First Interstate Bank
of Denver, N.A.
633 Seventeenth Street
Denver, Colorado 80270
303 293-2211

RECORDATION NO. 18753
FILED 1425
MAR 31 1994 -10 15 AM
INTERSTATE COMMERCE COMMISSION

March 22, 1994

Interstate Commerce Commission
Twelfth Street & Constitution Avenue, NW.
Washington , DC 2303

Dear Ms. Lee:

Enclosed are the original and a notarized copy of the following security agreement:

The Debtor is: The Great Western Railway Company of Iowa, Inc.
252 Clayton Street, 4th Floor
Denver, CO 80206

The Bank is: First Interstate Bank of Denver, NA.
633 17th Street
Denver, CO 80270

Contact Person Marlene Guzman
633 17th Street
Denver, CO 80270
(303-298-4369

A return envelope has been enclosed for your convenience.

Sincerely,

Marlene Guzman
Commercial Loan Servicing

enclosures

First Interstate Bank

First Interstate Bank of Denver, N.A.
633 Seventeenth Street
Denver, Colorado 80270

General Security Agreement (Including Equipment, Inventory, Accounts, Farm Products, and Intangible Property)

0100141034

1. **DEBTOR** (name and address)

FEIN 84-1169856

The Great Western Railway Company of Iowa, Inc.

252 Clayton 4th Floor

Denver, CO 80206

Address of Debtor's chief executive office (if different):

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2. **BANK:** First Interstate Bank of Denver, N.A.
633 Seventeenth Street
Denver, Colorado 80270

3. **COLLATERAL:**

A. TYPE (Indicate which types of collateral are being pledged)

☐ EQUIPMENT: All Equipment of Debtor now owned or hereafter acquired wherever located including but in no way limited to furniture or machinery of all sorts, fixtures and the property described on the attached list, accessories, accessions, replacements and substitutions therefore, together with all attachments thereto;

☐ (FIXTURES TO BE FILED IN REAL ESTATE RECORDS)

☐ INVENTORY: All Inventory of Debtor, now owned or hereafter acquired wherever located. Inventory means tangible personal property held as inventory by Debtor, held by Debtor for sale or to be furnished under contracts of service in the ordinary course of business (whether or not such goods have been delivered by Debtor to another under any such contract of sale or service), and all goods of like kind or type hereafter acquired by Debtor in substitution or replacement thereof now owned or hereafter acquired;

☐ ACCOUNTS: All Accounts of Debtor, now existing or hereafter created. Accounts means all accounts receivable, notes receivable, contract rights, beneficial interests in all letters of credit, chattel paper, documents and instruments relating to any such accounts, all guaranties and other collateral held by Debtor as security for or with respect to any of the foregoing and any proceeds thereto, all indebtedness and all obligations, whether now existing or hereafter arising, due or to become due Debtor, and all rights to payment, whether now existing or hereafter arising and proceeds thereof, whether or not earned, for or on account of goods sold or to be sold or leased or to be leased or for or on account of services rendered or to be rendered by Debtor and all invoices, contracts, claims, instruments, agreements, accounts, whether now existing or hereafter arising and proceeds thereof, whether or not earned, for or on account of goods sold or to be sold or leased or to be leased evidencing or representing any such indebtedness, obligations or rights and all amendments, modifications and supplements to any such invoice, contract, claim, instrument, agreement or account; and all guaranties and other collateral held by Debtor as security for or with respect to any of the foregoing; any other property, rights or interests of Debtor which shall at any time come into the possession, custody or control of the Bank for any purpose and in any manner;

☒ GENERAL INTANGIBLES: All intangible personal property of the Debtor now owned or hereafter acquired including but in no way limited to contracts, claims, credits, choses in action, insurance claims, licenses, license royalties, leases, permits, trademarks, servicemarks, trademark or servicemark appreciation, tradenames, patents, patent rights, copyrights, customer lists, computer software, interests in partnership and joint ventures, tax refunds, bank accounts, lawsuits, amounts due or to become due, all rights to payment of any type whether in kind or in cash and any other benefits under any current or future governmental program; ~~and~~ including that agreement more particularly described on the next page; and

☐ AGRICULTURAL PRODUCTS: All crops, livestock and other agricultural goods and farm products described below whether now owned or hereafter acquired:

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INTERSTATE COMMERCE COMMISSION
OFFICE OF THE SECRETARY
1994 MAR 31 2 49 PM
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B. OTHER PROPERTY AND PROCEEDS: Any other property, rights or interests of Debtor which shall at any time come into the possession, custody or control of Bank for any purpose or in any manner and all property similar to that described above now owned or hereafter acquired by the Debtor including, but not limited to additions, substitutions, replacements, progeny of livestock and the product, proceeds and accessions of and to any of the foregoing. Any other property, rights or interest of Debtor which shall at any time come into the possession, custody, or control of Bank for any purpose or in any manner.

C. LOCATION

Wherever located and including but not limited to collateral located as follows (need legal description if fixtures is checked).

DESCRIPTION OF PROPERTY	LOCATION
Trackage Rights Agreement dated April 29, 1992 between CBEC Railway Inc. and The Great Western Railway Company of Iowa, Inc. (copy attached)	Pottawattamie County, Iowa

4. OBLIGATIONS (a) All indebtedness evidenced and created by the following described promissory notes (the "Note") payable to the order of Bank, and all refinancings, renewals, restatements, and extensions thereof, and all amendments and modifications thereto and all promissory notes issued in substitution therefor:

	DATE	AMOUNT	MATURITY DATE	MAKER (if other than Debtor)
A.	11-16-92	$4,000,000.00	11-16-97	The Great Western Railway Company, Great Western Railway of Colorado, Inc., Great Western Leasing, Inc., The Great Western Railway Company of Iowa, Inc. & OmniTRAX Leasing, Ltd.
B.				
C.	3-13-92	$1,250,000.00	3-13-99	The Great Western Railway Company, Great Western Railway of Colorado, Inc. Great Western Leasing, Inc. & The Great Western Railway Company of Iowa, Inc.
X				

and **continued below

(b) All indebtedness or obligations of Debtor to the Bank, direct or indirect, absolute or contingent, now existing or hereafter arising, including, but not limited to, the performance and observance of any term or condition of this Agreement, and (c) All expenditures made or incurred by the Bank to protect and maintain the Collateral and to enforce its rights under the Note and this Agreement, as more fully set forth herein.

5. SECURITY INTEREST: Debtor hereby grants to the Bank a security interest in the Collateral. The security interest is given to secure the payment and performance of the Obligations. Unless the context otherwise indicates, the terms "General Intangibles" "Equipment", "Inventory", "Crops", "Livestock", "Fixtures", "Furniture", "Farm Products", "Agricultural Products" or "Account" or "Accounts" in this Agreement refers to that part of the Collateral consisting of such property. Inventory shall include goods of Debtor in the hands of manufacturers or suppliers or in the process of delivery to Debtor or any agent or representative of Debtor.

