

ALVORD AND ALVORD PLLC

ATTORNEYS AT LAW

1050 SEVENTEENTH STREET, N.W.

SUITE 301

WASHINGTON, D.C.

20036

PHONE: (202) 393-2266

FAX: 1-855-600-2836

E-MAIL: [alvord@alvordlaw.com](mailto:alvord@alvordlaw.com)

WEBSITE: [www.alvordlaw.com](http://www.alvordlaw.com)

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)  
ROBERT W. ALVORD (2011)

May 7, 2015

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Amended and Restated Schedule No. 3, dated as of April 1, 2012, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Lessor: Greenbrier Leasing Company LLC  
One Centerpointe Drive, Suite 200  
Lake Oswego, Oregon 97035

Lessee: Roseburg Forest Products Co.  
10599 Old Highway 99 South  
Dillard, OR 97432

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

11 railcars within the series WCRC 1111 – WCRC 1173 as set forth in the attachment to the document (note - page 1 of the document identifies 7 of the 18 railcars listed in the attachment for which the lease expired in 2014).

Chief, Section of Administration  
May 7, 2015  
Page 2

A short summary of the document to appear in the index is:

Amended and Restated Schedule No. 3.

Also enclosed is a check in the amount of \$43.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Edward M. Luria

EML/sem  
Enclosures

**AMENDED AND RESTATED SCHEDULE NO. 3**

THIS AMENDED AND RESTATED SCHEDULE NO. 3 (the "Schedule") is dated as of April 1, 2012, and amends and restates in its entirety that certain Schedule No. 3 dated as of April 1, 2012, to the Lease Agreement dated as of August 1, 2007 (the "Agreement") by and between Greenbrier Leasing Company LLC, or its assignee, as lessor ("Lessor") and Roseburg Forest Products Co., as lessee ("Lessee"). The terms of the Agreement are hereby incorporated into this Schedule in their entirety, as though fully set forth herein. In the event of a conflict between the terms of the Agreement and this Schedule, the terms of this Schedule will govern.

Lessor and Lessee agree as follows:

1. All capitalized terms defined in the Agreement shall have the meanings defined therein when used in this Schedule, except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated.

2. Lessor hereby leases the following Cars to Lessee subject to the terms and conditions of the Agreement and this Schedule: eighteen (18) used 61-foot, 100-ton bulkhead flatcars, bearing marks and numbers as set forth in the Rail Equipment List attached hereto as Exhibit A. Lessee has and will continue to have in full force and effect through the date the last Car is returned to Lessor in the required condition, all federal, state and local licenses, permits, orders and approvals required to operate the cars. Lessee has determined the Cars will be used to transport logs, subject to Lessee's determination such commodity is appropriate for loading, unloading, and transport in the Cars.

3. The Cars will be delivered to Lessee upon release from shop in Springfield, Oregon. Each Car will be subject to this Schedule upon delivery or otherwise in accordance with the Agreement.

4. The Term of the Agreement with respect to each Car shall be thirty-six (36) months (the "Initial Term"), provided that the following Cars shall cease to be subject to the Agreement and the Schedule as of the following dates:

WCRC 1103	July 17, 2014;
WCRC 1157	July 17, 2014;
WCRC 1167	March 27, 2014;
WCRC 1169	February 28, 2014;
WCRC 1170	June 1, 2014;
WCRC 1174	November 17, 2014;
WCRC 1181	March 27, 2014.

The Initial Term shall commence (the "Commencement Date") on the first of the month following the date the last Car is delivered. Lessee shall pay Basic Rent, as defined below, and perform its other obligations under the Agreement and this Schedule as to each Car on and after the date such Car is delivered.

5. Lessor controls the reporting marks on the Cars. As a result, notwithstanding the provisions of Sections 4 and 8 of the Agreement: (a) Lessor will perform the recordkeeping functions described in Section 4 of the Agreement, and (b) Lessor will prepare ad valorem tax returns and remit such ad valorem taxes as may be required, and Lessee will reimburse Lessor for taxes paid by Lessor within thirty (30) days of Lessor's invoice.

