

JAMES P LARKIN
ROBERT L HOFFMAN
JACK F DALY
D KENNETH LINDGREN
WENDELL R ANDERSON
GERALD H FRIEDEL
ALLAN E MULLIGAN
ROBERT J HENNESSEY
JAMES C ERICKSON
EDWARD J DRISCOLL
GENE N FULLER
DAVID C SELLERSGREN
RICHARD J KEENAN
JOHN D FULLMER
ROBERT C BOYLE
FRANK I HARVEY
CHARLES S MODELL
CHRISTOPHER J DIETZEN
JOHN R BEATTIE
LINDA H FISHER
THOMAS P STOLTMAN
STEVEN G LEVIN
MICHAEL C JACKMAN
JOHN E DIEHL
JON S SWIERZEWSKI
THOMAS J FLYNN
JAMES P QUINN
TODD I FREEMAN
STEPHEN B SOLOMON
PETER K BECK
JEROME H KAHNKE
SHERRILL R OMAN
GERALD L SECK
JOHN B LUNDQUIST
DAYLE NOLAN*
THOMAS B HUMPHREY, JR
MICHAEL T MCKIM
CHARLES R WEAVER
HERMAN L TALLE
VINCENT G ELLA
ANDREW J MITCHELL

LARKIN, HOFFMAN, DALY & LINDGREN, LTD.

ATTORNEYS AT LAW

1500 NORTHWESTERN FINANCIAL CENTER
7900 XERXES AVENUE SOUTH
BLOOMINGTON, MINNESOTA 55431
TELEPHONE (612) 835-3800
FAX (612) 896-3333

2000 PIPER JAFFRAY TOWER
222 SOUTH NINTH STREET
MINNEAPOLIS, MINNESOTA 55402
TELEPHONE (612) 338-6610
FAX (612) 336-9760

NORTH SUBURBAN OFFICE
8990 SPRINGBROOK DRIVE, SUITE 250
COON RAPIDS, MINNESOTA 55433
TELEPHONE (612) 786-7117
FAX (612) 786-6711

Reply to Bloomington

17002
SEP 13 1990

SEP 13 1990 9 55 AM

INTERSTATE COMMERCE COMMISSION

0-257A001

September 13, 1990

Interstate Commerce Commission
Attn: Mildred Lee
Recordations
12th and Constitution Avenue NW
Room 2303
Washington, D.C. 20423

Dear Ms. Lee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two originally executed Security Agreements, dated as of August 13, 1990 (a primary document as defined in the Commission's Rules for the Recordation of Documents).

The names and addresses of the parties to the enclosed Security Agreement are as follows:

Secured Party: Robert D. Johnson
3325 Hardscrabble Road North
Minnetrista, MN 55364

Debtors: Richard A. Peters, M/L/B Consulting Corporation,
and J.H.P. Consulting Corporation
99 Cambridge Street
Burlington, MA 01803

A description of the railroad equipment covered by the enclosed Security Agreement is as set forth on Exhibits A, B, and C to the Security Agreement.

The following is a short summary of the enclosed primary document:

Security Agreement between Robert D. Johnson, as Secured Party, and Richard A. Peters, M/L/B Consulting Corporation, and J.H.P. Consulting Corporation, as Debtors, dated August 13, 1990 and covering fifty (50) gondola railcars, six (6) EMD SW-1200 locomotive switchers, and all interest in and to certain leases as described on the attached exhibit.

JOHN A COTTER*
BEATRICE A ROTHWEILER
PAUL B PLUNKETT
ALAN L KILDOW
KATHLEEN M PICOTTE NEWMAN
MICHAEL B LE BARON
FRANCIS E GIBBERSON
AMY DARR GRADY
CATHERINE BARNETT WILSON*
JEFFREY C ANDERSON
DANIEL L BOWLES
TODD M VLATKOVICH
TIMOTHY J MCMANUS
GREGORY E KORSTAD
LISA A GRAY
GARY A RENNEKE
THOMAS H WEAVER
SHANNON K MCCAMBRIDGE
DENISE M NORTON
GARY A VAN CLEVE
MICHAEL B BRAMAN
GAYLEN L KNACK
JULIE A WRASE
CHRISTOPHER J HARRISTHAL
SHARON L BRENNAN
MARIKAY CANAGA LITZAU
TIMOTHY J KEANE
WILLIAM C GRIFFITH, JR
THEODORE A MONDALE
JOHN J STEFFENHAGEN
DANIEL W VOSS
MARK A RURIK
JOHN R HILL
JAMES K MARTIN
STEVEN P KATKOV
THOMAS J SEYMOUR

OF COUNSEL
JOSEPH GITIS
RICHARD A NORDBYE
DAVID J PEAT

*ALSO ADMITTED IN
WISCONSIN

SEP 14 9 46 AM '90

LARKIN, HOFFMAN, DALY & LINDGREN, LTD.

