

#10
13798-D

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ALVORD AND ALVORD

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ELLSWORTH C. ALVORD (1964)

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MILTON C. GRACE*
GEORGE JOHN KETO**
RICHARD N. BAGENSTOS

* NOT A MEMBER OF D.C. BAR
**ALSO A MEMBER OF OHIO BAR

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WASHINGTON, D. C.
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July 27, 1983

OF COUNSEL
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393-2266

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

RECORDATION NO. 13798-A

JUL 27 1983 12 22 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

360 con

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303 are three fully executed copies of a Second Amendment to Security Agreement dated as of January 1, 1983, a "secondary document" as that term is defined in 49 C.F.R. §1177.1(b). The enclosed document amends a Security Agreement 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, and covers the same railroad equipment as therein.

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

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

Secured Party: Schroder Leasing Corporation
One State Street
New York, New York 10004

3-208A070
No. JUL 27 1983
Date
Fee \$ 10.00
ICC Washington, D. C.

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.

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

Very truly yours,

Charles T. Kappler
Charles T. Kappler

C. T. Kappler

Interstate Commerce Commission
Washington, D.C. 20423

7/27/83

OFFICE OF THE SECRETARY

Charles T. Kapple, Esq.
Alvord & Alvord
200 World Center Building
918 16th Street, N.W.
Washington, D.C. 20006-2973

Dear **Sir:**

The enclosed document (s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **7/27/83** at **12:40pm**, and assigned re-
recording number (s). **13798-D, 13798-E & 13799-B**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

RECORDATION NO. 13798-2 Filed 11/25

JUL 27 1983 12 12 PM

INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT TO SECURITY AGREEMENT

This Second Amendment to Security Agreement dated as of January 1, 1983 is entered into between GREEN-BRIER LEASING CORPORATION, a Delaware corporation having its principal place of business at 503 High Street, Oregon City, Oregon 97045 (hereinafter called the "Debtor"), and SCHRODER LEASING CORPORATION, a New York corporation having its principal place of business at One State Street, New York, New York 10004 (hereinafter called the "Secured Party").

WHEREAS, Debtor and Secured Party are parties to a security agreement dated as of August 10, 1982 and amended as of November 1, 1982 (the "Security Agreement") for the purpose of securing payment and performance of Debtor's obligations and indebtedness to Secured Party under a Loan Agreement between Debtor and Secured Party dated August 10, 1982 and amended as of November 1, 1982, and January 1, 1983; and

WHEREAS, the Security Agreement was 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 and on March 28, 1983 at 12:45 P.M. and assigned recordation number 13798-B; and

WHEREAS, concurrently with the execution and delivery of this Second Amendment to Security Agreement by Debtor and Secured Party, Debtor is entering into (i) a purchase agreement (the "Purchase Agreement") between Debtor and California Group Services, a California corporation ("CGS"), providing for the sale by Debtor of 360 of the railroad cars described as collateral under Article II(a) of the Security Agreement (such 360 cars called herein the "CGS Cars"); (ii) a reconditioning agreement between Debtor and CGS, providing for Debtor, as contractor, to recondition and modify the CGS Cars for CGS (the "Reconditioning Agreement"); and (iii) a railroad equipment lease between Debtor, as lessee, and CGS, as lessor, providing, among other things, for the lease of the CGS Cars from CGS to Debtor (the "CGS Lease"); and Secured Party is entering into a finance and security agreement between Secured Party and CGS (the "CGS Finance-Security Agreement"); and

WHEREAS, the agreements now being made with regard to the CGS Cars make it necessary and desirable for Debtor and Secured Party to further amend and supplement the Security Agreement.

NOW, THEREFORE, Debtor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise de-

scribed or defined, the capitalized terms used in this Second Amendment to Security Agreement shall have the same meaning as the same terms in the Loan Agreement and Participation Agreement among the parties hereto and James-Furman & Company dated August 10, 1982 and August 30, 1982, respectively, both as amended as of November 1, 1982, and January 1, 1983.

Section 2. Amendment of Article I of the Security Agreement. Article I of the Security Agreement is hereby amended to read as follows:

"Debtor hereby grants to Secured Party a continuing first mortgage and security interest in the collateral described in Article II hereof to secure payment and performance of Debtor's obligations and indebtedness to Secured Party under the Loan Agreement dated as of August 10, 1982, as amended as of November 1, 1982 and January 1, 1983 (the "Loan Agreement") among the Debtor, the Secured Party, and James-Furman & Company, and the Participation Agreement dated as of August 30, 1982 as amended as of November 1, 1982 and January 1, 1983 (the "Participation Agreement"), among James-Furman & Company, Debtor and Secured Party, whether now existing or hereafter incurred, and to secure payment and performance by California Group Services ("CGS") of its obligations and indebtedness to Secured Party under the finance and security agreement between CGS and Secured Party dated as of November 1, 1982 and January 1, 1983 (the "CGS Finance-Security Agreement")."

