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

December 19, 2014

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 Partial Assignment and Assumption of Lease, dated as of December 19, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Schedule No. 2 previously filed with the Board under Recordation Number 31517.

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

Transferor:	Greenbrier Leasing Company LLC One Centerpointe Drive, Suite 200 Lake Oswego, OR 97035
Transferee:	Bridge Capital Leasing, Inc. 215 Schilling Circle, Suite 100 Hunt Valley, MD 21031
[Lessee:	Archer Daniels Midland Company 4666 Faries Parkway Decatur IL 62525]

Section Chief
December 19, 2014
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A description of the equipment covered by the enclosed document is:

75 railcars within the series GBRX 701414 – GBRX 701584 as more particularly set forth on the attachment to the document.

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

Memorandum of Partial Assignment and Assumption of Lease.

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,


for

Edward M. Luria

EML/cem
Enclosures

MEMORANDUM OF
PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE

THIS MEMORANDUM OF PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE dated as of December 19, 2014, is made by Greenbrier Leasing Company LLC, an Oregon limited liability company, with an address at One Centerpointe Drive, Suite 200, Lake Oswego, OR 97035 (“**Transferor**”), and Bridge Capital Leasing, Inc., a Delaware corporation, with an address at 215 Schilling Circle, Suite 100, Hunt Valley, MD 21031 (“**Transferee**” and, together with Transferor, the “**Parties**”).

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Transferor and Transferee have entered into that certain Purchase and Sale Agreement (the “**Purchase Agreement**”) dated as of December 19, 2014 relating to the sale by Transferor to Transferee of seventy-five (75) railcars identified in Exhibit A hereto (the “**Cars**”), and the assignment by Transferor and assumption by Transferee of Transferor’s right, title and interest in, and obligations under that certain Schedule No. 2 dated as of May 1, 2014 (the “**Schedule**”), to the Lease Agreement made as of May 1, 2014, by and between Transferor as lessor and Archer Daniels Midland Company as lessee (the “**Lease Agreement**”), as it relates to the Cars, with respect to periods on and after the Closing Date (as defined in the Purchase Agreement) with the exception of the Retained Obligations and Retained Rent (as defined in the Purchase Agreement)(the “**Assigned Interests**”);

WHEREAS, pursuant to the Purchase Agreement and a Partial Assignment and Assumption Agreement of even date therewith (the “**Assignment Agreement**”), Assignee has acquired the Assigned Interests as of the Closing Date;

WHEREAS, the Cars are currently subject to the Schedule and the Lease Agreement;

WHEREAS, a Memorandum of Schedule No. 2 was filed with the Surface Transportation Board on December 12, 2014 under STB Recordation Number 31517; and

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid assignment by Transferor of its right, title and interest in the Cars and in the Assigned Interests, and accordingly the Parties have caused this Memorandum to be executed by their respective duly authorized officers, as of the date first above written.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, by this instrument Transferor and Transferee hereby confirm Transferor’s sale of the Cars to Transferee and the assignment to Transferee of Transferor’s right, title and interest in, and obligations under, the Schedule and the Lease Agreement as each relates to the Cars, with respect to periods on and after the Closing Date with the exception of the Retained Obligations and Retained Rent.

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Partial Assignment and Assumption of Lease to be executed by a duly authorized officer as of the day and year first above written.

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

GREENBRIER LEASING COMPANY LLC

By: 
Name: Larry D. Stanley
Title: Sr. Vice President

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

BRIDGE CAPITAL LEASING, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Partial Assignment and Assumption of Lease to be executed by a duly authorized officer as of the day and year first above written.

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

GREENBRIER LEASING COMPANY LLC

By: _____
Name:
Title:

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

BRIDGE CAPITAL LEASING, INC.

By: _____
Name: *MOBILERS*
Title: *SIP*

EXHIBIT A

LESSEE / LEASE	CAR DESCRIPTION	REPORTING MARKS & NUMBERS
Archer Daniels Midland Company Schedule No. 2 dated as of May 1, 2014, to the Lease Agreement made as of May 1, 2014	Seventy-five (75) 29,000 gallon coiled, insulated AAR 211A100W1, 286,000 lbs GRL tank railcars	As listed on the following page of this Exhibit A.

Mark	Number	Mark	Number	Mark	Number
GBRX	701414	GBRX	701514	GBRX	701542
GBRX	701424	GBRX	701515	GBRX	701544
GBRX	701426	GBRX	701516	GBRX	701546
GBRX	701430	GBRX	701517	GBRX	701547
GBRX	701431	GBRX	701518	GBRX	701549
GBRX	701435	GBRX	701519	GBRX	701550
GBRX	701450	GBRX	701520	GBRX	701552
GBRX	701457	GBRX	701521	GBRX	701553
GBRX	701459	GBRX	701522	GBRX	701554
GBRX	701461	GBRX	701523	GBRX	701556
GBRX	701462	GBRX	701524	GBRX	701557
GBRX	701467	GBRX	701526	GBRX	701558
GBRX	701472	GBRX	701527	GBRX	701559
GBRX	701474	GBRX	701528	GBRX	701561
GBRX	701482	GBRX	701529	GBRX	701562
GBRX	701485	GBRX	701530	GBRX	701564
GBRX	701487	GBRX	701531	GBRX	701565
GBRX	701493	GBRX	701532	GBRX	701566
GBRX	701494	GBRX	701533	GBRX	701567
GBRX	701504	GBRX	701536	GBRX	701568
GBRX	701508	GBRX	701537	GBRX	701570
GBRX	701510	GBRX	701538	GBRX	701574
GBRX	701511	GBRX	701539	GBRX	701579
GBRX	701512	GBRX	701540	GBRX	701581
GBRX	701513	GBRX	701541	GBRX	701584

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: 12/19/14

Edward M Luria
Edward M. Luria