

NEW NUMBER -A

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD*
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE*
GEORGE JOHN KETO*
MILTON C. GRACE*
JAMES C. MARTIN, JR.*

LAW OFFICES
ALVORD AND ALVORD
200 WORLD CENTER BUILDING
918 SIXTEENTH STREET, N.W.
WASHINGTON, D.C.
20006-2973

OF COUNSEL
JESS LARSON
JOHN L. INGOLDSBY
URBAN A. LESTER
CABLE ADDRESS
"ALVORD"
TELEPHONE
AREA CODE 202
393-2266

*NOT A MEMBER OF D.C. BAR
*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN OHIO
*ALSO ADMITTED IN MARYLAND

January 14, 1988 INTERSTATE COMMERCE COMMISSION

8-015A013

Ms. Noreta R. McGee, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

15473-A

JAN 22 1988
20.00

Dear Ms. McGee:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two copies each of a Chattel Mortgage and Security Agreement dated December 31, 1987, a primary document, and an Assignment and Agreement dated December 31, 1987, a secondary document relating to the foregoing primary document.

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

Mortgagor/Assignor

James-Furman & Company, a general partnership
consisting of Alan James and William A. Furman
One Centerpointe Drive
Lake Oswego, Oregon 97035

Mortgagee/Assignee

Greyhound Financial Corporation
Greyhound Tower
Phoenix, Arizona 85077

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

In connection with the indexing of the enclosed documents in the Recordation Register, will you kindly enter the names of Alan James and William A. Furman as well as James Furman & Company and Greyhound Financial Corporation.

Also enclosed is a check in the amount of \$20.00 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Copy to report - C.T. Kappler

JAN 15 12 58 PM '88
TOP OF PAGE

Ms. Noreta R. McGee
Interstate Commerce Commission
January 14, 1988

2.

Kindly return stamped copies of the enclosed documents to Charles T. Kappler, Esq., Alvord and Alvord, 200 World Center Building, 918 Sixteenth Street, N. W., Washington, D. C. 20006.

A short summary of the enclosed primary and secondary documents to appear in the Commission's Index is:

Chattel Mortgage and Security Agreement dated December 31, 1987 between James-Furman & Company, a general partnership consisting of Alan Jones and William A. Furman, Mortgagor, and Greyhound Financial Corporation, Mortgagee; and Assignment and Agreement dated December 31, 1987 between the same parties, both documents covering fifty (50) 70-ton boxcars bearing WCRC marks and numbers.

Very truly yours,


Charles T. Kappler

Enclosures

JAN 15 1988 - 1 09 PM

ASSIGNMENT AND AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND AGREEMENT ("Assignment") made and entered into this 31st day of December, 1987, between JAMES-FURMAN & COMPANY, an Oregon general partnership ("Assignor") and GREYHOUND FINANCIAL CORPORATION, a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor, as Borrower, and Assignee, as Lender, did enter into a certain Loan and Security Agreement ("Agreement"), dated as of the date hereof providing for the loan by Lender to Borrower therein set forth secured by a Security Interest in certain collateral including inter alia, equipment ("Equipment") described in the Agreement; and

WHEREAS, Assignor has entered into a Lease Agreement dated 4th of June, 1987 ("Lease") with STS Maxi-Cube Inc., an Oregon corporation ("Lessee") for the Equipment specified in said Lease ("Equipment"); and

WHEREAS, Assignee is willing to consent to the aforementioned Lease provided (i) Assignor will continue to remain responsible and liable under the Agreement for the full and complete performance of all of Assignor's obligations thereunder as lessor and (ii) Assignor assigns to Assignee the Lease as herein provided.

NOW, THEREFORE, Assignor and Assignee hereby mutually covenant and agree as follows:

1. GRANT. Assignor does hereby pledge, grant, sell, transfer and assign to Assignee all of the right, title and interest of Assignor in and to the Lease and any and all other leases of the Equipment now existing or hereafter arising together with all rentals, payments, income, profits and insurance proceeds ("Payments") now due and which may hereafter become due to Assignor by virtue of said Lease or said other leases and Assignor hereby irrevocably appoints Assignee as Assignor's true and lawful attorney in its name and stead (with or without taking possession of the Equipment), to enforce said Lease or other leases and to collect all of said Payments.

