

CROCKER-CITIZENS NATIONAL BANK
SECURITY AGREEMENT

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

- 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.
- 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)					61.87	
LEASE	DATE 6/8/71	LESSEE	Relco Leasing Corp.				
LEASE	DATE	LESSEE					
LEASE	DATE	LESSEE					
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RECORDATION NO. _____ Filed & Recorded

JUN 14 1971 12:21 PM

INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

If above format is not suitable, describe Collateral here.

(A) For one (1) new, coiled, 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 2161:

- INDEBTEDNESS** All debts, obligations and liabilities now or hereafter existing, absolute or contingent of Debtor or any of them to Bank.
- 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 Citizens National Bank By _____

Assistant Vice Pres. & Manager

Dated June 8, 1971
440 Davis St.
San Francisco, Cal.
94111
Debtor's Residence or Chief Place of Business

[Signature]
Debtor
Lindenbaum
Expires December 31, 1974

R

R.P. CODING

REFERENCE MANUAL

September, 1979

FORM PAGE*

LEASE INFORMATION

1	PRINCIPALS OF THE LEASE
2	EQUIPMENT DESCRIPTION, BUILDER TYPE & TERM OF LEASE
3	ORIGINAL RENTAL PAYMENT SCHEDULE
4	PURCHASE OPTION
5	RENEWAL OPTION AND PAYMENT SCHEDULE
6	CASUALTY VALUE
7	SUBLET OPTION CANCELLATION
8	MODIFICATIONS REMARKS
9	MAINTENANCE PAYMENTS

* Section numbers of manual correspond to form page numbers.

Amendments should not be made without the knowledge of Alex Stachurski, 877-5063.

1.1. I.C.C. Recordation No. - Place at the top of each page.

1.2. Page #

- write in "1" on the first form throughout
- extra pages may be added

1.3. Please fill in today's date and your name.

PRINCIPALS OF THE LEASE

1.4. LESSOR, LESSEE are mandatory with street, city, province/state
- two lessors or lessees may be given.

1.5. ALL OTHER PRINCIPALS - if available.

1.6. If a railway has been consolidated, the correct name may
be given under "other".

2. EQUIPMENT DESCRIPTION

2.0. Re-enter ICC #., Pg. 1

Provision has been made to record separate commencement and
termination dates for all groups of equipment on one lease.

2.1. EQUIPMENT RANGE

2.1.1. INITIAL - letters appearing on cars should be recorded.

- if unknown, an abbreviation for the railway or company
using the equipment should be used.
- check the UMLER register for abbreviations.

2.1.2. CAR NUMBERS FROM AND TO

- The range (lowest to highest) of all identical equipment is required.

e.g. 001234, code with leading zero's

2.2. NUMBER OF UNITS

- Code with leading zero's.

2.3. PHYSICAL DESCRIPTION

2.3.1. This field must begin with a keyword. Suitable keywords are: 1st-4 characters are required.

<u>Adjectives</u>	
<u>LOCOMOTIVES,</u>	H.P.
<u>BOXES,</u>	CUSHIONED
<u>HOPPERS,</u>	<u>REFRIGERATED BOX,</u>
<u>GONDOLAS,</u>	<u>AUTO CARRIERS,</u> BI-LEVEL
<u>INSULATED BOX,</u>	TRI-LEVEL
	<u>FLATS,</u>

2.3.2. Tonnage, cubic or gallonage capacities should be stated if available. Overall length and door sizes are also useful.

2.3.3. AAR codes may be included if available.

2.4. VALUE CODING

2.4.1. Whole dollars may be given
In the first column, the TYPE CODE is required

CODE-* T = TOTAL FOR NUMBER OF UNITS SHOWN
 U = UNIT PRICE OF EQUIPMENT
 N = NOT KNOWN

2.4.2. CODE-\$ C = CANADIAN
 A = UNITED STATES
 N = NOT KNOWN } AVOID USING THESE CODES
 X = OTHER

2.5. AGE

- new is coded 00
- age in years nn at time of lease
- if rebuilt, and age unknown, enter 88

2.6. COMMENCEMENT/TERMINATION DATE

- MONTH, DAY and YEAR for equipment by line
- Coding the first line is sufficient if identical
 - 1st line from equipment
 - 2nd line " "

2.7. BUILDER

- Name, city, state/prov., if known
- Coding the first line applies to all equipment.
- to specify different builders print the new builder on the appropriate line.
- lines may be "ditto the above", but the full name must appear if it reoccurs.
- if a specification number is available, include it at end of field.

