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

October 19, 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 Schedule No. 2 to Lease Agreement, dated as of March 1, 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	Plains Marketing, L.P. 333 Clay Street, Suite 1600 Houston, Texas 77002

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

119 tank railcars: GBRX 702725 through GBRX 702849, inclusive, except GBRX 702759, GBRX 702775, GBRX 702776, GBRX 702777, GBRX 702779 and 702793.

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

Memorandum of Schedule No. 2 to Lease Agreement.

Section Chief
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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,



Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF SCHEDULE NO. 2
TO LEASE AGREEMENT
BETWEEN
GREENBRIER LEASING COMPANY LLC (“LESSOR”)
AND
PLAINS MARKETING, L.P. (“LESSEE”)

DATED: MARCH 1, 2015

Memorandum of Schedule No. 2 dated March 1, 2015, to a Lease Agreement made and entered into as of March 1, 2015, by and between Greenbrier Leasing Company LLC, an Oregon limited liability company ("Lessor") and Plains Marketing, L.P., a Texas limited partnership ("Lessee").

WITNESSETH:

1. Lessor has agreed to furnish to Lessee, and the Lessee has agreed to lease from Lessor one hundred nineteen (119) new, 28,400 gallon, coiled, insulated, 286,000 lbs GRL tank railcars, with thermal protection, high-flow PRV and 9/16 inch steel shell bearing marks and numbers GBRX 702725 through GBRX 702849, all inclusive except GBRX 702759, GBRX 702775, GBRX 702776, GBRX 702777, GBRX 702779 and 702793.
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.

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 executed on the date indicated below.

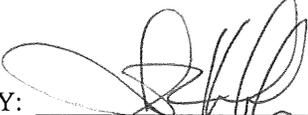
LESSOR:

LESSEE:

GREENBRIER LEASING COMPANY LLC

PLAINS MARKETING, L.P.

BY: 

BY: 

NAME: Larry D. Stanley

NAME: John R. Keffer

TITLE: Sr. Vice President

TITLE: SVP TERMINALS

DATE: 10-18-2016

DATE: 10-17-16


Aza

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 19, 2016

Edward M. Luria

Edward M. Luria