, or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, shall be instituted by or against the Company, and if instituted against it shall be consented to or acquiesced in by it or shall not be dismissed within a period of sixty (60) days; or (v) an Event of Default (as described in the Lease) occurs under the Lease relating to the Schedule. Upon the occurrence of any Material Default, the Bank may at its option declare all liabilities and obligations of the Company under the Note to be immediately due and payable, whereupon the unpaid principal of and accrued interest on the Note shall become immediately due and payable, and the Bank may: (i) exercise all rights and remedies provided under the terms of the Schedule, the Lease as it relates to the Schedule, the Note, the Guarantees, and/or this Agreement; (ii) enforce its security interests in the Collateral; (iii) confess judgment against the Company pursuant to the Warrant of Attorney contained in the Note; (iv) exercise its rights and remedies under any guarantees of the Indebtedness or the Note (subject to any additional notice and cure period afforded under such guarantees), including, but not limited to, the confessions of judgment; (v) exercise its rights and remedies under the Servicing Agreement, any and all Financing Documents, as well as any rights and remedies available to the Bank under applicable law or in equity; and (vi) set-off against, all property of the Company and the proceeds thereof held or received by or for the Bank for any purpose. The Bank shall be entitled to obtain reimbursement for all reasonable costs, attorney's fees and legal expenses incurred by it in exercising such rights and remedies. The Bank agrees to pay forthwith to the Company any surplus remaining from the Collateral after payment of all Indebtedness.
- (6) Notwithstanding any other provision of this Agreement, (i) the Bank agrees that its security interest and rights hereunder are subject to the rights of the Lessee under the Lease to the extent it relates to the Schedule; and (ii) the Company agrees that any provisions in the Servicing Agreement or any other prior agreement with the Bank that would make the Note or this Agreement non-recourse to the Company shall not be applicable to the Note or this Agreement unless and to the extent that the Bank otherwise agrees in a written agreement duly executed by the Bank.
- (7) THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE,

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SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REFERENCE TO THE PROVISIONS THEREOF REGARDING CONFLICTS OF LAW. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

- (8) This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Company and the Bank. The Bank agrees that, in the event of any transfer by it of the Loan Documents, it will endorse thereon a notation as to the portion of the principal of the Note which shall have been paid at the time of such transfer and as to the date which interest shall have been last paid thereon.
- (9) This Agreement may be amended, changed or modified only by an instrument in writing executed and delivered by the Company and the Bank.
- (10) All written notices provided for herein shall be transmitted by United States first class mail postage prepaid, messenger service or facsimile transmission (with a copy sent by first class mail), as follows:

If to the Bank:

CNB Bank  
The Atrium, Suite 100  
665 Philadelphia Street  
Indiana, PA 15701  
Attention: Jeffrey W. Alabran, SVP Commercial Lending  
Fax: (724) 471-2177

If to the Company:

Laurel Capital Corporation  
6600 Brooktree Court, Suite 3000  
P.O. Box 839  
Wexford, PA 15090-0839  
Attention: William C. Zopf, Jr., CEO  
Fax: (724) 933-5201

Either party may change the address or facsimile telephone number to which notice to it is to be sent by written notice given to the other party hereto in accordance with the foregoing. All such notices shall be deemed to be received (i) on the third day after being mailed by the United States first class mail, postage prepaid, (ii) by messenger service when received or (iii) on the date of transmission, if sent by facsimile and confirmed by a copy sent by first class mail.

- (11) All representations, warranties, and covenants made by the parties herein and in any certificates delivered pursuant hereto, shall survive the delivery of this Agreement.

**SECURITY AGREEMENT  
(Chattel Mortgage and Assignment)**

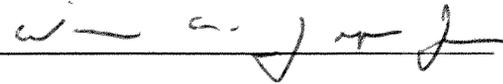
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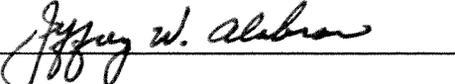
- (12) During the term of this Agreement, each party shall take such actions and execute and deliver such additional agreements and documents as the other party may reasonably require in order to consummate the transactions contemplated hereunder and to carry out all obligations and covenants arising hereunder.
- (13) No delay on the part of the parties in exercising any of their respective rights, remedies, powers and privileges hereunder, or partial or single exercise thereof shall constitute a waiver thereof. All rights and remedies of the parties hereunder and under applicable law or in equity are cumulative and not exclusive and may be exercised in any order.
- (14) This Agreement is intended by the parties hereto to be the final expression of their agreement with respect to the subject matter hereof. This Agreement supersedes any former agreements between the parties hereto governing the same subject matter.
- (15) The execution hereof by each party hereto shall constitute a contract between them for the uses and purposes hereinabove set forth, and this Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.
- (16) EACH OF THE BANK AND THE COMPANY IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS, AND THE BANK AND THE COMPANY ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

