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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

November 21, 2014

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 a Memorandum of Lease Schedule No. 3, dated as of April 15, 2014, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Lessor:	Greenbrier Leasing Company LLC One Centerpointe Drive, Suite 200 Lake Oswego, OR 97035
Lessee:	Schlumberger Technology Corporation 300 Schlumberger Drive Sugar Land, TX 77478

Section Chief
November 21, 2014
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A description of the railroad equipment covered by the enclosed document is:

100 covered hopper railcars: DSIX 1200 – DSIX 1299.

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

Memorandum of Lease Schedule No. 3.

Also enclosed is a check in the amount of \$43.00 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 black ink, appearing to read 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF LEASE

SCHEDULE NO. 3

This is a Memorandum of Schedule No. 3 dated April 15, 2014 to a Lease Agreement made and entered into as of April 15, 2014 by and between Greenbrier Leasing Company LLC, an Oregon limited liability company, ("Lessor") and Schlumberger Technology Corporation, a Texas corporation ("Lessee").

WITNESSETH:

1. Lessor has agreed to furnish to Lessee, and the Lessee has agreed to lease from Lessor, one hundred 3250 cf covered hopper railcars, 286,000 GRL, bearing reporting marks and numbers DSIX 1200-1299.
2. Schedule No. 3 to the Lease Agreement will be effective as of the date first set forth hereinabove and will remain in effect through the lease term, as described in the Lease Agreement and Schedule No. 3, as each may be amended from time to time.

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.

LESSOR:

LESSEE:

GREENBRIER LEASING COMPANY LLC

SCHLUMBERGER TECHNOLOGY
CORPORATION

BY: 

BY: 

NAME: LARRY STANLEY

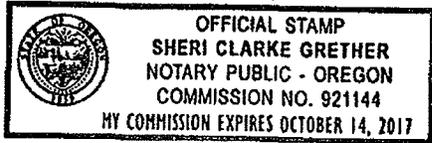
NAME: DAVID McARTHURLAND

TITLE: SUP FINANCE

TITLE: VP

STATE OF OREGON)
) ss.
COUNTY OF CLACKAMAS)

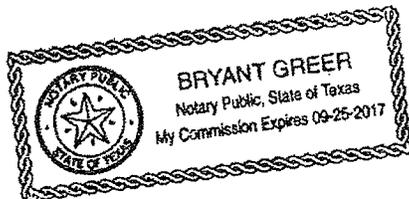
On this 18th day of November, 2014, before me personally appeared Larry Stanley to me personally known, who being by me duly sworn, says that s/he is the Senior Vice President of Greenbrier Leasing Company LLC and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was ~~her~~ or his free act and deed.



Sheri Clarke Grether
NOTARY PUBLIC
My commission expires: October 14, 2017

STATE OF Texas)
) ss.
COUNTY OF Fort Bend)

On this 17 day of November, 2014, before me personally appeared David Mc Garthland, to me personally known, who being by me duly sworn, says that s/he is the Vice President of Schlumberger Technology Corporation and that the foregoing instrument was signed on behalf of said corporation, and s/he acknowledged that the execution of the said instrument was her or his free act and deed.



BG
NOTARY PUBLIC
My commission expires: 9-25-17

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: 11/21/14

Edward M. Luria
Edward M. Luria