



Greenbrier Management Services, LLC

One Centerpointe Drive Suite 400  
Lake Oswego Oregon 97035  
503 684 7000 Fax 503 968 4383

December 2, 2014

Via e-mail to [Regena.Smith-Bernard@stb.dot.gov](mailto:Regena.Smith-Bernard@stb.dot.gov)

Attn: Regena Smith-Bernard  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Dear Regena:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301 is the Memorandum of Full Service Railcar Lease for Rider No. 1, effective November 1, 2010, a primary document as defined in the Rules for the Recordation of Documents, 49 C.F.R. Section 1177. Also enclosed is a payment authorization for \$43 to cover the required recordation fee.

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

Lessor: WL Ross-Greenbrier Rail I LLC  
One Centerpointe Drive, Suite 400  
Lake Oswego, Oregon 97035

Lessee: DeQueen and Eastern Railroad LLC  
10060 Skinner Lake Drive, 3<sup>rd</sup> Floor  
Jacksonville, FL 32246

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

Ninety-six (96) 73-foot centerpartition flatcars, 286,000 lbs. GRL, bearing the reporting marks and numbers AOK 21531 through AOK 29348, not inclusive, and as more particularly set forth in the Rail Equipment List attached to the Memorandum.

Please e-file this document

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

Memorandum of Full Service Railcar Lease for Rider No. 1

Surface Transportation Board  
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If you have any questions, please do not hesitate to call.

Sincerely,

GREENBRIER LEASING COMPANY LLC

/s/ Pamela Crawford

Pamela Crawford  
Paralegal

PNC  
Enclosures

RIDER NO. 1

This Rider No. 1 (the "Rider") is entered into this 1<sup>st</sup> day of February, 2012, and is effective as of November 1, 2010, pursuant to that certain Lease Agreement dated February 1, 2012, and effective as of November 1, 2010 (the "Lease"), by and between WL ROSS-GREENBRIER RAIL I LLC, a Delaware limited liability company, and DEQUEEN AND EASTERN RAILROAD COMPANY, an Arkansas corporation, a wholly owned subsidiary of Weyerhaeuser Company, a Washington corporation ("Lessee"), and is acknowledged by DeQueen and Eastern Railroad LLC, as the assignee of Lessee effective December 30, 2010.

- I. NUMBER OF CARS: Ninety-six (96).
- II. DESCRIPTION OF CARS: 73-foot centerpartition flatcars, designed for 286,000 lbs. GRL.
- III. CAR MARKS AND NUMBERS: As identified in the Rail Equipment List attached hereto as Exhibit A.
- IV. TERM: Each Car will be subject to the Lease and this Rider on the date of acceptance or otherwise in accordance with the Lease. The lease term will commence on the first of the month following delivery of the last Car (the "Commencement Date") and will continue thereafter for a term of thirty-six (36) months (the "Initial Term"), subject to Section XV of this Rider.
- V. CAR HIRE REVENUE MINIMUM: \$0.00 USD per Car per month.
- VI. LESSOR'S REVENUE: \$0.00 USD per Car per month.
- VII. SHARING REVENUE: Lessee is entitled to fifty percent (50%) of Sharing Revenue, calculated in accordance with Section 5 of the Agreement. Sharing Revenue, if any, shall be paid quarterly.
- VIII. LESSEE'S ON LINE RATE: The Cars will be zero-rated while on the lines of the Columbia and Cowlitz Railway Company (CLC), the DeQueen and Eastern Railroad (DQE), the Texas Oklahoma & Eastern Railroad (TOE), and the Golden Triangle Railroad (GTRA). Such on-line rates will be administered as "Special Market" rates in the monthly CHARM file. Lessee's Special Market rates may not be assigned or transferred to, or assumed by, any other party without prior written consent from Lessor.
- IX. ANTICIPATED DELIVERY PERIOD: Delivery will commence in November, 2010.
- X. POINT OF DELIVERY: The Cars will be delivered to interchange points on CLC and DQE lines. Transportation costs to the delivery point will be for Lessor's account.
- XI. RETURN POINT: Chicago, Illinois, or such other location as the parties may mutually agree.
- XII. THE CARS MAY BE USED ONLY FOR THE TRANSPORTATION OF THE FOLLOWING TYPES OF COMMODITIES: Wood products.
- XIII. IS A STIPULATED LOSS VALUE SCHEDULE ATTACHED TO AND MADE A PART OF THIS RIDER? No. Settlement for any lost, stolen, or destroyed Car shall occur in accordance with Section 9 of the Agreement. The Loss Value will be calculated in accordance with AAR Rule 107.
- XIV. LESSEE MAINTENANCE: In addition to its obligations with respect to repair and maintenance due to conditions other than ordinary wear and tear, Lessee shall be responsible for all maintenance and replacement costs associated with cables, corner protectors and winches. "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 AAR and FRA interchange condition.