IN WITNESS WHEREOF, the Company and the Bank have duly executed and delivered this Agreement as of the day and year first above written.

**LAUREL CAPITAL CORPORATION,**  
a Pennsylvania corporation

**CNB BANK**

By: 

By: 

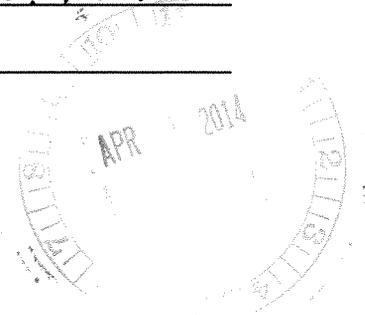
Name: William C. Zopf, Jr.

Name: Jeffrey W. Alabran

Title: CEO

Title: SVP

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[ACKNOWLEDGMENT ON FOLLOWING PAGE]





**SECURITY AGREEMENT  
(Chattel Mortgage and Assignment)**

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**EXHIBIT A**

**A copy of Schedule 3406-2 is attached hereto**

# LAUREL CAPITAL CORPORATION

6600 BROOKTREE COURT, SUITE 3000-  
WEXFORD, PA 15090-0839

P.O. BOX 839

Phone: (724) 933-5200  
Fax: (724) 933-5201

## SCHEDULE OF LEASED EQUIPMENT Schedule Number 3406-2

Lessee (Complete Name and Address):

KASGRO LEASING, LLC  
121 Rundle Road  
New Castle, PA 16102

Supplier (Complete Name and Address):

Kasgro Rail Corp.  
121 Rundle Road  
New Castle, PA 16102

1. This Schedule of Leased Equipment (this "Schedule") is hereby made a part of the Finance Lease between the undersigned Lessor and the undersigned Lessee, dated as of January 1, 2014 (the "Lease"). All terms and conditions of said Lease are incorporated herein by reference. All capitalized terms used herein but not defined herein shall have their respective definitions provided therefor in the Lease. To the extent of a conflict between the Lease and this Schedule, this Schedule shall control.

2. The railcars subject to the Lease and this Schedule (the "Railcars") are set forth on Exhibit A attached hereto.

[Include all taxes levied at the time of sale, or include in Block 4.E below, whichever is appropriate in jurisdiction where Railcars is located]

**THE TOTAL RAILCARS COST INCLUDING TAXES LEVIED AT THE TIME OF SALE IS: \$3,626,662.00**

3. The Railcars shall only be located at those locations permitted under the Lease without the Lessor's prior written consent.

The Railcars described herein shall include all present and future additions, accessions, substitutions and replacements thereto, as more fully described in Section 1 "LEASE AGREEMENT" of the Lease.

4. The original term of the Lease solely as to the Railcars described in this Schedule commences on January 1, 2014 (the "Schedule Commencement Date") and terminates on September 1, 2019, unless sooner terminated under the terms of the Lease. As rent for the Railcars, Lessee shall pay total rent of \$3,053,407.40 (the "Total Rent") plus tax, if any, as provided below and until all such payments set forth below have been paid in full, as follows:

A Security Deposit (if any)	B Number and Type of Payments	C Date Payments Commence	D Amount of Payment	E Tax on Payment (if any)	F Total Payment	G Date Payments Terminate
	68 monthly	January 1, 2014	\$44,903.05	\$0.00	\$44,903.05	August 1, 2019

5. On September 1, 2019, which is the end of the Rental Term for the Railcars described herein, Lessee shall, pursuant and subject to Section 23 of the Lease ("PURCHASE AT END OF RENTAL TERM"), purchase all but not less than all of the items of Railcars listed herein for \$1,340,488.86, upon which title to the Railcars (other than as described in Section 9 below, if applicable) shall transfer to Lessee.

