SECURITY AGREEMENT
(BANK NOT TO BE IN POSSESSION)

RECORDATION NO. 5947 Filed & Recorded
JAN 29 1971 - 9 30 AM
INTERSTATE COMMERCE COMMISSION

GOODS—Consumer Goods, Equipment, Farm Products and Timber under Contract to be Cut and Removed

In consideration of the covenants and agreements contained herein, and financial accommodations given, to be given or continued, the undersigned Borrower hereby, pursuant to the California Uniform Commercial Code, grants to the Secured Party (Bank) a security interest in all of the Collateral described in paragraph 3 and indicated in paragraph 4 herein. The security interest created by this Agreement attaches immediately upon execution hereof or as soon as Borrower acquires rights to the Collateral and secures payment of any and all of Borrower's Indebtedness (including all debts, obligations, or liabilities now or hereafter existing, absolute or contingent, and future advances) to Bank.

1. BORROWER(S)

a. Name	Hietter, Donald E. and Helene Z.		940-36-5700 Social Security or Employer Number	
b. Trade Name (if any)	N/A			
c. Mailing Address	149 Karen Way	Atherton	California	94025
	149 KAREN WAY	ATHERTON	CALIFORNIA	94025
d. Chief Place of Business	c/o Arthur Anderson & Co., 650 California St.	San Francisco	California	94104
		City	State	Zip
e. Residence (individuals)	149 Kanen Way	Atherton	California	94025
		City	State	Zip

2. SECURED PARTY—Name and Mailing Address (Transit and A.B.A. No.)
California Canadian Bank, 344 Pine Street, San Francisco, Calif. 94104 940-36-5700

3. COLLATERAL DESCRIPTION (AND LOCATION):

Four 20,000 gallon capacity coiled tank cars manufactured by General American Transportation Corporation:

Class DOT 111 A 100W-1 marked TGOX 2139 manufactured July 22, 1969

Class ICC-111A100W-1 marked TGOX-2046 manufactured December 27, 1967

Class DOT 111 A 100W-1 marked TGOX-2187 manufactured December 31, 1969

Class DOT 111A 100W-1 marked TGOX-2147 manufactured September 19, 1969

4. COLLATERAL (OTHER): Indicated by Borrower's initials:

a. EQUIPMENT:
- ____ All other equipment now owned by Borrower.
- ____ All after acquired equipment.
- ____ All accessions to equipment.

b. CROPS AND TIMBER UNDER CONTRACT TO BE CUT AND REMOVED:
- ____ All products (in unmanufactured state) of crops and timber.
- ____ All proceeds from crops and timber and products thereof.

c. LIVESTOCK:
- ____ All other livestock now owned by Borrower.
- ____ All after acquired livestock.
- ____ All increases of livestock.
- ____ All products (in unmanufactured state) of livestock.
- ____ All proceeds from livestock and products thereof.

d. FARM SUPPLIES:
- ____ All other farm supplies now owned by Borrower.
- ____ All after acquired farm supplies.

5. PURCHASE MONEY SECURITY INTEREST:
____ If indicated by Borrower's initials, Bank is giving value to enable Borrower to acquire rights in, or the use of, Collateral.

6. INCORPORATION OF PROVISIONS ON REVERSE: All provisions on the reverse side are incorporated herein as if set forth fully at this point.

Dated January 21, 1971

Donald E. Hietter — Donald E. Hietter

Helene Z. Hietter — (Mrs.) Helene Z. Hietter

Certified to be a true and correct copy of the original document.

