Sec. Agrmt. No.
Control-Contract No.

CROCKER-CITIZENS NATIONAL BANK

SECURITY AGREEMENT

Lease Goods (CF) | INVENTORY
Lease Rents (P) | CHATTEL PAPER
PROCEEDS

The undersigned Debtor and Crocker-Citizens National Bank (Bank) hereby agree as provided on the reverse hereof and as follows:

1. SECURITY INTEREST A security interest pursuant to California Uniform Commercial Code is hereby created and provided for Bank in and attaches to the personal property (Collateral) described at Paragraph 2 below to secure payment and performance of Debtor's Obligations including the Indebtedness described at Paragraph 3 below.
2. COLLATERAL Inventory goods and Chattel Paper of Debtor described below, together with all goods whenever acquired by Debtor as Inventory goods by way of replacement, substitution, addition or otherwise and all Chattel Paper whenever acquired by Debtor as leases or otherwise for or in connection with such Inventory goods, and all additions and accessions thereto and all Proceeds thereof, and all other collateral, money and property of Debtor now or hereafter in the possession, custody or control of Bank or in or to which Bank now has or hereafter acquires a security interest.

UNIT NO.	DESCRIPTION OF COLLATERAL			NET LOAN PAYMENT	TOTAL LOAN AMOUNT	FINAL BALANCE	MONTHLY INSTALLMENT
	MFG. MAKE & YR. MODEL	TYPE	SERIAL OR I.D. NO.				
	See item (A)						
LEASE	DATE 6/30/71 LESSEE Relco Leasing Corporation						
LEASE	DATE LESSEE						
LEASE	DATE LESSEE						
LEASE	DATE LESSEE						
LEASE	DATE LESSEE						
LEASE	DATE LESSEE						
LEASE	DATE LESSEE						
LEASE	DATE LESSEE						
LEASE	DATE LESSEE						
LEASE	DATE LESSEE						

RECORDATION NO. 6272 Filed & Recorded
AUG 9 1971 1 [illegible] AM
INTERSTATE COMMERCE COMMISSION

If above format is not suitable, describe Collateral here.

(A) For one (1) new, c-oiled, 20,000 gallon class DOT 111A100W-1 tankcar, equipped with 100-ton roller bearing trucks, manufactured by General American Transportation Corporation, Sharon, Pennsylvania, June 1971, initialed and number RTLX 2194.

3. INDEBTEDNESS All debts, obligations and liabilities now or hereafter existing, absolute or contingent of Debtor or any of them to Bank.
4. COLLATERAL LOCATION _____
5. PURPOSE If so indicated, (check box if advances include purchase money) ☒, said security interest secures advances or other value given to enable Debtor to acquire all or part of above Collateral.

Crocker National Bank By [signature]
Assistant Vice Pres. & Manager

Dated August 5, 1971

2323 Caballo Ranchero
Diablo, Calif.
94528

Debtor's Residence or Chief Place of Business

X [signature] [signature]
Francis L. Nageotte Kathleen M. Nageot

Debtor

50-060 (10-64)

4. DEBTOR'S OBLIGATIONS. Whenever referred to "Debtor's Obligations" means the [illegible] Paragraph 3 hereof [illegible] attorney's fees [illegible] by Bank for or in connection with Collateral or any obligation of [illegible] charge on [illegible] Debtor [illegible]

[illegible]

[illegible] interest [illegible] and [illegible]

[illegible] used for any other [illegible] (5) no Financing Statement or other security agreement covering any of Debtor's other property or the type, kind, or class of Collateral is or will be on file in any public office, except in favor of Bank; (6) [illegible] Bank is otherwise notified in writing, there are no express or implied [illegible] with Collateral [illegible] others, to the fullest extent permitted by law, have waived as against [illegible] and defenses against Debtor; and (7) Debtor has authority and obtained all approvals and consents necessary to incur Debtor's Obligations and enter into this Agreement.

6. COLLATERAL AGREEMENTS. As to Collateral (1) Debtor [illegible] free of all liens, [illegible] encumbrances and other security interests [illegible] statement [illegible]

[illegible]

[illegible] Debtor [illegible] to do anything necessary or advisable to preserve [illegible] value and the [illegible] and proceeds intended for Bank.

8. DEFAULT. Upon the happening of any of the following: (1) default in payment or performance of Debtor's Obligations as agreed; (2) [illegible] Collateral or Debtor's other property; (3) commission of an act of bankruptcy or commencement of bankruptcy proceedings by or against, or the death, dissolution, termination of existence or insolvency of, Debtor or any surety for Debtor; (4) any misrepresentation, misstatement, or failure to establish upon demand the correctness of all written information and representations by Debtor to Bank, or (5) Bank, because of any injury to, or destruction, loss, or decline in value or market price of, Collateral, or for any other reason in good faith, deems itself insecure,—then Bank, at its election and in addition to all other rights, [illegible] or subsequent default, (b) terminate any agreement for financial [illegible]

[illegible]

[illegible] possession, but Bank is not [illegible] or give notice, and need not take action to preserve any rights against prior parties in connection with any obligation or evidence of indebtedness held as Collateral or in connection with Debtor's Obligations. As appropriate, a commercially reasonable preparation or processing of Collateral includes [illegible] or other [illegible] necessary to the sale or disposition of Collateral.

(2) Bank, [illegible] Debtor's name and at any time without notice and at Debtor's [illegible] obligated to (a) notify any obligor or account debtor [illegible] to Bank; (b) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments [illegible] deposit, [illegible] surrender, [illegible] Collateral; (c) [illegible]

[illegible]

[illegible] the [illegible] obligations [illegible]

[illegible] failure to exercise any right, power or remedy shall not waive any obligation of Debtor or modify this Agreement. Bank, its successors and assigns, have all rights, powers and remedies herein and as provided by law, including those of a secured party under Uniform Commercial Code, and may exercise the same and effect [illegible] tions at any time notwithstanding any cessation of Debtor's liability or running of any statute of limitations, which Debtor hereby waives to the fullest extent permitted by law. Notice to Bank must be given at its Office [illegible] Agreement was made and Bank's acceptance hereof constitutes its agreement hereto.

STATE OF CALIFORNIA

County of San Mateo } *ss.*

On this 5th *day of* August *in the year one thousand nine hundred and* seventy-one

before me, S. Baisa, *a Notary Public in and for the County of* San Mateo, *State of California, residing th*

duly commissioned and sworn, personally appeared Francis L. Nageotte and Kathleen M. Nageotte

known to me to be the person s *whose name* are *subscribed to the within instr*

and acknowledged to me that he *executed the same.*

IN WITNESS WHEREOF I have hereunto set my hand and affixed my officia

in the County of the day and year

certificate first above written.

OFFICIAL SEAL
S. BAISA
NOTARY PUBLIC-CALIFORNIA
SAN MATEO COUNTY
My Commission Expires July 5, 1975

1700 [illegible] El Camino Real, San Mateo, Calif. 94402

Notary Public in and for the County of San Mateo
State of California.
My Commission Expires

THE UTILITY LINE FORM NO. 60-005 --Acknowledgment—General.