NUTTER, McCLENNEN & FISH

ROUTE 28-1185 FALMOUTH ROAD
P.O. BOX 1630
HYANNIS, MASSACHUSETTS 02601

TELEPHONE: 508 790-5400 FACSIMILE: 508 771-8079

DIRECT DIAL NUMBER

January 12, 1994

RECORDATION NO. 18657 FILED 1425

JAN 24 1994 -3 05 PM

INTERSTATE COMMERCE COMMISSION

FEDERAL EXPRESS

Sidney Strictland
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

Dear Secretary:

Enclosed please find two originals of the document described below to be recorded, pursuant to Section 11303 of Title 49 of the United Stated Code.

This document is a Security Agreement (the "Agreement"), a primary document dated as of June 19, 1990.

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

Cape Cod Bank & Trust Company
P.O. Box 1180
South Yarmouth, MA 02664
ATTN: Loan Dept.

Cape Cod Railroad Corporation
252 Main Street
Hyannis, MA 02601

A description of the equipment covered by the document is as follows:

Two (2) GP/9 locomotives identified as follows: No. 1923 (now known as No. 1789) and No. 1924 (now known as No. 1823)
Two (2) Bud diesel coaches model # RDC/1 identified as follows: Car No. 9157, Car No. 6126

RECEIVED
OFFICE OF THE
SECRETARY
JAN 24 2 58 PM '94
LICENSING BRANCH

One (1) dining car identified as follows: BCLR #5223
One (1) kitchen car identified as follows: No. 1016

Also, enclosed please find a check inthe amount of $18.00 to cover recording fees. Please date stamp and return to the undersigned the original and any extra copies not needed by the Commission for liquidation.

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

"Security Agreement by and between Cape Cod Bank & Trust Company and Cape Cod Railroad Corporation covering two (2) locomotives, (2) two diesel motor coaches, (1) one dining car, and (1) one kitchen car."

Please acknowledge receipt of this transmittal letter and its enclosures by stamping the enclosed copy of this letter and returning it to the undersigned in the enclosed self-addressed, stamped envelope.

Thank you for your courtesy in this regard.

Very truly yours,

Patrick M. Butler

PMB/maf
Enclosure
6547R

cc: Timothy Kelleher, Vice President

Interstate Commerce Commission
Washington, D.C. 20423

1/26/94

OFFICE OF THE SECRETARY

Patrick M Butler
Nutter,McClennen & Fish
Route 28 1185 Famouth Road
P.O.Box 1630
Hyannis ,MA. 02601

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 1/24/94 at 3:05pm, and assigned recordation number(s). 18657

Sincerely yours,

Sidney L. Strickland, Jr.

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 18657 FILED 1425

JAN 2 4 1994 -3 05 PM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

SECURITY AGREEMENT dated as of January 12, 1994 between CAPE COD BANK AND TRUST COMPANY, a banking corporation organized under the laws of the Commonwealth of Massachusetts, having a mailing address of Main Street, Hyannis, Massachusetts 02601, (the "Secured Party") and CAPE COD RAILROAD CORPORATION, a duly organized and existing Massachusetts corporation, having a usual place of business at 252 Main Street, Hyannis, Barnstable County, Massachusetts (the "Debtor").

In consideration of the Secured Party having made, or now or in the future making loans or otherwise giving credit to the Debtor, and for other valuable consideration, the receipt of which is hereby acknowledged, the Debtor hereby agrees with the Secured Party as follows:

1. Security Interest.

1.1 Grant of Security Interest. As security for all Obligations (as hereinafter defined in 2) of Debtor to the Secured Party, the Debtor hereby grants to the Secured Party a security interest in and to all of the following (hereinafter called the "Collateral'):

All property described in Exhibit A, attached hereto and incorporated herein by reference, now or hereafter owned, or acquired by the Debtor.

The terms hereinabove used to describe Collateral are used, and shall be defined, as set forth in the Massachusetts Uniform Commercial Code.

1.2. Priority of security Interest. The security interest granted by the Debtor in and to the Collateral is to be a first perfected security interest.

2. Obligations Secured. This Agreement has been given, and the security interest in Collateral granted, to secure the prompt, punctual, and faithful payment and performance by the Debtor of all Obligations of Debtor to the Secured Party, whether such are now existing or arise hereafter.