Interstate Commerce Commission
September 13, 1990
Page 2

Kindly return the extra stamped Security Agreement enclosed in the enclosed return envelope to:

Mark A. Rurik, Esq.
Larkin, Hoffman, Daly, & Lindgren, Ltd.
7900 Xerxes Avenue South
1500 Northwestern Financial Center
Bloomington, MN 55431

I have enclosed a check in the amount of \$15 payable to the Interstate Commerce Commission to cover the appropriate recordation fee for the enclosed Security Agreement. If you have any questions or comments, or if a personal check is not acceptable, please call me collect at (612) 896-3232, and I will forward a firm check to you by Federal Express. Thank you for your assistance.

Sincerely,



Mark A. Rurik, for
LARKIN, HOFFMAN, DALY & LINDGREN, LTD.

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

9/14/90

OFFICE OF THE SECRETARY

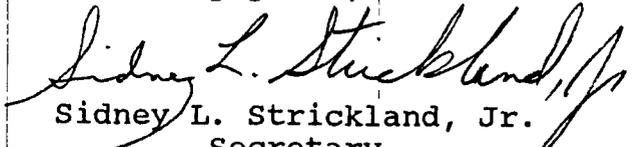
Mark A. Rurik, Esq

Larkin, Hoffman, Daly & Lindgren, Ltd
7900 Xerxes Avenue South
1500 Northwestern Financial Center
Bloomington, MN. 55431

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 9/14/90 at 9:55am and assigned recordation number(s). 17002

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

SECURITY AGREEMENT

17002
SEP 11 1990 -9 55 AM
INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT is made this 13th day August, 1990, by and between ROBERT D. JOHNSON, an individual whose address is 3325 Handscrabble Road North, Minnetrista, Minnesota 55364 (Secured Party), and RICHARD A. PETERS ("Peters"), M/L/B CONSULTING CORPORATION ("MLB"), and J.H.P. CONSULTING CORPORATION ("JHP") (collectively "Debtor"), and Debtor's address is 99 Cambridge Street, Burlington, Massachusetts 01803.

RECITALS

1. Peters and Secured Party have entered into a loan agreement of even date herewith (the "Loan Agreement"), providing for consolidation of outstanding loans and interest owed by Peters to Secured Party in the amount of Five Hundred Thousand Dollars (\$500,000), evidenced by that certain promissory note of even date herewith ("Consolidation Note"). In addition, Secured Party has advanced an additional Seven Hundred Thousand Dollars (\$700,000) evidenced by that certain promissory note of even date herewith ("Short Term Note"). As a condition to making such advance, Secured Party has required that Peters grant Secured Party a security interest in the collateral described in this Agreement.

2. MLB and JHP have guaranteed Peters' performance under the Loan Agreement, Consolidation Note, and Short Term Note (guaranties of the foregoing obligations are collectively referred to as the "Guaranty") and have agreed to secure the Guaranty with a security interest in the collateral described in this Agreement, to the extent MLB and JHP have any interest in such collateral.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1.

SECURITY INTEREST AND COLLATERAL

To secure the payment and performance of the Loan Agreement, Consolidation Note, Short Term Note, and Guaranty (herein collectively referred to as the "Obligations"), Debtor hereby grants Secured Party a security interest (herein called

the "Security Interest") in the following property (herein collectively called the "Collateral"):

1. Fifty (50) one hundred (100) ton special purpose pipe gondola railcars, the AAR numbers of which are set forth on Exhibit A attached hereto ("Railway Cars");
2. Six (6) EMD SW-1200 locomotive switchers, the serial numbers of which are set forth on Exhibit B attached hereto ("Locomotives"); and
3. All contract rights, accounts, chattel papers, and rights to payment whatsoever relating to the foregoing, including, but not limited to the leasehold interests described in Exhibit C attached hereto (the "Leases").

together with all substitutions and replacements for and products of any of the foregoing property and together with proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with all accessions and together with (i) all accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading, and other documents of title now or hereafter covering such goods.

