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May 24, 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 a Memorandum of Lease Schedule No. 3, dated as of December 23, 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 re:

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

Lessee: Poet Nutrition, Inc.
4506 North Lewis Avenue
Sioux Falls, SD 57104

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

125 covered hopper railcars: AOKX 78845 – AOKX 78969, inclusive.

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

Memorandum of Lease Schedule No. 3.

Section Chief
May 24, 2016
Page 2

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 "Claire E. Murphy". The signature is written in a cursive style with a large, looping "M".

Claire E. Murphy

CEM
Enclosures

MEMORANDUM OF LEASE

SCHEDULE NO. 3

This is a Memorandum of Schedule No. 3 dated May 20, 2016, and effective as of December 23, 2015, to a Lease Agreement made and entered into as of March 1, 2010 by and between Greenbrier Leasing Company LLC, an Oregon limited liability company, ("Lessor") and Poet Nutrition, Inc., a South Dakota corporation ("Lessee").

WITNESSETH:

1. Lessor has agreed to furnish to Lessee, and the Lessee has agreed to lease from Lessor, one hundred twenty-five (125) newly built, 6,580 cubic foot capacity covered hopper railcars, bearing marks and numbers as set forth in Exhibit A.
2. Schedule No. 3 to the Lease Agreement shall be effective as of the date first set forth hereinabove and shall be subject to 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, each party, pursuant to due authority, has caused this instrument to be signed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this instrument was the free act of the entity, that the foregoing is true and correct and that this instrument was effective on the date first above written.

LESSOR:

LESSEE:

GREENBRIER LEASING COMPANY LLC

POET NUTRITION, INC.

BY: 

BY: _____

NAME: Adrian J. Downes

NAME: _____

TITLE: Sr. Vice President and
Chief Accounting Officer

TITLE: _____

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LESSOR:

LESSEE:

GREENBRIER LEASING COMPANY LLC

POET NUTRITION, INC.

BY: _____

BY: 

NAME: _____

NAME: Michael Skordas

TITLE: _____

TITLE: VP Distribution & Bus. Dev.

EXHIBIT A
RAIL EQUIPMENT LIST

AOKX 78845 through AOKX 78969, inclusive

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New York and the State of New Jersey, 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: May 24, 2016



Claire E. Murphy