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July 27, 1983

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13798-E
RECORDATION NO. 13798-E

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

JUL 27 1983 12 02 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

360 com

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303 are three fully executed copies of a Second Amendment to Assignment 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 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, and covers the same railroad equipment as therein.

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

3-2089070
No.
Date JUL 27 1983
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

*Alvord and Alvord
C. T. Kappler*

RECORDATION NO. 13798-A
Filed 11/23
JUL 27 1983 12 42 PM
INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT TO ASSIGNMENT

This Second Amendment to Assignment dated as of January 1, 1983 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 and amended as of November 1, 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 on March 28, 1983 at 12:45 P.M. and assigned recordation number 13798-C; and

WHEREAS, concurrently with the execution and delivery of this Second 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 360 of the railroad cars referred to in the Loan Agreement between Lender, Company and James-Furman dated as of August 10, 1982 as amended as of November 1, 1982 and January 1, 1983 (such 360 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 further 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 Second 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 and January 1, 1983.

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:

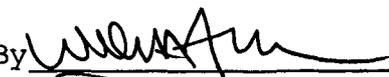
"Company is a party to a lease transaction dated as of January 1, 1983 (the "CGS Lease") with California Group Services ("CGS") under which it is the Lessee and CGS is the Lessor of 360 of the Cars (the "CGS Cars")."

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

SCHRODER LEASING CORPORATION
"LENDER"

By 
Its Pres.

GREENBRIER LEASING CORPORATION
"COMPANY"

By 
Its Pres.

JAMES-FURMAN & COMPANY

By W. H. Furman
Its VP