2.8. LEASE DATE

- use the original signing date

2.9.1. TERM - in years - Code 99 if indefinite

2.9.2. LEASE TYPE

- Code L - for LEVERAGED
- N - for NON-LEVERAGED
- X - for OTHER

2.9.3. STATUS OF LEASE

- Code "0", zero for ORIGINAL TERM
- Code exact number if in renewal(s)
- 99 will represent an unknown lease status

3. RENTALS - CODE A SPECIFIC VALUE IF AT ALL POSSIBLE.

3.1. - complex statements should be coded as remarks
- symbols for multiplication and division are * and / respectively. These operations are higher in priority than + and - . Brackets can overrule these priority ratings.

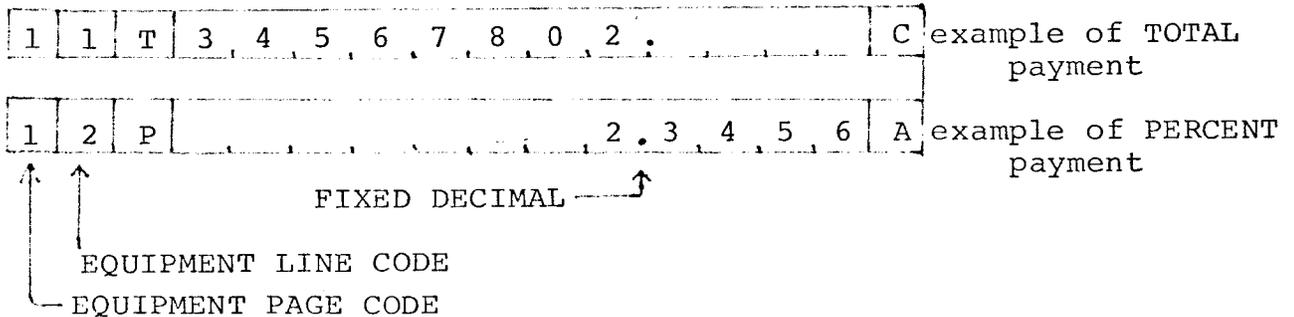
3.2. To code precise rental payments a TYPE CODE is used.

- T = TOTAL OF ALL EQUIPMENT IN LEASE - \$
- U = UNIT PRICE IN \$
- P = PERCENT OF ORIGINAL COST
- Q = \$/1000 OF ORIGINAL VALUE *
- R = \$/1,000,000 OF ORIGINAL VALUE *
- C = CALCULATED
- X = OTHER - remarks expected
- N = NOT KNOWN

* These may be changed to percent by moving the decimal

$$\begin{aligned} \$40/\$1000 &= 4.00\% \\ \$40,000/\$1,000,000 &= 4.00\% \end{aligned}$$

Rental Payment



3.3. For multiple schedules of payments over time on one group of equipment, just restate the equipment line number.

Any number of payments may be stated, in any combination.

A typical format would be

1	1	U	1st rate	A	May	20	65	10S
1	1	U	new rate	A	May	20	70	10S
1	1	U	new rate	A	May	20	75	10S
1	2	U	1st rate	A	May	20	65	10S
1	2	U	new rate	A	May	20	70	10S
1	2	U	new rate	A	May	20	75	10S

↑ Reference line I.D.
↑

Code A for all equipment on page.

- PAGE CODE: Code A for all equipment on all pages.

3.4. Maintenance and renewal payment schedules may be stated in the same manner. Split payments may be stated by using simultaneous dates as well as retaining the same reference line ID.

