

#15
NEW NO.

LAW OFFICES
ALVORD AND ALVORD

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

ROBERT W ALVORD*
CHARLES T KAPPLER
JOHN H DOYLE*
RICHARD N BAGENSTOS
JAMES C MARTIN JR*

* ALSO ADMITTED IN NEW YORK
* ALSO ADMITTED IN MARYLAND

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918 SIXTEENTH STREET, N W
WASHINGTON, D.C.

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OF COUNSEL
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CABLE ADDRESS
ALVORD

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TELEFAX
(202) 393-2156

March 2, 1990

REC 16783
RECORDATION NO FILED 1425

0-061A051

Ms. Noretta R. McGee
Secretary
INTERSTATE COMMERCE COMMISSION
Washington, D.C. 20423

MAR 5 1990 1:30 PM
INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two fully executed original copies of a Security Agreement dated as of February 28, 1990, a primary document as defined in the Commission's Rules for the Recordation of Documents, 49 U.S.C. Section 1177.

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

Secured Party: Bank of American National
Trust and Savings Association
230 Peachtree Street, N.W.
Suite 1700
Atlanta, Georgia 30303

Debtor: Corporate Leasing, Inc.
101 International Way
P.O. Box 8212
Missoula, Montana 59807

A description of the railroad equipment covered by the enclosed document is set forth in Schedule I attached hereto and made a part of hereof.

Also enclosed is a check in the amount of \$15 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

C. J. Kappler
[Signature]

Ms. Noreta R. McGee
INTERSTATE COMMERCE COMMISSION
March 2, 1990
Page 2

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

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

"Security Agreement dated as of February 28, 1990 between Corporate Leasing, Inc., Debtor, and Bank of America National Trust and Savings Association, Secured Party, covering eleven GP7, nine GP9 and twenty-eight SD40 locomotives bearing former CNW marks and numbers."

Very truly yours,


Charles T. Kappler

Enclosures
CTK/bg

SCHEDULE I

GP7 Locomotives - Total 11.....4309, 4320, 4321, 4337, 4345,
4346, 4347, 4355, 4362, 4376,
4448

GP9 Locomotives - Total 9.....4507, 4516, 4517, 4519, 4520,
4523, 4524, 4525, 4555

SD40 Locomotives - Total 28.....880, 881, 883, 884, 885, 888,
891, 893, 894, 895, 867, 868,
871, 873, 874, 875, 876, 877,
879, 887, 890, 921, 922, 924,
925, 927, 928, 929

Interstate Commerce Commission
Washington, D.C. 20423

3/5/90

OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St N.W.
Washington, D.C. 20006

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 3/5/90 at 1:30pm and assigned recordation number(s). 16783

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

16783
RECORDATION NO. _____ FILED 1425
MAR 5 1990 -1 30 PM
INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of February 28, 1990, by and between CORPORATE LEASING INC., a Montana corporation (the "Debtor"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association (the "Secured Party").

SECTION 1. Grant of Security Interest. The Debtor hereby assigns and grants to the Secured Party a continuing security interest in and lien on all properties, assets, and rights of the Debtor of every kind and nature, wherever located, now owned or hereafter acquired or arising, all proceeds, products and replacements thereof, and all increases and accessions thereto, including without limiting the generality of the foregoing all personal property, goods, accounts, including all accounts receivable, all contract rights, including without limitation all fiber optic cable rights, if any, all rights to the payment of money, including tax refund claims, insurance proceeds, and tort claims, chattel paper, leases, documents, instruments, general intangibles, securities, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, books and records, furniture, fixtures, equipment, locomotives, inventory, parts and all other capital assets, raw materials and work in progress, (all such properties, assets, and rights hereinafter collectively referred to as the "Collateral").

This agreement is evidence of a loan made by Secured Party to the Debtor in order to enable the Debtor to acquire rights in or the use of all or a portion of the Collateral. The loan is made only on the clear understanding and the express commitment of the Debtor to apply any and all advances made by Secured Party exclusively to the acquisition of rights in or use of the Collateral. The Secured Party reserves and the Debtor grants a purchase money security interest in the Collateral so purchased. This purchase money security interest shall be superior to all other interests in this Collateral, whether prior, contemporaneous or subsequent, provided compliance is had with Section 9-312(3) of the Uniform Commercial Code.