6. a) The Basic Rent ("Basic Rent") shall be five hundred fifty and no/100 dollars (\$550.00 USD) per Car per month. The Basic Rent shall be due and payable without any demand, notice, abatement, reduction, counterclaim or offset, except as otherwise expressly provided in the Agreement or herein. Periods of less than a full calendar month shall be prorated based on a 30-day month.

b) In the event any Car travels in excess of 30,000 miles in a calendar year (or a prorated number of miles if the Car is covered by this Schedule during only a portion of a calendar year), Lessee will pay

Lessor \$0.040 USD per mile for each such excess mile. Lessor will invoice Lessee for excess mileage annually, and Lessee will pay Lessor's invoice within fifteen (15) days of the invoice date.

c) Lessee shall pay to Lessor the Basic Rent and any other amounts due or reimbursable to Lessor, in advance, on the first day of each month with the exception of interim rent, which is invoiced and payable in arrears. Rental and other payments shall be sent to:

Greenbrier Leasing Company LLC  
13799 Collections Center Drive  
Chicago, IL 60693

or to such other address as Lessor may from time to time designate, or may be wired using the following instructions:

Bank of America, Oregon  
ABA # 026 009 593  
ACCOUNT #: 00454 229 4561  
Credit to Greenbrier Leasing Company LLC

or such other instructions as Lessor may from time to time designate.

d) Mileage and Per Diem payments (as defined below) paid or allowed by railroads with respect to the Cars shall be the property of Lessee. Mileage and Per Diem, sometimes referred to together herein as Car Hire, are defined at all times to be the sum of the hourly per diem ("Per Diem") and mileage earnings ("Mileage") of the Cars, in accordance with the Code of Car Hire Rules of the AAR then in effect and all Mileage earned as private mileage allowance under the provisions of published tariffs. Lessee will give prior notice to Lessor in the event Lessee's Car Hire benefits under this Schedule are assigned or transferred to or assumed by any other party.

e) Any amounts payable pursuant to applicable tariffs for mileage equalization with respect to the Cars shall be for the account of Lessee and if paid by Lessor shall be reimbursed by Lessee when invoiced by Lessor.

7. Whenever approval of the originating line haul carrier is required in order that Cars may be placed in service pursuant to AAR Circular OT-5 and any revisions or successors thereto, Lessee shall obtain such approval in writing prior to Car delivery, and the Agreement and this Schedule shall continue in full force and effect notwithstanding any withdrawal or modifications of such approval or failure to obtain such approval.

8. Subsections 6(A) and 6(B) of the Agreement will not apply to this Schedule, and the maintenance provisions of Exhibit B will apply.

9. Settlement for any lost, stolen, or destroyed Car shall occur in accordance with Section 11 of the Agreement. The Stipulated Loss Value will be calculated in accordance with the Stipulated Loss Value Schedule attached hereto as Exhibit C.

10. Lessee acknowledges that Cars may be leased in by Lessor for lease to Lessee. In that event, the applicable Schedule shall be subordinate to Lessor's lease with the Car owner; provided however that Lessee's right of quiet enjoyment will not be disturbed so long as Lessee is not in default under such Schedule.

11. a) Upon the expiration or termination of the Agreement with respect to the Car(s) described in this Schedule, without demand by Lessor, Lessee, at its sole expense, shall return such Car(s) to Lessor, pursuant to the terms of this paragraph and Section 14 of the Agreement uncontaminated and in the same condition as received, less ordinary wear and tear. "Ordinary wear and tear" does not include (a) deterioration or damage that results from overloading, corrosion, negligence, carelessness, accident or abuse, including but not limited to disfiguration of the Cars caused by impact, thaw heat, open flame or other loading or unloading practices, or (b) any

damage described under AAR Interchange Rule 95. In no event will ordinary wear and tear excuse the requirement that the Cars be in a condition fit for AAR and FRA interchange. The Cars shall be free of liens arising by, through or under Lessee, and Lessee shall deliver the Cars to Lessor at a maintenance, storage or terminal facility or a Class I railroad interchange point(s) as mutually agreed between Lessor and Lessee. Rent for each Car shall cease only when each such Car is returned in the required condition to the point referenced above.

b) Notwithstanding the return requirements in subsection (a) above, upon Lessor's request Lessee will store Car(s) for up to one hundred twenty (120) days, free of charge, at Lessor's risk except for losses and claims arising from Lessee's negligence or willful misconduct, and during such storage period rent will not accrue. Following such storage period the Cars will be returned to Lessor as required above, and if the return conditions are not met at that time Lessee's rent obligations will be reinstated from the date of release from storage.

