



Greenbrier Leasing Company, LLC

One Centerpointe Drive Suite 400  
Lake Oswego Oregon 97035  
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November 7, 2014

VIA FEDERAL EXPRESS

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

RECORDATION NO. 31050-A FILED  
November 12, 2014 4:12 PM  
SURFACE TRANSPORTATION BOARD

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301 are two (2) originals and three (3) photocopies of an Amendment No. 1 to Memorandum of Lease Schedule No. 1, dated October 28, 2014, to a Lease Agreement made and entered into as of August 1, 2013, a **secondary document** to Recordation No. 31050, Memorandum of Lease Schedule No. 1, as defined in the Rules for the Recordation of Documents, 49 C.F.R. Section 1177. Also enclosed is a payment authorization for \$43 to cover the required recordation fee.

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

Lessor: Greenbrier Leasing Company LLC  
One Centerpointe Drive, Suite 400  
Lake Oswego, Oregon 97035

Lessee: Equistar Chemicals, LP  
1221 McKinney Street, Suite 300  
Houston, TX 77010

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

Fifty (50) newly built 6,250 c.f., lined covered hopper railcars bearing reporting marks and numbers AOKX 90010 through AOKX 90059, inclusive, and as more particularly set forth in the Exhibit A attached to the Memorandum of Lease Schedule.

Please return stamped copies of the enclosed document not needed for your files to the undersigned.

(over)

A short summary of the enclosed document to appear in the Board's Index is:

Amendment No. 1 to Memorandum of Lease Schedule No. 1

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script that reads "Pamela Crawford". The signature is written in black ink and is positioned to the right of the typed name.

Pamela Crawford  
Paralegal

Enclosures

**AMENDMENT NO. 1 TO  
MEMORANDUM OF LEASE, SCHEDULE NO. 1**

This Amendment No. 1 to Memorandum of Lease is dated October 28, 2014, and amends that certain Memorandum of Lease for Schedule No. 1 dated as of August 1, 2013, to a Lease Agreement made and entered into as of August 1, 2013, by and between Greenbrier Leasing Company LLC, an Oregon limited liability company (“Lessor”) and Equistar Chemicals, LP, a Delaware limited partnership (“Lessee”) (the “Lease Memorandum”).

WHEREAS, Lessor and Lessee executed the Lease Memorandum describing the lease of fifty (50) 6,250 c.f., lined covered hopper railcars; and

RECORDATION NO. 31050-A FILED

November 12, 2014 4:12 PM

WHEREAS, Lessor and Lessee wish to amend the Lease Memorandum to conform to an amendment to the underlying lease modifying the railcar list;

SURFACE TRANSPORTATION BOARD

NOW THEREFORE, Lessor and Lessee hereby amend the Lease Memorandum as follows:

1. Exhibit A to the Lease Memorandum is hereby replaced with the Exhibit A attached hereto .
2. All other terms and conditions of the Lease Memorandum not specifically amended hereby shall remain in full force and effect.

[Signature Page Follows]

**EXHIBIT A**

**Amended Rail Equipment List**

AOKX 90010 through AOKX 90059, inclusive

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Memorandum of Lease to be signed by their respective representatives 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.*

GREENBRIER LEASING COMPANY LLC

BY: [Signature]  
NAME: LARRY STANLEY  
TITLE: SVP FINANCE

*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.*

[Signature] EQUISTAR CHEMICALS, LP

BY: [Signature]  
NAME: Timothy R. Jennings  
TITLE: Rail Asset Manager

Charlotte Marie Petereit 10/28/2014  