SECTION 2. Obligations Secured. The Collateral hereunder constitutes and will constitute continuing security for all the obligations of the Debtor to the Secured Party now existing or hereafter arising, direct or indirect, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, otherwise secured or not, arising by contract, operation of law, or otherwise, including without limitation all

obligations now existing or hereafter arising under the Credit Agreement dated as of February 28, 1990, by and between the Debtor and the Secured Party (the "Credit Agreement"), under the revolving credit note ("Note") executed and delivered by the Debtor, as such Note is originally executed on the date hereof or as modified, amended, supplemented, renewed, or extended, any money that the Secured Party may advance to or spend on behalf of the Debtor, any indebtedness or obligation to the Secured Party that the Debtor may incur after this Security Agreement is made, any interest that the Debtor has agreed to pay to the Secured Party under the Note or this Security Agreement, any costs or expenses of collection, litigation, repossession, storage, or repair, and any attorneys' fees (including the allocated cost of staff counsel) that the Secured Party may incur in connection with the Note or this Security Agreement, and all obligations of the Debtor to the Secured Party arising out of any extension, refinancing, or refunding of any of the foregoing obligations (all such obligations hereinafter collectively referred to as the "Obligations").

SECTION 3. Application of Proceeds of Collateral. Upon any realization upon the Collateral by the Secured Party, or any agent or representative of the Secured Party, whether by receipt of insurance proceeds pursuant to Section 4(e) or upon foreclosure and sale of all or part of the Collateral pursuant to Section 8 or otherwise, the Debtor and the Secured Party agree that the proceeds thereof shall be applied as follows: (i) first, to the payment of expenses incurred by the Secured Party with respect to maintenance and protection of the Collateral pursuant to Section 4 and of expenses incurred pursuant to Section 12 with respect to the sale of or realization upon any of the Collateral or the perfection, enforcement, or protection of the rights of the Secured Party (including reasonable attorneys' fees and expenses of every kind, including without limitation the allocated cost of staff counsel); (ii) second, to all amounts of interest, expenses, and fees then due to the Secured Party under the Credit Agreement, the Note, or this Security Agreement; and (iii) third, to the principal balance owed to the Secured Party under the Note. Any excess, after payment in full of all of the Obligations, shall be returned to the Debtor.

SECTION 4. Representations and Covenants of the Debtor.

(a) Locomotives. The Debtor represents to the Secured Party that the locomotives listed on Schedule I hereto constitutes all of the locomotives that the Debtor now owns or leases. The Debtor agrees not to change any markings or serial numbers on any of the locomotives listed on Schedule I until after the Debtor has given notice in writing to the Secured Party of its intention to make such change. The Debtor agrees to notify the Secured Party of

any other locomotives that the Debtor may hereafter acquire or lease. The Debtor agrees that it will execute and deliver to the Secured Party supplemental security agreements and other instruments, as referred to in paragraph (g) below of this Section 4, and file the same in the appropriate recording offices (i) with respect to the locomotives listed on Schedule I hereto, (ii) at such times as any assignable right, title, or interest is acquired in the future by the Debtor in any other locomotives, and (iii) at such times as any change is made in one or more of the markings or serial numbers on any of the locomotives listed on Schedule I hereto or on any other locomotives owned or leased by the Debtor.

(b) Location of chief Executive Office, Etc. The Debtor represents to the Secured Party that the location of the Debtor's chief executive office and the location where the books and records of the Debtor are kept is at 101 International Way, P.O. Box 8212, Missoula, Montana 59047, and that the Debtor's registered office is at 101 International Way, P.O. Box 8212, Missoula, Montana 59807. The Debtor also has an operations office located at 704 E. Gallatin, Livingston, Montana 59047. The Debtor further represents that all the property comprising a part of the Collateral is located in Missoula and Livingston, Montana. The Debtor agrees that it will not change the location of its chief executive office or the location where its chief executive office or the location where its books and records are kept or the location of its registered office without the express written consent of the Secured Party and will advise the Secured Party as to any change in the location of any property comprising a part of the Collateral.

(c) Ownership of Collateral.

(i) The Debtor represents and warrants that is the sole owner of the Collateral and that there are no liens, security interests, or encumbrances of any kind against the Collateral except Permitted Liens, if any, allowed by the Credit Agreement.