12. Each party agrees that, from time to time before, on or after the execution of this Schedule, it shall, on its own initiative taken in good faith and at the reasonable request of the other party, execute and deliver, or cause to be executed and delivered, such instruments as may be required to more effectively consummate the purposes of this Schedule or the Agreement and implement the transactions contemplated hereby, including but not limited to any notices or filings required to reflect Lessor's interest in the Cars.

13. Except as expressly modified by this Schedule, all terms and provisions of the Agreement shall remain in full force and effect with respect to all Cars subject to the Agreement.

14. This Schedule may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

LESSOR:

LESSEE:

GREENBRIER LEASING COMPANY LLC

ROSEBURG FOREST PRODUCTS CO.

BY: 

BY: 

NAME: Larry D. Stanley

NAME: Tom Garwood

TITLE: Sr. Vice President

TITLE: DIR

DATE: May 7, 2015

DATE: 4/16/15

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**EXHIBIT A**

**RAIL EQUIPMENT LIST**

<b>Mark</b>	<b>Number</b>
WCRC	1103
WCRC	1111
WCRC	1118
WCRC	1123
WCRC	1128
WCRC	1155
WCRC	1157
WCRC	1158
WCRC	1159
WCRC	1160
WCRC	1161
WCRC	1162
WCRC	1167
WCRC	1169
WCRC	1170
WCRC	1173
WCRC	1174
WCRC	1181
<b>Total</b>	<b>18 Cars</b>

## EXHIBIT B

### MAINTENANCE

A) Except as otherwise provided herein or in the Agreement or the Schedule, in response to reported maintenance concerns Lessor shall arrange for performance of and shall be responsible for expenses incurred for, inspections of, maintenance and repairs to, and servicing of the Cars as shall be necessary to maintain the Cars in good operating condition and repair as specified in AAR Interchange Rules and Federal Railroad Administration ("FRA") Rules, provided, however, that such inspections, repairs, maintenance and servicing ("Maintenance") shall be performed at Lessee's expense in the event that such Maintenance (i) is necessary due to unfair usage conditions as outlined in the Field Manual of the AAR Interchange Rules; (ii) is necessary due to overloading, corrosion, negligence, carelessness, accident or abuse, including but not limited to disfiguration of the Cars caused by impact, thaw heat, open flames, or other loading or unloading practices; or (iii) is specifically made Lessee's responsibility under Section (B) below. Lessee shall notify Lessor or its designated agent of any Maintenance required to maintain the Cars in good condition and repair and in conformance with AAR and FRA rules governing the interchange of freight cars at all times while the Cars are covered by the Agreement. In addition, Lessee, or its agent, shall, at Lessee's expense, inspect all Cars interchanged to Lessee, or its agent, to ensure that such Cars are in good working order and condition and Lessee shall be liable to Lessor for any and all repairs and maintenance required for repairs, unfair usage and damage, pursuant to AAR Interchange Rule 95, if Lessee, or its agent, accepts a Car at interchange and fails to obtain proper protection from the delivering line for any such damage. Lessee shall use its best efforts to minimize any damage to the Cars and shall notify Lessor in writing of any maintenance required, pursuant to AAR Interchange Rules 107 and 108. In cases where Lessee is liable for maintenance and repairs, all costs including, without limitation, transportation costs and expenses arising or relating to placing any Car in or returning any Car from a private contract shop shall be at Lessee's sole expense. Lessee shall be liable to Lessor for any rental revenues lost due to any unauthorized repair, alteration, improvement or addition performed at Lessee's direction. Any repairs performed to the Cars by Lessee, or its agent, at Lessor's expense shall be at a labor rate not to exceed the prevailing AAR Labor Rate unless a different labor rate is mutually agreed upon in writing by the parties.

B) Lessee shall be responsible for all costs of maintenance (1) associated with loss of camber in the Car structure, (2) to repair damage to the bulkheads, and (3) to repair heavy damage caused by loading or unloading practices. In addition, Lessee shall be responsible for maintenance to and replacement (if missing) of appurtenances and tie-down systems added to the Cars by Lessee.

C) In the event the Cars are remarked to reporting marks not controlled by Lessor or its agent:

(i) Lessee will provide Lessor with a reasonable opportunity to identify exceptions to AAR billing from the railroads received by Lessee in connection with the Cars, and will submit such exceptions in accordance with the AAR Rules. In the event Lessor does not have a reasonable opportunity to identify exceptions or Lessee does not submit the exceptions as provided above, Lessor will not be responsible for costs associated with any such repairs which would otherwise be Lessor's responsibility hereunder or under the applicable Schedule, to the extent Lessor would have taken exception.

