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ELIAS C. ALVORD (1942)
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October 6, 2016

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Amendment No. 1 to Memorandum Lease Agreement Rider No. 6, dated as of June 1, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum Lease Agreement Rider No. 6 previously filed with the Board under Recordation Number 31974.

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

Lessor: Greenbrier Leasing Company LLC
One Centerpointe Drive, Suite 200
Lake Oswego, OR 97035

Lessee: Louisiana-Pacific Corporation
414 Union Street, Suite 2000
Nashville, TN 37219

A description of the equipment covered by the enclosed document is:

50 deck center partition flatcars:

AOK 27618
AOK 27641
AOK 27668
AOK 27669
AOK 27674
AOK 27676

Section Chief
October 6, 2016
Page 2

AOK 27677
AOK 27679
AOK 27680
AOK 27681
AOK 27683 – AOK 27693, inclusive
AOK 27696
AOK 27698
AOK 27701 – AOK 27705, inclusive
AOK 27708
AOK 27712
AOK 27714
AOK 27716
AOK 27717
AOK 27720
AOK 27721
AOK 27722
AOK 27726
AOK 27727
AOK 27728
AOK 27730 – AOK 27737, inclusive

A short summary of the document to appear in the index is:

Amendment No. 1 to Memorandum Lease Agreement Rider No. 6.

Also enclosed is a check in the amount of \$45.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

AMENDMENT NO. 1 DATED JUNE 1, 2016

TO

*MEMORANDUM OF LEASE
FOR RIDER NO. 6 DATED MARCH 1, 2015]*

BETWEEN

GREENBRIER LEASING COMPANY LLC (“LESSOR”)

AND

LOUISIANA-PACIFIC CORPORATION (“LESSEE”)

JUNE 1, 2016

Amendment No. 1 entered into effective June 1, 2016 to Memorandum of Lease for Rider No. 6 entered into as of March 1, 2015 to a Lease Agreement entered into as of August 23, 2010 by and between Greenbrier Leasing Company LLC, an Oregon limited liability company (“Lessor”) and Louisiana-Pacific Corporation, a Delaware corporation (“Lessee”) (the “Lease Memorandum”).

WHEREAS, Lessor and Lessee executed the Lease Memorandum describing the lease of twenty-five (25) 73-foot, 110-ton riserless deck center partition flatcars with fabricated top chords, designed for a gross rail load of 286,000 lbs.; and

WHEREAS, Lessor and Lessee wish to amend the Lease Memorandum to conform to an amendment to the underlying lease by adding twenty-five additional railcars.

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

1. Delete Paragraph 1 in its entirety and add a new Paragraph 1 as follows:
 1. Lessor has agreed to furnish to Lessee, and the Lessee has agreed to lease from Lessor fifty (50) 73-foot, 110-ton riserless deck center partition flatcars with fabricated top chords, designed for a gross rail load of 286,000 lbs. bearing marks and numbers as set forth in Exhibit A attached hereto.
2. All other terms and conditions of the Lease Memorandum not specifically amended hereby shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their respective officers as of the date and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Lessor by authority of its Manager and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessor. I further declare under penalty of perjury that the foregoing is true and correct.

GREENBRIER LEASING COMPANY LLC

BY: 

NAME: Larry D. Stanley

TITLE: Sr. Vice President

I certify that I hold the title set forth below and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessee. I further declare under penalty of perjury that the foregoing is true and correct.

LOUISIANA-PACIFIC CORPORATION

BY: 

NAME: Ric Chavez

TITLE: Director Corporate Logistics

EXHIBIT A

Mark	Number	Mark	Number
AOK	27618	AOK	27703
AOK	27641	AOK	27704
AOK	27668	AOK	27705
AOK	27669	AOK	27708
AOK	27674	AOK	27709
AOK	27676	AOK	27710
AOK	27677	AOK	27711
AOK	27679	AOK	27712
AOK	27680	AOK	27714
AOK	27681	AOK	27716
AOK	27683	AOK	27717
AOK	27684	AOK	27720
AOK	27685	AOK	27721
AOK	27686	AOK	27722
AOK	27687	AOK	27726
AOK	27688	AOK	27727
AOK	27689	AOK	27728
AOK	27690	AOK	27730
AOK	27691	AOK	27731
AOK	27692	AOK	27732
AOK	27693	AOK	27733
AOK	27696	AOK	27734
AOK	27698	AOK	27735
AOK	27701	AOK	27736
AOK	27702	AOK	27737

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: October 6, 2016

Edward M Luria

Edward M. Luria