6. By executing and delivering to Lessor the Lessee Acceptance Certificate attached hereto, Lessee warrants, covenants and agrees that (a) Lessee has received all Railcars described in this Schedule at the location described in Section 3 above; (b) Lessee has duly inspected and accepts such Railcars without reservations; (c) Lessee is unconditionally bound to pay to Lessor the Total Rent and other payments due under the Lease, whether or not any Railcars described herein may now be or hereafter become unsatisfactory in any respect; and (d) notwithstanding anything contained herein, Lessor and Lessee shall continue to have all rights which either of them might otherwise have with respect to the Railcars described herein against any manufacturer or seller of said Railcars or any part hereof.

SIGNATURES – IN INK

Date: 9/4/12

Date: 9/4/12

LESSOR:

LESSEE:

LAUREL CAPITAL CORPORATION

KASGRO LEASING, LLC

By: [Signature]

By: [Signature]

Title: CEO

Title: Exec Vice President

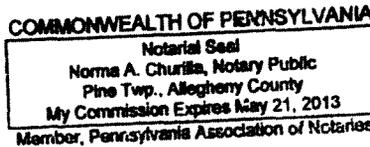
Commonwealth of Pennsylvania )  
County of Allegheny ) ss:

On this 4th day of September, 2012, before me personally appeared Jeffrey A. Phut, to me personally known, who being by me duly sworn, says that he is the Executive V.P. of Kasgro Leasing, LLC, a Pennsylvania limited liability company, that the foregoing instrument was executed under seal, that said instrument was signed and sealed on behalf of said company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

[Signature]

Signature of Notary Public

SEAL



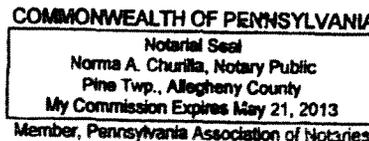
Commonwealth of Pennsylvania )  
County of Allegheny ) ss:

On this 4th day of September, 2012, before me personally appeared William C. Zopf, Jr., to me personally known, who being by me duly sworn, says that he is the CEO of Laurel Capital Corporation, a Pennsylvania corporation, that the foregoing instrument was executed under seal, that said instrument was signed and sealed on behalf of said company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

[Signature]

Signature of Notary Public

SEAL



Schedule #3406-2

**Car Number**

KRL 50804  
KRL 50805  
KRL 50806  
KRL 50807  
KRL 50808  
KRL 50809  
KRL 163200  
KRL 163201  
KRL 388000  
KRL 388001  
KRL 388005  
KRL 27801  
KRL 27802  
KRL 27803  
KRL 27804  
KRL 27805  
KRL 70848  
KRL 70849  
KRL 70850  
KRL 70851  
KRL 70852  
KRL 70866  
KRL 70867  
KRL 70868  
KRL 70870  
KRL 70871  
KRL 70872  
KRL 70873  
KRL 70874  
KRL 27800

**SECURITY AGREEMENT  
(Chattel Mortgage and Assignment)**

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**EXHIBIT B**

**Schedule 3406-2**

**NOTE AMOUNT:** **\$3,663,827.38**

**NUMBER OF NOTE PAYMENTS:** Sixty-five (65) payments of \$44,903.05  
One (1) balloon payment of \$1,340,488.86

**NOTE PAYMENT FREQUENCY:** Monthly

**1ST NOTE PAYMENT DUE:** May 1, 2014

**PAYMENT BREAKDOWN:**

\$44,903.05	Principal & Interest
\$ 0.00	Escrow
-----	
\$44,903.05	Total Payment
=====	
\$1,340,488.86	Balloon Payment
=====	

Certification of Copy

I, Kirsten S. Penn, an attorney licensed to practice law in the Commonwealth of Pennsylvania, as filer of the enclosed Security Agreement between CNB Bank and Laurel Capital Corporation, hereby certify under penalty of perjury that I have compared the attached copy with the attached original and have found the copy to be a complete and identical in all respects to the original.

Dated: April 1, 2014



\_\_\_\_\_  
Kirsten S. Penn, Esquire

Counsel for CNB Bank