



**Commerce
Union Bank**

Affiliate of Tennessee Valley Bancorp, Inc.

One Commerce Place
Nashville, Tennessee 37239

RECORDATION NO. 10950 Filed 1425

OCT 25 1979 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

John Alden Rodgers
Vice President

No. 9-298A042

Date OCT 25 1979

Fee \$ 50.00

ICC Washington, D. C.

October 19, 1979

Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Registered Mail

Re: Recordation of Security Interest in
Railroad Rolling Stock

OCT 25 1 42 PM '79
FEE COLLECTION BR.

Dear Mr. Secretary:

Enclosed are the original security agreement and certified true copies under which Commerce Union Bank has been granted a security interest in railroad rolling stock, and a check in the amount of \$50.00 for recording the documents.

The name of the mortgagor is: James H. Fleming

The name of the mortgagee is: Commerce Union Bank

The security interest covers the following railroad rolling stock:

1. General description and type: Four (4) fifty-foot, seventy-ton truck general purpose boxcars with a 5,344 cubic foot capacity.
2. No. of each type: All four cars are the same type.
3. AAR Mechanical Designation: XM
4. AAR Identifying Nos.: LVRC5050, LVRC5051, LVRC5052, LVRC5053

The security interest also covers all replacements of the above identified cars.



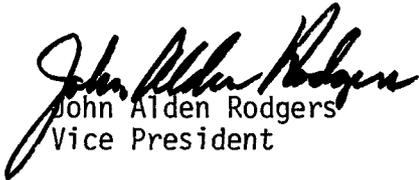
Secretary
Page Two

These documents have not been registered previously.

The undersigned states that the information contained herein is true of his own knowledge. The original document should be returned to:

Mr. John Alden Rodgers
Commerce Union Bank
One Commerce Place M-2
Nashville, Tennessee 37239

Very truly yours,


John Alden Rodgers
Vice President

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

10/29/79

OFFICE OF THE SECRETARY

Mr. John Alden Rodgers
Commerce Union Bank
One Commerce Place M-2
Nashville, Tennessee 37239

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 10/25/79 at 1:45pm , and assigned re-
recording number (s). 10950

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

OCT 25 1979 - 1:45 PM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

DEBTOR:

James H. Fleming
Nashville, Tennessee

SECURED PARTY:

Commerce Union Bank
One Commerce Place
Nashville, Tennessee

THIS AGREEMENT entered into this 15th day of October, 1979 by and between JAMES H. FLEMING and wife, NANCY FLEMING (hereinafter called Debtor) and COMMERCE UNION BANK (hereinafter called Secured Party).

ARTICLE ONE

Grant of Security

SECTION 1.01. Grant of Security. To secure a Promissory Note of even date to the order of Commerce Union Bank in the principal amount of One Hundred Ninety-Six Thousand and 00/100 (\$196,000.00) Dollars, together with interest thereon and attorney's fees in the event of default (hereinafter called the Note). The Debtor does hereby transfer, assign, grant, bargain, sell, convey, hypothecate, and pledge to the Secured Party, its successors and assigns, a security interest in all right, title and interest of the Debtor which presently exists or which may hereafter arise, in, to and under the following (all of the properties in which the Secured Party is hereby granted a security interest being hereinafter called collectively the Collateral);

(a) the units of railroad equipment described in Schedule A attached hereto, now owned or hereafter acquired, together with (i) any and all accessories, equipment, parts and improvements now or at any time hereinafter attached or appertaining to such units, except such thereof as remain the property of the Lessee under the Lease, and (ii) any and all substitutions, renewals and replacements for, and any additions, accessions and accumulations to, any and all of such units (such units of railroad equipment, together with such accessories, equipment, parts, improvements, substitutions, replacements, additions, accessions and accumulations being hereinafter called collectively the Units and several a Unit);

(b) all Debtor's rights under the Lease Agreement between Rex Railways, Inc. and Lamoille Valley Railroad Company dated as of July 24, 1979 and any other Lease pursuant to which any Unit shall at any time be leased, together with any and all schedules and exhibits thereto (all such Leases, together with such

schedules and exhibits, being hereinafter called collectively the Lease; and all lessees thereunder, including Lamoille Valley Railroad Company being hereinafter called collectively the Lessee), including without limitation the right to receive and collect all rental, casualty value payments, indemnity payments, insurance proceeds, condemnation awards and other payments now or hereafter payable to the Debtor pursuant to the Lease;

(c) to the extent not included in the next preceding clause, all rental, issues, car hire charges including per diem, incentive per diem and mileage charges, income and profit from the Units;

(d) all Debtor's right in a Boxcar Purchase Contract between James H. Fleming and Rex Railways, Inc. dated October 4, 1979, together with all escrow deposits associated with the Boxcar Purchase Contract; and

(e) all Debtor's rights in a Management Agreement dated October 4, 1979 (hereinafter called the Management Agreement) between James H. Fleming and Rex Railways, Inc. (hereinafter called Agent) including any and all reserves held by Agent for Debtor.