(ii) Except for the security interest herein granted and except for Permitted Liens, the Debtor shall be the owner of the Collateral free of any lien, security interest, or encumbrance, and the Debtor shall defend the same against all claims and demands of all persons at any time claiming the same or any interest therein adverse to the Secured Party. The Debtor shall not pledge, mortgage, create, or suffer to exist a security interest in the Collateral in favor of any person other than the Secured Party.

(d) Sale or Disposition of Collateral. The Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein except as may expressly be allowed hereunder or under the Credit Agreement.

(e) Insurance. The Debtor shall have and maintain at all times with respect to the Collateral such insurance as is required by Section 5.09 of the Credit Agreement. In addition, the carrier, amount, and form of the insurance policy or policies are subject to approval by the Secured Party. The policy or policies shall cover the Secured Party and the Debtor for fire, theft, total or partial destruction of the Collateral, and any other hazard that the Secured Party specifies. All policies of insurance shall provide for ten (10) days' written minimum cancellation notice to the Secured Party. In the event of failure to provide and maintain insurance as herein provided, the Secured Party may, at its option, provide such insurance, and the Debtor hereby promises to pay to the Secured Party on demand the amount of any disbursements made by the Secured Party for such purpose, and, until paid, the amount thereof shall be a debt secured by the Collateral. The Secured Party shall hold the policies until all Obligations secured hereunder are paid off. The Secured Party may, at its option, act as attorney for the Debtor in obtaining, adjusting, settling, and cancelling such insurance and endorsing any drafts; and any amounts collected or received under any such policies shall be applied by the Secured Party to the Obligations in accordance with the provisions of Section 3 hereof, or, at the option of the Secured Party, the same may be released to the Debtor, but such application or release shall not cure or waive any default hereunder and no amount so released shall be deemed a payment on any Obligation secured hereby.

(f) Maintenance of Collateral. The Debtor will keep the Collateral in good order and repair for its intended use and will take all other actions reasonably necessary to preserve the value of the Collateral. The Debtor will register, use, operate, and control the Collateral in accordance with all applicable laws, and will not use the same, nor allow it to be used, in violation of any law or any policy of insurance thereon. The Secured Party may inspect the Collateral at any reasonable time, wherever located. The Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation and upon this Security Agreement. In its discretion, the Secured Party may discharge taxes and other encumbrances at any time levied or placed on the Collateral that remain unpaid, make repairs thereof, and pay any necessary filing fees. The Debtor agrees to reimburse the Secured Party on demand for any and all expenditures so

made, and, until paid, the amount thereof shall be a debt secured by the Collateral. The Secured Party shall have no obligation to the Debtor to make any such expenditures, nor shall the making thereof relieve the Debtor of any default.

(g) Further Assurances by the Debtor. The Debtor agrees to execute and deliver to the Secured Party from time to time at its request all documents and instruments, including financing statements, supplemental security agreements, notices of assignments under the United States Assignment of Claims Act and under similar or local statutes and regulations, and to take all action as the Secured Party may reasonably deem necessary or proper to perfect or otherwise protect the security interest and lien created hereby.

SECTION 5. Power of Attorney. The Debtor acknowledges the Secured Party's right, to the extent permitted by applicable law, singly to execute and file financing statements without execution by the Debtor.

SECTION 6. Securities as Collateral. The Secured Party may at any time, at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon, and hold such income as additional Collateral or apply it to the Obligations. Regardless of the adequacy of the Collateral or any other security for the Obligations, any deposits or other sums credited by or due from the Secured Party to the Debtor may at any time be applied to or set off against any of the Obligations. The amount of any such set-off shall be applied as provided in Section 3 hereof.

SECTION 7. Events of Default. Each of the following constitutes an event of default hereunder:

(a) The occurrence of an Event of Default under the Credit Agreement; or

(b) The Debtor shall fail to perform or observe any covenant or agreement on its part to be performed or observed under this Security Agreement; or

(c) Any representation or warranty of the Debtor contained herein or any agreement, certificate, report, opinion, letter, or notice delivered or to be delivered by the Debtor pursuant hereto shall prove to have been incorrect or misleading in any material respect when made; or

(d) The Debtor shall fail to give further security if the value of the Collateral declines more than expected and if the Secured Party requests additional security.

SECTION 8. Remedies.