As used herein, the term "Obligations" shall mean and refer to all present and future obligations of Debtor to the Secured Party under a Promissory Note in the amount of Ninety Thousand and and no/100 Dollars ($90,000.00) (the "Note") executed and delivered by the Debtor and George E. Bartholomew and delivered to the Secured Party of even date herewith, and as the same may hereafter be amended, (hereinafter called the "Obligations"), to all other present and future liabilities and obligations of the Debtor to the secured party, whether absolute or contingent, direct or indirect, or due or to become due, including, without limitation, all liabilities and obligations (i) on account of loans or advances heretofore, now

or hereafter made by the Secured Party to the Debtor, under the Note, or otherwise (ii) on account of notes or other evidences of indebtedness of Debtor negotiated, assigned or otherwise transferred to the Secured Party; (iii) on account of interest, fees, costs, expenses, or other amounts now or hereafter chargeable by the secured party to the Debtor, (iv) on account of monies heretofore, now or hereafter advanced, or obligations heretofore, now or hereafter assumed by the Secured Party for

the Debtor's benefit (such as those arising out of the issuance of letters of credit by the Secured Party for Debtor), (v) on account of guaranties now or hereafter given by the Debtor to the secured party relating to liabilities and obligations of third parties to the Secured Party, and (vi) on account of the liabilities and obligations of the Debtor under this Agreement.

3.1 Expenses of Secured Party. The Debtor agrees to pay or reimburse the Secured Party, upon demand, for: (1) any filing or recording fees incurred by the Secured Party in connection with the transactions contemplated by this Agreement; (2) all reasonable attorneys' fees expenses and disbursements incurred by Secured Party in connection with the negotiation, preparation and execution and delivery of this Agreement, any other documents contemplated by this Agreement, or any subsequent waivers, consents or amendments in connection therewith requested by Debtor; and (3) all reasonable out-of-pocket expenses incurred by the Secured Party in connection with the enforcement of the Agreement to the extent permitted by law, including, without limitation, reasonable expenses of retaking, holding, preparing for disposition, and disposing of Collateral and reasonable attorneys' fees, expenses and disbursements.

4. Representations and Warranties. The Debtor represents and warrants that:

4.1. Location of Debtor. Debtor's principal and chief place of business is 252 Main Street, Hyannis, MA 02601.

4.2 Name of Debtor. During its existence: (1) Debtor has not changed its name nor (ii) been a party to any merger, consolidation, or other change in identity or corporate structure.

4.3 Location of Collateral. All Collateral, except any collateral presently in the possession of the Secured Party or which is described as "Rolling Stock" herein, is located on the premises more particularly described in Exhibit A-1 attached hereto.

4.4. Title to Collateral. Debtor is the sole owner of the Collateral, free and clear of claims or interests of others and the collateral is free and clear of all liens, security interests or other encumbrances, except the security interest created by this Agreement and except as stated in 1.2. above.

4.5 Financing Statements, etc.. There is no financing statement or other filed or recorded instrument which relates to the collateral, except the financing statements filed and recorded or to be filed and recorded with respect to the security interest granted by Debtor to Secured Party under this Agreement and financing statements filed and recorded or to be filed and recorded with respect to the security interests, if any, referred to in 4.4. above.

4.6 Organization, Existence, etc.. The Corporation is (i) duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts (ii) duly qualified to do business and in good standing in all jurisdictions where such qualification is necessary and (iii) with all requisite power and authority to own and operated its properties, to carry on its business as conducted and proposed to be conducted, to execute and deliver this Agreement, and to carry out the terms of this Agreement.

4.7. Authorization, etc.. The making and performance by the Debtor of this Agreement, including, without limitation, the grant of the security interest provided for herein (i) have been duly authorized by all necessary action, (ii) do not contravene any provision of the Articles of Organization, and (iii) do not contravene any contractual, court, or governmental restriction binding upon Debtor or affecting any of Debtor's property.

4.8. Rolling Stock. The Debtor hereby grants to the Secured Party a valid, perfected security interest in and to the locomotives, rail diesel cars, and rail coaches described more specifically in the attached Exhibit A-1, which is incorporated herein by reference (the "Rolling Stock"). The

Debtor hereby warrants and represents that:

1. The Debtor is the lawful owner of the Rolling Stock and has sound, valid and marketable title thereto, free and clear of any charge, lien, encumbrance or other claim or interest of any nature.