SECTION 1.02. Limitations of Security Interest. The security interest granted by the Debtor in and to the Collateral is subject to (a) the Lessee's rights of possession, use and enjoyment set out in the Lease and (b) the Agent's right to compensation set out in Paragraph 6 of the Management Agreement.

SECTION 1.03. Duration of Security Interest. The security interest granted by the debtor in and to the Collateral shall remain in effect at all times until the Debtor shall pay or cause to be paid all Obligations and shall observe and perform all the terms, conditions and agreements contained in this Agreement and the Note.

ARTICLE TWO

Representations, Warranties and Covenants

SECTION 2.01. Representations and Warranties. The Debtor represents and warrants to the Secured Party that (a) the Debtor is the record and beneficial owner of all right, title and interest in the Collateral free and clear of all liens, charges and encumbrances, except for the rights of the Lessee under the Lease and of the Agent under the Management Agreement, (b) the Debtor has full right and power to grant a security interest in the Collateral to the Secured Party free of any contractual provision binding on the Debtor or his assets and (c) without limiting the foregoing, there is no financing

statement or other filed or recorded instrument in which the Debtor is named and which the Debtor has signed or permitted to be filed or recorded covering any of the Collateral (except the financing statements or other instruments filed or to be filed in respect of the security interest provided herein).

SECTION 2.02. Covenants. The Debtor unconditionally covenants and agrees with the Secured Party as follows:

(a) the Debtor will promptly cause this Security agreement and each supplement or amendment hereto to be duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act. The Debtor will do, execute, acknowledge, deliver, file, register and record all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the better assuring, conveying, assigning and confirming unto the Secured Party all of the Collateral or property intended so to be, whether now owned or hereafter acquired;

(b) the Debtor shall not encumber or grant a security interest in or file a financing statement covering the Collateral, or permit any of the foregoing, without the prior written consent of the Secured Party, except as required hereunder;

(c) the Debtor will, at no expense to the Secured Party, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the perfection of the security interest in the Collateral herein provided for including paying all fees and taxes for any such act; without limiting the foregoing, the Debtor covenants and agrees that, pursuant to Paragraph 7(a) of the Management Agreement, and if so required by Secured Party, it will direct the Agent to make all payments of rental and other sums payable to the Debtor under the Lease and the Management Agreement directly to the Secured Party or as the Secured Party may otherwise direct;

(d) the Debtor will not sell, mortgage, transfer or assign (other than to the Secured Party hereunder) its interest in the Units or in any part thereof or in any amount to be received by it from the use or disposition of the Units;

(e) subject to the rights of the Lessee under the Lease, the Debtor will cause the Units and each and every part thereof to be maintained, preserved and kept in safe and good repair, working order and condition, and will from time to

time make or cause to be made all necessary and proper repairs, renewals, and replacements so that the value and efficiency of such property shall not be impaired;

(f) the Debtor will not, and will not permit or cause the Agent to, declare or exercise any of the remedies of the lessor under, or accept a surrender of, or offer or agree to any assignment, termination, modification or surrender of, the Lease (except as otherwise expressly provided in the Management Agreement), or by affirmative act consent to the creation or existence of any security interest or other lien in or on the Lease or any part thereof;

(g) the Debtor will not, and will not permit or cause the Agent to, receive or collect any rental payment under the Lease in respect of any of the Units prior to the date for payment thereof provided for by the Lease or assign, transfer or hypothecate (other than to the Secured Party hereunder and to the Agent under the Management Agreement) any rent payment then due or to accrue in the future under the Lease in respect of any of the Units;

