

GREENBRIER
LEASING COMPANY LLC

Greenbrier Leasing Company LLC

One Centerpointe Drive Suite 200
Lake Oswego Oregon 97035
503 684 7000 Fax 503 684 7553

May 13, 2014

RECORDATION NO. 29634-A FILED

MAY 15 '14 -11 26 AM

SURFACE TRANSPORTATION BOARD

VIA FEDERAL EXPRESS

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

Dear Section Chief:

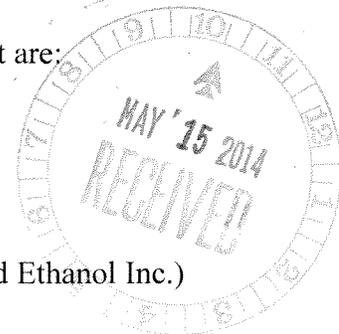
Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301 are one (1) original and four (4) photocopies of Amendment No. 1 dated as of July 9, 2013 to a Memorandum of Lease Agreement for Schedule No. 1 dated as of January 1, 2011, a secondary document as defined in the Rules for the Recordation of Documents, 49 C.F.R. Section 1177. Also enclosed is a check for \$44 payable to the order of the Surface Transportation Board covering the required recordation fee.

This document relates to the Memorandum of Lease Agreement dated as of January 1, 2011, which was duly filed and recorded on February 4, 2011 and assigned Recordation Number 29634.

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

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

Lessee: GreenField Specialty Alcohols Inc. (f/k/a GreenField Ethanol Inc.)
20 Toronto Street, Suite 1400
Toronto, ON M5C2B8
CANADA



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

Twenty (25) 6,580 cubic foot capacity, 286,000 lbs. GRL, through-sill covered hopper railcars marked and numbered AOKX 78550 through AOKX 78564, inclusive, and AOKX 78619, AOKX 78641, AOKX 78658, AOKX 78680, AOKX 78689 and AOKX 78565 through AOKX 78569, inclusive.

Section Chief
Surface Transportation Board
May 13, 2014
Page 2

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

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

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

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

Sincerely,



Sheri Clarke Grether
Senior Paralegal

SCG:ms
Enclosures

cc: Edward M. Luria, Esq.



AMENDMENT NO. 1 EFFECTIVE JULY 9, 2013

TO

MEMORANDUM OF LEASE DATED JANUARY 1, 2011

BETWEEN

GREENBRIER LEASING COMPANY LLC ("LESSOR")

AND

*GREENFIELD SPECIALTY ALCOHOLS INC.,
formerly known as GreenField Ethanol Inc. ("LESSEE")*



Amendment No. 1 dated as of July 9, 2013 to Memorandum of Lease dated as of January 1, 2011 by and between Greenbrier Leasing Company LLC, an Oregon limited liability company ("Lessor") and GreenField Ethanol Inc., a Canadian corporation ("Lessee") (the "Lease Memorandum").

WHEREAS, Lessor and Lessee executed the Lease Memorandum describing the lease of twenty (20) newly built, 6,580 cubic foot capacity, 286,000 lbs. GRL, through-sill covered hopper railcars with one (1) 30-inch by 59-foot four inch hatch opening and four (4) 54-inch by 43-inch gravity gates, bearing marks and numbers AOKX 78550 through AOKX 78569, inclusive; and

WHEREAS, Lessor and Lessee wish to amend the Lease Memorandum to conform to an amendment to the underlying lease effective as of July 9, 2013, adding five (5) additional railcars.

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

1. Delete Paragraph 1 in its entirety and add a new Paragraph 1 as follows:
 1. Lessor has agreed to furnish to Lessee, and the Lessee has agreed to lease from Lessor twenty-five (25) 6,580 cubic foot capacity, 286,000 lbs. GRL, through-sill covered hopper railcars, bearing marks and numbers AOKX 78550 through AOKX 78569, inclusive, and AOKX 78619, AOKX 78641, AOKX 78658, AOKX 78680 and AOKX 78689.
2. All other terms and conditions of the Lease Memorandum not specifically amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their respective officers as of the 28 day of March, 2014.

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: 
NAME: J.T. SHARP
TITLE: PRESIDENT

I certify that I hold the title set forth below, that I have authority to sign this instrument on behalf of the Lessee 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.

GREENFIELD SPECIALTY ALCOHOLS INC.,
formerly known as GreenField Ethanol Inc.

BY: 
NAME: John Creighton
TITLE: Managing Director, Logistics