

NEW NUMBER

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING
918 SIXTEENTH STREET, N.W.
WASHINGTON, D.C.
20006-2973

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE*
GEORGE JOHN KETO*
MILTON C. GRACE*
JAMES C. MARTIN, JR.*

*NOT A MEMBER OF D.C. BAR
*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN OHIO
*ALSO ADMITTED IN MARYLAND

OF COUNSEL
JESS LARSON
JOHN L. INGOLDSBY
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEPHONE
AREA CODE 202
393-2266

TELEX
440367 A AND A

14808

REGISTRATION NO. Filed 1985

OCT 10 1985 - 12 45 PM

INTERSTATE COMMERCE COMMISSION

October 10, 1985

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D.C.

No. 5-283A076
Date OCT 10 1985
Fee \$ 10.00
ICC Washington, D.C.

OCT 10 12 40 PM '85
MOTOR OPERATING UNIT
ICC OFFICE OF THE SECRETARY

Dear Mr. Bayne:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303 are four fully executed copies of a Security Agreement and Assignment dated as of June 28, 1983, a "primary document" as defined in the Commission's Rules for the Recordation of Documents.

The railroad equipment covered by the enclosed document is set forth in Exhibit A attached hereto and made a part hereof.

The names and addresses of the parties to the enclosed document are:

Secured Party: Schroder Leasing Corporation
One State Street
New York, New York 10004

Debtor: Greenbrier Leasing Corporation
503 High Street
Oregon City, Oregon 97045

Kindly return three stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 16th Street, N.W., Washington, D.C. 20006.

Also enclosed is a check in the amount of \$10 payable

Charles T. Kappler

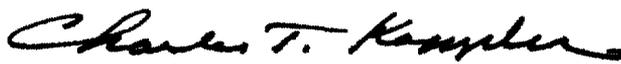
Mr. James H. Bayne
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to the order of the Interstate Commerce Commission covering
the required recordation fee.

A short summary of the enclosed primary document to
appear in the Commission's Index is:

Security Agreement and Assignment dated as of
June 28, 1983 between Schroder Leasing Corporation,
Secured Party, and Greenbrier Leasing Corporation,
Debtor, covering two hundred sixty-nine (269) 70-ton
Trailer-On-Flatcars or Trailer-On-Flatcars/Container-
On-Flatcars.

Very truly yours,


Charles T. Kappler

DESCRIPTION OF CARS

<u>Number of Cars</u>	<u>Description</u>	<u>Identifying Mark and Numbers</u>
269	70-Ton Trailer-On- Flatcars or Trailer- On-Flatcars/ Container- On-Flatcars	SP 900,580 through SP 900,679; SP 900,680 through SP 900,721; SP 900,780 through SP 900,874 SP 900,880 through SP 900,890 SP 900,573 through SP 900,771 SP 900,875 SP 900,891

14808

REGISTRATION NO., Form 1485

OCT 10 1985 12 45 PM

SECURITY AGREEMENT AND ASSIGNMENT

INTERSTATE COMMERCE COMMISSION

GREENBRIER LEASING CORPORATION, a Delaware corporation, having its principal place of business at 503 High Street, Oregon City, Oregon 97045 (hereinafter called the "Debtor"), and SCHRODER LEASING CORPORATION, a New York corporation, having its principal place of business at One State Street, New York, New York 10004 (hereinafter called the "Secured Party"), agree as follows:

1. Defined Terms. (a) Terms used herein which are defined in the Participation Agreement dated as of June 28, 1983 by and among Debtor, Secured Party and James-Furman & Company (the "Participation Agreement") shall have the same meanings herein as are therein ascribed to them.

(b) The term "Collateral" shall mean:

(i) the Cars described in Exhibit A to the Participation Agreement, whether now owned or hereafter acquired by Debtor, together with all replacements, substitutions, attachments, modifications, additions, improvements, upgrades and accessions, whether now owned or hereafter acquired by Debtor, of, to or upon such Cars (collectively, the "Equipment");

(ii) The State Street Lease and the SP Lease (except, as to the SP Lease, excluding all supplements thereto other than the June 3, 1983 supplement) and all rents, issues, profits, revenues, income and other moneys due and to become due thereunder to Debtor, including, without limiting the generality of the foregoing, all rights and claims of Debtor, now or hereafter existing, (A) under any insurance, indemnities and warranties provided for or arising out of or in connection with the Leases, or the Equipment, (B) for any damages arising out of or for breach or default under or in connection with the Leases, (C) to all amounts from time to time paid or payable under or in connection with the Leases, and (D) to terminate the Leases, to exercise or enforce any and all covenants, remedies, powers and privileges thereunder; and including any and all amendments, supplements, extensions and renewals of any of the Leases;

(iii) All Future Agreements (as defined below) and all rents, issues, profits, revenues, income and other moneys due or to become due thereunder to Debtor;

(iv) All chattel paper, contracts, instruments, and other documents evidencing the Leases or any Future Agreement or any moneys due or to become due thereunder or related thereto;

(v) All accounts, contract rights and general intangibles related to any or all of the foregoing, as such terms are used in the Uniform Commercial Code of any applicable jurisdiction; and

(vi) To the extent not otherwise included in the foregoing, all proceeds of any or all of the foregoing, as such term is used in the Uniform Commercial Code of any applicable jurisdiction, and in any event, including, without limiting the generality of the foregoing, (A) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral, (B) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency or any other person (whether or not acting under color of governmental authority) and (C) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

(c) The term "Future Agreements" shall mean all agreements, contracts, instruments, leases, chattel paper and other understandings, hereafter entered into by and on behalf of Debtor with respect to the management, assignment, dedication, lease or other utilization of any of the Equipment, together with all amendments, modifications or supplements of any of the foregoing, except the SP Lease as defined above.

