

SECURITY AGREEMENT
(BANK NOT TO BE IN POSSESSION)

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. KORNFELD, Irving J. 549-42-2342
Name Social Security or Employer Number

b. _____
Trade Name (if any)

c. 21 Ashbrook Place Moraga, California 94556
Mailing Address City State Zip

d. _____
Chief Place of Business City State Zip

e. _____
Residence (individuals) City State Zip

2. SECURED PARTY—Name and Mailing Address (Transit and A.B.A. No.)

Security National Bank, 2044 Franklin Street, Oakland, California 94612 90-438
1211

3. COLLATERAL DESCRIPTION (AND LOCATION):

One (1) new, coiled 20,000 gallon, class DOT 111A100W-1 tankcar, equipped with 100-ton roller bearing trucks, manufactured by ACF Industries, Inc., at Milton, Pennsylvania, in December, 1971, initialed and numbered RELX 2294.

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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 December 17, 1971

By Irving J. Kornfeld

Title Borrower

SIGNATURE OF BORROWER(S)

Article III. Agreement for the Sale of

Section 1.

1. The Seller hereby agrees to sell to the Buyer the property described in the Schedule hereinafter set forth, together with all rights and interests therein, subject to the conditions hereinafter set forth.

Section 2. Description of Property

2.1 The property to be sold is described as follows:

2.2 The property is situated in the County of _____, State of _____.

2.3 The property is bounded on the _____ by _____.

2.4 The property is bounded on the _____ by _____.

2.5 The property is bounded on the _____ by _____.

2.6 The property is bounded on the _____ by _____.

2.7 The property is bounded on the _____ by _____.

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2.32 The property is bounded on the _____ by _____.

2.33 The property is bounded on the _____ by _____.

2.34 The property is bounded on the _____ by _____.

2.35 The property is bounded on the _____ by _____.

IV. TERMS AND CONDITIONS OF SALE

1. Title to be conveyed

1.1 The Seller shall convey to the Buyer the property described in Section 2 hereof, together with all rights and interests therein, subject to the conditions hereinafter set forth.

2. Purchase price

2.1 The purchase price for the property shall be the sum of _____ Dollars (\$_____).

3. Payment of purchase price

3.1 The purchase price shall be paid in cash at the time of the closing of this sale.

4. Closing

4.1 The closing of this sale shall take place on the _____ day of _____, 19____, at _____, _____, California.

5. Assurances

5.1 The Seller warrants that the property is free from all liens, encumbrances, and other claims, and that the title to the property is clear.

6. Assurances

6.1 The Seller warrants that the property is free from all liens, encumbrances, and other claims, and that the title to the property is clear.

7. Assurances

7.1 The Seller warrants that the property is free from all liens, encumbrances, and other claims, and that the title to the property is clear.

8. Assurances

8.1 The Seller warrants that the property is free from all liens, encumbrances, and other claims, and that the title to the property is clear.

9. Assurances

9.1 The Seller warrants that the property is free from all liens, encumbrances, and other claims, and that the title to the property is clear.