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14085-A
RECORDATION NO. *14085-A*
MAY 15 1986 : 1 30 PM
May 15, 1986
INTERSTATE COMMERCE COMMISSION

Please
FILE SECOND

Dear Mr. Bayne:

On behalf of Greenbrier Leasing Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, six enclosed counterparts of a secondary document, not previously recorded, entitled Amendment to Railroad Equipment Lease, dated as of March 1, 1986. The aforesaid Amendment relates to that certain Railroad Equipment Lease dated as of February 10, 1984, recorded with the Interstate Commerce Commission on February 28, 1984 under Recordation No. 14085-A, and should be filed under the next available letter designation under Recordation No. 14085.

This under
14085

Think may be -D
(if that is all)
but not sure,
please check.

The parties to the said enclosed Amendment are:

State Street Bank & Trust Company - Lessor
225 Franklin Street
Boston, Massachusetts 02101

Greenbrier Leasing Corporation - Lessee
One Centerpointe Drive
Suite 200
Lake Oswego, Oregon 97034

The said Amendment amends and supplements Sections 9 and 20(b) of the Lease.

The equipment covered by the Lease is not changed by the Amendment.

A short summary of the document to appear in the Index is as follows:

"Supplements Sections 9 and 20(b) of Lease."

Enclosed is a check in the amount of ten dollars (\$10) in payment of the filing fee.

[Handwritten signatures]

6-135A042

No. _____
Date MAY 15 1986
Fee \$ 10.00
ICC Washington, D.C.

130 P. 6

Once this filing has been made, please return to bearer the stamped counterparts of the Amendment not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,



Allen H. Harrison, Jr.
Attorney for Greenbrier
Leasing Corporation for the
purpose of this filing.

Honorable James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures
AHH/iw

BY HAND

MAY 15 1986 -1 30 PM

INTERSTATE COMMERCE COMMISSION

EXHIBIT A-2

Amendment to Railroad Equipment Lease

This Amendment dated as of March 1, 1986 to a Railroad Equipment Lease dated as of February 10, 1984 is entered into by and between STATE STREET BANK AND TRUST COMPANY, a Massachusetts banking corporation having its principal place of business at 225 Franklin Street, Boston, Massachusetts 02101 ("Lessor") and GREENBRIER LEASING CORPORATION, A Delaware corporation having its principal place of business at One Centerpointe Drive, Suite 200 Lake Oswego, Oregon 97034 ("Lessee").

WHEREAS, Lessor and Lessee are parties to a Railroad Equipment Lease dated as of February 10, 1984 (the "Lease"), and

WHEREAS, the Lease 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 February 28, 1984 at 3:30 p.m., and assigned recordation number 14085-A, and

WHEREAS, the Lessor and Lessee desire to amend the Lease,

NOW, THEREFORE, Lessor and Lessee agree as follows:

Section 9 of the Lease is hereby amended by adding to the end thereof the following additional paragraphs:

"In rendering the Fair Market Value Opinions the Lessee's Appraiser, the Lessor's Appraiser and the third appraiser shall not take into account any sublease, car contract or other arrangement for the use of the Cars by a Person other than the Lessee,

"Lessee hereby agrees to exercise its option pursuant to this Section 9 and to purchase the Cars as provided herein at the end of the Primary Term or any Evergreen Term, as the case may be, if (i) at the end of the Primary Term or such Evergreen Term the Lessee does not exercise its option to extend this Lease pursuant to Section 7 and (ii) on the day following the end of the Primary Term or such Evergreen Term any of the Cars are subject to a lease between Lessee and the Southern Pacific Transportation Company.

Section 20(b) of the Lease is hereby amended by adding to the end thereof the following:

"Notwithstanding anything in this Section 20(b) to the contrary (1) Lessor hereby consents to the sublease of the Cars to Southern Pacific Transportation Company for a term which extends beyond the term of this Lease; and (2) Lessee may assign or transfer its leasehold interest under this Lease in the Cars to any solvent corporation or partnership in which Lessee has an interest, provided that prior to

such assignment or transfer the Guarantor and Parent Guarantor acknowledge in writing that their obligations pursuant to the Guarantee and Parent Guarantee, respectively, are not affected by such assignment or transfer."

Except as amended herein, there are no changes to the Lease and Lessee agrees and confirms that all the provisions of the Lease are in full force and effect, including particularly Section 14 of the Lease, and Lessee agrees that the execution of this Amendment by Lessor and Lessee, the execution of a Consent, Release and Subordination Agreement dated as of March 1, 1986 by Lessor and Lessee, and the consummation of the transactions described therein shall each and all constitute an act of the Lessee within the meaning of Section 14(d)(3) of the Lease, and if any such act shall cause a Loss (as defined in Section 14 of the Lease), the Lessor shall be entitled to indemnification of such Loss as provided in Section 14 of the Lease.

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

STATE STREET BANK AND TRUST COMPANY
"Lessor"

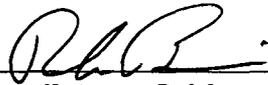
By 
Its _____

GREENBRIER LEASING CORPORATION
"Lessee"

By 
Its Vice President

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

On this 13th day of May, 1986, before me personally appeared NORRIS M. WEBB, to me personally known, who being by me duly sworn, says that he is VICE PRESIDENT of GREENBRIER LEASING CORPORATION, that the foregoing instrument was signed and 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.



Notary Public

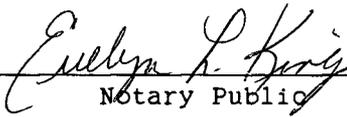
(NOTARIAL SEAL)

My commission expires: 6-8-89

STATE OF MASSACHUSETTS)
) SS.:
COUNTY OF SUFFOLK)

On this 6th day of May, 1986, before me personally appeared Patricia W. Jenkins to me personally known, who being by me duly sworn, says that ~~he~~ is ~~Assistant Vice Pres.~~ of STATE STREET BANK AND TRUST COMPANY, that the foregoing instrument was signed and 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.

EVELYN L. KING, Notary Public
My Commission Expires June 6, 1991



Notary Public

-(NOTARIAL SEAL)

My commission expires: