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ATTORNEYS AT LAW

1800 PENN MUTUAL TOWER

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PHILADELPHIA, PA 19106-3619

(215) 925-8300

FAX: (215) 925-1572

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KING OF PRUSSIA OFFICE
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GENERAL WASHINGTON BUILDING
KING OF PRUSSIA, PA 19406
(215) 337-4080

OF COUNSEL
MALCOLM L. LAZIN
ALAN KAHN
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PETER C. CILIO
JOAN F. JAFFE
HOWARD H. SOFFER
JEFFREY P. BATES

WILLIAM P. QUINN
TERENCE K. HEANEY
DANIEL B. PIERSON, X
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G. BRADLEY RAINER
MARY ELLEN O'LAUGHLIN
EDWARD L. CIEMNIECKI
LESLIE BETH BASKIN
RICHARD A. FRANKLIN
ELLEN B. LANG
JANET I. MOORE

17626

RECORDATION # FILED 123

December 10, 1991 12 12 1991 -2 42 PM

INTERSTATE COMMERCE COMMISSION

1-346A017

Sidney L. Strickland, Jr.,
Secretary
Interstate Commerce Commission
12th & Constitution Avenues
Washington, DC 20423

RE: Documents for Recordation

Dear Mr. Strickland:

I have enclosed an original and two copies of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a Security Agreement, a primary document, dated November 27, 1991.

The names and address of the parties to the documents are as follows:

Debtor:

JP Rail, Inc.
2732 East Ann Street
Philadelphia, PA 19134

Secured Party:

The Shore Fast Line, Inc.
PO Box 196
Route 232 & Swamp Road
Penns Park, PA 18943

NOTICE OF RECORDATION

DEC 12 2 42 PM '91

A description of the equipment covered by the document follows:

Three (3) General Electric Locomotives and One (1) Switcher Locomotive as more fully described on Exhibit A hereto.

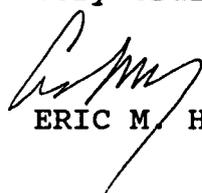
A fee of \$16.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Eric M. Hocky, Esquire
Rubin Quinn Moss Heaney & Patterson, P.C.
1800 Penn Mutual Tower
510 Walnut Street
Philadelphia, PA 19106

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

Security Agreement dated November 27, 1991, between JP Rail, Inc. ("Debtor"), 2732 East Ann Street, Philadelphia, PA 19134, and The Shore Fast Line, Inc. ("Secured Party"), PO Box 196, Route 232 and Swamp Road, Penns Park, PA 18943, covering 3 General Electric Locomotives, Model U30B, and 1 Switcher Locomotive, Model SW1290.

Very truly yours,



ERIC M. HOCKY

EMH/s
Enclosure

EXHIBIT "A"

3 General Electric Locomotives, Model U30B

I.D. 2875, Serial No. 36426

I.D. 2876, Serial No. 36427

I.D. 2884, Serial No. 36435

1 Switcher Locomotive, Model SW1290

I.D. 1145, Serial No. 31219

Interstate Commerce Commission
Washington, D.C. 20423

12/13/91

OFFICE OF THE SECRETARY

Eric M. Hocky

Rubin Quinn Moss Heaney & Patterson

1800 Penn Mutual Tower

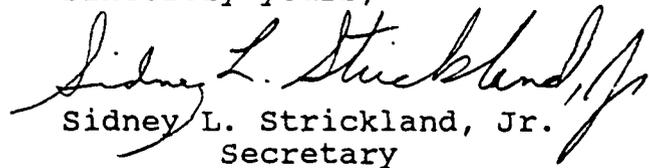
510 Walnut Street

Philadelphia, PA. 19106-3619

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 12/12/91 at 2:40pm, and assigned recordation number(s). 17620