(h) the Debtor will from time to time duly pay and discharge or cause to be paid and discharged all taxes, assessments and governmental charges lawfully imposed upon or against the Collateral or any part thereof, and will not suffer to exist any mechanics', laborers', statutory or other lien on the Collateral or any part thereof; provided, however, that nothing herein contained shall be deemed to require the Debtor to pay any tax, assessment, charge or lien, or any claim or demand of mechanics, laborers or others, prior to the due date thereof, or to require the Debtor to pay or discharge any tax, assessment, lien, claim or charge (whether or not due or delinquent) the validity or amount of which is being contested in good faith by appropriate proceedings and which has been adequately reserved against; provided, however, that the Debtor will pay or discharge such tax, assessments, lien, claim or charge if seizure of the Collateral is imminent;

(i) the Debtor will give the Secured Party prompt written notice of any event or condition constituting an Event of Default under the Lease if the Debtor has actual knowledge of such event or condition.

(j) the Debtor will at its own expense duly comply with and perform all the covenants and obligations of the Debtor under the Leases and will at its own expense seek to cause the Lessee to comply with and observe all the terms and

conditions of the Lease, and without limiting the foregoing, at the request of the Secured Party, the Debtor will at its own expense take such action with respect to the enforcement of the Lease, and the duties and obligations of the Lessee thereunder, as the Secured Party may from time to time direct. Notwithstanding anything to the contrary in this Security Agreement contained, so long as Debtor is not in default hereunder, Debtor shall have the right, without Secured Party's prior consent, to amend, modify and terminate the Lease and to settle, adjust, compound and compromise any claims of the Debtor against the Lessee thereunder;

(k) the Debtor will at its own expense duly comply with and perform all the covenants and obligations of the Debtor under the Management Agreement and will at its own expense seek to cause the Agent to comply with and observe all the terms and conditions of the Management Agreement and without limiting the foregoing, at the request of the Secured Party, the Debtor will at its own expense take such action with respect to the enforcement of the Management Agreement, and the duties and obligations of the Agent thereunder, as the Secured Party may from time to time direct. Notwithstanding anything to the contrary in this Security Agreement contained, so long as Debtor is not in default hereunder, Debtor shall have the right, without Secured Party's prior consent, to amend, modify and terminate the Lease and to settle, adjust, compound and compromise any claims of the Debtor against the Agent thereunder;

(l) the Debtor will permit and will cause the Agent to permit Secured Party to examine its books and records with respect to the Collateral during regular business hours upon reasonable notice to the Debtor;

(m) the Debtor shall not change, or permit to be changed, the identifying letters and numbers of the Units from such identifying letters and numbers of the Units from such identifying letters and numbers set forth in Schedule A hereto, except in accordance with a statement of new numbers to be substituted therefor which previously shall have been delivered to the Secured Party and which shall be filed and recorded by the Debtor in like manner as this Agreement; and

(n) the Debtor shall not lease the Units, or permit the Units to be leased, to any railroad, or pursuant to any lease of equipment, other than the railroad and the Lease set forth in Schedule B hereto, except in accordance with a statement of new railroad or lease of equipment, as appropriate, which previously shall have been

delivered to the Secured Party and which shall be filed and recorded by the Debtor in like manner as this Agreement.

ARTICLE THREE
Application of Proceeds
of Certain Prepayments

Without regard to whether an Event of Default under Article IV hereof has occurred and is continuing the Debtor agrees that it will pay over to Secured Party all moneys ("settlement moneys") paid to it pursuant to the Lease as settlement for the loss, theft, destruction, or damage beyond economical repair of any Unit or Units leased thereunder. The secured Party shall apply each payment of settlement moneys on the next succeeding date on which interest is payable to the prepayment of principal of the Note. Such prepayment of principal shall be applied in inverse order of principal installments coming due on the Note. From and after the date hereof the Debtor shall promptly transmit to the Secured Party any notice or information it receives concerning loss, theft, destruction or damage beyond economical repair to Units covered by the Lease requiring settlement payment under the Lease. With respect to all Units for which the Secured Party has received settlement moneys paid to the Debtor as required by the Lease, the Secured Party shall execute and deliver to the Debtor, if requested, at Debtor's expense, a release of the lien of this Security Agreement with respect to such Unit or Units.

