

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)

September 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 September 15, 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. 10 to Lease Agreement previously filed under Recordation Number 31297.

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:	CARBO Ceramics, Inc. Energy Center II 575 N. Dairy Ashford, Suite 300 Houston, TX 77079]

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

150 covered hopper railcars within the series AOKX 498135 – AOKX 498391 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,

A handwritten signature in black ink, appearing to read 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF
PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE

THIS MEMORANDUM OF PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE dated as of September 15, 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 September 15, 2014 relating to the sale by Transferor to Transferee of one hundred fifty (150) 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. 10 dated as of March 1, 2014 (the “**Schedule**”), to the Lease Agreement dated effective as of October 1, 2011, by and between Transferor as lessor and CARBO Ceramics Inc. 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. 10 was filed with the Surface Transportation Board on July 23, 2014, under STB Recordation Number 31297; 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:
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:
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: *M. POWERS*
Title: *SVP*

EXHIBIT A

LESSEE / LEASE	CAR DESCRIPTION	REPORTING MARKS & NUMBERS
CARBO Ceramics Inc. Schedule No. 10 dated as of March 1, 2014, to Lease Agreement dated effective as of October 1, 2011	One hundred fifty (150) 3,250 cubic foot capacity covered hopper railcars, 286,000 lbs. GRL	As listed on the following page of this Exhibit A.

AOKX	498135	AOKX	498231	AOKX	498309	AOKX	498355
AOKX	498146	AOKX	498232	AOKX	498310	AOKX	498356
AOKX	498147	AOKX	498233	AOKX	498311	AOKX	498357
AOKX	498148	AOKX	498234	AOKX	498312	AOKX	498358
AOKX	498149	AOKX	498235	AOKX	498313	AOKX	498359
AOKX	498150	AOKX	498236	AOKX	498314	AOKX	498360
AOKX	498151	AOKX	498237	AOKX	498315	AOKX	498361
AOKX	498152	AOKX	498238	AOKX	498316	AOKX	498363
AOKX	498153	AOKX	498239	AOKX	498317	AOKX	498365
AOKX	498154	AOKX	498240	AOKX	498318	AOKX	498366
AOKX	498155	AOKX	498241	AOKX	498319	AOKX	498371
AOKX	498156	AOKX	498256	AOKX	498320	AOKX	498373
AOKX	498157	AOKX	498257	AOKX	498321	AOKX	498377
AOKX	498158	AOKX	498281	AOKX	498322	AOKX	498378
AOKX	498159	AOKX	498282	AOKX	498323	AOKX	498379
AOKX	498160	AOKX	498283	AOKX	498324	AOKX	498380
AOKX	498161	AOKX	498284	AOKX	498325	AOKX	498381
AOKX	498162	AOKX	498285	AOKX	498326	AOKX	498382
AOKX	498163	AOKX	498286	AOKX	498327	AOKX	498383
AOKX	498165	AOKX	498287	AOKX	498328	AOKX	498384
AOKX	498166	AOKX	498288	AOKX	498329	AOKX	498385
AOKX	498167	AOKX	498289	AOKX	498330	AOKX	498386
AOKX	498168	AOKX	498290	AOKX	498331	AOKX	498387
AOKX	498169	AOKX	498291	AOKX	498332	AOKX	498388
AOKX	498171	AOKX	498292	AOKX	498333	AOKX	498389
AOKX	498215	AOKX	498293	AOKX	498334	AOKX	498390
AOKX	498216	AOKX	498294	AOKX	498335	AOKX	498391
AOKX	498217	AOKX	498295	AOKX	498336		
AOKX	498218	AOKX	498296	AOKX	498337		
AOKX	498219	AOKX	498297	AOKX	498338		
AOKX	498220	AOKX	498298	AOKX	498339		
AOKX	498221	AOKX	498299	AOKX	498340		
AOKX	498222	AOKX	498300	AOKX	498346		
AOKX	498223	AOKX	498301	AOKX	498347		
AOKX	498224	AOKX	498302	AOKX	498348		
AOKX	498225	AOKX	498303	AOKX	498349		
AOKX	498226	AOKX	498304	AOKX	498350		
AOKX	498227	AOKX	498305	AOKX	498351		
AOKX	498228	AOKX	498306	AOKX	498352		
AOKX	498229	AOKX	498307	AOKX	498353		
AOKX	498230	AOKX	498308	AOKX	498354		

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: 9/19/2014

Edward M Luria
Edward M. Luria