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

REGISTRATION NO. 17626

DEC 12 1991 - 2 42 PM

INTERSTATE COMMERCE COMMISSION

112791-15-SW
sfl\recordct.icc

CERTIFICATION

I, Eric M. Hocky, Esquire, hereby certify that I have compared the attached copy of the Security Agreement dated November 27, 1991, between JP Rail, Inc., and The Shore Fast Line, Inc., with the original and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED ON December 10, 1991



Eric M. Hocky, Esquire

DEC 12 1991 2 40 PM

SECURITY AGREEMENT
INTERSTATE COMMERCE COMMISSION

THIS SECURITY AGREEMENT is made this 27th day of November, 1991 between The Shore Fast Line, Inc., a New Jersey corporation (the "Secured Party") and JP Rail, Inc., a Pennsylvania corporation (the "Debtor").

BACKGROUND

Debtor is purchasing assets from Secured Party pursuant to an Asset Purchase Agreement dated as of September 16, 1991. As part of the consideration, Debtor is delivering a Note to Secured Party. Secured Party is willing to accept the Note as consideration only on the condition that Debtor executes and delivers this Agreement.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. **DEFINITIONS.** As used herein and in any separate agreement between the Secured Party and the Debtor in connection with this Agreement:

(a) "Collateral" means the locomotives described on Exhibit "A" hereto.

(b) "Liabilities" means all amounts due under the Note, and all future liabilities, whether absolute or contingent, due or to become due, of the Debtor to the Secured Party of any nature whatsoever and out of whatever transactions arising, including all renewals or modifications thereof.

(c) "Note" means the Note of even date herewith in the principal amount of \$25,000 delivered by Debtor to the Secured Party.

(d) "Person" means an individual, a corporation, a government or governmental subdivision or agency or instrumentality, a business trust, an estate, a trust, a partnership, a cooperative, an association, two or more Persons having a joint or common interest, or any other legal or commercial entity.

(e) "Proceeds" means whatever is received when Collateral is sold, exchanged, collected or otherwise disposed of, including without limitation insurance proceeds.

(f) "UCC" means the Uniform Commercial Code as adopted by the Commonwealth of Pennsylvania.

Other terms used herein without definition that are defined in the UCC shall have the meanings ascribed to them therein, unless the context requires otherwise.

2. **SECURITY INTEREST IN COLLATERAL.** As security for the payment of the Liabilities, the Debtor hereby assigns to the Secured Party and grants to the Secured Party a lien upon and security interest in the Collateral, and all Proceeds thereof. Without the written consent of the Secured Party, Debtor will not create, incur, assume or suffer to exist any other liens or security interests in the Collateral.

3. **OTHER AGREEMENTS OF DEBTOR.**

(a) Debtor represents and warrants that it is duly organized, validly in existence and in good standing in its state of incorporation and any other state where the nature or extent of its business requires qualification, that the execution and performance by Debtor of this Agreement and any related agreements is authorized by Debtor's Board of Directors and does not violate the Articles of Incorporation or By-laws of Debtor or any other agreement or contract by which Debtor is bound.

(b) Debtor has good and marketable title to the Collateral free and clear of all liens and encumbrances other than the security interest granted to Secured Party herein. Debtor represents and warrants that Secured Party shall maintain at all times a first lien on all of the Collateral.

(c) The Collateral shall at all time be located at one or more locations on the lines of railroad operated by Debtor in the State of New Jersey.

(d) The Debtor warrants that the Debtor's chief executive office and all of its offices where it keeps its records concerning the Collateral, and all locations at which it maintains a place of business are listed in Paragraph 9 hereof. The Debtor shall promptly notify the Secured Party in writing of any change in the Debtor's chief executive office and the location of the Debtor's records, of any change in the location of the Collateral, of any change in the location of any place of business and of the establishment of any new place of business.

