



PLM COMPANIES, INC.

RECORDATION NO. 1 5300 Filed 1428

655 Montgomery Street
Twelfth Floor
San Francisco, CA 94111

415/989-1860
Telex 5101007839

AUG 28 1987 -1 55 PM

INTERSTATE COMMERCE COMMISSION

August 26, 1987

Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Room 2303
Washington, D.C. 10423

No. 7-239A019
AUG 28 1987
Date
Fee \$ 10.00
ICC Washington, D. C.

Dear Sir/Madam:

Enclosed are an original and copy of a Security Agreement between PLM Railcar Maintenance Company and Greenbrier Leasing Corporation covering ten (10) Uni-Flo covered hopper railcars numbered PLMX 20062 through and including PLMX 20071.

The addresses of the parties to the agreement are as follows:

PLM Railcar Maintenance Company
a division of PLM Companies, Inc.
655 Montgomery Street
San Francisco, CA 94111
Attn: Robert S. Leichtner
Vice President and General Counsel

Greenbrier Leasing Corporation
One Centrepointhe Drive
Lake Oswego, Oregon 97034

ICC OFFICE OF
THE SECRETARY
AUG 28 1 45 PM '87
MOTOR OPERATING UNIT

Please record the Security Agreement and return a certified copy to this office. Our check for \$10.00 representing the recordation fee is also enclosed.

If you have any questions or need further documentation, please contact the undersigned.

Very truly yours,

Ellen Myers
Ellen Myers
Legal Assistant

1s
Enclosure
082687-8

John D. [Signature]
Ellen Myers

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

8/28/87

Ellen Myers
Legal Assistant
PLM Companies, Inc.
655 Montgomery Street
12th Fl.
San Francisco, Calif. 94111

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/28/87 at 1:55pm, and assigned recordation number(s). 15300

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

SECURITY AGREEMENT

AUG 28 1987 -1 55 PM

INTERSTATE COMMERCE COMMISSION

The parties to this Security Agreement are:

SECURED PARTY: PLM Railcar Maintenance Company,
division of PLM Companies, Inc.
601 California Street
San Francisco, CA 94108

DEBTORS: Greenbrier Leasing Corporation
One CentrepoinTE Drive
Lake Oswego, Oregon 97034

hereinafter for convenience, "debtor."

1. Definitions.

As used in this Security Agreement:

(a) "Collateral" means ten (10) "Uni-Flo" covered hopper railcars, numbered PLMX 20062, through and including PLMX 20071.

(b) "Debtor" means the owner of the collateral.

(c) "Lien" means any security interest, mortgage, pledge, lien, attachment, claim, charge, encumbrance, agreement retaining title, or lessor's interest covering the collateral.

(d) "Obligations" means indebtedness and liability of debtor to secured party for the purchase price of the collateral, including attorneys' fees incurred by secured party in enforcing this Security Agreement or collecting payment under it.

(e) "Potential default" means an event or omission that would be a default under this Security Agreement or any other document evidencing or creating security for the obligation, except for the passage of time or the giving of notice, or both.

(f) Terms in the California Uniform Commercial Code not otherwise defined in this Security Agreement are used in this Security Agreement as defined in that Code on the date of this Agreement.

2. Grant of Security Interest.

Debtor grants secured party a security interest in the collateral to secure payment of the obligations.

3. Debtor's Covenants.

Debtor promises:

(a) To pay the obligations to secured party when they are due.

(b) To pay all expenses, including attorneys' fees incurred by secured party in the perfection, preservation, realization, enforcement, and exercise of its rights under this Agreement.

(c) To indemnify secured party against loss of any kind, including reasonable attorneys' fees, caused to secured party by reason of its interest in the collateral.

(d) To keep the collateral in good repair.

(e) To pay all taxes with respect to the collateral when due.

(f) To give secured party notice of any litigation that may have a material adverse effect on the business of debtor.

(g) Not to change the name or place of business, or to use a fictitious business name, without first notifying secured party in writing.

(h) Not to sell, lease, transfer, or otherwise dispose of the collateral.

(i) Not to permit liens on the collateral, except existing liens and current tax liens.

(j) To maintain fire and extended coverage insurance on the collateral in the amounts and under policies acceptable to secured party naming secured party under a lender's loss payable clause, and to provide secured party with the original policies and certificates at secured party's request.

(k) Not to use the collateral for any unlawful purpose or in any way that would void any effective insurance.

(l) To permit secured party, its representatives, and its agents to inspect the collateral at any time, and to make copies of records pertaining to it, at reasonable times at secured party's request.

(m) To perform all acts necessary to maintain, preserve, and protect the collateral.

(n) To notify secured party promptly in writing of any default, potential default, or any development that might have a material adverse effect on the collateral.

(o) To execute and deliver to secured party all financing statements and other documents that secured party requests, in order to maintain a first perfected security

interest in the collateral.

(p) To furnish secured party reports relating to the collateral at secured party's request.

4. Debtor's Warranties and Representations.

Debtor covenants, warrants, and represents as follows:

(a) The Security Agreement is a valid and binding obligation of debtor. The Agreement creates a perfected, first priority security interest enforceable against the collateral in which debtor now has rights, and will create a perfected, first priority security interest enforceable against the collateral in which debtor later acquires rights, when debtor acquires those rights.

