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April 20, 2015

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. 2, dated as of February 28, 2015, 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 document are:

Lessor:	Greenbrier Leasing Company LLC One Centerpointe Drive, Suite 200 Lake Oswego, Oregon 97035
Lessee:	Tesoro Refining & Marketing Company LLC 19100 Ridgewood Parkway San Antonio TX 78259

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

50 tank railcars: GBRX 703100 – GBRX 703149, inclusive.

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

Memorandum of Lease Schedule No. 2.

Section Chief
April 20, 2015
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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,


for
Edward M. Luria

EML/cem
Enclosures

MEMORANDUM OF LEASE

SCHEDULE NO. 2

This is a Memorandum of Schedule No. 2 dated as of February 28, 2015 to a Lease Agreement made and entered into as of September 28, 2014, by and between Greenbrier Leasing Company LLC, an Oregon limited liability company, ("Lessor") and Tesoro Refining & Marketing Company LLC, a Delaware limited liability company ("Lessee").

WITNESSETH:

1. Lessor has agreed to furnish to Lessee, and the Lessee has agreed to lease from Lessor fifty (50) new 29,000 gallon, coiled, insulated DOT 111A100W1 tank railcars bearing reporting marks and numbers GBRX 703100 through GBRX 703149.
2. Schedule No. 2 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. 2, 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.

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.

LESSOR:

GREENBRIER LEASING COMPANY LLC

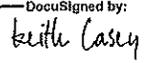
BY: 
 NAME: JT SHARP
 TITLE: EVP, PRESIDENT

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Lessee by authority of its governing body 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.

LESSEE:

TESORO REFINING & MARKETING COMPANY LLC

DS
BP

DocuSigned by:
 BY: 
DAF18A578A604D7
 NAME: Keith Casey
 TITLE: Executive Vice President - Operations

DS
KB

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: April 20, 2015

Edward M Luria

Edward M. Luria