(e) The Debtor shall pay to the Secured Party on demand, with interest at the rate payable by the Debtor, at the time of payment to the Secured Party, with respect to the Liabilities (or the highest such rate, if there be more than one), but in no event

less than six percent (6%) per annum, any and all expenses (including reasonable attorney's fees and legal expenses, filing fees, searches, termination costs), which may have been incurred by the Secured Party (i) to enforce payment of any of the Liabilities, or (ii) with respect to the protection or preservation from time to time of Secured Party's rights under this Agreement or with respect to the Collateral. The Debtor's liability to the Secured Party for such repayment with interest shall be included in the Liabilities and is secured by the Collateral.

(f) Debtor covenants and agrees to execute from time to time any and all agreements and documents (including financing statements) which the Secured Party may request in order to perfect its lien on the Collateral and otherwise carry out the provisions of this Agreement. Debtor further authorizes the Secured Party to file a carbon, photographic or other reproduction of this Agreement or a financing statement previously filed under this Agreement as a financing statement in any jurisdiction.

4. USE OF COLLATERAL.

(a) So long as there has been no default hereunder, Debtor shall be permitted to use the Collateral in the ordinary course of its business. No sale, lease or other disposition of the Collateral shall be permitted without the express written consent of Secured Party.

(b) Debtor shall permit Secured Party and its authorized agents to inspect any or all of the Collateral at all reasonable times upon prior reasonable notice.

(c) Debtor shall maintain the Collateral in good condition and repair, normal wear and tear excepted, and shall keep complete and accurate maintenance records with respect to the Collateral.

(d) Secured Party shall keep the Collateral fully insured against loss by fire, theft and other casualties and shall name Secured Party as an additional insured on all policies. Debtor expressly authorizes its insurance carriers to pay proceeds of all insurance policies covering any or all of the Collateral directly to the Secured Party.

5. **DEFAULT.** The Debtor shall be in default hereunder upon the occurrence of any of the following events:

(a) The failure of the Debtor to observe or perform any provision of this Agreement;

(b) The failure of the Debtor to pay any Liabilities when due;

(c) The occurrence of a default under any note issued by the Debtor to the Secured Party.

6. **ACCELERATION AND ENFORCEMENT RIGHTS.** Wherever the Debtor shall be in default as aforesaid, (1) the Secured Party may declare the entire unpaid amount of such of the Liabilities as are not then due and payable to become immediately due and payable without notice to or demand on any Obligor; and (2) the Secured Party may at its option exercise from time to time any or all rights and remedies available to it under the Uniform Commercial Code or otherwise available to it, including the right to collect, receipt for, settle, compromise, adjust, sue for, foreclose or otherwise realize upon any of the Collateral and to dispose of any of the Collateral at public or private sale(s) or other proceedings, and the Debtor agrees that the Secured Party or its nominee may become the purchaser at any such sale(s). Secured Party shall have unconditional right to retain and obtain the full benefit of all Collateral until all Liabilities of the Debtor to the Secured Party are paid and satisfied in full. If any notification of intended disposition of the Collateral is required by law, such notice shall be deemed reasonable if mailed at least 7 days before such disposition addressed to the Debtor at its address shown in paragraph 9.

7. **APPLICATION OF COLLATERAL.** The Proceeds of any Collateral received by the Secured Party at any time before or after default, whether from sale of Collateral or otherwise, may be applied to the payment in full or in part of such of the Liabilities and in such order as the Secured Party may elect.

8. **POWER OF ATTORNEY.** Debtor hereby appoints Secured Party as its lawful attorney-in-fact to do, at Secured Party's option, and at the Debtor's expense and liability, all acts and things which the Secured Party may deem necessary or desirable to effectuate its rights under this Security Agreement, including without limitation, (a) file financing statements and otherwise perfect any security interest granted hereby, (b) correspond and negotiate directly with insurance carriers, and (c) upon the occurrence of default hereunder, communicate with third parties for the purpose of protecting or preserving the Collateral.

