SECURITY AGREEMENT - Goods

Farm Products, Timber and Business Equipment

On the terms and conditions stated in the Security Agreement printed on the reverse side of this paper, the undersigned (Debtor) transfers to WELLS FARGO BANK, N.A., (Bank) a security interest in any and all business equipment and farm products, including farm equipment, supplies, feed, livestock, poultry, products, timber and crops now or at any time hereafter located, growing or to be grown on the real property described as follows:

.. 6529

RECORDATION NO. _____ Filed & Recorded

DEC 13 1971 -11 22 AM

INTERSTATE COMMERCE COMMISSION

including the following particularly described collateral now owned by Debtor, and located thereon:

One new, coiled, 20,000 gallon, class DOT 111A100W-1 tankcar, equipped with 100 - ton roller bearing trucks, manufactured by General American Transportation Corporation, at Sharon, Pennsylvania, in November 1971, initialed and numbered BLX 2213.

and including all proceeds thereof and all such collateral after it has been severed and removed from said real property.

Debtor represents and warrants:

A. The particularly described collateral is located on the property above described and is used primarily for:

[x] (a) Business, other than farm, purposes.

[ ] (b) Farm purposes.

B. The Debtor is:

[x] An individual, or husband and wife, who reside at 36503 Montecito Drive, Fremont, Calif. 94536.

[ ] A corporation, partnership, association or other organization, whose chief place of business is at _____.

Dated: December 6, 1971.

Larry McLean Inez McLean

Larry McLean (Debtor) Inez McLean

By _____

Its _____

If collateral includes motor vehicles or boats, have Bank registered as legal owner.

N37-(11-69)-217

SECURITY AGREEMENT

As an inducement to WELLS FARGO BANK, N.A., (Secured Party) to extend or continue credit to the Debtor (Debtor) named on the reverse side hereof, or any of them, but without obligation on its part to do so, and as security as hereafter provided, Debtor agrees:

1. CREATION OF SECURITY INTEREST. Pursuant to the provisions of the California Uniform Commercial Code, Debtor hereby grants to Secured Party a security interest in the collateral described in Paragraph 2 to secure the payment or performance of Debtor's obligations to Secured Party described in Paragraph 3.

2. COLLATERAL. The collateral covered by this Security Agreement is of the description found on the reverse side hereof, and all products, natural increase, improvements, accessions, and additions thereto and replacements and proceeds thereof.

3. DEBTOR'S OBLIGATIONS SECURED HEREBY. The obligations secured hereby are:

(a) Payment and performance of all existing and future obligations of Debtor to Secured Party including those arising under this agreement, and

(b) The expenses, including attorneys' fees and legal expenses, incurred or paid by Secured Party in the preservation or enforcement of the rights of Secured Party, or the obligations of Debtor hereunder, including such expenses incurred by Secured Party in performing for Debtor's account any obligation of Debtor.

4. COLLATERAL - SALE OR TRANSFER. Debtor will not sell or offer to sell or otherwise transfer the collateral, or any part thereof, or any interest therein, without the prior written consent of Secured Party.

5. COLLATERAL - LOCATION. Except upon the prior written consent of Secured Party the collateral shall be kept and maintained at the address or location, if any, specified on the reverse side hereof as the location of the collateral.

6. COLLATERAL - NOT COVERED BY OTHER FINANCING STATEMENT. No financing Statement covering any of the collateral or proceeds thereof is on file in any public office.

7. PROTECTION OF COLLATERAL - USE. The collateral will not be used for any unlawful purpose, nor be used for hire, nor be used in any way that will void any insurance required to be carried in connection therewith. Debtor will keep the collateral free and clear of liens and adverse claims and as appropriate and applicable, will keep it in good condition and repair, and clean, feed, shelter, water, medicate, fertilize, cultivate, irrigate, prune and otherwise deal with the collateral in all such ways as are considered good practice by owners of like collateral.

8. PROTECTION OF COLLATERAL - INSURANCE. The collateral will be insured against all risks commonly insured by owners of like collateral and those which Secured Party may designate, with policies acceptable to Secured Party and payable to both Secured Party and Debtor, as their interests appear, and with duplicate policies deposited with Secured Party. Debtor agrees to pay when due all premiums for such insurance and all taxes, license fees and other charges in connection with the collateral. Any advances made by the Secured Party for any such purposes shall bear interest at one per cent (1%) per month and shall become due on demand. If Secured Party shall take possession of the collateral, Secured Party may surrender the policies and receive and retain the unearned premiums thereon.

9. POSSESSION OF COLLATERAL. On default hereunder or under any obligation secured hereby, or if at any time the Secured Party believes that the collateral is in jeopardy, or if he otherwise deems himself insecure, he may, without notice to Debtor, take possession of the collateral and may enter and remain upon the premises for the purposes hereof. Upon written notice to Debtor, Debtor will assemble the collateral and make it available to Secured Party at such place to be designated in said notice as is reasonably convenient to both parties. The entrance to the location where said collateral is now located, if specified on the reverse side hereof, is one such place.

10. ACCELERATION. On default hereunder or under any obligation secured hereby, or whenever Secured Party deems himself insecure, Secured Party may, without notice to Debtor, accelerate the payment or performance of any or all of Debtor's obligations hereunder.

11. ADDITIONAL COLLATERAL FOR INSECURITY. Debtor will, upon request by Secured Party, provide additional collateral satisfactory to Secured Party as security for the performance of any or all of Debtor's obligations hereunder whenever the Secured Party deems himself insecure.

12. USE AND OPERATION OF COLLATERAL BY SECURED PARTY. Whenever the collateral is in the possession of Secured Party he may use, operate and consume the collateral as appropriate for the purpose of performing Debtor's obligations with respect thereto.

13. DISPOSITION OF COLLATERAL IN A COMMERCIALLY REASONABLE MANNER. It is agreed that public or private sales, for cash or on credit, to a wholesaler or retailer or user of collateral of the types subject to this Security Agreement, or at public auction, are all commercially reasonable since differences in the sales prices generally realized in the different kinds of sales are ordinarily offset by the differences in the costs and credit risks of such sales.

14. PLACE OF SALE. Any public sale may be at Debtor's place of business or any other place permitted by law.

15. POWER OF ATTORNEY. Debtor appoints Secured Party the attorney in fact of Debtor to prepare, sign and file or record, for Debtor in Debtor's name, any financing statements, applications for registration and like papers and to take any other action deemed by Secured Party necessary or desirable in order to perfect security interests of Secured Party hereunder, and to perform any obligation of Debtor, at Debtor's expense, but without obligation to do so.

6529

STATE OF CALIFORNIA

County of Alameda } *ss.*

On this sixth *day of* December *in the year one thousand nine hundred and* seventy one *before me,* Muriel A. Joseph, *a Notary Public in and for the* said *County of* Alameda, *State of California, residing therein, duly commissioned and sworn, personally appeared*

Larry McLean

Inez McLean

*known to me to be the person*s *whose name*s are *subscribed to the within instrument and acknowledged to me that* they *executed the same.*

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the said *County of* Alameda *the day and year in this certificate first above written.*

Muriel A. Joseph

OFFICIAL SEAL
MURIEL A. JOSEPH
NOTARY PUBLIC - CALIFORNIA
COUNTY OF ALAMEDA
My Commission Expires June 4, 1973

Notary Public in and for the said County of Alameda
State of California.
My Commission Expires June 4, 1973

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