ARTICLE 2.

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Debtor represents, warrants, and agrees that:

2.1) Peters is an individual whose principal place of business is located at the address shown at the beginning of this Agreement.

2.2) MLB is a duly incorporated and validly existing corporation incorporated under the laws of Delaware, and its principal place of business is at the address shown at the beginning of this Agreement.

2.3) The Collateral will be used primarily for business purposes.

2.4) Debtor's chief executive office is located at 99 Cambridge Street, Burlington, Massachusetts 01803.

2.5) Peters has absolute title to the Railway Cars and Locomotives free and clear of all security interests, liens, and encumbrances, except the Security Interest and the Leases, and will defend the Collateral against all claims or demands of all persons other than Secured Party. Debtor has absolute title as lessor under the Leases and the same have not been

assigned or pledged. Debtor will not sell or otherwise dispose of the Collateral or any interest therein without the prior written consent of Secured Party, except that, until the occurrence of an Event of Default and the revocation by Secured Party of Debtor's right to do so, Debtor may collect rent and other payments due under the Leases. Upon an Event of Default, Secured Party may immediately collect all amounts payable under the Leases by the lessees, and Debtor, and each of them, hereby assign all of their right, title, and interest in the Leases to Secured Party to secure the Obligations.

2.6) Debtor will not permit any tangible Collateral to be located in any state (and, if county filing is required, in any county) in which a financing statement covering such Collateral is required to be, but has not in fact been, filed in order to perfect the Security Interest.

2.7) Each right to payment and each instrument, document, chattel paper, lease, and other agreement constituting or evidencing Collateral is (or will be when arising or issued) the valid, genuine, and legally enforceable obligation, subject to no defense, setoff, or counterclaim (other than those arising in the ordinary course of business) of the account debtor, lessee, or other obligor named therein or in Debtor's records pertaining thereto as being obligated to pay such obligation. Debtor will neither agree to any material modification or amendment nor agree to any cancellation of any such obligation without Secured Party's prior written consent, and will not subordinate any such right to payment to claims of other creditors of such account debtor, lessee, or other obligor.

2.8) Debtor will:

(01) Keep all tangible Collateral in good repair, working order, and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken, or defective parts thereof;

(02) Promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection, or continuance of the Security Interest;

(03) Keep all Collateral free and clear of all security interests, liens, leases (other than the Leases) and encumbrances except the Security Interest, and shall not extend the term of any of the Leases without Secured Party's prior written approval;

(04) At all reasonable times, permit Secured Party or its representatives to examine or inspect any Collateral wherever located, and to examine, inspect, and copy Debtor's books and records pertaining to the Collateral and

its business and financial condition and to discuss with account debtors, lessees, and other obligors requests for verifications of amounts owed to Debtor;

(05) Keep accurate and complete records pertaining to the Collateral and pertaining to Debtor's business and financial condition and submit to Secured Party such periodic reports concerning the Collateral and Debtor's business and financial condition as Secured Party may from time to time reasonably request;

(06) Promptly notify Secured Party of any loss of or material damage to any Collateral or of any adverse change, known to Debtor, in the prospect of payment of any sums due on or under the Leases, any instrument, chattel paper, or account constituting or relating to the Collateral;

(07) If Secured Party at any time so requests (whether the request is made before or after the occurrence of an Event of Default), promptly deliver to Secured Party any instrument, document, lease, or chattel paper constituting Collateral, duly endorsed or assigned by Debtor;

(08) At all times keep all tangible Collateral insured against risks of fire (including so-called extended coverage), theft, collision (in case of Collateral consisting of motor vehicles), and such other risks and in such amounts as Secured Party may reasonably request, with any loss payable to Secured Party to the extent of its interest;

(09) From time to time execute such financing statements as Secured Party may reasonably require in order to perfect the Security Interest and, if necessary, execute such documents as may be required to have the Security Interest properly noted on a certificate of title or other registration;

(10) Pay when due or reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including in each case all reasonable attorneys' fees) incurred by Secured Party in connection with the creation, perfection, satisfaction, protection, defense, or enforcement of the Security Interest or the creation, continuance, protection, defense, or enforcement of this Agreement or any or all of the Obligations, including expenses incurred in any litigation or bankruptcy or insolvency proceedings;

