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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A LESTER

February 7, 2013

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. 1 to Lease Agreement, dated April 1, 2012, 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: Holcim (US) Inc.
201 Jones Rd.
Waltham, MA 02451

Chief, Section of Administration

February 7, 2013

Page 2

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

106 covered hopper railcars: GNAX 9800 – GNAX 9905

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

Memorandum of Schedule No. 1 to Lease Agreement.

Also enclosed is a check in the amount of \$42.00 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. 1

TO LEASE AGREEMENT

BETWEEN

GREENBRIER LEASING COMPANY LLC ("LESSOR")

AND

HOLCIM (US) INC. ("LESSEE")

DATED: APRIL 1, 2012

Memorandum of Schedule No. 1 dated April 1, 2012 to a Lease Agreement made and entered into as of April 1, 2012 by and between Greenbrier Leasing Company LLC, an Oregon limited liability company, ("Lessor") and Holcim (US) Inc., a Delaware corporation ("Lessee").

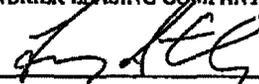
WITNESSETH:

1. Lessor has agreed to furnish to Lessee, and the Lessee has agreed to lease from Lessor one hundred six (106) new 3,250 cubic foot capacity, 286,000 lbs. GRL, covered hopper railcars, bearing marks and numbers as follows: GNAX 9800 through GNAX 9905, inclusive.
2. Schedule No. 1 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. 1, as each may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their respective officers as of the date and year first above written.

LESSOR:

GREENBRIER LEASING COMPANY LLC

BY: 

NAME: Larry Stanley

TITLE: Senior Vice President

LESSEE:

HOLCIM (US) INC.

BY: 

NAME: FILIBERTO RUIZ

TITLE: DEPUTY CEO

STATE OF OREGON)
COUNTY OF CLACKAMAS) ss.

On this 7th day of February, 2013, before me personally appeared Larry Starles to me personally known, who being by me duly sworn, says that s/he is the Senior Vice President of Greenbrier Leasing Company I.L.C and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was her or his free act and deed.



Sheri Clarke Grether
NOTARY PUBLIC
My commission expires: November 8, 2013

STATE OF MA.)
COUNTY OF Middlesex) ss.

On this 30th day of January, 2013, before me personally appeared Robert King to me personally known, who being by me duly sworn, says that s/he is the President of Holcim (US) Inc. and that the foregoing instrument was signed on behalf of said corporation, and s/he acknowledged that the execution of the said instrument was her or his free act and deed.

Patricia C. King
NOTARY PUBLIC
My commission expires: March 31, 2017

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. 2/7/13

Edward M Luria
Edward M Luria