(a) If the Debtor fails to perform any covenant as required by Section 4 hereof, the Secured Party may: perform any such covenant on behalf of the Debtor; demand immediate reimbursement for all sums or obligations that the Secured Party pays or incurs in protecting the obligations that the Secured Party pays or incurs in protecting the Collateral or in enforcing the terms of the Note or this Security Agreement; and either add the cost of the reimbursement to the Note, or declare an immediate default under the Note or under this Security Agreement, or sue separately for the cost of the reimbursement if the Debtor fails to reimburse the Secured Party promptly.

(b) Upon the occurrence of an event of default hereunder, the Secured Party shall have the right to do any or all of the following, at its option:

(i) Accelerate the maturity of any obligation in the Note or in this Security Agreement;

(ii) Require the Debtor to assemble the Collateral, or any portion thereof, and make it available at a reasonably convenient location chosen by the Secured Party;

(iii) Sell at public or private sale or otherwise realize upon the Collateral, or any part thereof, at a location chosen by the Secured Party, without (to the fullest extent permitted by law) demand of performance or advertisement or notice of intention to sell or of time or place of sale or of redemption or other notice or demand whatsoever, all of which are hereby expressly waived to the fullest extent permitted by law; provided that the Secured Party shall give the Debtor at least five Banking Days' (as that term is defined in the Credit Agreement) notice of the time and place of any proposed sale or other disposition. If notice of any sale or other disposition is required by law to be given to the Debtor, the Debtor hereby agrees that a notice given as hereinbefore provided shall be reasonable notice of such sale or other disposition. The Debtor also agrees to assemble the Collateral at such place or places as the Secured Party reasonably designates by written notice. At any such sale or other disposition, the Secured Party may itself purchase the whole or any part of the Collateral sole, free from any right of redemption on the part of the Debtor, which right is hereby waived and released to the fullest extent permitted by law;

(iv) Enter upon the premises of the Debtor, exclude the Debtor therefrom, and take immediate possession of the Collateral, either using all necessary force to do so, and may, at its option, use, operate, manage, and control the Collateral in any lawful manner and may collect and receive all rents, income, revenue, earnings, issues, and profits therefrom, and may maintain, repair, renovate, alter, or remove the Collateral as the Secured Party may determine in its discretion, and any such monies so collected or received by the Secured Party shall be applied to, or may be accumulated for application upon, the Obligations in accordance with Section 3 of this Agreement;

(v) Take any other action allowable under, and pursue any rights or remedies given it by, (A) any instrument or other agreement evidencing, or executed and delivered in connection with, any of the Obligations and otherwise allowed by law, including without limitation the rights and remedies granted under the Note and this Security Agreement, or (B) the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located, or (C) the Uniform Commercial Code of California, or (D) the Interstate Commerce Act of 1887, as amended.

(c) The Secured Party agrees that it will give notice to the Debtor of any enforcement action taken by it pursuant to this Section 8 promptly after commencing such action.

SECTION 9. Marshalling. The Secured Party shall not be required to marshal any present or future security for (including but not limited to this Agreement and the Collateral subject to the security interest created hereby), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of its rights hereunder and in respect of such securities and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Debtor hereby agrees that it will not invoke any law relating to the marshalling of collateral that might cause delay in or impede the enforcement of the Secured Party's rights under this Agreement or under any other instrument evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may, the Debtor hereby irrevocably waives the benefits of all such laws.

SECTION 10. Debtor's Obligations Not Affected. To the extent permitted by law, the obligations of the Debtor under this Security Agreement shall remain in full force and effect without regard to, and shall not be impaired by (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, or the like of the Debtor, to the extent permitted by law; (b) any exercise or nonexercise, or any waiver, by the Secured Party of any right, remedy, power, or privilege under or in respect of any of the Obligations or any security therefore (including this Security Agreement); (c) any amendment to or modification of this Security Agreement or any instrument evidencing any of the Obligations or pursuant to which any of them were issued; (d) any amendment to or modification of any instrument or agreement (other than this Security Agreement) securing any of the obligations; or (e) the taking of additional security for any guaranty of any of the Obligations or the release or discharge or termination of any security or any guaranty for any of the Obligation; whether or not the Debtor shall have notice or knowledge of any of the foregoing.

SECTION 11. No Waiver. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Secured Party of any right, remedy, or power hereunder preclude any other or future exercise of any other right, remedy, or power. Each and every right, remedy, and power hereby granted to the Secured Party or allowed by law or other agreement, including, without limitation, the Credit Agreement, the Note, or any other security document, shall be cumulative and not exclusive of any other, and, subject to the provisions of this Security Agreement, may be exercised by the Secured Party from time to time.