ARTICLE FOUR
Events of Default; Remedies

SECTION 4.01. Events of Default. The happening of any of the following events (hereinafter called Events of Default) shall constitute a default hereunder:

(a) default shall be made in the payment of principal of, or interest on, the Note when and as the same shall become due and payable, whether at the stated date for the payment thereof, by acceleration or by notice of prepayment or otherwise;

(b) any representation or warranty made herein or in any certificate delivered in connection herewith shall prove to be false or misleading in any material respect;

(c) default shall be made in the due observance or performance of any covenant or agreement to be observed or performed by the Debtor pursuant to the terms thereof and such default shall continue unremedied for 30 days;

(d) final judgment for the payment of money in excess of an aggregate of \$25,000 shall be rendered against the Debtor and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed;

(e) the Debtor shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of any of his property, (ii) admit in writing his inability to pay his debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated a bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law or if action shall be taken by the Debtor for the purpose of effecting any of the foregoing; or

(f) an order, judgment or decree shall be entered without the application, approval or consent of the Debtor by any court of competent jurisdiction, appointing a receiver, trustee or liquidator of the Debtor and such order, judgment or decree shall continue unstayed and in effect for any period of 30 days;

then, in any such case, the Secured Party may, by notice in writing delivered to the Debtor, declare the unpaid principal of the Note to be due and payable, and thereupon the same, together with accrued interest thereon, shall become and be immediately due and payable.

SECTION 4.02. Remedies. In case of the happening of any Event of Default, the Secured Party may, subject to the Lessee's rights of possession, use and enjoyment set out in the Lease and the Agent's right to compensation set out in Paragraph 6 of the Management Agreement, by its agents enter upon the premises of the Lessee (or other party having acquired the possession or use of the Units) where any of the Units may be and take possession of all or any part of the Units and withdraw the same from said premises, retaining all payments which up to that time may have been made on account of rental for the Units and otherwise, and shall be entitled to collect, receive and retain all unpaid per diem, incentive per diem, mileage or other charges of any kind earned by the Units, and may lease or otherwise contract for use of any of the Units; or the Secured Party may, with or without retaking possession, sell any of the Units, free from any and all claims of the Debtor at law or in equity, in one lot and as an entirety or in separate lots, at public or private sale for cash or upon credit in the discretion of the Secured

Party, and may proceed otherwise to enforce its rights, all subject to any mandatory requirements of law applicable thereto. Upon any such sale, the Secured Party may itself bid for the property offered for sale or any part thereof. Any such sale may be held or conducted at such place and at such time as the Secured Party may specify, or as may be required by law, and without gathering at the place of sale the Units to be sold, and in general in such manner as the Secured Party may determine.

In case of the happening of an Event of Default, the Secured Party also may, subject to the Lessee's rights of possession, use and enjoyment set out in the Lease and the Agent's right to compensation set out in Paragraph 6 of the Management Agreement, proceed to exercise in respect of the Lease and the property covered thereby and the duties, obligations and liabilities of the Lessee thereunder all rights, privileges and remedies in said Lease or by applicable law permitted or provided to be exercised by the Debtor, including but not limited to the right to receive and collect all rent and other moneys due or to become due thereunder and may exercise all such rights and remedies either in the name of the Secured Party or in the name of the Debtor for the use and benefit of the Secured Party. The Secured Party may sell the rentals reserved under the Lease, and all right, title and interest of the Secured Party with respect thereto, at public auction to the highest bidder and either for cash or on credit, the Secured Party to give the Debtor prior written notice of the time and place of holding any such sale, and provided always that the Secured Party shall also comply with any applicable mandatory legal requirements in connection with such sale.

No such taking of possession, withdrawal, lease or sale of the Collateral or any part thereof by the Secured Party shall be a bar to the recovery by the Secured Party from the Debtor of any of the Obligations then or thereafter due and payable, and the Debtor shall be and remain liable for the same until such sums have been realized as, with the proceeds of the lease or sale of the Collateral, shall be sufficient for the discharge and payment in full of all the Obligations.