2. The Debtor holds such licenses, permits and approvals as may be necessary for the transportation of passengers and the sale of food and alcoholic beverages associated with the operation of the tourist business known as the "Cape Cod Railroad" operating within Barnstable County, Massachusetts (the "Business").

3. The Debtor has filed such certifications and registrations as may be necessary to own and operate the Rolling Stock in conjunction with the Business.

5. Convenants. The Debtor convenants and agrees with the Secured Party that unless the Secured Party shall otherwise consent in writing:

5.1 Records and Accounts. The Debtor will maintain proper books records and accounts relating to the Collateral.

5.2 Inspection by Secured Party. The Debtor will allow the Secured Party, through any of its officers or agents, at all reasonable times, to examine or inspect any of the Collateral and to examine, inspect and make extracts from the Debtor's books and records relating to the collateral during regular business hours and upon prior reasonable notice to Debtor.

5.3 Reports. The Debtor will furnish to the Secured Party such statements and reports as to the Collateral, as the Secured Party may from time to time reasonable request.

5.4. Title, Liens and Encumbrances. Title to the collateral shall remain in Debtor and Debtor will not sell or otherwise dispose of or encumber the Collateral or any interest therein and, in case of any Event of Default, use or commingle the proceeds of Collateral contrary to the Secured Party's

express instructions; Debtor will keep the Collateral free from all liens, security interests and other encumbrances, except the security interest created hereby and the security interests, if any, referred to in 4.4. above; and debtor will warrant and defend such title and the security interest created hereby against any clients, security interests or other encumbrances and any claims asserted by any persons.

5.5. Location of Collateral. The Collateral, and all records related to the Collateral, will be kept at the places of business of Debtor referred to in 4.3. above and will not be kept at any other locations without the prior written consent of the Secured Party. The Rolling Stock will at all times remain within Barnstable County, Massachusetts.

5.6 Filing and Recording. Debtor will from time to time execute, deliver and file, register and record in public offices, at the expense of Debtor, such instruments or documents as the Secured Party may reasonably request for the purpose of perfecting, or of more fully assuring to Secured Party the rights, title, interest, remedies, and privileges intended hereby to be reserved, created and vested in the Secured Party.

5.7 Name and Place of Business. Debtor will not change Debtor's name or principal and chief place of business and chief executive office from its present location referred to in 4.1. without giving prior written notice thereof to the Secured Party.

5.8 Secured Party's Performance of Debtor's Obligations. At its election, upon advance notice to Debtor, which may be by telephone, and confirmed in writing as provided for in 7.4, the Secured Party is authorized, but not hereby required, to discharge taxes, liens, and encumbrances at any time levied or placed on the Collateral, and to pay for insurance on, and expenses relating to maintenance and preservation of, the Collateral. On demand Debtor will reimburse secured party for all losses, costs and expenses so incurred, and ;the amount so owing to Secured Party at any time shall be an obligation by

this Agreement.

5.9. Further Assurances. The Debtor will, at no expense to the Secured Party, do such other acts, and execute and acknowledge and deliver all such further transfers, instrument and assurances reasonably necessary or proper for the better assuring, conveying, assigning and confirming into the Secured Party the rights intended to be hereby vested in the Secured Party.

6. Events of Default; Rights and Remedies.

6.1. Events of Default. The occurrence of any of the following events shall constitute a default under this Agreement (each herein called an "Event of Default"):

6.1.1. Representations. Any material statement, representation, or warranty made in this Agreement or in any certificate, report, financial statement or other instrument furnished by or on behalf of Debtor in connection with this Agreement or any Obligations, shall prove to have been false, misleading or incorrect in any material respect.

6.1.2. Obligations and Other Agreements. Failure by Debtor to pay or perform any of the Obligations, or the occurrence of any Event of Default under the Obligations, including failure to pay any installment of principal, interest, late fees, charges or expenses, taking into account applicable grace periods.

6.1.3. Provisions of this Agreement. Failure by the Debtor to perform or observe any covenant other than payments by the Debtor pursuant to the Note, or other provision of this Agreement and such failure shall continue for thirty (30) days after written notice of such default is given to Debtor by the Secured Party.

6.1.4. Termination of Existence, Bankruptcy, etc.. The Debtor shall terminate its existence or be adjudicated a bankrupt, or a trustee or receiver shall be appointed for all or of a substantial part of its property in any involuntary proceeding, or any court shall have taken jurisdiction of its property or of a substantial part obligated to Debtor on any of the Collateral to make payments to the Secured Party and, in

connection therewith, Debtor has granted authority to the Secured Party as provided in 7.2 and 7.3. Dissolution of the debtor or death of both of the Guarantors.

