

#15

15504-LLL

LAW OFFICES  
ALVORD AND ALVORD

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ELLSWORTH C. ALVORD (1964)

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WASHINGTON, D.C.

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OF COUNSEL  
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1-122A002

May 2, 1991

15504-LLL  
RECORDATION NO. FILED 0425

MAY 2 1991 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three fully executed original copies of a Security Agreement Supplement dated April 29, 1991, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement dated as of February 11, 1988, which was duly filed and recorded with the Commission on February 12, 1988 at 1:05 p.m. and assigned Recordation Number 15504.

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

Borrower: Greenbrier Leasing Corporation  
Greenbrier Railcar, Inc.  
One Centerpointe Drive, Suite 200  
Lake Oswego, OR 97035

Secured Party: The Bank of California,  
National Association  
P.O. Box 3121  
Portland, OR 97208

MAY 2 10 55 AM '91  
RECORDATION DIVISION

A description of the railroad equipment covered by the enclosed document is:

Thirty (30) 60-foot, 100-ton used boxcars equipped with a CO<sub>2</sub> cryogenic refrigerator system bearing GBRX reporting marks and road numbers 20100 through 20129, both inclusive.

*Charles T. Kappler*

Mr. Sidney L. Strickland, Jr.  
May 2, 1991  
Page 2

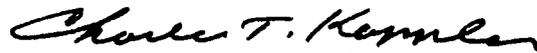
Also enclosed is a check in the amount of \$15 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies 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 secondary document to appear in the Commission's Index is:

Security Agreement Supplement dated April 29, 1991 covering Thirty (30) 60-foot, 100-ton used boxcars, GBRX 20100 - GBRX 20129, both inclusive.

Very truly yours,

  
Charles T. Kappler

CTK/bg  
Enclosures

Interstate Commerce Commission  
Washington, D.C. 20423

5/2/91

OFFICE OF THE SECRETARY

Charles T. Kappler

Alvord & Alvord

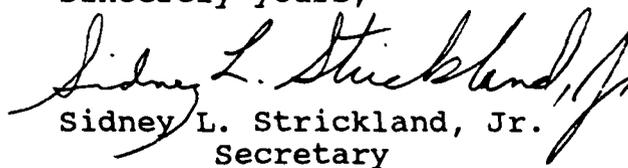
918 16th St. N.,W.

Washington D.C. 20006-2973

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 5/2/91 at 11:00am, and assigned recordation number(s). 15504-LLL, 15504-MMM & 15504-NNN

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

15504-288

MAY 2 1991 - 11 00 AM  
INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT SUPPLEMENT

This Security Agreement Supplement is given by GREENBRIER LEASING CORPORATION, a Delaware corporation and GREENBRIER RAILCAR, INC., a Delaware corporation (the "Borrower"), to THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION (the "Bank") as a supplement to the Security Agreement dated as of February 11, 1988 (herein, as the same may have been amended, modified or supplemented from time to time, called the "Security Agreement") between the Borrower and the Bank.

Capitalized terms used herein shall have the meaning attributed thereto in the Security Agreement.

As further security for the Obligations, the Borrower hereby assigns to the Bank all of Borrower's rights, title and interest in, and grants to the Bank a security interest in the following items of Collateral: (a) the Equipment listed on Attachment 1 hereto and all improvements, replacements, substitutions, accessories and additions thereto; (b) the Leases listed in Attachment 1 hereto (if any) and all leases and agreements to lease now or hereafter in effect and relating in any way to the Equipment and all rents, accounts and other rights to payment arising under the Leases; (c) all proceeds of all of the foregoing. This grant of a security interest is made under and pursuant to the terms of the Security Agreement.

The Borrower warrants to the Bank that (a) it is the lawful owner of such Equipment, Leases and Proceeds, free and clear of all liens and incumbrances (except the security interest of the Bank and the leasehold interest of the lessees under the Leases); (b) each piece of Equipment listed on Attachment 1 has been received, delivered and accepted by a duly authorized agent of the Borrower and each such piece of Equipment is in the condition required by the Security Agreement; and (c) each Lease listed on Attachment 1 is the valid and binding obligation of the lessee thereon, not subject as of the date hereof to any claim, offset or defense known to the Borrower and the names and addresses of the lessees, the lease terms and the rents payable on such Leases as shown on the attachment are true and correct.

Dated: April 29, 1991

GREENBRIER RAILCAR, INC.,  
a Delaware corporation  
By Norris M. Webb  
Vice President

GREENBRIER LEASING CORPORATION,  
a Delaware corporation  
By Norris M. Webb  
Vice President

STATE OF OREGON )  
                  CLATSOP ) ss.  
County of ~~Multnomah~~ )

The foregoing instrument was acknowledged before me this 29th of April 1991 by NORRISS M. WEBB, Vice President of GREENBRIER LEASING CORPORATION and GREENBRIER RAILCAR, INC.

Janet E. Hudson  
Notary Public for Oregon  
My Commission Expires on 5/28/94

ATTACHMENT 1  
TO  
SUPPLEMENT

*RF*

*NW*  
Initial

Description of Equipment:

Thirty (30), 60-foot, 100-ton used boxcars equipped with a CO<sub>2</sub> cryogenic refrigeration system with serial numbers GBRX 20100 through GBRX 20129, inclusive.

Lessee: McCain Foods, Inc.  
P.O. Box 157  
Easton, Maine 04740