2. SECURITY. This Assignment is for the purpose of securing:

(a) Payment in full of all sums together with interest thereupon becoming due and payable to Assignee under the provisions of the Agreement and the Documents (as defined in the Agreement) and hereof; and

(b) Performance and discharge of each and every obligation, covenant, condition and agreement of Assignor contained in said Agreement and said Documents and herein.

3. REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants to Assignee that:

(a) Notwithstanding this Assignment, and the exercise by Assignee of any rights assigned hereunder, Assignor will nevertheless, at all times for the duration of the Lease at its sole cost and expense (i) remain fully obligated and liable under the Agreement and the Documents and faithfully abide by, perform and discharge each and every obligation, covenant, condition and agreement of Assignor and (ii) use reasonable diligence to enforce or secure the performance of each and every obligation, covenant, condition, and agreement of the Lease to be performed by Assignor and by Lessee thereunder.

(b) No Payment under the Lease has been or will be forgiven, released, reduced or discounted, or otherwise discharged or compromised by Assignor.

(c) Assignor is the sole party entitled to receive said payments, and to enjoy all the other rights and benefits mentioned herein and the same have not been heretofore nor will they be hereinafter granted, sold, transferred or assigned by Assignor and Assignor has the right to grant, sell, transfer and assign the same and to grant and confer upon Assignee the rights, interest, powers and/or authority herein granted and conferred.

(d) Assignor will not modify, alter or amend the Lease without the written consent of Assignee thereto being first obtained.

(e) (i) Assignor has the full power and legal right to make this Assignment and all proceedings necessary to authorize this Assignment have been taken; (ii) the Lease is in full force and effect, all Equipment has been delivered to and accepted by the Lessee pursuant to the Lease and neither Assignor nor Lessee is in default thereunder; (iii) the Agreement and the Documents are in full force and effect and Assignor is not in default thereunder; (iv) the Lease is and

will continue to be valid, binding and enforceable against Assignor and Lessee in accordance with its terms; (v) the Agreement and the Documents are and will continue to be valid, binding and enforceable against Assignor in accordance with their terms; and (vi) Lessee has consented to this Assignment, by the execution of the Consent, attached hereto as Exhibit A and made a part hereof.

(f) Assignor will execute and deliver, immediately upon the request of Assignee, all such further assurances of assignment of the Lease as Assignee shall from time to time require, and will pay all recording and filing fees or other charges that may be incident to or may arise out of the recording of the same or of this Assignment. Assignor will execute upon request any and all instruments requested by Assignee to carry this Assignment into effect or to accomplish any other purposes deemed by Assignee to be necessary or appropriate in connection with this Assignment and for these purposes hereby confers on Assignee the power to execute in Assignor's name and stead all such instruments.

(g) The Lease is a true lease and not an installment sale.

4. EXERCISE OF RIGHTS.

(a) Although it is the intention of the parties that this Assignment shall be a present assignment, it is understood and agreed that Assignee will not exercise any of its rights and powers hereunder until and unless there shall occur an Event of Default (as defined in the Agreement and the Documents) or a default in the performance of any obligation, covenant, condition or agreement hereunder, and so long as none of the same shall occur, Assignor shall have the right to collect, but not in advance of their due date, all Payments due under the Lease.

(b) If an Event of Default shall occur or there shall occur a default in the performance of any obligation, covenant, condition or agreement hereunder, not cured as provided herein and therein, Assignee may, at its option enforce any and all such action it deems proper or necessary to collect the Payments from Lessee and to retain use and enjoy same. In furtherance thereof, Assignee may make, cancel, enforce or modify the Lease, and do any acts or things which Assignee deems proper to protect the security hereof, and may in its own name or Assignor's name, sue for or otherwise collect and receive the Payments, including those past due and unpaid, and apply the same in accordance with the provisions of this Assignment.