Any sale or sales pursuant to the provisions hereof, whether under the Power of sale granted hereby or pursuant to any legal proceedings, shall operate to divest the Debtor of all right, title, interest, claim and demand whatsoever, either at law or in equity, of, in and to the Collateral so sold, and shall be free and clear of any and all rights of redemption by, through or under the Debtor, the Debtor hereby covenanting and agreeing that it will not at any time insist upon or plead, or take the benefit or advantage of or from, any law now or hereafter in force providing for a valuation or appraisal of the Collateral prior to any sale or sales thereof or providing for any right to redeem the

Collateral or any part thereof. The receipt by the Secured Party, or by any person authorized under any judicial proceeding to make any such sale, shall be a sufficient discharge to any purchaser of the Collateral, or of any part thereof, sold as aforesaid; and no such purchaser shall be bound to see to the application of such purchase money, or be bound to inquire as to the authorization, necessity or propriety of any such sale. In the event at any such sale the holder or holders of the Note is or are the successful purchaser or purchasers, such holder or holders of said Note shall be entitled, for the purpose of making settlement or payment, to use and apply said Note by crediting thereon the amount apportionable and applicable thereto out of the net proceeds of such sale.

SECTION 4.03. Application of Proceeds. If the Secured Party shall exercise any of the powers conferred upon it by Sections 4.01 and 4.02 hereof, all payments made by the Debtor to the Secured Party, and the proceeds of any judgment collected from the Debtor by the Secured Party, and the proceeds of every sale or lease by the Secured Party of all or any of the Collateral, together with any other sums which may then be held by the Secured Party under any of the provisions hereof, shall be applied by the Secured Party to the payment in the following order of priority, (a) of all proper charges, expenses or advances made or incurred by the Secured Party in accordance with the provisions of this Agreement and (b) of the interest then due, and of the principal of the Note, whether or not the Note shall have matured by its terms, all such payments to be in full if such proceeds shall be sufficient, and if not sufficient, then pro rata without preference between principal and interest. In the event that, after applying all such sums of money realized by the Secured Party as aforesaid, there shall remain any amount due to the Secured Party under the provisions hereof, the Debtor agrees to pay the amount of such deficit to the Secured Party. In the event that, after applying all such sums of money realized by the Secured Party as aforesaid, there shall remain a surplus in the possession of the Secured Party, such surplus shall be paid to the Debtor.

SECTION 4.04. Obligations Not Affected by Remedies. No retaking of possession of the Units by the secured Party, or any withdrawal, lease or sale thereof, nor any action or failure or omission to act against the Debtor or in respect of the Collateral or any part thereof on the part of the Secured Party, nor any delay or indulgence granted to the Debtor by the Secured Party, shall affect the obligations of the Debtor hereunder or under the Note.

Section 4.05. Remedies Cumulative; Subject to Mandatory Requirements of Law. The remedies in this Agreement provided in favor of the Secured Party shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity; and such remedies so provided in this Agreement shall be subject in all respects to any mandatory requirements of law at the time applicable thereto, to the extent such requirements may not be waived on the part of the Debtor.

ARTICLE FIVE
Events of Termination

In the event that any Unit shall cease to be subject to the Lease from any cause whatsoever (other than as provided in Article III hereof) for a period greater than 30 consecutive days (hereinafter called an Event of Termination), the Debtor shall, within 30 days after receipt of notice of such event of Termination, deposit with the Secured Party an amount equal to the Termination Value (as hereinafter defined) of such Unit, The Termination Value of a Unit shall mean the amount which bears the same ratio to the original purchase price of such Unit (including the portion of such purchase price paid with proceeds of the Loan) as the principal amount of the Note which is outstanding on the date such deposit is made (without giving effect to any prepayment then or theretofore made) bears to the original principal amount of the Note. Any amounts so received by the Secured Party shall be applied as required as in the case of prepayment under Article III hereof.

ARTICLE SIX
Application of Rentals
and Certain Other Amounts

SECTION 6.01. Application of Rentals. The amounts from time to time received by the Secured Party which constitute payment of rentals under the Lease shall be applied in the following order or priority, (a) to the payment of the installments of principal of and interest on the Note which have matured on or prior to the date such rentals are received by the Secured Party and (b) the balance, if any, of such rentals shall be paid to or upon the order of the Debtor not later than the first business day following the receipt thereof.

SECTION 6.02. Insurance Proceeds. Any amounts received by the Secured Party from time to time which constitute proceeds of casualty insurance maintained in respect of the Units shall be held by the Secured Party as part of the Collateral and shall be applied by the Secured Party from time to time to any one or more of the following purposes:

(a) so long as no Event of Default has occurred and is continuing, the proceeds of such insurance shall, if the Unit is to be repaired, be released to the Agent in reimbursement for expenditures made for such repair, upon receipt by the Secured Party of a certificate of an authorized officer of the Agent to the effect that any damage to such Unit in respect of which such proceeds were paid has been fully repaired; and

(b) if the insurance proceeds shall not have been released pursuant to the preceding subsection (a) within 180 days from the receipt thereof by the Secured Party, such insurance proceeds shall be applied by the Secured Party (i) first, to prepay the Note and (ii) second, the balance, if any, shall be released to or upon the order of the Debtor on the date of such prepayment of the Note.