☐ Where permitted under applicable law, Bank hereby acquires a purchase money security interest in the following types of Collateral thereof:

**Obligations continued: C. $2,000,000.00 dated 7-20-90, maturity date of 7-20-97; Makers: The Great Western Railway Company, Great Western Railway of Colorado, Inc. & Great Western Leasing, Inc.

6. FUTURE LOANS: (a) If it so elects, the Bank may from time to time make future advances or loans ("future loans") to Debtor. Any future loans shall be part of the Obligations and shall be secured by the security interest granted in paragraph 5. (b) Each future loan may, at Bank's option, be evidenced by a promissory note in form and substance satisfactory to the Bank executed and delivered by Debtor and (i) in the amount of such loan or (ii) in the aggregate amount of all then outstanding loans. In the alternative, the Bank may at its sole discretion charge all loans made to a loan account in Debtor's name on the books of the Bank, to which will be credited all repayments by or on behalf of Debtor, and the balance at any time owing in such loan account shall be prima facie evidence of the then outstanding aggregate principal amount of all loans. All future loans shall be repayable as indicated in the promissory notes evidencing them, loan agreements under which they were made or, if not evidenced by a promissory note or subject to a loan agreement, on demand. (c) All future loans shall bear interest at the rate specified in the promissory note or notes evidencing them. If such loans are evidenced by a loan account only, Debtor shall pay to the Bank interest at the rate set forth in an Addendum hereto or at such other rate as may be mutually agreed upon in writing between them, computed on the daily outstanding balance of the loan account during the preceding month.

7. WARRANTIES AND REPRESENTATIONS: Debtor warrants and represents to the Bank: (a) except for the security interest created by this Agreement, Debtor is the owner of all the Collateral or will be at the time such Collateral is created or acquired, free and clear of all liens, security interests and encumbrances; (b) except as otherwise indicated by Debtor to the Bank in writing, at the time any property of any type becomes subject to the security interest granted in this Agreement (i) Debtor will be the owner of such property with the absolute right to transfer any interest therein, and (ii) if the property is on Account, the Account will be a valid obligation of the Account debtor, enforceable in accordance with its terms and to the best of Debtor's knowledge and belief, free and clear of all liens, security interests, restrictions, setoffs, adverse claims, assessments, defaults, prepayments, defenses and conditions precendent other than the security interest created by this Agreement, (c) the unpaid amount and all other information shown relating to all Accounts in Debtor's books and on any schedule, certificate or report at any time given by Debtor to the Bank is and will be true and correct as of the date indicated: (d) all chattel paper, documents and instruments which are part of the Collateral are valid and genuine and comply with applicable laws concerning form, content and manner of preparation and execution, and all persons appearing to be obligated thereon have authority and capacity to contract and are bound as they appear to be: (e) no financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement; (f) if Debtor is a corporation or partnership, its articles of incorporation or certificate and bylaws or its partnership agreement do not prohibit any term or condition of this Agreement; (g) the execution and delivery of this Agreement will not violate any law or agreement governing Debtor or to which Debtor is a party, and (h) all information and statements in this Agreement are and will continue to be true and correct.

8. COVENANTS OF DEBTOR: Unless and until the Bank expressly consents to another course of action: (a) Debtor shall, at such intervals and in such form and manner as the Bank may require, execute, deliver and otherwise provide the Bank with (i) schedules confirming or assigning to the Bank the Accounts or other Collateral herein described and intended to be covered by this Agreement and (ii) copies of invoices, evidences of shipment or delivery and such other information, including aging and reconciliation reports, as the Bank may deem necessary or advisable. Additionally, Debtor shall from time to time execute financing statements and other documents in form satisfactory to the Bank (and pay the cost of filing or recording them in whatever public offices the Bank deems necessary or advisable) and perform such other acts as the Bank may request to perfect and maintain a valid properly perfected security interest in the Collateral; (b) at the Bank's request Debtor shall mark or stamp each of its individual ledger sheets or cards pertaining to Accounts with the legend "For value received, this Account has been assigned to the Bank," and shall stamp or otherwise mark and keep its books and records relating to the Collateral in such manner as the Bank may deem necessary or advisable; (c) Debtor shall (i) keep such books and records pertaining to the Collateral, and at such office or offices of Debtor, as may be satisfactory to the Bank, (ii) permit representatives of the Bank at all reasonable times to inspect the Collateral, and to inspect and make abstracts from Debtor's books and records pertaining or relating to the Collateral, and (iii) from time to time prepare or cause to be prepared and deliver to the Bank all financial statements, reports and data requested by the Bank, at such times and in such form as may be satisfactory to the Bank; (d) Debtor shall give such written notice to Account debtors as the Bank may at any time request. The Bank may at any time, whether or not an Event of Default exists under this Agreement, (i) notify any Account debtor of the Bank's interest in the Collateral, (ii) request information as to the Collateral from any Account debtor, and (iii) notify an Account debtor to make all payments with respect to the Collateral directly to the Bank or in any other manner directed by the Bank; (e) Debtor shall (i) not sell, transfer, lease, abandon, assign or otherwise dispose of any of the Collateral or any interest therein (except that Inventory may be sold in the ordinary course of business) or any other material asset of the Debtor; (ii) not permit the Collateral to become a part of or to be affixed to any real or personal property without first making arrangements satisfactory to the Bank to protect the Bank's security interest therein; (iii) promptly notify the Bank of any Event of Default or any event which with the giving of notice or passage of time a failure to cure could become an Event of Default, as defined in paragraph 12; (iv) defend the Collateral against the claims and demands of all persons; and (v) pay promptly all taxes and assessments with respect to the Collateral; (f) Debtor shall carry such insurance on the Collateral as may be satisfactory to and may be requested by the Bank. If requested by the Bank all insurance policies shall be written for the benefit of Debtor and the Bank as their interests may appear, shall provide for 30 days' written notice to the Bank prior to cancellation and shall be deposited with the Bank. The Bank may act as attorney for Debtor in making, adjusting and settling claims under or cancelling such insurance and endorsing Debtor's name on any draft relating thereto. The Bank in its sole discretion may apply any proceeds of insurance toward payment of the Obligations, whether or not due, in any order of priority; (g) Debtor shall duly pay and discharge all taxes, assessments, and governmental charges prior to the date on which penalties are attached thereto unless and to the extent only that the same shall be contested in good faith and by appropriate proceedings, and promptly pay all bills, immediately notifying Bank of inability to do so; (h) at its option, the Bank may discharge taxes, liens, security interests and other encumbrances against the Collateral and may pay for the repair of any damage to the Collateral, the maintenance and preservation thereof and insurance thereon. Debtor shall reimburse the Bank on demand for any payments so made, plus interest thereon at a rate determined by and acceptable to the Bank from the date of such payment. Any such payments by the Bank shall be a fixed indebtedness of Debtor to the Bank, secured by the Collateral even if such payments cause the total outstanding indebtedness of Debtor to exceed Debtor's loan limit; (i) Debtor shall not incur or permit to be outstanding any indebtedness for borrowed money except (i) indebtedness to the Bank, (ii) current obligations incurred in the ordinary course of business and (iii) other indebtedness for which the Bank has given or may in the future give its express consent; (j) Debtor shall not pledge, mortgage or otherwise encumber, or create or permit a security interest to exist in, any of the Collateral or any other asset of the Debtor, to or in favor of anyone other than the Bank, and shall keep the Collateral in good condition and repair; (k) except for temporary processing or storage, all Collateral, including without limitation Inventory, shall be kept at Debtor's address or addresses listed on the first page of this Agreement or at such other location as shall be satisfactory to the Bank; (l) report to Bank any change in the location of any portion of the Collateral; (m) if Debtor is a partnership or corporation it shall not change its name, the name under which it is doing business or corporate structure without providing prior notice thereof to the Bank; (n) A carbon, photographic, or other reproduction of this Security Agreement, or any Financing Statement executed in connection herewith, is sufficient as a Financing Statement and may be filed or recorded as such in any office where a Financing Statement on the collateral described herein may be filed; (o) Debtor hereby expressly grants Secured Party a power of attorney, and appoints and constitutes Secured Party as Debtor's agent, for the purpose and with the power to sign on behalf of Debtor and in Debtor's name, one or more Financing Statements covering any of the collateral described herein and (p) these covenants are hereby supplemented by those set forth in the Loan Agreement, if executed and delivered in connection herewith.