(c) Assignee in the exercise of the rights and powers conferred upon it by this Assignment shall have the full power to hold, use and apply all of the Payments, to the payment of or on account of any sums due under the Agreement and the Documents referred to therein and any cost and expense of collection, including reasonable attorneys' fees, all in such order as Assignee in its sole discretion may determine.

5. NO LIABILITY OF ASSIGNEE. This Assignment shall not operate to increase Assignee's obligations or liabilities or decrease Assignee's rights and remedies under the Agreement and the Documents. In the exercise of the powers herein granted to Assignee, no liabilities shall be asserted or enforced against Assignee, all such liabilities being herein expressly waived and released by Assignor and Assignee shall not be responsible for any loss, liability or damage under the Lease, or under or by reason of this Assignment. Should Assignee incur any such liability, loss or damage or in the defense of any claims or demands whatsoever asserted against Assignee under the Lease or under or by reason of this Assignment, the amount thereof, including costs, expenses and attorneys' fees, shall be additional sums secured hereby, shall bear interest at the Overdue Rate specified in the Agreement and the Documents and Assignor agrees that it shall reimburse Assignee therefor immediately upon demand.

6. AUTHORIZATION TO RECOGNIZE CLAIMS OF ASSIGNEE. Lessee is hereby authorized to recognize the claims of Assignee hereunder when made under the sole signature of Assignee, without investigating the reason for any action taken by Assignee, or the validity of the amounts due and owing to Assignee, or the existence of any default in the Agreement, the Documents or hereunder, or the application to be made by Assignee of any amount to be paid to Assignee. Checks for all or any part of the payments collected under this Assignment shall be drawn at Assignee's option to the exclusive order of Assignee.

7. NATURE OF REMEDIES. The remedies herein set forth shall be deemed special remedies given to Assignee and shall not be deemed exclusive of any other remedies granted in the Agreement, the Documents, or by law, which shall be cumulative with the remedies herein granted. Any right or remedy exercised hereunder by Assignee including, without limitation, the collection of the Payments and the application thereof as aforesaid shall not cure, modify or waive any default or any notice thereof under the Agreement or the Documents or invalidate any act done pursuant to such notice. No delay or failure of Assignee to exercise any right or remedy hereunder or under the Agreement, or under the Documents, or under the Lease, shall be deemed to be a waiver thereof and the

single or partial exercise by Assignee of any right or remedy hereunder, under the Agreement, the Documents or the Lease shall not preclude other or further exercise thereof or the exercise of any other right of remedy at any time.

8. CROSS DEFAULT. Any default by Assignor in the performance of any obligation, covenant, condition or agreement herein contained shall at Assignee's option, constitute and be deemed an Event of Default under the terms of the Agreement and the Documents entitling Assignee to every and all rights and remedies contained therein.

9. BINDING. This Assignment and each and every covenant, agreement and other provision hereof shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

10. DURATION. This Assignment shall continue in full force and effect until the payment in full of all sums due to Assignee under the Agreement and the Documents, and the performance and discharge of each and every obligation, covenant, condition and agreement of Assignor thereunder and hereunder.

11. ENFORCEABILITY. The enforceability, illegality or invalidity of any provision hereof shall not render any other provision of provisions herein contained unenforceable, illegal or invalid provision had never been contained herein.

12. CONDITIONS. Concurrently with the execution of this Assignment, Assignor will deliver to Assignee, at its sole cost and expense, the favorable opinion of its independent legal counsel acceptable to Assignee confirming that:

(a) The Lease is in full force and effect and the Assignor and to counsel's knowledge the Lessee are not in default thereunder.

(b) The execution and delivery of this Assignment by Assignor have been duly authorized and this Assignment and the Lease each are legal, valid, binding and enforceable against Assignor and Lessee in accordance with the respective terms.

(c) No consents, authorizations or approvals of third parties including, without limitation, governmental authorities are or will be required as a condition to the validity of this Assignment.

(d) The execution, delivery and performance of this Assignment will not contravene any provision of law, statute, rule, regulation or agreement or other instrument or

undertaking, order, decree, judgment, finding, franchise or permit applicable to Assignor or to which Assignor is a party or by which it is bound.

13. NOTICES. All notices hereunder shall be in writing and shall be deemed to have been duly given if sent as provided in the Agreement.