6.1.5. The removal of any of the collateral, including but not limited to the Rolling Stock, outside of Barnstable County or Plymouth County, Massachusetts.

6.2.1. Disposition of Collateral. The Secured Party may sell any of the Collateral at public or private sale for cash or upon credit in the discretion of the Secured Party, and may proceed otherwise to enforce the Secured Party's rights, all subject to any mandatory requirements of law applicable thereto. Upon any such sale, the Secured Party may itself bid for the Collateral 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 determine, or as may be required by law, and in general in such manner as the Secured Party may determine.

6.2.2. UCC and Other Agreements. Whether or not the Secured Party exercises any right set forth in 6.2.1 above, upon any Event of default and at any time thereafter the Secured Party shall have, as to the Collateral, all the rights and remedies provided herein, all the rights and remedies of a secured party under the Massachusetts Uniform Commercial Code and, in addition thereto and not in lieu thereof, all other rights and remedies at law or in equity existing or conferred upon the Secured Party by other jurisdictions or other applicable law or given to the Secured Party pursuant to the Obligations, and by any other instrument or agreement heretofore, now or hereafter evidencing any of the Obligations or given as security for any of the Obligations.

6.3. Rights and Remedies; General

6.3.1. Assembly of Collateral. The Secured Party may require the Debtor to assemble Collateral and make it available to Secured Party at a place to be designated by the Secured Party and which is reasonably convenient to both parties.

6.3.2. Notice. Whenever notification with respect to the sale or other disposition of any Collateral is required by law, such notification of the time and place of public sale or the date after which a private sale or other intended disposition is to be made, shall be deemed reasonable if given pursuant to 7.4 at least seven (7) days before the time of such public sale, or the date after which any such private sale or other intended disposition is to be made, as the case may be.

6.3.3. Expenses. Expenses of retaking, holding, preparing for sale, selling or the like shall include the Secured Party's reasonable attorneys' fees and legal expenses.

6.3.4. Cummulative Nature. The rights and remedies under this Agreement, or any instrument or agreement hereto fore, now or hereafter evidencing any of the Obligations or given or available as security for any of the Obligations (including, without limitation, any guaranties, surety bonds or similar instruments or agreements), or otherwise afforded by law, shall be cumulative and may be exercised by the Secured Party in such order as the Secured Party may determine and without reference to the adequacy of such right or remedy; and the Collateral, or any other security for the Obligations (including, without limitation, any guaranties, surety bonds or similar instruments or agreements) shall be available to the Secured Party until all of the Debtor's Obligations have been paid in full and performed.

6.3.5. Waiver. No failure or delay by the Secured Party to exercise any right or remedy herein provided for or referred to shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other further or future exercise thereof or the exercise of any other right or remedy.

6.3.6. Remedies on Default Acceleration. Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the

Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the Collateral and disposition of the proceeds as are accorded to a Secured Party by the applicable sections of the Uniform Commercial Code respecting "Default", in effect as of the date of this Security Agreement.

6.3.7. Attorneys Fees, Etc. Upon any default, the Secured Party's reasonable attorneys' fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing,and selling the Collateral shall be chargeable to the Debtor.

6.3.8. Deficiency. The Debtor shall remain liable for any deficiency resulting from a sale of the Collateral and shall pay any such deficiency forthwith on demand.

6.3.9. Monies Advanced. If the Debtor shall default in the performance of any of the provisions of this agreement on the Debtor's part to be performed, Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the indebtedness secured hereby.

7. Other Agreements.

7.1 Collection by Debtor. Until an Event of Default shall occur under this Agreement, the Debtor may receive, collect and use the payments or other proceeds accruing from the Collateral.

In case of any Event of Default, the Debtor will, at the request of the Secured Party, as agent of the Secured Party, at the Debtor's own cost and expense, but subject at any time or times to the Secured Party's right to direct and control (it being understood that in the absence of specific instructions the Debtor is to use its best judgment as the Secured Party's agent to protect the Secured Party's interest):

A. Endeavor to collect or cause to be collected from persons obligated to the Debtor on any of the Collateral, as and when due, any and all amounts, including interest, owing under or on account of Collateral.