9. COLLECTION OF ACCOUNTS: Until revocation of this authority Debtor, as agent of the Bank and at the expense of Debtor: (a) shall endeavor to collect all amounts due and owing on the Accounts, including the taking of such action to repossess goods, impose liens or enforce payment as the Bank or Debtor may deem proper; (b) shall receive in trust for the account of the Bank such goods as may be returned or rejected by or repossessed from Account debtors, and hold such goods and the proceeds thereof separate as the Bank's property, without commingling them with Debtor's property, and remit promptly any proceeds of sale or lease of such goods in the manner described in paragraph 10 below, and (c) may in the ordinary course of business grant to Account debtors any rebate, refund or allowance to which they are entitled provided that Debtor shall not compromise any claims after the occurrence of an Event of Default or an event which with the giving of notice, the passage of time or failure to cure would become an Event of Default.

10. PAYMENTS OF PROCEEDS TO BANK: (a) Debtor shall receive all payments with respect to the Collateral in trust for the Bank, without commingling them with any other funds or property of Debtor, and upon the occurrence of an Event of Default (until such authority is revoked or different instructions are given by the Bank) shall immediately deliver them to the Bank in the exact form received, bearing Debtor's full-recourse endorsement or assignment when necessary, for application to the Obligations in any order of priority determined by the Bank. Debtor shall have the liability of a general endorser with respect to such payments and hereby waives presentment, notice of dishonor, protest, demand and all other notices with respect thereto, whether or not Debtor endorses the instruments or other evidences of payment and regardless of the form of payment or of Debtor's endorsement or assignment thereon. (b) At the election of the Bank, which may be indicated on an addendum, all payments described in the preceding subparagraph (a) shall be deposited in a separate bank account maintained by the Bank (the "Pledge Account"), from which Debtor shall have no right to withdraw funds and from which Debtor agrees to make available funds to the Bank if the Bank specifically requests same for payment of the Obligations. All instruments evidencing payments shall be deposited in the Pledge Account subject to final payment, and all deposits therein shall be held as security for the Obligations. From time to time in its discretion the Bank may apply all or any of the balance in the Pledge Account to payment of the Obligations in any order of priority determined by the Bank. Additionally, the Bank in its discretion may release all or any of the balance in the Pledge Account or Debtor.

11. RIGHTS OF THE BANK: (a) The Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as Debtor shall request, but failure to honor any such request shall not of itself be deemed a failure to exercise reasonable care. The Bank shall not be required to take any steps necessary to preserve any rights in the Collateral against parties claiming an interest in the property prior in right to the Bank's interest nor to protect, preserve or maintain any security interest given to secure any of the Collateral.(b) Debtor hereby irrevocably appoints the Bank as the attorney of the Debtor, with full powers of substitution and at the cost and expense of Debtor, to exercise any of the following powers with respect to any of the Accounts: (i) demand, sue for, collect and give receipts for any payments due thereon or by virtue thereof; (ii) receive, take, endorse, assign and deliver chattel paper, documents, instruments and all other property taken or received by the Bank in connection therewith including the right to Bank to open mail of the Debtor to obtain checks, instruments and other payments made on accounts; (iii) settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto; (iv) sell, transfer, assign or otherwise deal therein or therewith as fully and effectually as if the Bank were the absolute owner thereof, and (v) extend the time of payment thereof and make allowances and other adjustments with reference thereto. In exercising any power herein granted the Bank may act in its name or the name of Debtor. (c) The Bank shall be under no duty to exercise or to withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Bank in this Agreement, and shall not be responsible for any failure to do so or delay in so doing.

12. EVENTS OF DEFAULT: Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions ("Events of Default"): (a) default in the due payment, performance or observance of any of the Obligations unless cured within any applicable grace period: (b) any warranty, representation or statement of Debtor in this Agreement, or otherwise made or furnished to the Bank or on behalf of Debtor, proves to have

been false in any material respect when made or furnished; (c) any event which results in the acceleration of the maturity of the obligations indebtedness of Debtor to the Bank or indebtedness to any other person under any security or loan agreement, indenture, note or other undertaking; (d) loss, theft or destruction of or substantial damage to any of the Collateral or the seizure or taking of any of the Collateral by any government or similar authority, or the issuance of a writ, order of attachment or garnishment with respect thereto; (e) death, dissolution, insolvency (however expressed or indicated), termination of existence of, appointment of a receiver of any part of the property of, assignment for the benefits of creditors by, or the commencement of any proceeding under any bankruptcy, reorganization, arrangement, insolvency or other law relating to the relief of debtors by or against, Debtor or any guarantor or surety for Debtor under any of the Obligations, or (f) good faith belief by the Bank that the Obligations are inadequately secured or that the prospect of payment, performance or observance of any of the Obligations is impaired. If the security interest created by this Agreement is given to secure the Obligations of a person other than Debtor, an additional Event of Default shall be the happening of any of the above events or conditions to, by or with respect to such other person.

