

1-365A010

LAW OFFICES

ALVORD AND ALVORD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE*
JAMES C. MARTIN JR.*

*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN MARYLAND

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2073

(202) 393-2266

OF COUNSEL
URBAN A. LESTER

TELEX
440367 A AND A

TELEFAX
(202) 393 2156

RECORDATION NO. 17515-A #16
FILED 17515-A

December 26, 1991

DEC 31 1991 -12 05 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dec 31 11 49 AM '91
MOTOR OPERATING UNIT

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) fully executed and acknowledged copies of an Amendment dated as of December 20, 1991 to Memorandum of Lease dated as April 12, 1991, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Memorandum of Lease dated as of April 12, 1991, which was filed and recorded on September 3, 1991 under Recordation Number 17515.

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

Lessor: Greenbrier Leasing Corporation
One Centerpointe Drive, Suite 200
Lake Oswego, Oregon 97035

Lessee: Oregon Steel Mills, Inc.
1000 Broadway Building, Suite 2200
1000 Southwest Broadway
Portland, Oregon 97205

A description of the railroad equipment covered by the enclosed document is fifteen (15) 70-ton, 89 foot flatcars, correcting an error by deleting GVSR 8400 - GVSR 8414 and substituting GVSR 8550 - GVSR 8564, both inclusive.

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

C. Kappler

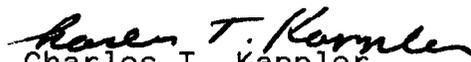
Mr. Sidney L. Strickland, Jr.
December 26, 1991
Page Two

Kindly return two (2) stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

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

Amendment dated as of December 20, 1991 - GVSR 8550 - 8564 vice GVSR 8400 - 8414.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

12/31/91

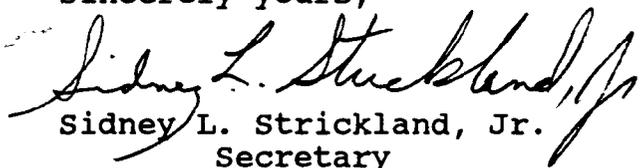
OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20008

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 12/31/91 at 12:05pm, and assigned recordation number(s). 17612-A, 17653, 17614-A & 17515-A

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

REGISTRATION NO. 17575-A
FEB 1995

DEC 31 1991 -12 05 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT DATED DECEMBER 20, 1990

TO

MEMORANDUM OF LEASE

BETWEEN

GREENBRIER LEASING CORPORATION ("LESSOR")

AND

OREGON STEEL MILLS, INC. ("LESSEE")

APRIL 12, 1991

Amendment dated as of December 20, 1991 to MEMORANDUM OF LEASE made and entered into as of April 12, 1991 by and between Greenbrier Leasing Corporation, a Delaware corporation, ("Lessor") and Oregon Steel Mills, Inc., a Delaware corporation, ("Lessee") (the "Lease Memorandum").

WHEREAS, Lessor and Lessee entered into the Lease Memorandum describing the Lease of fifteen (15) 70-ton, 89-foot flatcars bearing marks and numbers as follows: GVSR 8400 through GVSR 8414, inclusive; and

WHEREAS, in order to correct a scrivener's error, Lessor and Lessee wish to amend the Lease Memorandum to conform to amendments of the underlying lease by changing the car markings and numbers.

NOW THEREFORE, Lessor and Lessee hereby amend the Lease Memorandum as follows:

1. Paragraph 1 is amended by deleting it in its entirety and substituting the following:

"1. Lessor has agreed to furnish to Lessee, and the Lessee has agreed to lease from Lessor fifteen (15) 70-ton, 89-foot flatcars bearing marks and numbers as follows: GVSR 8550 through GVSR 8564, inclusive."

2. All other terms and conditions of the Lease Memorandum not specifically amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of December 20, 1991.

GREENBRIER LEASING CORPORATION

By: Norman M. Webb, V.P.

OREGON STEEL MILLS, INC.

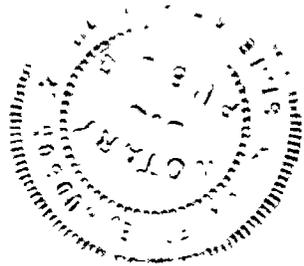
By: Cham B. DeLund

STATE OF OREGON)
) ss. .
COUNTY OF CLACKAMAS)

On this 20th day of December, 1991, before me personally appeared Norriss M. Webb, to me personally known, who being by me duly sworn, says that he is the Vice President of GREENBRIER LEASING CORPORATION, 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 MULTNOMAH)

On this 20th day of December, 1991, before me personally appeared Thomas B. Babine, to me personally known, who being by me duly sworn, says that he is the President & CEO of OREGON STEEL MILLS, 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.

Thomas B. Babine
NOTARY PUBLIC

My commission expires:

2-26-93