9. **LOCATIONS OF DEBTOR.** Debtor represents and warrants that the following addresses (together with any additional addresses which may be shown on any attached schedule) correctly set forth all of the locations where the Debtor maintains a place of business, its records, or the Collateral:

Chief Executive Office:

2732 East Ann Street
Philadelphia, PA 19134

Other Locations:

10. **SUCCESSORS AND ASSIGNS.** All provisions herein shall inure to, and become binding upon, the heirs, executors, administrators, successors, representatives, receivers, trustees and assigns of the parties, provided, however, that this Agreement shall not be assignable by the Debtor without the prior written approval of the Secured Party.

11. **NOTICES.** All notices, requests, consents, demands, or other communications desired or required to be given or submitted by one party to the other shall be sent by United States express, certified or registered mail, or by a private courier service, addressed as set forth below (or to such other address as either of the parties hereto may designate by written notice to the other party). A return receipt shall be conclusive evidence of the fact, date, and time of receipt.

If to Secured Party:

The Shore Fast Line, Inc.
Rt. 232 & Swamp Road
P.O. Box 196
Penns Park, PA 18943

Attention: Wesley Walcott

with a copy to:

Rubin Quinn Moss Heaney & Patterson, P.C.
1800 Penn Mutual Tower
510 Walnut Street
Philadelphia, PA 19106

Attention: Eric M. Hocky, Esquire

If to Debtor:

JP Rail, Inc.
2732 East Ann Street
Philadelphia, PA 19134

Attention: Joseph F. Petacchio, Jr.

with a copy to:

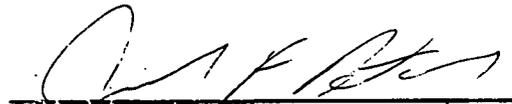
Mark Sandson, Esquire
Hankin, Sandson, Sandman & Cowhey
30 S. New York Avenue
Atlantic City, NJ 08401

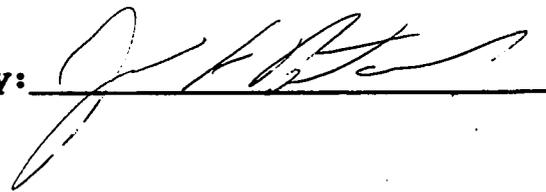
12. **MISCELLANEOUS.** The construction and interpretation of this Agreement and all related agreements shall be governed by the laws of the Commonwealth of Pennsylvania for contracts made and to be performed in Pennsylvania. No modification hereof shall be binding or enforceable unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect or impair the remaining provisions of this Agreement. No rights are intended to be created hereunder for the benefit of any third party beneficiary hereof. The individual signatory on behalf of Debtor represents that he is authorized to execute this Agreement on behalf of Debtor.

IN WITNESS WHEREOF, this Agreement has been duly executed under seal on the day and year first above written.

ATTEST:

JP Rail, Inc.

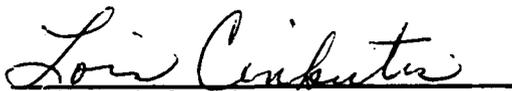


By: 

(Corporate Seal)

ATTEST:

The Shore Fast Line, Inc.



Lois Cinkutis, Secretary
(Corporate Seal)

By: 
Craig S. Cinalli, President

EXHIBIT "A"

3 General Electric Locomotives, Model U30B

I.D. 2875, Serial No. 36426

I.D. 2876, Serial No. 36427

I.D. 2884, Serial No. 36435

1 Switcher Locomotive, Model SW1290

I.D. 1145, Serial No. 31219

ACKNOWLEDGMENT

I, Joseph F. Petacchio, Jr., certify that I am President of JP Rail, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation.

I further certify under penalty of perjury that the foregoing is true and correct.

Executed on November 27, 1991.

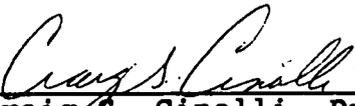


ACKNOWLEDGMENT

I, Craig S. Cinalli, certify that I am President of The Shore Fast Line, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation.

I further certify under penalty of perjury that the foregoing is true and correct.

Executed on November 27, 1991.