(ii) Lessee agrees to notify Lessor in the event Lessee receives a request for bad order disposition, or a wreck notification, relating to any Car, and the parties agree Lessor will provide disposition for such Car and will direct the designated shop with respect to any required Maintenance.

(iii) In the event Lessee for any reason receives a private contract shop repair estimate relating to a Car for repairs which are Lessor's responsibility hereunder or under the applicable Schedule, Lessee will provide Lessor with a reasonable opportunity to review and approve or reject the estimate. In the event Lessor does not have a reasonable opportunity to review and approve or reject such estimate, or Lessee does not reject such estimate consistent with Lessor's directions, Lessor will not be responsible for costs associated with the repairs to the extent such costs exceed the amount Lessor would have approved in connection with such repairs.

C) In the event the U.S. Department of Transportation, or any other governmental agency or nongovernmental organization having jurisdiction over operation, safety or use of railroad equipment, requires that Lessor add, modify or in any manner whatsoever adjust the Cars (hereinafter referred to as "Modifications"), or implements, through mandated rule change(s) or otherwise, additional or more frequent maintenance requirements

in order to qualify the Cars for operation in railroad interchange, whether prior to or after production of the Cars, Lessee agrees (i) to pay an additional monthly charge of \$2.00 per Car for each \$100.00 expended by Lessor on the Modifications for such Car, effective as of the date the Car is released from the shop, and (ii) Lessee agrees to pay the increased maintenance costs associated with the additional or more frequent maintenance requirements. No rental credit will be issued on Cars entering the shop for any such Modifications or maintenance requirements. In the event Lessor in its sole discretion determines that it would not be economical to make such Modification or perform such maintenance in view of the estimated remaining useful life or condition of such Car, and Lessor therefore elects to permanently remove such Car from Lessee's service, the rental with respect to such Car shall terminate upon the date specified in writing by Lessor, provided that such date must be prior to the date the Modification is so required to be made or the maintenance is so required to be performed.

**EXHIBIT C**  
**STIPULATED LOSS VALUE SCHEDULE**  
**PURSUANT TO SCHEDULE NO. 3 TO LEASE AGREEMENT DATED AS OF AUGUST 1, 2007**

**GREENBRIER LEASING COMPANY LLC, LESSOR**  
**ROSEBURG FOREST PRODUCTS CO., LESSEE**

The Stipulated Loss Value for any Car will be the amount determined by multiplying the applicable percentage set forth below by the Agreed Value of the Cars. The number of payments received shall be determined for each Car by the number of full calendar months of rental received by Lessor after commencement of the Initial Term of the Schedule.

Agreed Value of each Car: \$13,000.00 USD

<u>PAYMENTS RECEIVED</u>	<u>STIPULATED LOSS VALUE</u>	<u>PAYMENTS RECEIVED</u>	<u>STIPULATED LOSS VALUE</u>
1	99.92	31	87.85
2	99.57	32	87.40
3	99.21	33	86.95
4	98.85	34	86.50
5	98.49	35	86.00
6	98.13	36	85.50
7	97.77	37	85.00
8	97.42	38	84.50
9	97.06	39	84.00
10	96.70	40	83.50
11	96.30	41	83.00
12	95.90	42	82.50
13	95.50	43	82.00
14	95.10	44	81.50
15	94.70	45	81.00
16	94.30	46	80.50
17	93.90	47	79.93
18	93.50	48	79.37
19	93.10	49	78.80
20	92.70	50	78.23
21	92.30	51	77.67
22	91.90	52	77.10
23	91.45	53	76.53
24	91.00	54	75.97
25	90.55	55	75.40
26	90.10	56	74.83
27	89.65	57	74.27
28	89.20	58	73.70
29	88.75	59	73.07
30	88.30	60	72.43

In the event the number of payments received in relation to any Car subject to the Schedule exceeds 60, whether during the Initial Term or, unless otherwise agreed, any renewal or extension thereof or any holdover period, the percentage of the agreed value used to calculate the stipulated loss value for such Car shall be reduced by twenty-two one hundredths of a percentage point for each such additional payment received by Lessor; provided, however, that if the resulting stipulated loss value is less than the AAR Rule 107 depreciated value for such Car, Lessee shall pay the AAR Rule 107 depreciated value.

**CERTIFICATION**

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: May 7, 2015

*Edward M. Luria*

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Edward M. Luria