13. REMEDIES: (a) Upon the occurrence of any Event of Default, the Bank may, without notice or demand, declare any of the Obligations immediately due and payable and this Agreement in default, and thereafter the Bank shall, inter alia, have the remedies of a secured party under the Uniform Commercial Code as then in effect in Colorado, including without limitation the right (i) to take possession of any of the Collateral not then in its possession and (ii) to have Debtor assemble such Collateral and make it available to the Bank at a place to be designated by the Bank which is reasonably convenient to both parties. To take possession the Bank may enter upon any premises and remove the Collateral therefrom. If notice is required by law, five days prior to notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made shall be deemed reasonable notice to Debtor. No such notice is necessary if the Collateral is perishable, threatens to decline speedily in value, or is of a type customarily sold on a recognized market. Proceeds of any sale or other disposition of the Collateral may be applied to the Obligations in any order of priority. Debtor hereby waives (to the extent permitted by law) any right to a hearing prior to issuance of a court order for replevin of the Collateral. (b) If the Bank in good faith believes that the Securities Act of 1933 or any other state or federal law prohibits or restricts the customary manner of sale or distribution of any of the Collateral, the Bank may sell such Collateral privately or in any other manner deemed advisable by the Bank at such price or prices as the Bank determines in its sole discretion. Debtor recognizes that such prohibitation or restriction may cause the Collateral to have less value than it otherwise would have and that, consequently, such sale or disposition by the Bank may result in a lower sales price than if the sale were otherwise conducted. (c) As a supplemental or additional remedy, the Bank shall also be entitled, without notice or demand and to the extent permitted by law, (i) to hold, use, operate, manage and control all or any part of the Collateral; (ii) to demand, collect and retain all earnings, proceeds and other sums due to be become due with respect to the Collateral, accounting only for the net earnings arising from such use and charging against receipts from such use all other costs, expenses, charges, damage or loss by reason of such use, and (iv) to exercise or continue to exercise all of the rights granted to the Bank in paragraph 11. Notwithstanding the foregoing, the Bank shall also be entitled, without notice or demand and to the extent permitted by law, to have a receiver appointed to take charge of all or any part of the Collateral, exercising all of the rights granted to the Bank in this paragraph. (d) Debtor shall pay to the Bank all costs and expenses (including reasonable attorneys' fees and legal expenses) of or incidental to retaking, holding, preparing for sale, selling and the like, and in otherwise enforcing any term or condition of this Agreement. All such costs and expenses shall be an obligation of Debtor to the Bank pursuant to Section 4 (b) hereof, secured by the Collateral.

14. GENERAL: (a) No default shall be waived by the Bank except in writing and no waiver of any payment or other right under this Agreement shall operate as a waiver of any other payments or right. (b) Without affecting any obligations of Debtor under this Agreement without notice or demand, the Bank may renew, extend, or otherwise change the terms and conditions of any of the Obligations, take or release any other Collateral as security for any of the Obligations, and add or release any guarantor, endorser, surety or other party to any of the Obligations. (c) The Bank may assign, transfer or deliver any of the Collateral to any tranferee of any of the Obligations, and thereafter shall be fully discharged from all responsibility with respect to such Collateral, but the Bank shall retain all powers and rights hereunder with respect to any of the Collateral remaining. (d) This Agreement may be terminated by either party upon ten days prior written notice to the other but such termination shall be effective only as to new Obligations of Debtor subsequently incurred; as to transactions entered into, rights or interests created or Obligations created or arising (and refinancings, renewals, modifications, amendments and extensions thereof, if any), prior to such termination, this Agreement shall remain fully effective as if such termination had not occurred. (e) Any consent of the Bank and any notice or other communication from Debtor required or contemplated by this Agreement shall be in writing. Any written notice intended for Debtor shall be deemed given if mailed, postage prepaid to Debtor at the address given on the first page of this Agreement or at such other address given by notice as herein provided. If intended for the Bank notice shall be deemed given only if actually received by the Bank. (f) If there is more than one Debtor, all of the terms and conditions of this Agreement shall apply to each and every one of them. Delivery by the Bank to any Debtor of any of the Collateral shall discharge the Bank from any further liability or responsibility therefor. (g) This Agreement shall be construed under and governed by the substantive laws of Colorado without reference to choice of law rules, including Colorado's and Debtor hereby consents to personal jurisdiction in and agrees that any litigation in any way related to this Agreement shall be brought and prosecuted in a count of competent jurisdiction sitting in the City and County of Denver and no where else. (h) Except as modified by this Agreement and unless the context otherwise requires, all terms used herein which are defined in the Uniform Commercial Code as in effect in Colorado shall have the meanings therein stated, (i) All of the rights of the Bank under this Agreement shall be cumulative and shall inure to the benefit of its successors and assigns. All obligations of Debtor hereunder shall be binding upon the heirs, legal representatives, successors and assigns of Debtor.

15. OTHER OBLIGATIONS OF DEBTOR: The Debtor expressly intends that the grant of this security interest shall remain as security for payment and performance of all debts and obligations owning by it, whether now existing, or which may hereinafter be incurred by future advances, or otherwise; whether or not such obligations are related to the transaction described in any loan agreement or contemplated by the parties at the time of the granting of this security interest. This continuing grant shall not be required to be stated on the face of any document representing any obligation or debt, nor otherwise identify it as being secured hereby. If such debt or obligation shall remain, or become an obligation or debt of less than all of the debtors herein, any debtor not liable therefor hereby expressly hypothecates his, her, its or their ownership interest in the collateral to the extent required to satisfy said debt or obligation without restriction or limitation. Any such debt or obligation shall be deemed to have been made pursuant to C.R.S. 4-9-204 (3), being Section 9-204(3) of the Uniform Commercial Code.

Dated 2-15-94

The Great Western Railway Company of Iowa, Inc.
Debtor

Secretary, if a Corporate Debtor

SEAL

(By) Michael J. Ogborn

Title: VICE PRESIDENT

03agwr0414

TRACKAGE RIGHTS AGREEMENT

This Trackage Rights Agreement ("Agreement") is made and entered into this 29th day of April, 1992 by and between CBEC Railway Inc., an Iowa corporation ("Grantor") and The Great Western Railway Company of Iowa, Inc., a Colorado corporation ("Grantee").

RECITALS

A. Grantor has acquired ownership from Grantee of the railroad right-of-way described on **Exhibit A** attached hereto, together with the improvements located thereon, including railroad tracks, signals and switches (collectively, the "Property"), pursuant to the terms of an Agreement for Sale and Purchase of Railroad Right-Of-Way dated April 29, 1992 (the "Purchase Agreement").

B. Pursuant to the terms of the Purchase Agreement and this Trackage Rights Agreement, Grantor has agreed to grant to Grantee certain sole and exclusive rights to use a designated portion of the Property on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee the right to use a portion of the Property as described in paragraph 2 (the

"Railroad Property") on the terms and subject to the conditions hereinafter set forth for the purpose of conducting Grantee's railroad operations.