XV. SPECIAL PROVISIONS: For purposes of this Rider, Section 5(d) of the Lease will not apply, and the following provision will apply:

Lessor shall have the right from time to time to terminate Lessee's use of some or all of the Cars and require their immediate return on thirty (30) days' prior written notice to Lessee. In such event, Lessee will cooperate with Lessor to route the affected Cars to the return point.

XVI. ADDRESSING OF NOTICES:

if to Lessor:

WL Ross-Greenbrier Rail I LLC  
c/o Greenbrier Management Services, LLC  
One Centerpointe Drive, Suite 200  
Lake Oswego, OR 97035  
Attention: Equipment Accounting

if to Lessee:

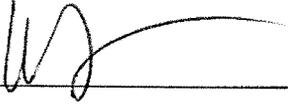
DeQueen and Eastern Railroad LLC  
c/o Tom Williams  
Weyerhaeuser Railroads  
412 E. Lockesburg Street  
DeQueen, AR 71832

LESSOR:

WL ROSS-GREENBRIER RAIL I LLC

LESSEE:

DEQUEEN AND EASTERN RAILROAD COMPANY,  
a wholly owned subsidiary of Weyerhaeuser Company

BY:  \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY:  \_\_\_\_\_

NAME: DAVID C. EBERMANN

TITLE: VP OPERATIONS WEST REGION

ACKNOWLEDGED:

DEQUEEN AND EASTERN RAILROAD LLC,  
as Assignee

BY:  \_\_\_\_\_

NAME: DAVID C. EBERMANN

TITLE: VP OPERATIONS WEST REGION

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## EXHIBIT A

### Rail Equipment List

Mark	Number	Mark	Number	Mark	Number
AOK	21531	AOK	29194	AOK	29269
AOK	21540	AOK	29195	AOK	29270
AOK	21546	AOK	29197	AOK	29273
AOK	21552	AOK	29199	AOK	29285
AOK	21561	AOK	29200	AOK	29287
AOK	21564	AOK	29201	AOK	29288
AOK	21568	AOK	29203	AOK	29289
AOK	21569	AOK	29208	AOK	29296
AOK	21571	AOK	29210	AOK	29297
AOK	29150	AOK	29212	AOK	29301
AOK	29151	AOK	29214	AOK	29302
AOK	29152	AOK	29219	AOK	29304
AOK	29153	AOK	29222	AOK	29305
AOK	29154	AOK	29223	AOK	29307
AOK	29155	AOK	29225	AOK	29311
AOK	29157	AOK	29231	AOK	29312
AOK	29158	AOK	29233	AOK	29313
AOK	29160	AOK	29238	AOK	29315
AOK	29161	AOK	29239	AOK	29317
AOK	29162	AOK	29240	AOK	29319
AOK	29165	AOK	29241	AOK	29322
AOK	29167	AOK	29242	AOK	29325
AOK	29171	AOK	29243	AOK	29328
AOK	29172	AOK	29245	AOK	29329
AOK	29173	AOK	29246	AOK	29330
AOK	29175	AOK	29251	AOK	29336
AOK	29177	AOK	29252	AOK	29338
AOK	29180	AOK	29253	AOK	29341
AOK	29182	AOK	29260	AOK	29342
AOK	29184	AOK	29263	AOK	29343
AOK	29186	AOK	29264	AOK	29345
AOK	29189	AOK	29268	AOK	29348
				<b>Total</b>	<b>96 Cars</b>