14. CHOICE OF LAW. This Assignment shall be governed by, construed and enforced in accordance with the Uniform Commercial Code in effect from time to time in the State of Arizona.

15. ASSIGNEE'S ACCEPTANCE AND CONSENT. Assignee hereby accepts this Assignment and consents to the Lease PROVIDED THAT Assignor remains fully responsible and liable for the full, complete and faithful performance of all of the terms, conditions and covenants in the Documents, as Borrower and Mortgagor, and in the Lease, as Lessor, and on the understanding that no further lease, sublease or assignment of Assignor's interest in and to the Lease and Equipment may be made without Assignee's further written consent.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in the names as of the day and year first above written.

"Assignor"

"Assignee"

JAMES-FURMAN & COMPANY,

GREYHOUND FINANCIAL CORPORATION

By Alan James
Name:
General Partner:

By Alan L. Liebowitz
~~Vice President~~
ALAN L. LIEBOWITZ
Attorney-in-fact

By Whit A. Furman
Name:
General Partner:

STATE OF OREGON)
) SS
COUNTY OF CLACKAMAS)

On this 31st day of December, 1987, before me personally appeared Alan James, to me personally known, who being by me duly sworn, says that he is a General Partner of JAMES-FURMAN & COMPANY, an Oregon general partnership, that the foregoing instrument was signed on behalf of said partnership and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership on behalf of said partnership.

My commission expires: 5/28/90 Janet E. Hudson
Notary Public

[SEAL]

STATE OF OREGON)
) SS
COUNTY OF CLACKAMAS)

On this 31st day of December, 1987, before me personally appeared William A. Furman, to me personally known, who being by me duly sworn, says that he is a General Partner of JAMES-FURMAN & COMPANY, an Oregon general partnership, that the foregoing instrument was signed on behalf of said partnership and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership on behalf of said partnership.

My commission expires: 5/28/90 Janet E. Hudson
Notary Public

[SEAL]

ASSIGNMENT AND AGREEMENT

THIS ASSIGNMENT AND AGREEMENT ("Assignment") made and entered into this 31st day of December, 1987, between JAMES-FURMAN & COMPANY, an Oregon general partnership ("Assignor") and GREYHOUND FINANCIAL CORPORATION, a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor, as Borrower, and Assignee, as Lender, did enter into a certain Loan and Security Agreement ("Agreement"), dated as of the date hereof providing for the loan by Lender to Borrower therein set forth secured by a Security Interest in certain collateral including inter alia, equipment ("Equipment") described in the Agreement; and

WHEREAS, Assignor has entered into a Lease Agreement dated 4th of June, 1987 ("Lease") with STS Maxi-Cube Inc., an Oregon corporation ("Lessee") for the Equipment specified in said Lease ("Equipment"); and

WHEREAS, Assignee is willing to consent to the aforementioned Lease provided (i) Assignor will continue to remain responsible and liable under the Agreement for the full and complete performance of all of Assignor's obligations thereunder as lessor and (ii) Assignor assigns to Assignee the Lease as herein provided.

NOW, THEREFORE, Assignor and Assignee hereby mutually covenant and agree as follows:

1. GRANT. Assignor does hereby pledge, grant, sell, transfer and assign to Assignee all of the right, title and interest of Assignor in and to the Lease and any and all other leases of the Equipment now existing or hereafter arising together with all rentals, payments, income, profits and insurance proceeds ("Payments") now due and which may hereafter become due to Assignor by virtue of said Lease or said other leases and Assignor hereby irrevocably appoints Assignee as Assignor's true and lawful attorney in its name and stead (with or without taking possession of the Equipment), to enforce said Lease or other leases and to collect all of said Payments.

2. SECURITY. This Assignment is for the purpose of securing:

(a) Payment in full of all sums together with interest thereupon becoming due and payable to Assignee under the provisions of the Agreement and the Documents (as defined in the Agreement) and hereof; and

(b) Performance and discharge of each and every obligation, covenant, condition and agreement of Assignor contained in said Agreement and said Documents and herein.

3. REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants to Assignee that:

(a) Notwithstanding this Assignment, and the exercise by Assignee of any rights assigned hereunder, Assignor will nevertheless, at all times for the duration of the Lease at its sole cost and expense (i) remain fully obligated and liable under the Agreement and the Documents and faithfully abide by, perform and discharge each and every obligation, covenant, condition and agreement of Assignor and (ii) use reasonable diligence to enforce or secure the performance of each and every obligation, covenant, condition, and agreement of the Lease to be performed by Assignor and by Lessee thereunder.

(b) No Payment under the Lease has been or will be forgiven, released, reduced or discounted, or otherwise discharged or compromised by Assignor.

(c) Assignor is the sole party entitled to receive said payments, and to enjoy all the other rights and benefits mentioned herein and the same have not been heretofore nor will they be hereinafter granted, sold, transferred or assigned by Assignor and Assignor has the right to grant, sell, transfer and assign the same and to grant and confer upon Assignee the rights, interest, powers and/or authority herein granted and conferred.

(d) Assignor will not modify, alter or amend the Lease without the written consent of Assignee thereto being first obtained.

(e) (i) Assignor has the full power and legal right to make this Assignment and all proceedings necessary to authorize this Assignment have been taken; (ii) the Lease is in full force and effect, all Equipment has been delivered to and accepted by the Lessee pursuant to the Lease and neither Assignor nor Lessee is in default thereunder; (iii) the Agreement and the Documents are in full force and effect and Assignor is not in default thereunder; (iv) the Lease is and

will continue to be valid, binding and enforceable against Assignor and Lessee in accordance with its terms; (v) the Agreement and the Documents are and will continue to be valid, binding and enforceable against Assignor in accordance with their terms; and (vi) Lessee has consented to this Assignment, by the execution of the Consent, attached hereto as Exhibit A and made a part hereof.

(f) Assignor will execute and deliver, immediately upon the request of Assignee, all such further assurances of assignment of the Lease as Assignee shall from time to time require, and will pay all recording and filing fees or other charges that may be incident to or may arise out of the recording of the same or of this Assignment. Assignor will execute upon request any and all instruments requested by Assignee to carry this Assignment into effect or to accomplish any other purposes deemed by Assignee to be necessary or appropriate in connection with this Assignment and for these purposes hereby confers on Assignee the power to execute in Assignor's name and stead all such instruments.

(g) The Lease is a true lease and not an installment sale.

4. EXERCISE OF RIGHTS.

(a) Although it is the intention of the parties that this Assignment shall be a present assignment, it is understood and agreed that Assignee will not exercise any of its rights and powers hereunder until and unless there shall occur an Event of Default (as defined in the Agreement and the Documents) or a default in the performance of any obligation, covenant, condition or agreement hereunder, and so long as none of the same shall occur, Assignor shall have the right to collect, but not in advance of their due date, all Payments due under the Lease.

(b) If an Event of Default shall occur or there shall occur a default in the performance of any obligation, covenant, condition or agreement hereunder, not cured as provided herein and therein, Assignee may, at its option enforce any and all such action it deems proper or necessary to collect the Payments from Lessee and to retain use and enjoy same. In furtherance thereof, Assignee may make, cancel, enforce or modify the Lease, and do any acts or things which Assignee deems proper to protect the security hereof, and may in its own name or Assignor's name, sue for or otherwise collect and receive the Payments, including those past due and unpaid, and apply the same in accordance with the provisions of this Assignment.

(c) Assignee in the exercise of the rights and powers conferred upon it by this Assignment shall have the full power to hold, use and apply all of the Payments, to the payment of or on account of any sums due under the Agreement and the Documents referred to therein and any cost and expense of collection, including reasonable attorneys' fees, all in such order as Assignee in its sole discretion may determine.

