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LAW OFFICES

ALVORD AND ALVORD

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March 28, 1983

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Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C.

MAR 28 1983

Date

Dear Ms. Mergenovich:

Fee \$ 10.00

O. A.
100 Washington, D.C.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303 are two original copies and two photocopies of an Amendment to Assignment dated as of November 1, 1982, a "secondary document" as that term is defined in 49 C.F.R. §1116.1(b). The enclosed document amends an Assignment of Lease dated as of August 10, 1982 which was duly filed and recorded at 3:40 p.m. on September 23, 1982 and assigned Recordation Number 13798-A.

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

Assignor: Greenbrier Leasing Corporation
503 High Street
Oregon City, Oregon 97045

Assignee: Schroder Leasing Corporation
One State Street
New York, New York 10004

Kindly return the stamped copies of the enclosed document not needed for your files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006 or the bearer hereof.

Also enclosed is a check in the amount of \$10 covering the required recordation fee.

Very truly yours,

Charles T. Kappler
Charles T. Kappler

RECEIVED
MAR 29 12 37 PM '83
FEE OPERATION BUREAU

*Quinty...
E. T. Kappler*

RECORDATION NO. 13798 C
Filed 1425

MAR 28 1983 - 2 45 Pm

AMENDMENT TO ASSIGNMENT

INTERSTATE COMMERCE COMMISSION

This Amendment to Assignment dated as of November 1, 1982 is entered into by and among SCHRODER LEASING CORPORATION, a New York corporation having its principal place of business at One State Street, New York, New York 10004 ("Lender"); GREENBRIER LEASING CORPORATION, a Delaware corporation having its principal place of business at 503 High Street, Oregon City, Oregon 97045 ("Company"); and JAMES-FURMAN & COMPANY, a Delaware corporation having its principal place of business at 503 High Street, Oregon City, Oregon 97045 ("James-Furman").

WHEREAS, Lender, Company and James-Furman are parties to an assignment, dated as of August 10, 1982 (the "Assignment") filed at the Interstate Commerce Commission and recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on September 23, 1982 at 3:20 P.M., and assigned recordation number 13798.A; and

WHEREAS, concurrently with the execution and delivery of this Amendment to Assignment by Lender, Company and James-Furman, Company is entering into (i) a purchase agreement (the "Purchase Agreement") between Company and California Group Services, a California

corporation ("CGS"), providing for the sale by Company of 120 of the railroad cars referred to in the Loan Agreement between Lender, Company and James-Furman dated as of August 10, 1982 (such 120 cars called herein the "CGS Cars"); (ii) a reconditioning agreement between Company and CGS, providing for Company, as contractor, to recondition and modify the CGS Cars for CGS (the "Reconditioning Agreement"); and (iii) a railroad equipment lease between Company, as lessee, and CGS, as lessor, providing, among other things, for the lease of the CGS Cars from CGS to Company (the "CGS Lease"), and Lender and CGS are entering into other agreements relating to the CGS Cars; and

WHEREAS, the agreements now being made with regard to the CGS Cars make it necessary and desirable for Lender, Company and James-Furman to amend and supplement the Assignment.

NOW, THEREFORE, Lender, Company and James-Furman agree as follows:

Section 1. Definitions. Unless otherwise described or defined, the capitalized terms used in this Amendment to Assignment shall have the same meaning as the same terms in the Loan Agreement and the Participation Agreement among the parties hereto dated as of August 10,

1982 and August 30, 1982, respectively, both as amended as of November 1, 1982.

Section 2. Amendment of Article II of the Preamble of the Assignment. Article II of the preamble of the Assignment is hereby amended to include the following provision in addition to the provisions heretofore contained therein:

"Company is a party to a lease transaction (the "CGS Lease") with California Group Services ("CGS") under which it is the Lessee and CGS is the Lessor of 120 of the Cars (the "CGS Cars")."

Section 3. Amendment of Article 1 of the Assignment. Article 1 of the Assignment is hereby amended to read as follows:

"Company hereby assigns to Lender, its successors and assigns, all of the Company's right, title and interest in and to the Cars, the Lease and the Lease payments thereunder, and in the Car Repair Agreement. However, any rights obtained by this assignment in any CGS Car are released by Lender as and when such CGS Car is sold to CGS under the Purchase Agreement. If Company repurchases from CGS any CGS Car, the first sentence of this paragraph shall apply to such Cars as of the date such Cars are repurchased.

Company hereby assigns to Lender, its successors and assigns, the Company's rights, interests, claims and demands as Lessee under Sections 7, 8, 8A, and 9 of the CGS Lease, during the term of such CGS Lease including any extensions of the term of the CGS Lease with respect to the CGS Cars, together with all rights, powers, privileges, options and other benefits of Lessee under such Sections of the CGS Lease and all proceeds from the exercise of such rights, interests, claims or demands assigned herein."

Section 4. Amendment of Article 2 of the Assignment. Article 2 of the Assignment is hereby amended to include the following provision in addition to the provisions heretofore contained therein:

"The Company hereby appoints the Lender the Company's attorney-in-fact, with full authority in the place and stead of the Company and in the name of the Company or otherwise, upon the occurrence of an Event of Default under the Loan Agreement or the Participation Agreement, to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Assignment. Without limiting the generality of the foregoing, Lender may take any action and execute any instrument which Lender may deem necessary or advisable to exercise the Company's renewal options, early termination option or purchase option, as set forth in Sections 7, 8, 8A and 9 of the CGS Lease."

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Amendment to Assignment as of the date first above written.

SCHRODER LEASING CORPORATION
"LENDER"

By 
Its

GREENBRIER LEASING CORPORATION
"COMPANY"

By 
Its
President

JAMES-FURMAN & COMPANY

By Wm A. Furman
Its J.D.

Amendment to Assignment dated November 1, 1982

STATE OF Oregon)
 : ss.:
COUNTY OF Clackamas)

On this 11th day of ~~December~~ ^{March}, 1983, before me personally appeared William A. Furman, to me personally known, who being by me duly sworn, did depose and say that he resides at No. 3494 Chippena Court, West Lynn, Oregon, and that he is the Vice President of Greenbrier Leasing Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

Robin Bisson

Title of officer

My commission expires

ROBIN BISSON NOTARY PUBLIC-OREGON My Commission Expires <u>6-8-85</u>

STATE OF Oregon)
 : ss.:
COUNTY OF Clackamas)

On this 11th day of ~~December~~ ^{March}, 1983, before me personally appeared William A. Furman, to me personally known, who being by me duly sworn, did depose and say that he resides at No. 3494 Chippena Court, West Lynn, Oregon, and that he is the Vice President of James-Furman & Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

Robin Bisson

Title of officer

My commission expires

ROBIN BISSON NOTARY PUBLIC-OREGON My Commission Expires <u>6-8-85</u>