2. For the purposes of this Agreement, the "Railroad Property" shall mean the portion of the Property beginning at the eastern boundary of the Union Pacific Rail Yard and extending along the Property to the Property crossing at the western bank of Mosquito Creek, shown as Bridge 1309 on the project prints, which is also the location of the Property crossing of the south line of SW1/4, NE1/4, Section 7, T74NR43W, Pottawattamie County, Iowa.

These rights are granted solely and exclusively to the Grantee for the purpose of serving existing and future customers that are located on or will locate on the trackage within the boundaries described above. These rights will not interfere with the Grantor's right to use the property as described in paragraph 6 of this Agreement. Any rights to serve customers on trackage of Grantor beyond these boundaries are reserved by Grantor.

3. This Agreement shall have a perpetual term unless otherwise terminated under the terms of paragraph 12 below. The term shall consist of an Exclusive Term and a Nonexclusive Term. The Exclusive Term shall commence on the date hereof and shall terminate at such time as reconstruction of the railroad line is completed as provided for in paragraph 9 of the Purchase Agreement. For this purpose, reconstruction of the railroad line

shall be deemed completed at such time as Grantor has satisfied all of its obligations under paragraph 9 of the Purchase Agreement and has commenced operations of trains on the Railroad Property. The Nonexclusive Term shall commence at the expiration of the Exclusive Term and shall continue as long as Grantor uses the Railroad Property for operation of trains. At such time as Grantor subsequently ceases using the Railroad Property for operation of trains, the Exclusive Term shall be reinstated and shall continue until such time as Grantor again commences operation of trains on the Railroad Property.

4. During the Exclusive Term, Grantee shall have the obligations under this paragraph and shall not pay any fee to Grantor for the trackage rights granted hereunder. During the Exclusive Term, Grantee shall have the sole and exclusive right to operate on the Railroad Property and to grant to others the right to conduct railroad operations thereon during the Exclusive Term and shall, at Grantee's cost and expense, repair and maintain the Railroad Property (including regular maintenance of crossings and signals) in good operating condition suitable for Grantee's use (and, if the Exclusive Term is reinstated following reconstruction of the railroad line, in substantially the same condition as when the Exclusive Term is reinstated) and in compliance with all applicable laws, rules and regulations. Grantee shall also pay all real property taxes on the Railroad Property during the Exclusive Term.

5. Grantor shall be responsible at all times for the construction and replacement of all street and highway crossings, including tracks and ties at such locations, and for the replacement or installation of crossing signals which crossings and signals are either necessary and required by governmental authorities or which should be replaced or installed by a prudent operator from time to time (the "Street Crossing Obligations"). If Grantor and Grantee disagree regarding whether a Street Crossing Obligation exists, either party may require the disagreement to be settled by arbitration as provided in paragraph 13 hereof. Such work shall be performed by Grantor in accordance with applicable laws and regulations. Grantor's work in connection with street crossings shall be coordinated with Grantee and Grantee shall be advised of the plans and reconstruction timetable for all such work. Grantee shall give written notice to Grantor of all Street Crossing Obligations and of the availability, if any, of funds from federal, state or local governments therefor. If Street Crossing Obligations are required as provided above, within 45 days after receipt of Grantee's notice, Grantor shall prepare and submit a construction budget for satisfaction of the Street Crossing Obligations. Grantee shall have the reasonable right of review of all Street Crossing Obligations and shall reimburse Grantor for 10 percent (10%) of the net cost (after any third party funds are applied) thereof promptly upon receipt of appropriate documentation reflecting the expenditures for the Street Crossing

Obligations. If Grantee disagrees with the budget proposed by the Grantor for the work to be done, the Grantee shall have the right within 30 days after receipt of Grantor's budget to submit an alternate proposal to the Grantor. Such alternate proposal must be in conformance with all current rules and regulations. If the Grantor decides not to accept Grantee's proposal, Grantee's portion of the reconstruction expense will be limited to the amount Grantee would have paid under Grantee's proposal.

6. During the Nonexclusive Term, Grantor shall have a first and prior right over Grantee to use the Railroad Property for the passage of trains to serve Grantor's purposes, not to include rail service to customers of Grantee located on the portion of the Railroad Property identified in paragraph 2 above. During the Nonexclusive Term, Grantee shall provide Grantor the following services:

(a) Grantee shall insure that trains of Grantor shall have first and prior right over Grantee to use the railroad property, including but not limited to proper set of the switches and clearance of the track for Grantor's trains during normal business hours to permit uninterrupted operation;

(b) Grantee shall set all switches at the close of business hours to permit Grantor's trains uninterrupted access to Grantor's property after business hours and shall otherwise insure that Grantor's trains have uninterrupted access to Grantor's property after normal business hours (this shall not relieve Grantor or other entity operating on the Railroad

Property from exercising normal care in the operation over Grantor's line).

7. During the Nonexclusive Term, Grantee shall pay Grantor a fee of $0.05 per net loaded ton transported by Grantee to or from customers in Grantee's area of service over the Railroad Property for loaded cars and $100 total for each locomotive transported in and out on the Railroad Property for the purpose of repair or storage by Grantee, or Grantee's customers. The foregoing fees shall be subject to adjustment as provided in paragraph 14 below. Grantee shall pay the fee to Grantor no later than the 15th day of each April, July, October and January for the immediately preceding calendar quarter. At the time of each payment, Grantee shall provide Grantor with an accounting (certified by an officer of Grantee) of tonnage and locomotives transported by Grantee on the Railroad Property during such calendar quarter. Grantor shall have a right to review appropriate records maintained by Grantee at reasonable times during normal business hours to certify the accuracy of Grantee's fee payment.

8. During the Nonexclusive Term, Grantor shall be responsible for all repairs and maintenance of the Railroad Property (except for switches, diamonds and tracks installed solely for Grantee's use either by Grantee or as required under paragraph 9 of the Purchase Agreement which shall be repaired and maintained by Grantee) and shall maintain the Railroad Property in good operating condition at a level sufficient for Grantee to

conduct its railroad operations thereon and in compliance with all applicable laws, rules and regulations.

9.- Grantor and Grantee shall each maintain general liability insurance relating to their own operations on the Railroad Property naming the other party as an additional named insured in an amount not less than $5,000,000 per occurrence. Grantee shall be liable for all damage to persons or property which is caused by Grantee's failure to properly repair or maintain the Railroad Property during the Exclusive Term and shall also be liable for all damages to persons or property which is caused by Grantee's operations on the Railroad Property or Grantee's negligence or willful misconduct or breach of this Agreement. Grantor shall be liable for all damage to persons or property which is caused by Grantor's failure to properly repair or maintain the Railroad Property during the Nonexclusive Term and shall also be liable for all damages to persons or property which is caused by Grantor's operations on the Railroad Property or Grantor's negligence or willful misconduct or breach of this Agreement. Grantor shall require any other person or entity granted trackage rights on the Railroad Property to maintain the same insurance coverage and assume the same liability for its own operations on the Railroad Property.