(d) The term "Secured Obligations" (as used in Section 2, below) shall mean all amounts of principal of and interest on the advances payable under the Participation Agreement and the Notes and all other indebtedness, obligations and liabilities of Debtor to Secured Party under the Participation Agreement, the Notes, and the Guarantee Agreement in each case whether now existing or hereafter incurred.

2. Creation of Security Interest and Power of Attorney. (a) Debtor hereby grants to Secured Party a continuing first mortgage and security interest in the Collateral, and assigns to Secured Party all of Debtor's right, title and interest in and to the Collateral, to secure prompt payment and performance of the Secured Obligations.

(b) Debtor hereby appoints Secured Party the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, from time to time in the Lender's discretion, if an Event of Default shall have occurred which remains uncured for 30 days after notice under the Participation Agreement or any Note, to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Security Agreement. Without limiting the generality of the foregoing, the Lender may transfer title to the Cars to itself or to an issuer of an equipment value insurance policy if the Lender, in the exercise of its reasonable judgment, determines that such transfer is advisable in order to protect its rights under such policy.

3. Covenants of Debtor. Without the prior written consent of the Secured Party, Debtor shall not sell, secrete, mortgage, assign, transfer, lease, sublet, lend, part with possession of or encumber the Collateral or any portion thereof, or permit liens to be effective thereon, or permit or attempt to do any of the foregoing acts otherwise than pursuant to the Leases and this Security Agreement.

4. Default. Debtor shall be in default under this agreement:

(a) when Debtor has made a misstatement in connection with or has failed to pay or perform any of his obligations, agreements or affirmations under this Security Agreement or any of the other Documents, or under any agreement with any person relating to the care and maintenance of the Equipment.

(b) if an Event of Default shall have occurred and be continuing.

5. Secured Party's Rights and Remedies. (a) Secured Party shall have all the rights and remedies provided in the Uniform Commercial Code in force in the State of New York, and

(b) in addition to, or in conjunction with, those rights and remedies:

(i) Secured Party may remedy in any reasonable manner or waive any default of Debtor without waiving the default remedied or any other prior or subsequent default;

(ii) Notice sent to the Debtor at his address as it appears herein by overnight delivery service ten days before any sale of the Collateral shall constitute reasonable notice to the Debtor;

(iii) Upon a default hereunder, the Secured Party's reasonable attorney's fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising and selling the Collateral shall be chargeable to the Debtor and payable out of the proceeds of the sale or other disposition of the Collateral.

6. Additional Representations, Warranties and Covenants. Debtor represents, warrants and covenants to Secured Party that:

(a) No financing statement in favor of a person other than Secured Party covering the Collateral or its proceeds is on file in any public office and that there is no lien on the Collateral except liens held by the Secured Party; and

(b) Debtor will not assert any claims, defenses, setoffs or counterclaims against any assignee of the Secured Party except those expressly stated herein.

7. Miscellaneous. (a) This agreement contains the entire understanding between the parties concerning the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, between the parties with reference thereto and none embodied herein shall be of any force or effect.

(b) None of the provisions of this agreement may be changed, modified or waived except by a writing signed by the Debtor and the Secured Party.

(c) If any covenant or other provisions of this agreement shall be invalid, illegal or incapable of enforcement by reason of any rule or law or public policy,

all other covenants and provisions hereof shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision.

(d) Terms used in this agreement which are defined in the Uniform Commercial Code in force in the State of New York at the date of the execution of this agreement shall have the same meaning as set forth herein.

(e) This agreement shall be governed by and construed in accordance with the law of the State of New York.

(f) The Secured Party may, at any time, assign and delegate all of its rights and duties hereunder, without notice to or consent of Debtor.

(g) The Debtor may not assign or delegate any of its rights or duties hereunder.

(h) This agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

(i) The Secured Party is hereby authorized to file a financing statement under the Uniform Commercial Code to perfect its security interest in the Collateral without execution by the Debtor and at Debtor's expense.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of June 28, 1983.

GREENBRIER LEASING CORPORATION

By WMA Am
Title: President

SCHRODER LEASING CORPORATION

By [Signature]
Title: President

State of Oregon)
) ss:
County of Clackamas)

On this 23RD day of SEPT., 1985 before me personally appeared William A. Furman, to me personally known, who being by me duly sworn, says that he is the President of GREENBRIER LEASING CORPORATION, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARY SEAL]

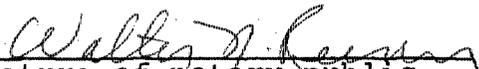

Signature of notary public

My Commission expires: 6-8-89

State of New York)
) ss:
County of New York)

On this 7TH day of October, 1985 before me personally appeared James J. MacIsaac, to me personally known, who being by me duly sworn, says that he is the President of SCHRODER LEASING CORPORATION, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARY SEAL]


Signature of notary public

My Commission expires:

WALTER N. REIMER
Notary Public, State of New York
No. 30-8248835 Qual. in Nassau County
Certificate Filed in New York County
Commission Expires March 30, 1987