(b) Neither the execution and delivery of this Security Agreement, nor the taking of any action in compliance with it, will (i) violate or breach any law, regulation, rule, order, or judicial action binding on debtor, any agreement to which debtor is a party, or (ii) result in the creation of a lien against the collateral except that created by this Security Agreement.

(c) No default or potential default exists.

(d) Debtor owns and has possession of the collateral.

5. Termination.

This Security Agreement will terminate when debtor completes performance of all obligations to secured party, including without limitation the repayment of all indebtedness by debtor to secured party.

6. Default.

Debtor will be in default under this Agreement if:

(a) Debtor fails to pay its entire indebtedness to secured party when due, at stated maturity, on accelerated maturity, or otherwise.

(b) Debtor fails to make any remittances required by this Agreement.

(c) Debtor commits any breach of this Agreement, or any present or future rider or supplement to this Agreement, or any other agreement between debtor and secured party evidencing the obligation or securing it.

(d) Any warranty, representation, or statement, made by or on behalf of debtor in or with respect to the Agreement is false.

(e) The collateral is lost, stolen, or damaged.

(f) There is a seizure or attachment of, or a levy on, the collateral.

(g) Debtor ceases operations, does or fails to do anything that allows obligations to become due before their stated maturity, becomes insolvent or unable to meet debts as they become due, or makes any filing required or permitted under any applicable bankruptcy or insolvency law.

7. Remedies.

When an event of default occurs:

(a) Secured creditor may:

(1) Declare the obligations immediately due and payable without demand, presentment, protest, or notice to debtor, all of which debtor expressly waives.

(2) Exercise all rights and remedies available to a secured creditor after default, including but not limited to the rights and remedies of secured creditors under the California Uniform Commercial Code.

(3) Perform any of debtor's obligations under this Agreement for debtor's account. Any money expended or obligations incurred in doing so, including reasonable attorney's fees and interest at the highest rate permitted by law, will be charged to debtor and added to the obligation secured by this Agreement.

(b) Secured creditor's notice of the time and place of public sale of the collateral, or the time on or after which a private sale or other disposition of the collateral will be made, is reasonable if sent to debtor in the manner for giving notice at least five (5) days before the public or private sale.

(c) Debtor must:

(1) Assemble the collateral and make it and all records relating to it available to secured party as secured party directs.

(2) Allow secured party, its representatives, and its agents to enter the premises where all or any part of the collateral, the records, or both, may be, and remove any or all of it.

8. Costs and Attorneys' Fees.

Debtor will pay all costs and expenses of collection, including reasonable attorneys' fees.

9. Waiver by Secured Party.

No waiver by secured party of any breach or default will be a waiver of any breach or default occurring later. A waiver will be valid only if it is in writing and signed by secured party.

10. Survival of Representations and Warranties.

Debtor's representations and warranties made in this Security Agreement will survive its execution, delivery, and termination.

11. Assignment.

This Security Agreement will bind and benefit the successors and assignees of the parties, but debtor may not assign its rights under the Agreement without secured party's prior written consent.

12. Governing Law.

This contract will be governed by the law of California.

13. Entire Agreement.

This Security Agreement is the entire Agreement, and supersedes any prior agreement or understandings, between secured party and debtor respecting the collateral. Secured party acknowledges that the collateral is subject to a Management Agreement of even date between debtor and an affiliate of secured party, under which certain obligations of debtor are performed on behalf of debtor by the affiliate of secured party.

14. Notices.

Notices under this Security Agreement are considered to be served three days after they are deposited in the United States mail, with prepaid, first-class postage, addressed as follows:

DEBTOR:

Greenbrier Leasing Corporation
One Centerpointe Dr., Suite 200
Lake Oswego, OR 97035

SECURED PARTY:

PLM Railcar Maintenance Company
a Division of PLM Companies, Inc.
601 California Street
San Francisco, CA 94108

Either party may change its address for service of notice, by notice to the other.

In witness whereof, debtor and secured party have executed this Security Agreement this 6th day of July, 1987.

DEBTOR:

GREENBRIER LEASING CORPORATION

By: Norris M. Webb
Title: Vice President

SECURED PARTY:

PLM RAILCAR MAINTENANCE COMPANY
division of PLM COMPANIES, INC.

By: Martin B. Hough
Title: Vice President

STATE OF OREGON)
)
COUNTY OF CLACKAMAS)

On this 6th day of July, 1987, before me personally appeared Norris M. Leble, to me personally known, who being by me duly sworn, says that he is the Vice President of Greenbrier Leasing Corporation, that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Janet E. Hudson
Notary Public

My commission expires: 5/28/90

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On this 25th day of August, 1987, before me personally appeared MARVIN B. HUGHES, to me personally known, who being by me duly sworn, says that he is Vice President of PLM RAILCAR MAINTENANCE COMPANY, division of PLM COMPANIES, INC., that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Ellen Myers
Notary Public

My commission expires: 8-21-89

