

**THE
GREENBRIER
COMPANIES**

The Greenbrier Companies

One Centerpointe Drive Suite 200
Lake Oswego Oregon 97035
503 684 7000

February 24, 1992

15115-A
FEB 26 1992 -1 30 PM

INTERSTATE COMMERCE COMMISSION

2-057A014

Ms. Mildred Lee
Recordation
Interstate Commerce Commission
Room 2303
12th and Constitution Avenues, N.W.
Washington, D.C. 20423

Dear Ms. Lee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) original copies and two (2) photocopies of a Lease Termination Agreement dated February 28, 1992, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document relates to the Memorandum of Lease Agreement dated as of November 26, 1986, which was duly filed and recorded on December 5, 1986, under Recordation Number 15115.

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

Gunderson Leasing, Inc.
4350 NW Front Avenue
Portland, OR 97210

Cascade Warehouse Company, Inc.
1330 Industrial Drive, NE
Salem, OR 97303

A description of the railroad equipment covered by the enclosed document is as follows:

Eighty (80) 100-ton 73-foot center partition flatcars marked and numbered WCRC 7500 through WCRC 7579, inclusive.

RECORDED
FEB 26 1 30 PM '92
INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee
February 24, 1992
Page 2

Also enclosed is a payment of \$16 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed document not needed for your files to me, using the enclosed pre-addressed, prepaid Federal Express package.

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

Full Termination of Lease.

Sincerely,



Janet E. Hudson
Administrative Assistant

jeh
Enclosure

cc: Charles T. Kappler, Esq.

Interstate Commerce Commission
Washington, D.C. 20423

2/26/92

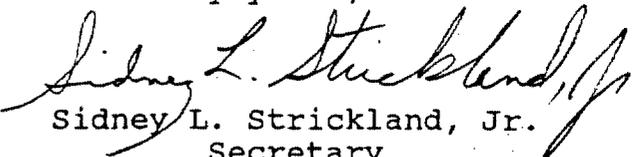
OFFICE OF THE SECRETARY

Janet E. Hudson-
Administrative Assistant
The Greenbrier Companies
The Greenbrier Companies
One Centerpointe Drive Ste. 200
Lake Oswego, Oregon 97035

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/26/92 at 1:30PM, and assigned recordation number(s). 15115-A, 15116-A and 17715.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

15115-A
RECORDATION NO. 15115-1000

LEASE TERMINATION AGREEMENT FEB 26 1992 -1 30 PM

THIS LEASE TERMINATION AGREEMENT dated as of February 28, 1992 (the "Agreement"), is by and between Cascade Warehouse Company, Inc., an Oregon corporation ("Cascade"), and Gunderson Leasing, Inc., an Oregon corporation ("Gunderson").

This Agreement is being executed and delivered by the parties in order to terminate or cancel their respective rights and obligations under or in respect of those railroad cars listed on Schedule A hereto ("Released Cars") which are covered by that certain Lease Agreement dated as of November 26, 1986 (the "Lease") recorded with the Interstate Commerce Commission on December 5, 1986, under Recordation Number 15115, providing for the lease of eighty (80) center partition lumber flatcars by Gunderson, as Lessor to Cascade, as Lessee.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein the parties hereto agree as follows:

- 1) Termination of Leases. Gunderson, as Lessor, and Cascade, as Lessee, under the Lease hereby cancel, terminate and discharge the Released Cars from the Lease and the respective rights and obligations of Gunderson and Cascade to the Released Cars thereunder, effective as of the date hereof.
- 2) Maintenance Costs. Notwithstanding anything herein to the contrary, maintenance costs that remain unpaid to Gunderson or uncredited to Cascade pursuant to Section 5 of the Lease on the date of this Agreement shall be paid to the appropriate party as soon as is reasonably possible after applicable maintenance data is received and compiled.
- 3) Further Assurance. Each party hereby agrees to do such further acts and to execute and deliver such additional documents and instruments as may be necessary or appropriate to carry out the provisions and purposes of this Agreement and to assure and confirm unto the parties hereto their respective rights, powers and remedies hereunder. Each party hereby waives any notice of termination as may be provided for in any of the instruments and documents related to the Released Cars.
- 4) Execution in Counterparts. This Agreement may be executed by the parties in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.
- 5) Governing Law. This Agreement shall in all respects be governed by, and executed, construed and enforced in accordance with, the laws of the state of Oregon, including all matters of construction, validity and performance.

WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereto duly authorized as of the date first above written.

GUNDERSON LEASING, INC.
By: Norris M. Webb
Its: Vice President

CASCADE WAREHOUSE COMPANY, INC.
By: Scott W. Cantor
Its: PRESIDENT

STATE OF OREGON

)

) ss.

COUNTY OF CLACKAMAS

)

On this 21st day of February, 1997, before me personally appeared Normiss M. Webb to me personally known, who being by me duly sworn, says that he is the Vice President of Gunderson Leasing, Inc. that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Janet E. Hudson
NOTARY PUBLIC

My commission expires: 5/28/94

STATE OF

Oregon

)

) ss.

COUNTY OF

Marion

)

On this 21st day of February, ¹⁹⁹²~~1991~~, before me personally appeared Scott W. Centonze to me personally known, who being by me duly sworn, says that he is the President of Cascade Warehouse Company, Inc. the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Janis H. Weelstra
NOTARY PUBLIC

My commission expires: 2/14/93

Schedule A

The following are Released Cars:

Eighty (80) 100-ton 73-foot center partition flatcars bearing marks and numbers WCRC 7500 - WCRC 7579, inclusive.

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