Craig S. Cinalli, President

17626

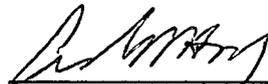
RECORDATION NO. _____ FILED 1423

CERTIFICATION DEC 12 1991 2 40 PM

INTERSTATE COMMERCE COMMISSION

I, Eric M. Hocky, Esquire, hereby certify that I have compared the attached copy of the Security Agreement dated November 27, 1991, between JP Rail, Inc., and The Shore Fast Line, Inc., with the original and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED ON December 10, 1991



Eric M. Hocky, Esquire

17626

RECORDATION NO. _____ FILED 1425

sfl.agr

DEC 12 1991 2:42 PM 112291 15 mm

SECURITY AGREEMENT STATE COMMERCIAL ADMINISTRATION

THIS SECURITY AGREEMENT is made this 27th day of November, 1991 between The Shore Fast Line, Inc., a New Jersey corporation (the "Secured Party") and JP Rail, Inc., a Pennsylvania corporation (the "Debtor").

BACKGROUND

Debtor is purchasing assets from Secured Party pursuant to an Asset Purchase Agreement dated as of September 16, 1991. As part of the consideration, Debtor is delivering a Note to Secured Party. Secured Party is willing to accept the Note as consideration only on the condition that Debtor executes and delivers this Agreement.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. **DEFINITIONS.** As used herein and in any separate agreement between the Secured Party and the Debtor in connection with this Agreement:

(a) "Collateral" means the locomotives described on Exhibit "A" hereto.

(b) "Liabilities" means all amounts due under the Note, and all future liabilities, whether absolute or contingent, due or to become due, of the Debtor to the Secured Party of any nature whatsoever and out of whatever transactions arising, including all renewals or modifications thereof.

(c) "Note" means the Note of even date herewith in the principal amount of \$25,000 delivered by Debtor to the Secured Party.

(d) "Person" means an individual, a corporation, a government or governmental subdivision or agency or instrumentality, a business trust, an estate, a trust, a partnership, a cooperative, an association, two or more Persons having a joint or common interest, or any other legal or commercial entity.

(e) "Proceeds" means whatever is received when Collateral is sold, exchanged, collected or otherwise disposed of, including without limitation insurance proceeds.

(f) "UCC" means the Uniform Commercial Code as adopted by the Commonwealth of Pennsylvania.

Other terms used herein without definition that are defined in the UCC shall have the meanings ascribed to them therein, unless the context requires otherwise.

2. **SECURITY INTEREST IN COLLATERAL.** As security for the payment of the Liabilities, the Debtor hereby assigns to the Secured Party and grants to the Secured Party a lien upon and security interest in the Collateral, and all Proceeds thereof. Without the written consent of the Secured Party, Debtor will not create, incur, assume or suffer to exist any other liens or security interests in the Collateral.

3. **OTHER AGREEMENTS OF DEBTOR.**

(a) Debtor represents and warrants that it is duly organized, validly in existence and in good standing in its state of incorporation and any other state where the nature or extent of its business requires qualification, that the execution and performance by Debtor of this Agreement and any related agreements is authorized by Debtor's Board of Directors and does not violate the Articles of Incorporation or By-laws of Debtor or any other agreement or contract by which Debtor is bound.

(b) Debtor has good and marketable title to the Collateral free and clear of all liens and encumbrances other than the security interest granted to Secured Party herein. Debtor represents and warrants that Secured Party shall maintain at all times a first lien on all of the Collateral.

(c) The Collateral shall at all time be located at one or more locations on the lines of railroad operated by Debtor in the State of New Jersey.

(d) The Debtor warrants that the Debtor's chief executive office and all of its offices where it keeps its records concerning the Collateral, and all locations at which it maintains a place of business are listed in Paragraph 9 hereof. The Debtor shall promptly notify the Secured Party in writing of any change in the Debtor's chief executive office and the location of the Debtor's records, of any change in the location of the Collateral, of any change in the location of any place of business and of the establishment of any new place of business.