5. NO LIABILITY OF ASSIGNEE. This Assignment shall not operate to increase Assignee's obligations or liabilities or decrease Assignee's rights and remedies under the Agreement and the Documents. In the exercise of the powers herein granted to Assignee, no liabilities shall be asserted or enforced against Assignee, all such liabilities being herein expressly waived and released by Assignor and Assignee shall not be responsible for any loss, liability or damage under the Lease, or under or by reason of this Assignment. Should Assignee incur any such liability, loss or damage or in the defense of any claims or demands whatsoever asserted against Assignee under the Lease or under or by reason of this Assignment, the amount thereof, including costs, expenses and attorneys' fees, shall be additional sums secured hereby, shall bear interest at the Overdue Rate specified in the Agreement and the Documents and Assignor agrees that it shall reimburse Assignee therefor immediately upon demand.

6. AUTHORIZATION TO RECOGNIZE CLAIMS OF ASSIGNEE. Lessee is hereby authorized to recognize the claims of Assignee hereunder when made under the sole signature of Assignee, without investigating the reason for any action taken by Assignee, or the validity of the amounts due and owing to Assignee, or the existence of any default in the Agreement, the Documents or hereunder, or the application to be made by Assignee of any amount to be paid to Assignee. Checks for all or any part of the payments collected under this Assignment shall be drawn at Assignee's option to the exclusive order of Assignee.

7. NATURE OF REMEDIES. The remedies herein set forth shall be deemed special remedies given to Assignee and shall not be deemed exclusive of any other remedies granted in the Agreement, the Documents, or by law, which shall be cumulative with the remedies herein granted. Any right or remedy exercised hereunder by Assignee including, without limitation, the collection of the Payments and the application thereof as aforesaid shall not cure, modify or waive any default or any notice thereof under the Agreement or the Documents or invalidate any act done pursuant to such notice. No delay or failure of Assignee to exercise any right or remedy hereunder or under the Agreement, or under the Documents, or under the Lease, shall be deemed to be a waiver thereof and the

single or partial exercise by Assignee of any right or remedy hereunder, under the Agreement, the Documents or the Lease shall not preclude other or further exercise thereof or the exercise of any other right of remedy at any time.

8. CROSS DEFAULT. Any default by Assignor in the performance of any obligation, covenant, condition or agreement herein contained shall at Assignee's option, constitute and be deemed an Event of Default under the terms of the Agreement and the Documents entitling Assignee to every and all rights and remedies contained therein.

9. BINDING. This Assignment and each and every covenant, agreement and other provision hereof shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

10. DURATION. This Assignment shall continue in full force and effect until the payment in full of all sums due to Assignee under the Agreement and the Documents, and the performance and discharge of each and every obligation, covenant, condition and agreement of Assignor thereunder and hereunder.

11. ENFORCEABILITY. The enforceability, illegality or invalidity of any provision hereof shall not render any other provision of provisions herein contained unenforceable, illegal or invalid provision had never been contained herein.

12. CONDITIONS. Concurrently with the execution of this Assignment, Assignor will deliver to Assignee, at its sole cost and expense, the favorable opinion of its independent legal counsel acceptable to Assignee confirming that:

(a) The Lease is in full force and effect and the Assignor and to counsel's knowledge the Lessee are not in default thereunder.

(b) The execution and delivery of this Assignment by Assignor have been duly authorized and this Assignment and the Lease each are legal, valid, binding and enforceable against Assignor and Lessee in accordance with the respective terms.

(c) No consents, authorizations or approvals of third parties including, without limitation, governmental authorities are or will be required as a condition to the validity of this Assignment.

(d) The execution, delivery and performance of this Assignment will not contravene any provision of law, statute, rule, regulation or agreement or other instrument or

undertaking, order, decree, judgment, finding, franchise or permit applicable to Assignor or to which Assignor is a party or by which it is bound.

13. NOTICES. All notices hereunder shall be in writing and shall be deemed to have been duly given if sent as provided in the Agreement.

14. CHOICE OF LAW. This Assignment shall be governed by, construed and enforced in accordance with the Uniform Commercial Code in effect from time to time in the State of Arizona.

15. ASSIGNEE'S ACCEPTANCE AND CONSENT. Assignee hereby accepts this Assignment and consents to the Lease PROVIDED THAT Assignor remains fully responsible and liable for the full, complete and faithful performance of all of the terms, conditions and covenants in the Documents, as Borrower and Mortgagor, and in the Lease, as Lessor, and on the understanding that no further lease, sublease or assignment of Assignor's interest in and to the Lease and Equipment may be made without Assignee's further written consent.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in the names as of the day and year first above written.