B. Take or cause to be taken such appropriate action to enforce any rights or security interests under any Collateral, as the Secured Party may deem proper, and in the Secured Party's or the Debtor's name as the Secured Party may deem proper.

7.2. Notice to Account Debtors and Others. The Debtor agrees that at any time and from time to time after the occurrence of any Event of Default the Secured Party may give notice to account debtors, or other persons indebted or otherwise obligated to Debtor on account of any of the Collateral, that thereafter any or all payments are to be made directly to the Secured Party and, without limitation to such right, the Debtor agrees to give such notice promptly upon request of the Secured Party. Debtor further agrees that any and all payments made to the secured party pursuant to such notice shall, as between Debtor and the person making such payment, be deemed to have been made to Debtor and, pro tanto, be a full and complete discharge of such person's obligations to Debtor.

7.3. Power of Attorney. The Debtor hereby irrevocably constitutes and appoints the Secured Party Debtor's lawful attorney-in-fact, with full power of substitution, in the Secured Party's name or the Debtor's name or otherwise, for the Secured Party's sole use and benefit, but the Debtor's cost and expense, to exercise at any time and from time to time after the occurrence of an Event of Default all or any of the following powers with respect to all or any of the Collateral:

A. To demand, sue for, collect, and receive for any and all moneys due or to become due upon or by virtue thereof,

B. To receive, take, endorse, assign and deliver any and all checks, notes, drafts, documents and other negotiable and non-negotiable instruments and chattel paper taken or received by the Secured Party in connection therewith.

C. To settle, compromise, prosecute or defend any claim, action or proceeding with respect thereto,

D. To sell, transfer, assign or otherwise deal in or with the same or the proceeds thereof, or the related goods, as fully and effectually as if the Secured Party was the absolute owner thereof, and

E. To extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto.

The Secured Party shall not be bound to take any steps necessary to preserve rights in any instrument or chattel paper against prior parties.

7.4. Notices. Except as otherwise provided in 5.8, any notice or demand required or provided for under this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered to an officer of the recipient or when mailed by registered or certified United States mail, postage prepaid, return receipt requested, to Debtor or the Secured Party at their respective addresses set forth above, or to such other address as may from time to time hereafter be designed by notice as aforesaid.

8. Miscellaneous.

8.1. Exercise of Rights. No failure to exercise, and no delay on the part of the Secured Party in exercising any right, power or privilege under this Agreement, any instrument or agreement evidencing any of the Obligations, or any other instrument or agreement heretofore, now or thereafter given or available as security for any of the Obligations shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege.

8.2. Reliance and Liability. The Secured Party shall be entitled to rely upon any instrument or communication in any form believed by it to be genuine and to have been signed or sent by the proper person. The Secured Party shall not be liable for any action taken by it under this Agreement except for its own gross negligence or willful misconduct.

8.3. Successors and Assigns. All covenants, agreements, representations and warranties of this Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party, and their respective legal representatives, successors and assigns.

8.4. 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.

8.5. Descriptive Headings. The descriptive headings of the several subsections and other parts of this Agreement have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions hereof.

8.6. Governing Law. This agreement shall be construed in accordance with and governed by the Law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be executed and delivered to the Secured Party by its proper and duly authorized officer, on the day and year first above written.

Cape Cod Railroad Corporation

By: _____
President

By: _____
Treasurer

_____
Witness

Delivery of the aforesaid Security Agreement is hereby acknowledged and the terms thereof accepted as of the date thereof.

Cape Cod Bank and Trust Company

By: _____
Its duly authorized

Date: Jan 18 1994

5690R

EXHIBIT "A"

