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

August 4, 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. 1, dated as of June 1, 2016, 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, OR 97035
Lessee:	HollyFrontier Refining & Marketing LLC 2828 North Harwood, Suite 1300 Dallas, TX 75201

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

70 tank railcars: GBRX 704200 – GBRX 704269.

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

Memorandum of Lease Schedule No. 1.

Section Chief  
August 5, 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,



Edward M. Luria

EML/sem  
Enclosures

MEMORANDUM OF LEASE

SCHEDULE NO. 1

This is a Memorandum of Schedule No. 1 dated as of June 1, 2016 to a Lease Agreement made and entered into as of June 1, 2016 by and between Greenbrier Leasing Company LLC, an Oregon limited liability company, ("Lessor") and HollyFrontier Refining & Marketing LLC, a Delaware limited liability company ("Lessee").

WITNESSETH:

1. Lessor has agreed to furnish to Lessee, and the Lessee has agreed to lease from Lessor seventy (70) 25,498 gallon exterior coiled and insulated DOT111A100W1 tank railcars, built to TrinityRail Specification 25,498 Gallons Capacity Tank Car, bearing Lessor-controlled reporting marks and numbers as follows: GBRX 704200 through 704269, inclusive.
2. Schedule No. 1 to the Lease Agreement will be effective as of the date first set forth hereinabove and will remain in effect through the lease term, as described in the Lease Agreement and Schedule No. 1, 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 effective on the date first above written.

LESSOR:

LESSEE:

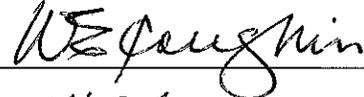
GREENBRIER LEASING COMPANY LLC

HOLLYFRONTIER REFINING &  
MARKETING LLC

BY:



BY:



NAME:

James T. Sharp

NAME:

WE COUGHLIN

TITLE:

President

TITLE:

Dir, LOGISTICS

**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: August 5, 2016

*Edward M. Luria*

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Edward M. Luria