CALIFORNIA CANADIAN BANK

By — Bryan D. Dunnivan, Assistant Vice President

By — Alma L. White

Title — SIGNATURE OF BORROWER(S)

ALMA L. WHITE
Notary Public - California
City and County of San Francisco
My Commission Expires April 22, 1972

CBA-SA-1

ORIGINAL — TO BANK

SECURITY AGREEMENT

(BANK NOT TO BE IN POSSESSION)

I. WARRANTIES AND REPRESENTATIONS: Borrower warrants and represents that:

1. Borrower's Title—Except as specified herein, Borrower has, or upon acquisition will have, title to all Collateral and no other person, entity, agency, or government has or purports to have, or upon acquisition will have, any right, title, lien, encumbrance, adverse claim, or interest in any Collateral.
2. Borrower's Authority—Borrower has authority to enter into the Agreement and any person signing it on Borrower's behalf has been duly authorized to execute the Agreement for Borrower.
3. Information—Any and all information now or hereafter supplied to Bank by Borrower, or at Borrower's request or instruction is correct.

II. COVENANTS AND AGREEMENTS: Borrower covenants and agrees that:

1. Payment—Borrower will pay any of Borrower's Indebtedness to Bank promptly when due and Borrower will repay immediately and without demand, all expenses (including reasonable attorneys' fees, legal expenses and costs) incurred by Bank under the Agreement with interest at the legal rate from the date of expenditure.
2. Financial Condition—Borrower will not commence nor permit to continue any proceeding in bankruptcy, receivership, or similar proceedings concerned with involuntary liquidation, reorganization or dissolution or arrangements with creditors, nor will it commit any act of bankruptcy, nor make an assignment for creditors, or become insolvent.
3. Additional Information—Borrower will, upon Bank's demand, establish the correctness of any information supplied to Bank and will promptly notify Bank of any adverse changes in any information supplied to Bank and of any change in Borrower's residence, chief place of business or mailing address, and of any change of address to which notices should be sent.
4. Additional Documents—Borrower will execute any additional agreements, assignments or documents that may be deemed necessary or advisable by Bank to effectuate the purpose of the Agreement.
5. Location and Identification—Borrower will keep the Collateral separate and identifiable and at the location described herein and will not remove the Collateral from that location without the Bank's written consent.
6. Sale, Lease, or Disposition—Except as specified herein, Borrower will not, without written consent of Bank, sell, contract to sell, lease, encumber, or dispose of the Collateral until the Indebtedness to Bank has been completely discharged.
7. Maintenance, Repair, Use and Inspection—Borrower will maintain and repair the Collateral; will use the Collateral lawfully and only within insurance coverage; will not use the Collateral so as to cause or result in any waste, unreasonable deterioration or depreciation; and will permit Bank to enter on Borrower's property and to inspect the Collateral at any reasonable time.
8. Cultivation and Animal Husbandry—If the Collateral is timber, crops or livestock, Borrower will protect and cultivate, or husband the Collateral using methods of cultivation and animal husbandry acceptable to Bank.
9. Insurance—Borrower will insure the Collateral, with Bank as Loss Payee, in form and amounts, with companies, and against risks and liability satisfactory to Bank and hereby assigns the policies to Bank, agrees to deliver them to Bank at Bank's request, and authorizes Bank to make any claim thereunder, to cancel the insurance upon default, and to receive payment of and endorse any instrument in payment of loss or return premium or other refund or return.
10. Decrease in Value of Collateral—Borrower will, if in the Bank's judgment the Collateral has materially decreased in value, either provide enough additional collateral to satisfy the Bank or reduce the total Indebtedness by an amount sufficient to satisfy the Bank.
11. Taxes-Assessments-Charges-Liens-Encumbrances—Borrower will pay when due all taxes, assessments, charges, liens or encumbrances now or hereafter affecting the Collateral, and, if the Collateral is on or attached to realty owned by Borrower, the realty on which the Collateral is located.
12. Defense of Title—Borrower at his own cost and expense will appear in and defend any action or proceeding which may affect the Bank's security interest in or Borrower's title to any Collateral.
13. Appointment of Bank as Attorney in Fact; Reimbursement—Borrower will and hereby does appoint Bank as Borrower's Attorney in Fact to do any act which Borrower is obligated by the Agreement to do, to exercise such rights as Borrower might exercise, to use such equipment as Borrower might use, and to collect such proceeds as Borrower might collect, all to protect and preserve Bank's rights hereunder and the Collateral. Borrower will immediately reimburse Bank for any expenses Bank may incur while acting as Borrower's Attorney in Fact.
14. Endorser-Surety-Guarantor—Borrower will, if any present endorser, surety, or guarantor, dies or does any act described in covenant 2, either at Bank's option, pay all of Borrower's Indebtedness or substitute an endorser, surety, or guarantor acceptable to Bank.
15. Purchase Money—Borrower will, if Bank, as indicated herein, gives value to enable Borrower to acquire rights in or the use of Collateral, use such value for such purpose.