10. In the event of any suit being brought against either party hereto for which the other party may be held liable, the party against whom such suit is brought shall at once give the other party notice in writing thereof in order that the other

party may make such defense as it may deem proper, and in such case the party that is liable as herein provided shall pay all attorneys' fees, costs and expenses incurred in defending such suit, as well as damages that may be recovered therein.

11. In the event that either party shall default in its obligations hereunder, the other party, following 30 days' written notice to the defaulting party, shall have the right to cure such default, in which event the amounts expended by the non-defaulting party in connection with such cure shall be due and payable upon demand. In addition, any amounts not paid when due hereunder shall bear interest at the rate of 12% per annum.

12. Grantee shall have the right to terminate its rights and obligations under this Agreement upon 90 days prior written notice to Grantor. Grantor shall have the right to terminate Grantee's rights under this Agreement effective 90 days after written notice from Grantor following a determination by an arbitrator as provided for in paragraph 13 below that Grantee has defaulted in its obligations under this Agreement unless such default is cured within such 90-day period, in which event, such notice of termination shall be void. For this purpose, Grantee (or its successor or assigns) shall be in default if it ceases to do business for a period of six (6) consecutive months.

13. In case any question arises under this Agreement or concerning the subject matter hereof, such questions shall be settled by an arbitration before a panel of three arbitrators in Council Bluffs, Iowa, under the rules of the American Arbitration

Association. The costs of arbitration, including the legal fees and costs of the prevailing party, shall be borne by the losing party in the arbitration. The decision of the arbitrators shall be final and not appealable.

14. The payments described in paragraph 7 hereof shall be subject to the same percentage adjustment on the first day of January of every third year following the commencement of the Nonexclusive Term as the percentage increase or decrease in the Consumer Price Index for all Urban Consumers (All Items - Unadjusted Indexes) as published by the U. S. Department of Labor, Bureau of Labor Statistics (CPI-U) from the date of implementation of this adjustment (the commencement of the Nonexclusive Term) to October of the year prior to the date on which the adjustment is being made. The initial base CPI-U shall equal the CPI-U index for the month corresponding to the commencement of the Nonexclusive Term. In no event shall the adjustment for any three-year period exceed 15 percent. If publication of the Consumer Price Index is discontinued, or substantially altered from its present form, the parties hereto shall thereafter adopt a replacement Index published by an agency of the United States or by a responsible financial periodical or recognized authority to be agreed upon by the parties hereto, or if the parties cannot agree, by arbitration.

15. This Agreement and the rights hereunder shall be a burden upon the Railroad Property and shall inure to the benefit of Grantee and its successors and assigns. Grantee shall give

written notice to Grantor of any assignment of its rights hereunder.

16. This Agreement shall be governed by the laws of the State of Iowa.

17. All notice hereunder shall be in writing and shall be deemed given when hand delivered to a party or mailed by certified mail, return receipt requested to each party at the following address or at such other address as either party shall specify by written notice as provided herein:

Grantor:

CBEC Railway Inc.
c/o Ralph C. Watts
Iowa Power Inc.
907 Walnut
P.O. Box 657
Des Moines, Iowa 50303

with a copy to:

Bradshaw, Fowler, Proctor & Fairgrave
801 Grand Avenue, Suite 3700
Des Moines, Iowa 50309
Attention: J. Edward Power

Grantee:

The Great Western Railway
Company of Iowa, Inc.
252 Clayton Street, Fourth Floor
Denver, Colorado 80206

with a copy to:

Otten, Johnson, Robinson,
Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attn: William R. Neff, Esq.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

ATTEST:

CBEC Railway Inc., an Iowa corporation

Secretary

By: President

ATTEST:

The Great Western Railway Company of Iowa, Inc., a Colorado corporation

Secretary

By: President

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 13th day of May, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Russell E. Christiansen, to me personally known, who being by me duly sworn, did say that he is the President of CBEC Railway, Inc.; that **DELETE ONE** (no seal has been procured by the said) ~~(the seal affixed thereto is the seal of said)~~ corporation; that said instrument was signed ~~(and sealed)~~ on behalf of said corporation by authority of its Board of Directors; and that the said Russell E. Christiansen as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

WITNESS my hand and official seal.

My commission expires: 10/18/94.

L. JENE SPURGIN
MY COMMISSION EXPIRES
10/18/94

L. Jene Spurgin
Notary Public in and for the
State of IOWA

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 29th day of April, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Dwight N. Johnson, to me personally known, who being by me duly sworn, did say that he is the President of the Great Western Railway Company of Iowa, Inc.; that **DELETE ONE** (~~no seal has been procured by the said~~) (~~the seal affixed thereto is the seal of said~~) corporation; that said instrument was signed (~~and sealed~~) on behalf of said corporation by authority of its Board of Directors; and that the said Dwight N. Johnson as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

WITNESS my hand and official seal.

My commission expires: 2-21-94.

Marie Kuesel
Notary Public in and for the
State of Colorado
252 Clayton St. #400
Denver, CO 80206

Exhibit A

Legal description to include Exhibit A to the Purchase Agreement plus the legal description of the Iowa Southern Property or Alternative Property, as applicable.

CBEC Railway/Great Western Railway

EXHIBIT A

CBEC RAILWAY, INC.

Description No. 1

An existing railroad track and appurtenances of the Iowa Southern Railroad in Sections 35 and 36 in Township 75 North, Range 44 West of the 5th P.M. and in Section 1, Township 74, Range 44 West of the 5th P.M., in the City of Council Bluffs, Pottawattamie County, Iowa generally described as follows:

Beginning on the east line of the Union Pacific Railroad property which is the west line of Fleming and Davis Addition near the northeast corner of Block 20 of said Addition, thence running southeasterly across said Block 20; thence running Southeasterly across a 100 foot wide platted strip of land known as Railroad Street; thence running Southeasterly across Block 22 of Fleming and Davis Addition; thence running Southeastern across 16th Street; thence running Southeasterly across Block 23 of Fleming and Davis Addition to 13th Avenue; thence running East in 13th Avenue to 9th Street; thence running Southeasterly in 13th Avenue to the north line of Block 51 of Riddle's Subdivision; thence running Southeasterly through lots 3, 2, and 1 of Block 51 of Riddle's Subdivision; thence running Southeasterly across 8th Street; thence running Southeasterly across lots 11, 10, 6, 5, 4, and 3 of Block 52 of Riddle's Subdivision; thence running Southeasterly across 7th Street and 14th Avenue; thence running Southeasterly across lots 15, 14, 9, 8, 7, 6, and 5 of Block 58 of Riddle's Subdivision; thence running Southeasterly across 15th Avenue and 6th Street; thence running Southeasterly across Block 74 of Riddle's Subdivision; thence running Southeasterly across 16th Avenue; thence running Southeasterly across the northeast corner of the NE 1/4 of the NW 1/4 of said Section 1 to the west line of the Burlington Northern right-of-way; thence running Southeasterly across the Burlington Northern right-of-way to the east line of said right-of-way.