Section 3. Amendment of Article II of the Security Agreement. (i) Paragraph (a) of Article II of the Security Agreement is hereby amended to read as follows:

"(a) the railroad cars described on Schedule I attached hereto (the "Equipment"), excluding 120 cars to be sold by Debtor to CGS under a Purchase Agreement between Debtor and CGS dated as of November 1,

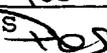
1982, and to be reconditioned by Debtor in accordance with the terms of a Reconditioning Agreement between Debtor and CGS, dated as of November 1, 1982 and excluding 360 Cars to be sold by Debtor to CGS under a Purchase Agreement between Debtor and CGS dated as of January 1, 1983, and to be reconditioned by Debtor in accordance with the terms of a Reconditioning Agreement between Debtor and CGS dated as of January 1, 1983 (the "CGS Cars"), which cars bore the numbers listed in Schedule II attached hereto before reconditioning and will bear numbers SP 900,011 to SP 900,490, inclusive, as reconditioned."

(ii) Paragraph (d) of Article II of the Security Agreement is hereby amended to read as follows:

"(d) all rights, interests, claims and demands of Debtor as Lessee under Sections 7, 8, 8A, and 9 of the Railroad Equipment Lease between Debtor and CGS, dated as of November 1, 1982 relating to the CGS Cars and the Railroad Equipment Lease between Debtor and CGS dated as of January 1, 1983 (both called the "CGS Lease"), during the term of the 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."

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Security Agreement dated as of January 1, 1983.

GREENBRIER LEASING CORPORATION
"DEBTOR"

By 
Its 

SCHRODER LEASING CORPORATION
"SECURED PARTY"

By 

STATE OF *New York*)
COUNTY OF *New York* ; ss.:

On this 30th day of June, 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]

WALTER N. REIMER
Notary Public, State of New York
No. 30-8243835 Qual. in Nassau County
Certificate Filed in New York County
Commission Expires March 30, 1985

Walter N. Reimer
~~Title of officer~~
Notary Public

My commission expires 3/30/85

STATE OF *New York*)
COUNTY OF *New York* ; ss.:

On this 30th day of June, 1983, before me personally appeared J.J. MacIsaac, to me personally known, who being by me duly sworn, did depose and say that he resides at No. 75 Northfield Road, Weston, Connecticut, and that he is the President of Schroder 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]

WALTER N. REIMER
Notary Public, State of New York
No. 30-8243835 Qual. in Nassau County
Certificate Filed in New York County
Commission Expires March 30, 1985

Walter N. Reimer
~~Title of officer~~
Notary Public

SCHEDULE II

Listed below are the numbers of the CGS Cars before reconditioning in accordance with the Reconditioning Agreement. As reconditioned, these cars will bear numbers SP 900,011 to SP 900,490, inclusive.

SSW 84323	SSW 84671	SP 515461	SSW 84626
SSW 84325	SSW 84641	SSW 84611	SP 515187
SP 515593	SSW 84648	SP 515436	SP 515139
SP 515633	SP 515043	SP 515642	SP 515300
SP 515627	SP 515059	SSW 84789	SP 515092
SP 515621	SP 515093	SP 515005	SP 515282
SP 515284	SP 515176	SP 515321	SP 515309
SP 515341	SSW 84803	SP 515469	SSW 84660
SP 515318	SP 515311	SP 515263	SP 515399
SP 515291	SP 515135	SP 515319	SP 515149
SP 515310	SP 515177	SP 515299	SP 515398
SP 515278	SSW 84588	SP 515472	SSW 84640
SP 515452	SSW 84673	SP 515019	SP 515188
SP 515124	SP 515054	SP 515305	SP 515062
SSW 84667	SP 515262	SP 515000	SP 515326
SP 515316	SP 515475	SP 515462	SP 515272
SP 515324	SSW 84651	SSW 84602	SP 515114
SP 515295	SP 515592	SP 515363	SP 515033
SP 515340	SP 515617	SSW 84678	SP 515076
SP 515285	SP 515356	SSW 84383	SP 515032
SP 515294	SP 515067	SSW 84668	SP 515063
SP 515306	SSW 84653	SP 515251	SSW 84620
SSW 84790	SP 515450	SP 515066	SP 515061
SP 515495	SP 515317	SP 515350	SP 515048
SP 515475	SP 515312	SSW 84669	SSW 84621
SP 515470	SP 515141	SSW 84904	SSW 84639
SP 515466	SSW 84801	SP 515079	SSW 84791
SSW 84592	SP 515467	SP 515307	SP 515137
SP 515298	SSW 84678	SP 515289	SP 515026
SP 515491	SP 515194	SP 515011	SSW 84638
SP 515468	SP 515097	SSW 84794	SP 515358
SP 515279	SSW 84665	SP 515102	SP 515186
SP 515257	SSW 84395	SP 515320	SP 515031
SP 515108	SP 515055	SP 515313	SP 515138
SSW 84609	SP 515269	SP 515040	SP 515357
SSW 84649	SP 515277	SP 515190	SP 515378