3.5. PAYMENT DATE

- use the first date of this value of payment

3.6. NUMBER OF PAYMENTS

- according to the schedule of payments

3.7. FREQUENCY CODE in left column.

A = annual

S = semi-annual

Q = quarterly

M = monthly

W = weekly

D = daily

N = upon notice

If the rate quoted is daily, but the payment frequency monthly,

CODE DM for daily rates; paid monthly

MS for monthly; paid semi-annually

Any combination of codes is acceptable.

3.8. For payment in advance or in arrears

CODE "D" for advance
"R" for arrears

4. PURCHASE OPTION

Coding only the first line will refer to all equipment in lease.

4.1. A single code identifies all options

CODES are Y = yes
P = part
N = none

4.2. PURCHASE NOTICE

- CODE in DAYS only
- CODE 999 for unknown minimum
This field is numeric and must be filled.
For consistency, 1 month = 30 days

4.3. PURCHASE PRICE

TYPE CODES *T = TOTAL - ALL EQUIPMENT - whole dollar amounts
*U = UNIT PRICE IN \$ " " "
F = FAIR MARKET VALUE
A = AMORTIZED VALUE
C = CASUALTY VALUE
N = NOT KNOWN
X = OTHER

Use remarks to explain other.

5. RENEWAL OPTION

5.1. RENEWALS ALLOWED are coded in the same manner as the purchase option.

CODE: Y = yes
P = part
N = none
X = unknown

5.2. Specific renewals are coded in the following form:

of for 1 of 5 years
or of for 60 monthly renewals

5.3. If the case of indefinite renewals, use the positions for unspecified renewals

coding: A = automatic
M = month to month
Y = year to year

example: for automatic monthly renewals

EXPIRY: CODE ONLY IF IN A RENEWAL, EXPIRY OF THAT RENEWAL.

5.4. Notice for renewal option; expressed in days
- if unknown, code 999.

5.5. Lessor's option to abandon equipment on lessee's lines

CODE Y = yes
N = no
X = unknown

5.6. RENEWAL RENTAL PAYMENTS

Reference should only be made to the current (if applicable), and the next two renewals.

Rental payments are coded in the same manner as original rent with additional codes to reference the renewal for which they apply.

CODE 0 - current renewal
1 - next or 1st renewal
2 - 2nd renewal

6. CASUALTY VALUE

6.1. EQUIPMENT REFERENCE

EITHER ALL
OR 1 for 1

6.2. Two types of casualty value may be stated; specified or unspecified.

6.3. In specified casualty value, a \$ amount or % will be stated as well as an explanatory code.

SPECIFIED CASUALTY VALUES

* CODES: V = TOTAL VALUE OF ALL EQUIPMENT \$
U = \$ VALUE PER UNIT
P = PERCENT OF ORIGINAL COST
Q = PERCENT OF REMAINING RENT

6.4. UNSPECIFIED CASUALTY VALUES

* CODES: F = FAIR MARKET VALUE
A = AMORTIZED VALUE
T = TOTAL REMAINING RENT + NET SCRAP VALUE
(give discount rate if known)
S = SCRAP VALUE
R = REMAINING RENT
H = A.A.R. RULES
G = NEGOTIATED
C = COMBINATION OF THE ABOVE - explain
X = OTHER - explain
B = PERCENT OF REBUILDING COST
N = NOT KNOWN

7. SUBLET OPTION

7.1. The codes are referring to the equipment

CODES: A = ALL
P = PART coding the first
N = NONE line refers to
X = OTHER all equipment

7.2. with prior written consent or leave blank.

7.3. CANCELLATION

Y = yes party has the right to cancel

N = no

Lessee cannot cancel a "net" lease
Notice may be given as a remark.

8.1. MODIFICATIONS

This area may be used to state

- restencilled equipment
- rehabilitated equipment
- as well as modified equipment

8.2. REMARKS

- information which cannot be fit into spaces available on the form.

9. MAINTENANCE

MAINTENANCE PAYMENTS ARE CODED IN THE SAME MANNER AS RENTAL PAYMENTS.