

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036
—
(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

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

July 14, 2015

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, dated as of July 1, 2015, a primary document as defined in the Board's Rules for the Recordation of Documents.

The name and address of the party to the enclosed document are:

Lessor: Infinity Transportation III LLC
1355 Peachtree Street,
Suite 750 - South Tower
Atlanta, GA 30308

Lessee: Schlumberger Technology Corporation
105 Gillingham Lane
Sugar Land, TX 77478

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

25 railcars within the series GACX 14023 – GACX 14049 as set forth in the attachment to the document.

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

Memorandum of Lease.

Chief
Section of Administration
July 14, 2015
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

1. Infinity Transportation III LLC, a Delaware limited liability company, as lessor, is leasing to Schlumberger Technology Corporation, a Texas corporation, as lessee, the railroad cars described on the schedule attached hereto pursuant to the lease agreement described on the schedule attached hereto. The terms and provisions of the lease are more particularly set forth in the lease agreement.

2. The addresses of the parties to the lease are as follows:

(Lessor)
Infinity Transportation III LLC
Suite 750 - South Tower
1355 Peachtree St. NE
Atlanta, Georgia 30309

(Lessee)
Schlumberger Technology Corporation
105 ~~400~~ Gillingham Lane ~~MSFT~~
Sugar Land, Texas 77478

3. The parties intend the lease and the arrangement contemplated thereby to be a true lease for purposes of the Uniform Commercial Code or bankruptcy or other laws affecting the rights of creditors or lessors generally. If it should nonetheless be determined for purposes of such laws that the arrangement is a sale or a financing other than a lease, then Lessee shall be deemed to have granted to Lessor a security interest in the cars (to secure the full payment and performance of all of Lessee's obligations under the lease, now or hereafter existing or arising), and Lessor shall be entitled to all rights and remedies of a secured party under all applicable laws, including the Uniform Commercial Code.

Executed as of July 1, 2015.

INFINITY TRANSPORTATION III LLC

By: [Signature]
Jeffrey E. Edelman, President

SCHLUMBERGER TECHNOLOGY CORPORATION

By: [Signature]
Name: ROBERT DRUMMOND
Title: PRESIDENT

On July 1, 2015, before me personally appeared Jeffrey E. Edelman, to me personally known, who being by me duly sworn says that he is President of Infinity Transportation III LLC, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said entity.

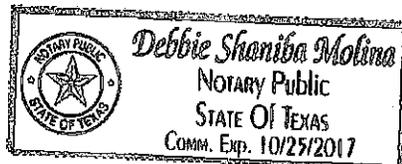
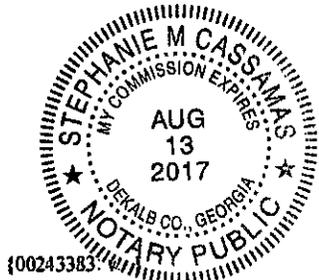
[Signature]
Notary Public
My commission expires:

[NOTARIAL SEAL]

On JUNE 1, 2015, before me personally appeared ROBERT DRUMMOND, to me personally known, who being by me duly sworn says that he is PRESIDENT of Schlumberger Technology Corporation, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said entity.

[Signature]
Notary Public
My commission expires:

[NOTARIAL SEAL]



**Schedule
to Memorandum of Lease**

Description of Cars and Lease

Lease agreement:

(the lease documents are described here as they appear on their face, it being understood that the lessor party is now Infinity Transportation III LLC ("IT"), IT having acquired the railcars and the lessor's interest in the lease from GATX Corporation):

- (i) Car Service Contract No. 5653 Revised, dated as of August 1, 2003 between GATX Financial Corporation, predecessor by merger to GATX Corporation ("GATX"), and Schlumberger Technology Corporation ("Customer"), as amended by Amendment No. 1 to Contract No. 5653, dated July 1, 2003, by and between GATX and Customer.
- (ii) Rider No. 2 To Car Service Contract No. 5653 (which Rider No. 2 is dated November 1, 2007 and executed by GATX on 2/15/2008 and by Customer on 2/8/2008) between GATX and Customer.

Cars: twenty five (25) railcars having the following reporting marks and road numbers:

1	GACX014023
2	GACX014024
3	GACX014025
4	GACX014026
5	GACX014027
6	GACX014029
7	GACX014030
8	GACX014031
9	GACX014032
10	GACX014034
11	GACX014035
12	GACX014036
13	GACX014037
14	GACX014038
15	GACX014039
16	GACX014040
17	GACX014041
18	GACX014042
19	GACX014043
20	GACX014044
21	GACX014045
22	GACX014046
23	GACX014047
24	GACX014048
25	GACX014049

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: July 14, 2015

Edward M. Luria

Edward M. Luria