SP 515127	SSW 84680	SP 515325	SSW 84610
SP 515494	SP 515056	SP 515130	SP 515046
SSW 84590	SP 515333	SP 84642	SP 515146
SP 515034	SP 515411	SP 515039	SSW 84807
SSW 84634	SP 515405	SP 515402	SP 515361
SP 515081	SSW 84381	SP 515256	SP 515347
SP 515353	SP 515384	SSW 84635	SP 515120
SP 515065	SP 515453	SP 515332	SP 515105
SP 515382	SP 515297	SP 515414	SP 515113
SP 515052	SSW 84875	SP 515343	SP 515044
SSW 84873	SSW 84797	SP 515636	SP 515068
SSW 84835	SSW 84344	SP 515286	SP 515123
SP 515258	SP 515290	SP 515339	SP 515438
SP 515009	SSW 84618	SP 515314	SP 515259
SSW 84333	SP 515445	SSW 84607	SP 515115
SP 515084	SP 515290	SP 515349	SP 515142
SP 515042	SP 515457	SP 515465	SSW 84785
SP 515425	SP 515071	SP 515574	SP 515191
SP 515581	SP 515437	SP 515264	SSW 84804
SP 515497	SSW 84391	SP 515327	SP 515111
SP 515281	SP 515274	SSW 84826	SSW 84637
SSW 84598	SSW 84787	SSW 84838	SSW 84784
SSW 84674	SP 515417	SSW 84624	SP 515342
SP 515110	SP 515451	SSW 84591	SSW 84651
SP 515060	SP 515253	SP 515189	SSW 84307
SP 515096	SSW 84802	SSW 84822	SSW 84655
SSW 84798	SP 515082	SSW 84656	SSW 84679
SP 515083	SP 515232	SP 515476	SP 515323
SSW 84650	SP 515459	SSW 84846	SP 515045
SSW 84646	SP 515254	SSW 84858	SP 515273
SP 515271	SP 515337	SP 515296	SSW 84612
SP 515488	SP 515308	SSW 84666	SSW 84664
SSW 84398	SP 515041	SP 515020	SP 515014
SP 515421	SP 515255	SP 515017	SP 515345
SP 515404	SSW 84392	SP 515004	SSW 84866
SP 515430	SP 515140	SP 515371	SSW 84881
SP 515302	SP 515352	SP 515007	SSW 84860
SP 515336	SP 515074	SP 515456	SSW 84597
SSW 84631	SSW 84638	SP 515330	SSW 84636
SP 515037	SSW 84656	SP 515487	SP 515144
SSW 84393	SP 515270	SSW 84625	SSW 84337
SP 515367	SP 515027	SSW 84786	SSW 84630
SSW 84619	SP 515322	SP 515088	SP 515047
SSW 84647	SSW 84795	SSW 84605	SSW 84658
SP 515250	SP 515025	SP 515049	SSW 84595
SP 515474	SSW 84819	SSW 84670	SP 515036
SP 515374	SSW 84837	SP 515106	SP 515346
SP 515053	SP 515292	SP 515075	SSW 84617

SSW 84654	SP 515377
SSW 84596	SP 515078
SP 515283	SP 515107
SP 515178	SP 515134
SP 515070	SP 515351
SP 515072	SSW 84382
SP 515103	SSW 84659
SSW 84614	SP 515409
SP 515303	SSW 84394
SP 515002	SSW 84384
SSW 84616	SP 515427
SSW 84627	SP 515471
SSW 84623	
SP 515499	
SSW 84587	
SSW 84677	
SSW 84676	
SP 515400	
SP 515385	
SSW 84681	
SP 515410	
SP 515095	
SSW 84314	
SSW 84345	
SP 515029	
SP 515368	
SP 515422	
SP 515369	
SP 515447	
SP 515426	
SP 515449	
SP 515424	
SP 515365	
SP 515443	
SP 515117	
SP 515431	
SSW 84399	
SSW 84385	
SP 515006	
SSW 84377	
SP 515364	
SSW 84397	
SP 515434	
SSW 84301	
SSW 84363	
SP 515441	
SSW 84892	