All of the Debtor's now or hereafter arising right, title and interest in and to all property, including without limitation all railroad apparatus, equipment, machinery, fixtures, chemicals, and all equipment, machinery and personal property used as part of and in the operation of the Cape Cod Railroad, including but not limited to fixtures, furniture, furnishings, appliances, carpeting, equipment, machinery, food/beverage equipment, chairs, tables, all other furniture of any type and every nature, and inventory, including inventory for sale or resale and inventory used in the operation of a shortline tourist railroad, all office equipment and furniture, calculators, adding machines, telephone and other communication equipment, computers, furniture and tools, microscopes, postal machines, microfilm and microfiche, cameras, balances, scales and books, testing materials, tools, and implements, parts and accessories, containers, accounts receivable, goods, lumber, building materials and supplies, pipes and piping, wiring, cables, trusses, bricks, mortar, and all types of building materials and supplies of every nature and type, and all other tangible personal property and all general intangibles pertaining in any way to Debtor's business including all such items on the premises of the Debtor, in transit or stored elsewhere, all inventory including raw materials, work in process and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Debtor's business wherever located whether now existing or hereafter arising or now or hereafter received by or belonging to the Debtor, and all other tangible personal property used or bought for use primarily in business wherever located whether now existing or hereafter arising or now or hereafter received by or belonging to Debtor and all general intangibles pertaining in any way to the Debtor's business including any good will contracts, warranties, franchises, permits, or licenses for the use, operation or occupancy, of said premises and any books and records relating to such use, operation or occupancy.

To the extent not included above, all fixtures;

All plans, specifications, designs, contracts, models, sketches, renderings and other materials relating to the operation or management of the Debtor's business.
All inventory including, without limitation, "Inventory" as defined in this Agreement and further defined in the Uniform Commercial Code as adopted in Massachusetts (hereinafter, the "UCC"), and also all goods, wares, merchandise, raw materials, work in process, finished goods and other personal property held for sale or lease or furnished or to be furnished under a contract or contracts of service by the Borrower or to be used

or consumed in the Borrower's business, goods and in transit, and returned merchandise, and also including any returned or repossessed inventory or inventory detained from or rejected for entry into the United States by the appropriate governmental authorities, and all documents of title (whether negotiable or non-negotiable) representing any of the foregoing.

All accounts including, without limitation, "accounts" as defined in the UCC, accounts receivable, notes, drafts, acceptances, and other forms of obligations and receivables, and right to payment for credit extended and for goods sold, or leases, or services rendered whether or not yet earned by performance, including but not limited to advance sales and accounts receivable of every form and nature.

All contract rights, including without limitation "contract rights" now or formerly defined in the UCC , and also any right to payment under a contract not yet earned by performance and not evidenced by an instrument or chattel paper.

All general intangibles, including without limitation "general intangibles", as defined in the UCC, and all records, customer lists, goodwill, causes of action, judgments, literary rights, rights to performance, proprietary processes, blueprints, drawings, designs, diagrams, plans, reports, charts, catalogs, manuals, literature, technical data, proposals, cost estimates, and all other reproductions on paper, or otherwise, of any and all concepts or ideas, in any manner related to, or any or all goods produced or sold or leases or credit extended, or services performed, by the Borrower, whether intended for an individual customer or the general business of the Borrower, or used or useful in connection with basic research by the Borrower.

All chattel paper, including without limitation "chattel paper" as defined in the UCC.

All files, books, records, and information relating to the collateral and/or to the operation of the Borrower's business, and all rights of access to such files, books, records, and information, and all property in which such files, books, records, and information are stored, recorded, and maintained, including without limitation computer programs, tapes, and related electronic data processing software, including but not limited to reservations related to the operation of the radio station owned and operated by the Debtor.

All goods, instruments, documents of title, documents, policies and certificates of insurance, securities, chattel paper, deposits, deposit accounts, money, cash or other property.

All federal, state, and local tax refunds, and/or abatements to which the Borrower is or becomes entitled, no matter how arising, including but not limited to any loss carry-back tax refunds.

All insurance proceeds, whether arising out of any of the foregoing or otherwise;

All liens, guaranties, securities, rights, remedies, and privileges pertaining to any of the foregoing including the right of stoppage in transit.

All other property at any time delivered, pledged, assigned or transferred by Debtor to the Secured Party and any other property of every kind or description of Debtor, now or hereafter in the possession or control of the Bank for any purpose, including all products, dividends and distributions on or other rights with respect to any property hereinabove referred to, now owned or hereafter acquired.

All additions, substitutions, accessions and proceeds, and insurance proceeds of any of the above property, now owned or hereafter acquired.

The Rolling Stock more specifically described in Exhibit A-1, attached hereto and incorporated herein by reference.

5691R

Exhibit A-1

Two (2) GP/9 locomotives identified as follows:

No. 1923 now known as No. 1789
No. 1924 now known as No. 1823

Two (2) Bud diesel coaches model # RDC/1 identified as follows:

Car No. 9157
Car No. 6126

One (1) dining car BCLR #5223.

One (1) kitchen car 1016.

5692R