(e) The Debtor shall pay to the Secured Party on demand, with interest at the rate payable by the Debtor, at the time of payment to the Secured Party, with respect to the Liabilities (or the highest such rate, if there be more than one), but in no event

less than six percent (6%) per annum, any and all expenses (including reasonable attorney's fees and legal expenses, filing fees, searches, termination costs), which may have been incurred by the Secured Party (i) to enforce payment of any of the Liabilities, or (ii) with respect to the protection or preservation from time to time of Secured Party's rights under this Agreement or with respect to the Collateral. The Debtor's liability to the Secured Party for such repayment with interest shall be included in the Liabilities and is secured by the Collateral.

(f) Debtor covenants and agrees to execute from time to time any and all agreements and documents (including financing statements) which the Secured Party may request in order to perfect its lien on the Collateral and otherwise carry out the provisions of this Agreement. Debtor further authorizes the Secured Party to file a carbon, photographic or other reproduction of this Agreement or a financing statement previously filed under this Agreement as a financing statement in any jurisdiction.

4. USE OF COLLATERAL.

(a) So long as there has been no default hereunder, Debtor shall be permitted to use the Collateral in the ordinary course of its business. No sale, lease or other disposition of the Collateral shall be permitted without the express written consent of Secured Party.

(b) Debtor shall permit Secured Party and its authorized agents to inspect any or all of the Collateral at all reasonable times upon prior reasonable notice.

(c) Debtor shall maintain the Collateral in good condition and repair, normal wear and tear excepted, and shall keep complete and accurate maintenance records with respect to the Collateral.

(d) Secured Party shall keep the Collateral fully insured against loss by fire, theft and other casualties and shall name Secured Party as an additional insured on all policies. Debtor expressly authorizes its insurance carriers to pay proceeds of all insurance policies covering any or all of the Collateral directly to the Secured Party.

5. **DEFAULT.** The Debtor shall be in default hereunder upon the occurrence of any of the following events:

(a) The failure of the Debtor to observe or perform any provision of this Agreement;

- (b) The failure of the Debtor to pay any Liabilities when due;
- (c) The occurrence of a default under any note issued by the Debtor to the Secured Party.

6. **ACCELERATION AND ENFORCEMENT RIGHTS.** Wherever the Debtor shall be in default as aforesaid, (1) the Secured Party may declare the entire unpaid amount of such of the Liabilities as are not then due and payable to become immediately due and payable without notice to or demand on any Obligor; and (2) the Secured Party may at its option exercise from time to time any or all rights and remedies available to it under the Uniform Commercial Code or otherwise available to it, including the right to collect, receipt for, settle, compromise, adjust, sue for, foreclose or otherwise realize upon any of the Collateral and to dispose of any of the Collateral at public or private sale(s) or other proceedings, and the Debtor agrees that the Secured Party or its nominee may become the purchaser at any such sale(s). Secured Party shall have unconditional right to retain and obtain the full benefit of all Collateral until all Liabilities of the Debtor to the Secured Party are paid and satisfied in full. If any notification of intended disposition of the Collateral is required by law, such notice shall be deemed reasonable if mailed at least 7 days before such disposition addressed to the Debtor at its address shown in paragraph 9.

7. **APPLICATION OF COLLATERAL.** The Proceeds of any Collateral received by the Secured Party at any time before or after default, whether from sale of Collateral or otherwise, may be applied to the payment in full or in part of such of the Liabilities and in such order as the Secured Party may elect.

8. **POWER OF ATTORNEY.** Debtor hereby appoints Secured Party as its lawful attorney-in-fact to do, at Secured Party's option, and at the Debtor's expense and liability, all acts and things which the Secured Party may deem necessary or desirable to effectuate its rights under this Security Agreement, including without limitation, (a) file financing statements and otherwise perfect any security interest granted hereby, (b) correspond and negotiate directly with insurance carriers, and (c) upon the occurrence of default hereunder, communicate with third parties for the purpose of protecting or preserving the Collateral.