(11) Execute, deliver, or endorse any and all instruments, documents, assignments, security agreements, and other agreements and writings which Secured Party may at any time reasonably request in order to secure, protect, perfect, or

enforce the Security Interest and Secured Party's rights under this Agreement;

(12) Not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state, or local law, statute, or ordinance;

(13) Permit Secured Party at any time and from time to time to send requests (both before and after the occurrence of an Event of Default) to account debtors, lessees under the Leases, or other obligors for verification of amounts owed to Debtor; and

(14) Not permit any tangible Collateral to become part of or to be affixed to any real property without first assuring to the reasonable satisfaction of Secured Party that the Security Interest will be prior and senior to any interest or lien then held or thereafter acquired by any mortgagee or encumbrancer of such real property or the owner or purchaser of any interest therein.

If Debtor at any time fails to perform or observe any agreement contained in this Section 2.8, and if such failure shall continue for a period of ten (10) calendar days after Secured Party gives Debtor written notice thereof (or, in the case of the agreements contained in subsections (08) and (09) of this Section 2.8, immediately upon the occurrence of such failure, without notice or lapse of time), Secured Party may (but need not) perform or observe such agreement on behalf, and in the name, place, and stead, of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure (including without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account debtors or other obligors, the procurement and maintenance of insurance, the execution of financing statements, the endorsement of instruments, and the procurement of repairs, transportation, or insurance); and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party, on demand, the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the highest rate permitted by law. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to

time to create, prepare, complete, execute, deliver, endorse, or file, in the name of and on behalf of Debtor, any and all instruments, documents, financing statements, applications for insurance, and other agreements and writings required to be obtained, executed, delivered, or endorsed by Debtor under this Article 2.

ARTICLE 3.

COLLECTION RIGHTS OF SECURED PARTY

Secured Party may at any time (both before and after the occurrence of any Event of Default) notify any account debtor, lessee under any of the Leases, or any other person obligated to pay any amount due, that such chattel paper, account, lease, or other right to payment has been assigned or transferred to Secured Party for security and shall be paid directly to Secured Party. If Secured Party so requests at any time, Debtor will notify such account debtors, lessees, and other obligors in writing and will indicate on all invoices to such account debtors, lessees, or other obligors that the payment due is payable directly to Secured Party. At any time after Secured Party or Debtor gives such notice to an account debtor, lessee, or other obligor, Secured Party may (but need not), in its own name or in Debtor's name, demand, sue for, collect, or receive any money or property at any time payable or receivable on account of, or securing, any such chattel paper, account, lease, or other right to payment, or grant any extension to, make any compromise or settlement with, or otherwise agree to waive, modify, amend, or change the obligations (including collateral obligations) of any such account debtor or other obligor.

ARTICLE 4.

ASSIGNMENT OF INSURANCE

Debtor hereby assigns to Secured Party, as additional security for the payment of the Obligations, any and all moneys (including but not limited to proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Debtor under or with respect to, any and all policies of insurance covering the Collateral, and Debtor hereby directs the issuer of any such policy to pay any such moneys directly to Secured Party. Both before and after the occurrence of an Event of Default, Secured Party may (but need not), in its own name or in Debtor's name, execute and deliver proofs of claim, receive all moneys, endorse checks, and other instruments representing payment of such moneys, and adjust, litigate, compromise, or release any claim against the issuer of any such policy.

ARTICLE 5.

EVENTS OF DEFAULT

Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"):

- (01) Debtor shall fail to pay any or all of the Obligations when due or (if payable on demand) on demand, or shall fail to observe or perform any covenant or agreement herein binding on it;
- (02) Any representation or warranty by Debtor set forth in this Agreement, the Loan Agreement, or made to Secured Party in any financial statements or reports submitted to Secured Party by or on behalf of the Debtor shall prove materially false or misleading;
- (03) A garnishment summons or a writ of attachment shall be issued against or served upon the Secured Party for the attachment of any property of the Debtor or any indebtedness owing to Debtor;
- (04) Debtor or any guarantor of any Obligation shall:
 - (a) be or become insolvent (however defined);
 - (b) file or have filed against it, voluntarily or involuntarily, a petition under the United States Bankruptcy Code;
 - (c) if a corporation, partnership, or organization, be dissolved or liquidated or, if a partnership, suffer the death of a partner or, if an individual, die; or
 - (d) go out of business;
- (05) Secured Party shall in good faith believe that the prospect of due and punctual payment of any or all of the Obligations is impaired.