ARTICLE SEVEN

Miscellaneous

SECTION 7.01. Power of Attorney. The Debtor hereby constitutes and appoints the Secured Party the attorney-in-fact of the Debtor with full power of substitution for the purposes of carrying out the provisions of this Agreement and in its name, place and stead to ask, demand, collect, receive, sue for, and give acquittance for any and all rents, income and other sums which are assigned hereunder with full power to settle, adjust or compromise any claim thereunder as fully as the Debtor could itself do, and in the discretion of the Secured Party to file any claim or take any other action, either in its own name or in the name of the Debtor or otherwise, which the Secured Party may deem necessary or appropriate to protect and preserve the right, title and interest of the Secured Party in and to such rents and other sums and the security intended to be afforded hereby.

SECTION 7.02. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party. All warranties, covenants and agreements by or on behalf of the Debtor which are contained in this Agreement and the Note shall bind and inure to the benefit of the respective successors and assigns of the Secured Party.

SECTION 7.03. Modification, Amendment or Waiver. No modification, amendment or waiver of any provision of this Agreement, or consent to any departure by the Debtor therefrom shall in any event be effective unless the same shall be in writing and signed by the Secured Party. No notice to or demand on the Debtor in any case shall entitle it to any other or further notice or demand in the same, similar or other circumstances. Neither any

failure nor any delay on the part of the Secured Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege.

SECTION 7.04. Severability. In the event any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

SECTION 7.05 Notices. All demands, notices and communications hereunder shall be in writing and shall conclusively be deemed to have been received by a party hereto and to be effective on the day on which delivered to such party at its address set forth below (or at such other address as such party shall specify to the other party by a notice in accordance with the terms hereof), or, if sent by registered mail, on the third business day after the date on which mailed, addressed to such party at such address:

- (a) if to the Debtor, at his address set forth above.
- (b) if to the Secured Party, at its address set forth above.

DEBTOR:

SECURED PARTY:

James H. Fleming
JAMES H. FLEMING

COMMERCE UNION BANK

By: John Allen Polyan V.P.

Nancy Fleming
NANCY FLEMING

STATE OF TENNESSEE)
COUNTY OF Warren

Personally appeared before me, Jennie Lynn Robbins, a Notary Public in and for said County and State, the within named JAMES H. FLEMING, the bargainer, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 18th day of October, 1979.

Jennie Lynn Robbins
Notary Public

My Commission Expires: 2/7/81

STATE OF TENNESSEE)
COUNTY OF Davidson

Personally appeared before me, Jennie Lynn Robbin, a Notary Public in and for said County and State, the within named NANCY FLEMING, the bargainer, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 18th day of October, 19 79.

Jennie Lynn Robbin
Notary Public

My Commission Expires: 2/7/81

STATE OF TENNESSEE)
COUNTY OF Davidson

Before me, Jennie Lynn Robbin, a Notary Public of the State and County aforesaid, personally appeared John Allen Rodaw, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of COMMERCE UNION BANK, the within named bargainer, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this 18th day of October, 19 79.

Jennie Lynn Robbin
Notary Public

My Commission Expires: 2/7/81

Notary Certification

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The undersigned Notary Public in and for State and County shown above hereby certifies that he has compared the foregoing copy of the Security Agreement from James H. Fleming and Wife, Nancy Fleming, to Commerce Union Bank with the original of such Security Agreement and that the foregoing copy is a true and correct copy in all respects.

Date: October 19, 1979

Robert A. Buchanan, Jr.
Notary Public

My Commission Expires: February 25, 1980

SCHEDULE A

EQUIPMENT

Four (4) general purpose unequipped boxcars with an inside length of 50 feet, 6 inches on a 70-ton truck, having a capacity of 5,344 cubic feet bearing the following AAR identification numbers: LVRC5050, LVRC5051, LVRC5052, LVRC5053.

SCHEDULE B

LEASES

Lease dated as of July 24, 1979 between Rex Railways, Inc. as Agent for Debtor, and Lamoille Valley Railroad Company, as Lessee.