

GREENBRIER
LEASING COMPANY LLC

Greenbrier Leasing Company, LLC

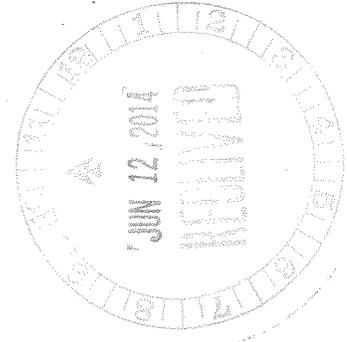
One Centerpointe Drive Suite 200
Lake Oswego Oregon 97035
503 684 7000 Fax 503 684 7553

RECORDATION NO. 30757-A FILED

JUN 12 '14 -1 26 PM

June 9, 2014

SURFACE TRANSPORTATION BOARD



VIA FEDERAL EXPRESS

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 are one (1) original and four (4) photocopies of an Amendment to Memorandum of Schedule No. 2 dated effective as of May 1, 2013, to Master Full Service Railcar Lease dated as of December 14, 2012 and effective as of April 29, 2010, a secondary document as defined in the Rules for the Recordation of Documents, 49 C.F.R. Section 1177. Payment for the required recordation fee of \$44.00 USD is also enclosed.

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: CSX Transportation, Inc.
500 Water Street, J222
Jacksonville, FL 32202

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

One hundred ninety-nine (199) 42-foot single covered coil cars marked and numbered as follows: AOK 494500 through AOK 494699, excluding 494648.

Please return stamped copies of the enclosed document not needed for your files to the undersigned.

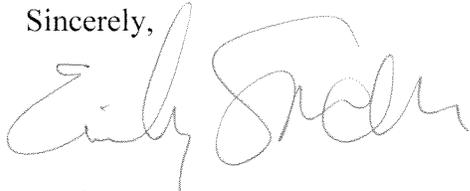
Section Chief
Surface Transportation Board
June 9, 2014
Page 2

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

Amendment to Memorandum of Full Service Railcar Lease for Schedule No. 02

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Emily Swensen".

Emily Swensen
Paralegal
(503) 670-3113

ERS:ms
Enclosures

cc: Edward M. Luria, Esq.

JUN 12 '14 -1 26 PM

SURFACE TRANSPORTATION BOARD

AMENDMENT TO MEMORANDUM OF FULL SERVICE RAILCAR LEASE

Amendment dated as of May 1, 2013 to the Memorandum of Schedule No. 02 dated effective as of May 1, 2011 (the "Lease Memorandum") to a Master Full Service Railcar Lease dated as of December 14, 2012 and effective April 29, 2010 by and between WL ROSS-GREENBRIER RAIL I LLC, a Delaware limited liability company (the "Lessor") and CSX TRANSPORTATION, INC., a Virginia corporation (the "Lessee").

WHEREAS, Lessor and Lessee executed the Lease Memorandum describing the lease of one hundred ninety-nine (199) 42-foot single covered coil railcars; and

WHEREAS, Lessor and Lessee wish to amend the Lease Memorandum to conform to an amendment to the underlying lease documenting the remarking of one of the railcars.

NOW THEREFORE, Lessor and Lessee hereby amend the Lease Memorandum as follows:

- 1. Delete Paragraph 1 in its entirety and add a new Paragraph 1 as follows:
 - 1. Lessor has agreed to furnish to Lessee, and the Lessee has agreed to lease from Lessor, one hundred ninety-nine (199) 42-foot Single Covered Coil Cars, 286,000 GRL, bearing reporting marks and numbers as follows: AOK 494500 through AOK 494699, excluding AOK 494648.
- 2. All other terms and conditions of the Lease Memorandum not specifically amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their respective officers as of the date and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Lessor by authority of its Manager and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessor. I further declare under penalty of perjury that the foregoing is true and correct.

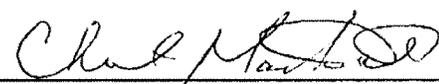
WL ROSS-GREENBRIER RAIL I LLC

By: 

Title: Vice President

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Lessee by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessee. I further declare under penalty of perjury that the foregoing is true and correct.

CSX TRANSPORTATION, INC.

By: 

Title: NEC Leasing & Trust