SECTION 12. Expenses. The Debtor agrees to pay, on demand, all reasonable costs and expenses (including reasonable attorneys' fees and expenses for legal services of every kind, including without limitation the allocated costs of staff counsel) of the Secured Party incidental to the sale of, or realization upon, any of the Collateral or in any way relating to the perfection, enforcement, or protection of the rights of the Secured Party hereunder; and the Secured Party may at any time apply to the payment of all such costs and expenses all monies of the Debtor or other proceeds arising from its possession or disposition of all or any portion of the Collateral.

SECTION 13. Consents, Amendments, Waivers, etc. Any term of this Security Agreement may be amended, and the performance or observance by the Debtor of any term of this Security Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument signed by the Debtor and the Secured Party.

SECTION 14. Governing Law. Except as otherwise required by the laws of any jurisdiction in which any Collateral is located, this Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 15. Parties in Interest. All terms of this Security Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto, provided that the Debtor may not assign or transfer its rights hereunder without the prior written consent of the Secured Party.

SECTION 16. Counterparts. This Security Agreement and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

SECTION 17. Termination. Upon payment in full of the Obligations in accordance with their terms, this Security Agreement shall terminate, and the Debtor shall be entitled to the return, at the Debtor's expense, of such Collateral in the possession or control of the Secured Party as has not theretofore been disposed of pursuant to the provisions hereof.

SECTION 18. Notices. Except as otherwise expressly provided herein, all notices and other communications made or required to be given pursuant to this Security Agreement may be given by mailing the same, by registered or certified mail, return receipt requested, postage pre-paid, or sent by telex, telegraph, or cable, addressed as follows:

(a) if to the Debtor at:

101 International Way
P.O. Box 8212
Missoula, Montana 59807

Attention: Bill Murphy
Dorn Parkinson

With a copy of each notice to:

c/o Livingston Rebuild Center
P.O. Box 897
704 E. Gallatin
Livingston, MT 59047
Attention: Mike Sudol

or at such other address for notice as the Debtor shall last have furnished in writing to the Secured Party;

(b) if to the Secured Party at:

Payment Services Operations #5693
1850 Gateway Boulevard
Concord, California 94520
Attention: Atlanta Corporate Office
Account Administrator
Telex: 34346

With a copy of each notice to:

Bank of America National Trust
and Savings Association
Atlanta Corporate Office
230 Peachtree Street, N.W., Suite 1700
Atlanta, Georgia 30303
Telex: 804345 or 804562

or at such other address for notice as the Secured Party shall last have furnished in writing to the person giving the notice.

Any such notice or communication shall be deemed to have been duly given or made and to have become effective (a) if delivered by hand to a responsible officer of the party to which it is directed, at time of the receipt thereof by such officer, (b) if sent by first-class mail, postage pre-paid, the earlier of five business days after the posting thereof or receipt, if received on a business day, or if received on a day which is not a business day, the next business day following receipt.

SECTION 19. Section Headings. Section headings are for reference only and shall not affect the interpretation or meaning of any provisions of this Security Agreement.

SECTION 20. Severability. The illegality or unenforceability of any provision of this Security Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability or the remaining provisions of this Security Agreement or any instrument or agreement required hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed as of the date first written above.

CORPORATE LEASING INC.,
a Montana corporation

By Walter Rubini

Title president

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

By [Signature]

Title V.P.

SCHEDULE I

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STATE OF MONTANA)
) SS.
COUNTY OF MISSOULA)

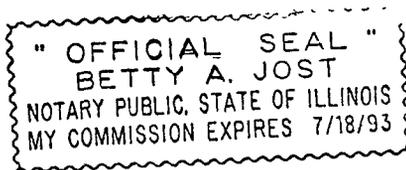
On this 2nd day of March, 1990, before me personally appeared Dorn Parkinson, to me personally known, who, being by me duly sworn, says that he is the President of Corporate Leasing, Inc., and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Wesley Hansen
Notary Public

My commission expires: 6-16-92

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 1st day of March, 1990, before me personally appeared Dennis M. Kaiser, to me personally known, who, being by me duly sworn, says that he is a Vice President of Bank of America National Trust and Savings Association, and that he is duly authorized to sign the foregoing instrument on behalf of said banking association, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said banking association.



Betty A. Jost
Notary Public

My commission expires: 7/18/93