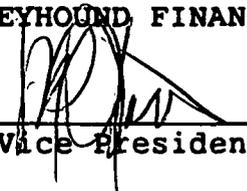
"Assignor"

"Assignee"

JAMES-FURMAN & COMPANY,

GREYHOUND FINANCIAL CORPORATION

By _____
Name:
General Partner:

By  _____ *Kom*
Senior Vice President

By _____
Name:
General Partner:


Senior Attorney

State of Arizona)
County of Maricopa) ss:

On this 13th day of January, 1987, before me personally appeared M. G. Roth and ALAN L. LIEBOWITZ respectively, of Raymond Rail Corp. the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were duly elected, qualified and acting as said officers of the corporation, that they were authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN UNDER my hand and official seal hereto affixed the day and year above written.

Dana L. Glib
Notary Public

My commission expires:

My Commission Expires Nov. 29, 1988

CONSENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, STS MAXI-CUBE INC. ("Lessee") hereby consents to the Assignment and Agreement ("Assignment") dated the date hereof, by and between JAMES-FURMAN & COMPANY ("Assignor") and GREYHOUND FINANCIAL CORPORATION ("Assignee"), and hereby represents, warrants and agrees as follows:

1. That Assignor and Assignee have entered into the Loan and Security Agreement dated December _____, 1987 ("Agreement") and that the Lease Agreement dated 4th day of June, 1987 ("Lease") by and between Assignor and Lessee is subject to and subordinate to the Agreement and the rights of the Assignee thereunder.

2. The Lease and any and all Schedules thereto have been duly authorized, executed and delivered by Lessee, are in full force and effect and are legal, valid, binding and enforceable against Lessee and Lessee is not in default thereunder.

3. To make all payments under the Lease as directed by Assignee upon being advised by Assignee to do so as a result of the occurrence of an Event of Default (as defined in the Agreement).

4. That Lessee's obligations and liabilities under the Lease to the Assignee are absolute and unconditional, the Lease will not terminate by operation of law or otherwise nor shall Lessee be entitled to any abatement, reduction, recoupment, defense, set-off, deduction or counterclaim available to Lessee for breach of warranty or for any other reason whatsoever, nor shall any obligation of Lessee under the Lease be affected for any reason whatsoever no matter how, when or against whom asserted, arising or claimed; Lessee shall not institute any action or claim against Assignee for any alleged breach of the Lease.

5. That the Equipment (described in the Equipment Schedule annexed to the Lease), has been accepted by Lessee under the Lease and Lessee is in sole and exclusive possession thereof.

6. That all obligations and covenants of Assignor under the Lease shall be Assignor's only and Lessee agrees to look solely to Assignor, and not to Assignee, for the performance thereof.

7. That Assignor is not Assignee's agent for any purpose.

8. Lessee has not dealt with any person, firm or entity other than Assignor and Assignee who have asserted any ownership or security interest or lien on the Equipment.

9. Lessee has received a copy of the Assignment and is familiar with its terms.

IN WITNESS WHEREOF, this Consent has been executed by Lessee as of December _____, 1987.

STS MAXI-CUBE, INC.
an Oregon corporation

"Lessee"

By: 
Its: *Secretary*

By: 
Its: *President*

Address: Wilsonville, Oregon
97070

STATE OF Oregon)
)
County of Clackamas) ss.

On this 30th day of December, 1987, before me personally appeared Timothy H. Lee, to me known to be the person described in and who executed the foregoing instrument in his name and he acknowledged that he executed the same as his free act and deed.

Janet E. Hudson
Notary Public

My Commission Expires:

5/28/90

STATE OF Oregon)
)
County of Clackamas) ss.

On this 4th day of January, 1988, before me personally appeared Bill Kirkpatrick, to me known to be the person described in, and who executed the foregoing instrument in his name and he acknowledged that he executed the same as his free act and deed.

Janet E. Hudson
Notary Public

My Commission Expires:

5/28/90