RECORDATION NO. 31439-A FILED
October 23, 2015 02:15 PM
SURFACE TRANSPORTATION BOARD

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

October 23, 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 Schedule No. 2 to Lease Agreement, dated as of October 23, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Schedule No. 5 previously filed with the Board under Recordation Number 31439.

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

Lessor:	Bridge Capital Leasing, Inc. 215 Schilling Circle, Suite 100 Hunt Valley, MD 21031
Lessee:	Greenbrier Leasing Company LLC One Centerpointe Drive, Suite 400 Lake Oswego, OR 97035
[Sublessee:	Eighty-Eight Oil LLC 455 N. Poplar Casper, WY 82604]

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

130 insulated tank railcars: GBRX 701130 – GBRX 701259, inclusive.

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

Memorandum of Schedule No. 2 to Lease Agreement.

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,

Claire E. Murphy

CEM
Enclosures

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Memorandum of Schedule No. 2 dated as of October 23, 2015, to a Lease Agreement made as of October 23, 2015 (the "Lease"), by and between Bridge Capital Leasing, Inc., a Delaware corporation ("Lessor") and Greenbrier Leasing Company LLC, an Oregon limited liability company ("Lessee") and of lien on Schedule No. 5, dated as of October 2, 2014 (the "Sublease Schedule"), to that certain Lease Agreement dated as of February 1, 2012 (the "Sublease Agreement" and the Sublease Schedule incorporating by reference the Sublease Agreement, the "Sublease") between Lessee, as lessor, and Eighty-Eight Oil LLC ("Sublessee"), as lessee.

WITNESSETH:

1. Lessor has agreed to furnish to Lessee, and the Lessee has agreed to lease from Lessor, one hundred thirty (130) 29,000 gallon capacity, coiled, insulated tank railcars, bearing marks and numbers GBRX 701130 to GBRX 701259, inclusive.

2. Schedule No. 2 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. 2, as each may be amended from time to time.

3. A memorandum of the Sublease Schedule was filed with the Surface Transportation Board on October 20, 2014, under Recordation Number 31439.

4. Pursuant to the Lease and subject to the terms thereof, Lessee has granted to Lessor a lien on all of Lessee's right, title and interest in the Sublease as security for Lessee's performance of the Lease.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the first date herein above written.

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

BRIDGE CAPITAL LEASING, INC.

By: _____

Name: Michael J. Powers

Title: Senior Vice President

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

GREENBRIER LEASING COMPANY LLC

By: _____

Name: _____

Title: _____

Memorandum of Schedule No. 2 dated as of October __, 2015, to a Lease Agreement made as of October __, 2015 (the "Lease"), by and between Bridge Capital Leasing, Inc., a Delaware corporation ("Lessor") and Greenbrier Leasing Company LLC, an Oregon limited liability company ("Lessee") and of lien on Schedule No. 5, dated as of October 2, 2014 (the "Sublease Schedule"), to that certain Lease Agreement dated as of February 1, 2012 (the "Sublease Agreement" and the Sublease Schedule incorporating by reference the Sublease Agreement, the "Sublease") between Lessee, as lessor, and Eighty-Eight Oil LLC ("Sublessee"), as lessee.

WITNESSETH:

1. Lessor has agreed to furnish to Lessee, and the Lessee has agreed to lease from Lessor, one hundred thirty (130) 29,000 gallon capacity, coiled, insulated tank railcars, bearing marks and numbers GBRX 701130 to GBRX 701259, inclusive.

2. Schedule No. 2 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. 2, as each may be amended from time to time.

3. A memorandum of the Sublease Schedule was filed with the Surface Transportation Board on October 20, 2014, under Recordation Number 31439.

4. Pursuant to the Lease and subject to the terms thereof, Lessee has granted to Lessor a lien on all of Lessee's right, title and interest in the Sublease as security for Lessee's performance of the Lease.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the first date herein above written.

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

BRIDGE CAPITAL LEASING, INC.

By: _____

Name: _____

Title: _____

I certify that I hold the title set forth below, that this instrument was signed on behalf of Lessee by authority of its Manager and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Lessee. 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

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: October 23, 2015

Claire E. Murphy