9. **LOCATIONS OF DEBTOR.** Debtor represents and warrants that the following addresses (together with any additional addresses which may be shown on any attached schedule) correctly set forth all of the locations where the Debtor maintains a place of business, its records, or the Collateral:

Chief Executive Office:

2732 East Ann Street
Philadelphia, PA 19134

Other Locations:

10. **SUCCESSORS AND ASSIGNS.** All provisions herein shall inure to, and become binding upon, the heirs, executors, administrators, successors, representatives, receivers, trustees and assigns of the parties, provided, however, that this Agreement shall not be assignable by the Debtor without the prior written approval of the Secured Party.

11. **NOTICES.** All notices, requests, consents, demands, or other communications desired or required to be given or submitted by one party to the other shall be sent by United States express, certified or registered mail, or by a private courier service, addressed as set forth below (or to such other address as either of the parties hereto may designate by written notice to the other party). A return receipt shall be conclusive evidence of the fact, date, and time of receipt.

If to Secured Party:

The Shore Fast Line, Inc.
Rt. 232 & Swamp Road
P.O. Box 196
Penns Park, PA 18943

Attention: Wesley Walcott

with a copy to:

Rubin Quinn Moss Heaney & Patterson, P.C.
1800 Penn Mutual Tower
510 Walnut Street
Philadelphia, PA 19106

Attention: Eric M. Hocky, Esquire

If to Debtor:

JP Rail, Inc.
2732 East Ann Street
Philadelphia, PA 19134

Attention: Joseph F. Petacchio, Jr.

with a copy to:

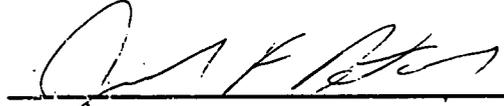
Mark Sandson, Esquire
Hankin, Sandson, Sandman & Cowhey
30 S. New York Avenue
Atlantic City, NJ 08401

12. MISCELLANEOUS. The construction and interpretation of this Agreement and all related agreements shall be governed by the laws of the Commonwealth of Pennsylvania for contracts made and to be performed in Pennsylvania. No modification hereof shall be binding or enforceable unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect or impair the remaining provisions of this Agreement. No rights are intended to be created hereunder for the benefit of any third party beneficiary hereof. The individual signatory on behalf of Debtor represents that he is authorized to execute this Agreement on behalf of Debtor.

IN WITNESS WHEREOF, this Agreement has been duly executed under seal on the day and year first above written.

ATTEST:

JP Rail, Inc.



(Corporate Seal)

By: 

ATTEST:

The Shore Fast Line, Inc.



Lois Cinkutis, Secretary
(Corporate Seal)

By: 

Craig S. Cinalli, President

EXHIBIT "A"

3 General Electric Locomotives, Model U30B

I.D. 2875, Serial No. 36426

I.D. 2876, Serial No. 36427

I.D. 2884, Serial No. 36435

1 Switcher Locomotive, Model SW1290

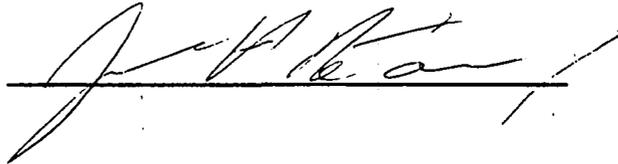
I.D. 1145, Serial No. 31219

ACKNOWLEDGMENT

I, Joseph F. Petacchio, Jr., certify that I am President of JP Rail, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation.

I further certify under penalty of perjury that the foregoing is true and correct.

Executed on November 27, 1991.



ACKNOWLEDGMENT

I, Craig S. Cinalli, certify that I am President of The Shore Fast Line, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation.

I further certify under penalty of perjury that the foregoing is true and correct.

Executed on November 27, 1991.



Craig S. Cinalli, President