RECORDATION NO. 30826-B FILED
October 23, 2014 11:30 AM
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
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October 23, 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 Assignment, dated as of October 23, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Schedule No. 11 to Lease Agreement previously filed with the board under Recordation Number 30926.

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

Assignor: Bridge Capital Leasing, Inc.
215 Schilling Circle, Suite 100
Hunt Valley, MD 21031

Assignee: MUL Railcars Leasing, LLC
C/O Mitsubishi UFJ Lease & Finance Co. Ltd.
5-1, Marunouchi, 1-Chome
Chiyodaku, Tokyo 100-6525 Japan

[Lessee: EOG Resources, Inc.
31 W Broad Oaks Drive
Houston, TX 77056]

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

200 covered hopper railcars within the series AOKX 495270 – AOKX 495917 as more particularly set forth in the attachment to the document.

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

Memorandum of Assignment.

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

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MEMORANDUM OF ASSIGNMENT

THIS MEMORANDUM OF ASSIGNMENT dated as of October 23, 2014, is between BRIDGE CAPITAL LEASING INC., ("**Assignor**") and MUL RAILCARS LEASING, LLC, ("**Assignee**").

The parties to this Memorandum hereby acknowledge and confirm the following:

A. Assignor, as lessor, has leased certain railroad cars more particularly described in Exhibit A attached hereto (the "**Cars**") pursuant to that certain Lease Agreement dated as of May 9, 2011, and Schedule No. 10 and Schedule No. 11 thereto (as amended, modified, extended, supplemented, restated and/or replaced from time to time, the "**Lease**") to EOG Resources, Inc.

B. A Memorandum of Lease was filed with respect to Schedule No. 10 with the U.S. Surface Transportation Board on March 28, 2013, under recordation number 30678 and a Memorandum of Partial Assignment of Lease was filed with respect to Schedule No. 10 with the U.S. Surface Transportation Board on June 7, 2013, under recordation number 30678A. A Memorandum of Lease was filed with respect to Schedule No. 11 with the U.S. Surface Transportation Board on September 20, 2013, under recordation number 30926 and a Memorandum of Partial Assignment of Lease was filed with respect to Schedule No. 11 with the U.S. Surface Transportation Board on December 31, 2013, under recordation number 30926A.

C. Assignor and Assignee are parties to that certain Assignment Agreement dated October 23, 2014, pursuant to which Assignor has assigned all of its right, title and interest under the Lease, as it pertains to periods on and after October 23, 2014, and the Cars, to Assignee.

D. The parties hereto wish to show for public record this Memorandum and accordingly have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first above written. This Memorandum may be executed in counterparts, each such counterpart shall be binding on both parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the first date herein above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignor. I further declare under penalty of perjury that the foregoing is true and correct.

BRIDGE CAPITAL LEASING, INC.

By: _____

Name: M. Powers

Title: SVP

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the first date herein above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignee by authority of its Board of Managers and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignee. I further declare under penalty of perjury that the foregoing is true and correct.

MUL RAILCARS LEASING, LLC

By: _____
Name: Osamu Muramoto
Title: President

EXHIBIT A

RAILCARS

Three hundred forty-nine (349) 3,250 c.f. capacity covered hopper railcars, 286,000 lbs. GRL, with three 30-inch circular loading hatches and two low-profile discharge gates bearing reporting marks and numbers AOKX 496230 through AOKX 496379, excluding AOKX 496234, and as set forth in Annex 1 hereto.

ANNEX 1 TO
MEMORANDUM OF ASSIGNMENT

AOKX 495270	AOKX 495324	AOKX 495390
AOKX 495271	AOKX 495325	AOKX 495391
AOKX 495272	AOKX 495326	AOKX 495392
AOKX 495273	AOKX 495329	AOKX 495393
AOKX 495275	AOKX 495330	AOKX 495394
AOKX 495276	AOKX 495335	AOKX 495395
AOKX 495277	AOKX 495337	AOKX 495396
AOKX 495278	AOKX 495340	AOKX 495397
AOKX 495283	AOKX 495350	AOKX 495398
AOKX 495284	AOKX 495352	AOKX 495399
AOKX 495285	AOKX 495358	AOKX 495400
AOKX 495287	AOKX 495363	AOKX 495401
AOKX 495288	AOKX 495364	AOKX 495402
AOKX 495289	AOKX 495367	AOKX 495405
AOKX 495290	AOKX 495368	AOKX 495406
AOKX 495291	AOKX 495370	AOKX 495407
AOKX 495292	AOKX 495371	AOKX 495408
AOKX 495294	AOKX 495372	AOKX 495409
AOKX 495295	AOKX 495373	AOKX 495410
AOKX 495298	AOKX 495374	AOKX 495411
AOKX 495301	AOKX 495375	AOKX 495412
AOKX 495305	AOKX 495376	AOKX 495413
AOKX 495307	AOKX 495377	AOKX 495414
AOKX 495308	AOKX 495378	AOKX 495415
AOKX 495309	AOKX 495379	AOKX 495416
AOKX 495310	AOKX 495380	AOKX 495417
AOKX 495312	AOKX 495381	AOKX 495418
AOKX 495315	AOKX 495382	AOKX 495419
AOKX 495316	AOKX 495383	AOKX 495420
AOKX 495317	AOKX 495384	AOKX 495421
AOKX 495318	AOKX 495385	AOKX 495422
AOKX 495319	AOKX 495386	AOKX 495423
AOKX 495320	AOKX 495387	AOKX 495424
AOKX 495321	AOKX 495388	AOKX 495425
AOKX 495323	AOKX 495389	AOKX 495426
AOKX 495427	AOKX 495466	AOKX 495656
AOKX 495428	AOKX 495469	AOKX 495657
AOKX 495429	AOKX 495571	AOKX 495658
AOKX 495430	AOKX 495572	AOKX 495659
AOKX 495431	AOKX 495583	AOKX 495660
AOKX 495432	AOKX 495590	AOKX 495661
AOKX 495433	AOKX 495593	AOKX 495662
AOKX 495434	AOKX 495600	AOKX 495663

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AOKX 495687
AOKX 495902
AOKX 495912
AOKX 495915
AOKX 495916
AOKX 495917

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: 10/23/2014

Edward M Luria

Edward M. Luria