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EXHIBIT A

The centerline of said railroad track is more particularly described as follows:

From the northwest corner of the southeast quarter of Section 35, Township 75 North, Range 44 East of the Fifth Principal Meridian, run on a bearing assumed for this description to be South 0°-29'-55" West along the west line of the southeast quarter of said section 35 for 1214.15 feet to the point of beginning lying on the west line of Fleming and Davis Addition to the City of Council Bluffs; thence run South 67°-53'-54" East for 322.66 feet; thence run South 67°-42'-19" East for 358.32 feet to the beginning of a tangent curve; thence run Southeasterly along a curve concave northerly with a radius of 1145.92 feet and a long chord of 437.97 feet bearing South 78°-43'-21" East for 440.68 feet to a point of tangency; thence run South 89°-44'-22" East for 502.33 feet to the beginning of a tangent curve; thence run easterly along an arc of a curve concave southerly with a radius of 1145.92 feet and a long chord of 103.52 feet bearing South 87°-09'-02" East for 103.56 feet to a point of tangency; thence run South 84°-33'-42" East for 51.54 feet to the beginning of a tangent curve; thence run easterly along an arc of a curve concave northerly with a radius of 1145.92 feet and a long chord of 105.50 feet bearing South 87°-12'-01" East for 105.54 feet to a point of tangency; thence run South 89°-50'-19" East for 1579.65 feet to the beginning of a tangent curve; thence run southeasterly along an arc of a curve concave southwesterly with a radius of 1091.35 feet and a long chord of 828.61 feet bearing South 67°-31'-41" East for 849.93 feet to a point of tangency; thence run South 45°-13'-03" East for 772.94 feet to the beginning of a tangent curve; thence run southeasterly along an arc of a curve concave southwesterly with a radius of 954.93 feet and a long chord of 139.22 feet bearing South 41°-02'-14" East for 139.34 feet to a point of tangency; thence run South 36°-51'-25" East for 102.53 feet to the beginning of a tangent curve; thence run southeasterly along an arc of a curve concave northeasterly with a radius of 954.93 feet and a long chord of 129.67 feet bearing South 40°-45'-00" East for 129.77 feet to a point of tangency; thence run South 44°-38'-37" East for 449.34 feet to a point on the east line of the northwest quarter of Section 1, Township 74 North, Range 44 East of the Fifth Principal Meridian which lies 383.60 feet Southerly from the northeast corner thereof; thence continue South 44°-38'-37" East for 67.70 feet to the east railroad right of way line of the Burlington-Northern and the end this described centerline.

CBEC Railway/Great Western Railway

EXHIBIT A

DESCRIPTION OF PARCEL NO. 2

The following description is referred to as Description No. 2 in Exhibit 'A' of a Purchase Agreement by and between Great Western Railway Company of Iowa, Inc. and CBEC Railway, Inc.

A strip of land running through the west half of the northeast fractional quarter of Section 1, Township 74 North, Range 44 West of the Fifth Principal Meridian and containing parts of streets and alleys and part of lots in Blocks 2, 7 and 8 of Casady's Addition to the City of Council Bluffs, all in the City of Council Bluffs, Pottawattamie County, Iowa, described more particularly as follows:

From the northwest corner of the northeast fractional quarter of said Section 1, run on a bearing assumed for this description to be South 0°-14'-56" West along the west line of the northeast fractional quarter of said Section 1 for 410.36 feet; thence run South 89°-45'-04" East for 47.69 feet to the east line of the Burlington-Northern 100 foot wide railroad right of way and the point of beginning; thence run South 44°-38'-37" East for 269.38 feet to a point on a non tangent circular curve; thence run Southeasterly, Southerly and Southwesterly for 605.70 feet along an arc of a curve concave Westerly with a radius of 863.50 feet and a long chord of 593.35 feet bearing South 09°-22'-34" East to a point of tangency; thence run South 10°-43'-08" West for 1019.46 feet to the beginning of a tangent circular curve; thence run Southerly for 282.69 feet along an arc of a curve concave Easterly with a radius of 851.84 feet and a long chord of 281.40 feet bearing South 01°-12'-42" West to the south line of the northeast fractional quarter of said Section 1; thence run South 89°-47'-03" West along said south line for 90.00 feet to the east right of way line of the railroad of the Burlington-Northern and being 57.04 feet East of the center of said Section 1; thence run North 00°-00'-40" West along said east right of way line for 292.83 feet; thence run North 89°-59'-20" East for 37.05 feet; thence run North 10°-43'-08" East for 1019.46 feet to the beginning of a tangent circular curve; thence run Northerly and Northwesterly for 776.39 feet along an arc of a curve concave southwesterly with a radius of 803.50 feet and a long chord of 746.54 feet bearing North 16°-57'-44" West; thence run North 44°-38'-37" West for 13.09 feet to the east right of way line of the railroad of the Burlington Northern; thence run North 00°-00'-40" West along said east line for 42.55 feet to the point of beginning containing 2.996 acres, more or less. Subject to any interest the City of Council Bluffs may have in the streets and alleys included herein and subject to any easements of record.

DESCRIPTION OF PARCEL NO. 3

The following description is referred to as Description No. 3 in Exhibit 'A' of a Purchase Agreement by and between Great Western Railway Company of Iowa, Inc. and CBEC Railway, Inc.

A parcel or strip of land being railroad right-of-way and being part of the former right-of-way of the Wabash Railroad Company lying in the southeast quarter of Section 1, Township 74 North, Range 44 West of the Fifth Principal Meridian and in the southwest quarter of the southwest quarter of Section 6, in Section 7, and in the southwest quarter of the southwest quarter of Section 8, all in Township 74 North, Range 43 West of the Fifth Principal Meridian in the City of Council Bluffs, Pottawattamie County, Iowa, described more particularly as follows:

From the southwest corner of said Section 6, run on a bearing assumed for this description to be North 89°-54'-32" East along the south line of said Section 6 for 128.78 feet to the point of beginning; thence run North 49°-11'-28" West for 170.51 feet to the west line of said Section 6; thence run North 49°-18'-02" West for 539.13 feet; thence run North 40°-45'-15" East for 59.79 feet to the beginning of a nontangent circular curve; thence run Northwesterly for 126.74 feet along an arc of a curve concave Northeasterly with a radius of 882.48 feet and a long chord of 126.63 feet bearing North 45°-07'-53" West to a point of tangency; thence run North 41°-03'-08" West for 628.75 feet to the beginning of a tangent circular curve; thence run Northwesterly for 68.38 feet along an arc of a curve concave southwesterly with a radius of 474.85 feet and a long chord of 68.32 feet bearing North 45°-11'-36" West to a point of tangency; thence run North 49°-18'-50" West for 624.70 feet to the beginning of a tangent circular curve; thence run Northwesterly for 211.04 feet along an arc of a curve concave Southwesterly with a radius of 1465.73 feet and a long chord of 210.86 feet bearing North 53°-25'-44" West to a point of tangency; thence run North 57°-33'-32" West for 484.96 feet; thence run South 0°-17'-11" West for 104.60 feet; thence run North 49°-16'-23" West for 792.64 feet to a point on the east railroad right-of-way line of the Burlington-Northern; thence run North 0°-00'-40" West along said east right-of-way line for 309.76 feet to the north line of the southeast quarter of said Section 1; thence run North 89°-47'-03" East along said north line for 90.00 feet to the beginning of a non-tangent circular curve; thence run southeasterly for 423.05 feet along an arc of a curve concave northeasterly with a radius of 554.34 feet and a long chord of 412.86 feet bearing South 27°-26'-06" East to a point of tangency; thence run South 49°-17'-52" East for 312.85 feet; thence run South 71°-15'-52" East for 89.34 feet to the east line of the west half of the northwest quarter of the southeast quarter of said Section 1; thence run

South 0°-17'-11" West along said east line for 75.73 feet to the beginning of a non-tangent circular curve; thence run southeasterly for 18.41 feet along an arc of a curve concave northeasterly with a radius of 351.37 feet and a long chord of 18.40 feet bearing South 55°-56'-05" East to a point of tangency; thence run South 57°-33'-32" East for 491.91 feet to the beginning of a tangent circular curve; thence run southeasterly for 216.80 feet along an arc of a curve concave southwesterly with a radius of 1,505.73 feet and a long chord of 216.61 feet bearing South 53°-25'-44" East to a point of tangency; thence run South 49°-18'-50" East for 624.69 feet to the beginning of a tangent circular curve; thence run southeasterly for 74.15 feet along an arc of a curve concave southwesterly with a radius of 514.85 feet and a long chord of 74.08 feet bearing South 45°-11'-36" East to a point of tangency; thence run South 41°-03'-08" East for 628.79 feet to the beginning of a tangent circular curve: thence run southeasterly for 121.00 feet along an arc of a curve concave northeasterly with a radius of 842.48 feet and a long chord of 120.89 feet bearing South 45°-07'-53" East to a point of tangency; thence run South 49°-18'-14" East for 825.62 feet to a point on the south line of said Section 6 lying 282.10 feet east of the southwest corner of said Section 6; thence run North 89°-54'-32" East along the south line of said Section 6 for 114.54 feet; thence run South 49°-17'-52" East for 2,017.96 feet to the south line of the northeast quarter of the northwest quarter of said Section 7; thence run South 89°-53'-05" West along said South line for 114.74 feet; thence run South 49°-17'-52" East for 5,103.00 feet to the beginning of a tangent circular curve; thence run southeasterly for 549.08 feet along an arc of a curve concave northeasterly with a radius of 2,814.79 feet and a long chord of 548.21 feet bearing South 54°-53'-10" East to a point opposite of mile post 407 (a former reference point of the Wabash Railroad Company indicating miles from St. Louis); thence run South 29°-31'-32" West for 100.00 feet to a point on a non-tangent circular curve; thence run northwesterly for 568.59 feet along an arc of a curve concave northeasterly with a radius of 2,914.79 feet and a long chord of 567.69 feet bearing North 54°-53'-10" West to a point of tangency; thence run North 49°-17'-52" West for 7,236.91 feet to the point of beginning containing 28.104 acres and being subject to the interest of the City of Council Bluffs in 29th Avenue and any easements of record.

Except therefrom, that portion of the above described 100 foot wide corridor from Mile Post 'St. L. 407' to 'Mile 407.7'. 'Mile 407.7' is further described as the west toe of the dike on the west side of Mosquito Creek.

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EXHIBIT A

Description No. 4

Existing railroad tracks and appurtenances lying within the Union Pacific Railroad Yard in the northeast quarter of the southwest quarter of Section 35, Township 75 North, Range 44 West of the Fifth Principal Meridian in the City of Council Bluffs, Pottawattamie County, Iowa, the centerlines of which are described as follows:

(An extension of Description No. 1, herein referred to as the "main" track).
From the center of said Section 35, run on a bearing assumed for this description to be South 0°-29'-55" West along the east line of the southwest quarter of said Section 35 for 1214.15 feet to the point of beginning; thence run North 67°-42'-23" West for 210.09 feet to the beginning of a tangent circular curve; thence run Westerly for 84.74 feet along an arc of a curve concave southerly with a radius of 407.0 feet and a long chord of 84.59 feet bearing North 73°-40'-12" West to the end of this centerline.

AND

(Turnout southerly from "Main" track).
From the center of said Section 35, run on a bearing assumed for this description to be South 0°-29'-55" West along the east line of the southwest quarter of said Section 35 for 1214.15 feet to the centerline of the "main" track; thence run North 67°-42'-23" West along said centerline for 60.32 feet to the point of beginning which is the beginning of a non-tangent circular curve: thence run Northwesterly for 93.75 feet along an arc of a curve concave southwesterly with a radius of 550.0 feet and a long chord of 93.64 feet bearing North 73°-36'-29" West to the end of this centerline.

AND

(Turnout Northerly from "Main" Track).
From the center of said Section 35, Run on a bearing assumed for this description to be South 0°-29'-55" West along the east line of the southwest quarter of said Section 35 for 1214.15 feet to the centerline of the "main" track; thence run South 67°-42'-23" East along said centerline for 131.87 feet to the point of beginning; thence run Northwesterly for 83.11 feet along an arc of a curve concave northeasterly with a radius of 1000 feet and a long chord of 83.08 feet bearing North 64°-19'-25" West to a point of tangency; thence run North 61°-56'-47" West for 56.22 feet to the beginning of a

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EXHIBIT A

tangent curve; thence run Northwesterly for 79.07 feet along an arc of a curve concave southwesterly with a radius of 1000 feet and a long chord of 79.05 feet bearing North 64°-12'-29" West to the end of this centerline.

AND

(A track lying north of "main" track).
From the center of said Section 35, run on a bearing assumed for this description to be South 0°-29'-55" West along the east line of the southwest quarter of said Section 35 for 1097.53 feet; thence run North 89°-30'-05" West for 283.25 feet to the point of beginning which is a point on a circular curve; thence run Westerly for 80.79 feet along an arc of a curve concave southerly with a radius of 528.13 feet and a long chord of 80.71 feet bearing North 85°-10'-26" West to a point of tangency; thence run North 89°-33'-29" West for 160.21 feet to the end of this centerline.