ARTICLE 6.

REMEDIES UPON EVENT OF DEFAULT

Upon the occurrence of an Event of Default under Article 5 and at any time thereafter, Secured Party may exercise any one or more of the following rights and remedies:

- (01) Declare all unmatured Obligations to be immediately due and payable, and the same shall thereupon be immediately due and payable, without presentment or other notice or demand;

(02) Exercise and enforce any or all rights and remedies available upon default to a secured party under the Uniform Commercial Code, including but not limited to, the right to take possession of any Collateral, proceeding without judicial process or by judicial process (without a prior hearing or notice thereof, which Debtor hereby expressly waives), and the right to sell, lease, or otherwise dispose of any or all of the Collateral, and in connection therewith, Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties, and if notice to Debtor of any intended disposition of Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given (in the manner specified in Article 9) at least ten (10) calendar days prior to the date of intended disposition or other action;

(03) Exercise or enforce any and all other rights or remedies available to Secured Party by law or agreement against the Collateral, against Debtor, or against any other person or property.

Upon the occurrence of the Event of Default described in Article 5(04)(b), all obligations shall be immediately due and payable without demand or notice thereof. Secured Party is hereby granted a nonexclusive, world-wide, and royalty-free license to use or otherwise exploit all trademarks, trade secrets, franchises, copyrights, and patents of Debtor that Secured Party deems necessary or appropriate to the disposition of any collateral.

ARTICLE 7.

OTHER PERSONAL PROPERTY

Unless at the time Secured Party takes possession of any tangible Collateral, or within seven (7) days thereafter, Debtor gives written notice to Secured Party of the existence of any goods, papers, or other property of Debtor, not affixed to or constituting a part of such Collateral, but which are located or found upon or within such Collateral, describing such property, Secured Party shall not be responsible or liable to Debtor for any action taken or omitted by or on behalf of Secured Party with respect to such property without actual knowledge of the existence of any such property or without actual knowledge that it was located or to be found upon or within such Collateral.

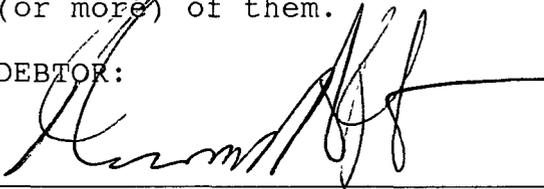
ARTICLE 8.

MISCELLANEOUS

This Agreement does not contemplate a sale of accounts or chattel paper. This Agreement can be waived, modified, amended, terminated, or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor shall be deemed sufficiently given if delivered or mailed by registered or certified mail, postage prepaid, to Debtor at its address set forth above or at the most recent address shown on Secured Party's records. Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if Secured Party exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Secured Party need not otherwise preserve, protect, insure, or care for any Collateral. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, representatives, successors, and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. An original, carbon, photographic, or other reproduction of this Agreement or of any financing statements signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. Except to the extent otherwise required by law, this Agreement shall be governed by the laws of the State of Minnesota. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and

warranties contained in this Agreement shall survive the execution, delivery, and performance of this Agreement and the creation and payment of the Obligations. The term "Debtor" shall refer to each of the undersigned Debtors separately and to both or all of them jointly; all such persons shall be bound both severally and jointly with the other(s); and the Obligations shall include all debts, liabilities, and obligations owed to Secured Party by any Debtor solely or by both or several or all Debtors jointly or jointly and severally, and all property described in Article 1 shall be included as part of the Collateral, whether it is owned jointly by both or all Debtors or is owned in whole or in part by one (or more) of them.

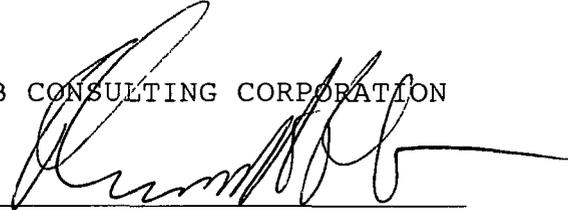
DEBTOR:


Richard A. Peters

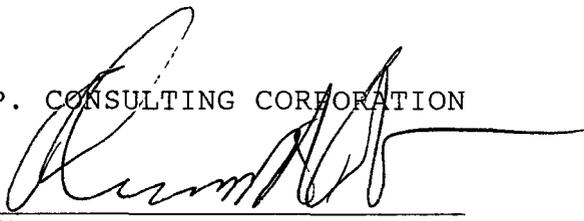
SECURED PARTY:

By: 
Robert D. Johnson

M/L/B CONSULTING CORPORATION

By: 
Its: PRESIDENT

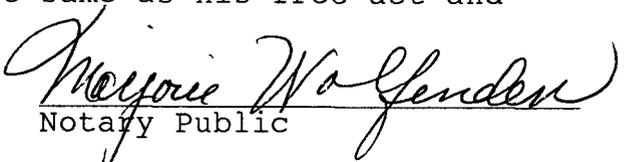
J.H.P. CONSULTING CORPORATION

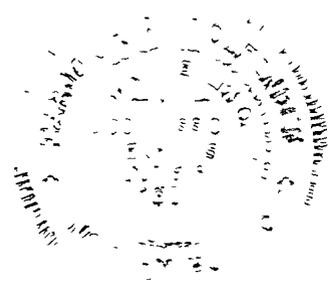
By: 
Its: PRESIDENT

STATE OF MASSACHUSETTS

COUNTY OF Suff ss.

On this 6 day of September, 1990, before me, personally appeared Richard A. Peters, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.


Notary Public



STATE OF MINNESOTA
SS.
COUNTY OF Hennepin

On this 12th day of ~~August~~ ^{September}, 1990, before me, personally appeared Robert D. Johnson, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.



Lori J. Leonard
Notary Public

STATE OF MASSACHUSETTS
SS.
COUNTY OF *Essex*

On this 6 day of ~~August~~ ^{September}, 1990, before me, personally appeared Richard A. Peters, to me personally known, who being by me duly sworn, says that he is the President of M/L/B Consulting Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marjorie Wolfender
Notary Public

STATE OF MASSACHUSETTS
SS.
COUNTY OF *Essex*

On this 6 day of ~~August~~ ^{September}, 1990, before me, personally appeared Richard A. Peters, to me personally known, who being by me duly sworn, says that he is the President of J.H.P. Consulting Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marjorie Wolfender
Notary Public



EXHIBIT A

Railway Cars AAR Numbers

1.	BN	589533	26.	BN	589558
2.	BN	589534	27.	BN	589559
3.	BN	589535	28.	BN	589560
4.	BN	589536	29.	BN	589561
5.	BN	589537	30.	BN	589562
6.	BN	589538	31.	BN	589563
7.	BN	589539	32.	BN	589564
8.	BN	589540	33.	BN	589565
9.	BN	589541	34.	BN	589566
10.	BN	589542	35.	BN	589567
11.	BN	589543	36.	BN	589568
12.	BN	589544	37.	BN	589569
13.	BN	589545	38.	BN	589570
14.	BN	589546	39.	BN	589571
15.	BN	589547	40.	BN	589572
16.	BN	589548	41.	BN	589573
17.	BN	589549	42.	BN	589574
18.	BN	589550	43.	BN	589575
19.	BN	589551	44.	BN	589576
20.	BN	589552	45.	BN	589577
21.	BN	589553	46.	BN	589578
22.	BN	589554	47.	BN	589579
23.	BN	589555	48.	BN	589580
24.	BN	589556	49.	BN	589581
25.	BN	589557	50.	BN	589582

EXHIBIT B

Locomotives

<u>Unit No.</u>	<u>Serial No.</u>	<u>Description</u>
1106	62-M-71-R	EMD SW-1200 Diesel-Electric Locomotive
1109	63-A-48-R	EMD SW-1200 Diesel-Electric Locomotive
1110	63-A-28-R	EMD SW-1200 Diesel-Electric Locomotive
1111	63-A-57-A	EMD SW-1200 Diesel-Electric Locomotive
1123	7701-11	EMD SW-1200 Diesel-Electric Locomotive
1130	7634-2	EMD SW-1200 Diesel-Electric Locomotive

EXHIBIT C

Leases

1. Lease from MLB Consulting Corporation as lessor to Burlington Northern Railroad Company as lessee, dated November 15, 1989, relating to the Railway Cars.
2. Lease from JHP Consulting Corporation as lessor to USX Corporation as lessee dated July 15, 1990, relating to two locomotives.
3. Lease from Richard Peters as lessor to MLB Consulting Corporation as lessee, dated November 15, 1989, relating to the Railway Cars.
4. Any and all other leasehold interests in the Railway Cars and Locomotives, whether Debtor or any of them hold interest as lessees or lessors.