III. REMEDIES: Borrower understands and agrees that in the event that: (a) Any warranty or representation is false or is believed in good faith by Bank to be false; (b) any covenant or agreement is violated; or (c) Bank in good faith deems itself insecure (because the prospect of payment is impaired; the prospect of performance of any covenant or agreement is impaired; or the value or priority of the security interest is impaired) Bank, in addition to any remedies provided by law or the Agreement, and to the extent provided by law, may:

1. Expenses—incur expenses (including reasonable attorney's fees, legal expenses and costs) to exercise any right or power under the Agreement.
2. Require Additional Collateral—demand that Borrower provide enough additional Collateral to satisfy the Bank.
3. Performance of Borrower's Obligations by Bank—(but need not) perform any obligation of Borrower, and may (but need not) make payments, purchase, contest or compromise any encumbrance, charge or lien, and pay taxes and expenses.
4. Set-Off—exercise all rights of set-off and Banker's lien to the same effect and in the same manner as if no Collateral had been given.
5. Default—declare, without notice to the Borrower, that a default has occurred.
6. Acceleration—declare, without notice to the Borrower, that the entire Indebtedness is immediately due and payable.
7. Possession—if not then in possession of the Collateral, take possession of and protect the Collateral; require the Borrower or other person in possession to assemble the Collateral and make it available to Bank at a reasonably convenient place to be designated by Bank; render the Collateral unusable without removing it; and enter upon such lands and properties where the Collateral might be located.
8. Notice—notify other interested persons or entities of the default, acceleration and other actions of the Bank.
9. Suit, Retention or Disposition of Collateral, Application of Proceeds—sue the Borrower or any other person or entity liable for the Indebtedness; retain the Collateral in satisfaction of the obligation and Indebtedness; dispose of the Collateral; and apply the proceeds of disposition, including provision for reasonable attorneys' fees and legal expenses incurred by Bank; all as provided by law.

IV. RULES TO CONSTRUE AGREEMENT: Borrower understands and agrees that:

1. Time of Essence—Time is of the essence of the Agreement.
2. Waiver—Bank's acceptance of partial or delinquent payments or failure of Bank to exercise any right or remedy shall not be a waiver of any obligation of Borrower or right of Bank nor constitute a modification of the Agreement, nor constitute a waiver of any other similar default subsequently occurring.
3. Entire Agreement—The Agreement contains the entire security agreement between Bank and Borrower.
4. Assignments, etc.—The provisions of the Agreement are hereby made applicable to and shall inure to the benefit of Bank's successors and assigns and bind Borrower's heirs, legatees, devisees, administrators, executors, successors and assigns.
5. Multiple Borrowers—When more than one Borrower signs the Agreement all agree:
   a. Construction—that whenever "Borrower" appears in the Agreement it shall be read "each Borrower."
   b. Breach—that breach of any covenant or warranty by any Borrower may, at the Bank's option, be treated as a breach by all Borrowers.
   c. Liability—that the liability of each Borrower is joint and several and the discharge of any Borrower, for any reason other than full payment, or any extension, forbearance, change of rate of interest, or acceptance, release or substitution or security or any impairment or suspension of Bank's remedies or rights against one Borrower, shall not affect the liability of any other Borrower.
   d. Waiver—all Borrowers waive the right to require the Bank to proceed against one Borrower before any other or to pursue any other remedy in Bank's power.