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

February 23, 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 Assignment and Assumption of Schedule No. 22 to Lease Agreement, dated as of February 20, 2015, 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. 22 previously filed with the Board under Recordation Number 31598.

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

Assignor:	Greenbrier Leasing Company LLC One Centerpointe Drive, Suite 200 Lake Oswego, OR 97035
Assignee:	Fifth Third Equipment Finance Company 38 Fountain Square Plaza Cincinnati, OH 45263
[Lessee:	EOG Resources, Inc. 1111 Bagby, Sky Lobby 2 Houston, Texas 77002]

Section Chief  
February 23, 2015  
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A description of the equipment covered by the enclosed document is:

100 railcars within the series AOKX 480442 – AOKX 481092 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 Assignment and Assumption of Schedule No. 22 to Lease Agreement.

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

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MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF  
SCHEDULE NO. 22 TO LEASE AGREEMENT

between

GREENBRIER LEASING COMPANY LLC,  
("ASSIGNOR")

and

FIFTH THIRD EQUIPMENT FINANCE COMPANY,  
("ASSIGNEE")

FEBRUARY 20, 2015

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**MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF  
SCHEDULE NO. 22 TO LEASE AGREEMENT**

**THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF SCHEDULE NO. 22 TO LEASE AGREEMENT** is made and entered into as of February 20, 2015, by and between **GREENBRIER LEASING COMPANY LLC** (“Assignor”) and **FIFTH THIRD EQUIPMENT FINANCE COMPANY** (“Assignee”).

1. Assignor as lessor and EOG Resources, Inc., as lessee (“Lessee”) have heretofore entered into that certain Memorandum of Schedule No. 22 to Lease Agreement (the “Memorandum of Lease Agreement”) pertaining to the one hundred (100) covered hopper railcars described therein leased pursuant to that certain Lease Agreement executed May 11, 2009 effective October 1, 2010 and Schedule No. 22 thereto executed October 13, 2014, effective as of September 7, 2014 (collectively, the “Lease”).

2. The Memorandum of Lease Agreement was filed and recorded as Recordation No. 31598 with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 and 49 CFR 1177 on February 9, 2015, at 3:45 p.m.

3. The interest of Greenbrier Leasing Company LLC as lessor was assigned to and the obligations of Lessor thereunder assumed by Fifth Third Equipment Finance Company (“New Lessor”) pursuant to an Assignment and Assumption Agreement dated February 20, 2015.

4. Assignor has assigned to Assignee all right, title and interest of Assignor in and to Schedule No. 22 and the one hundred (100) covered hopper railcars identified on Exhibit A to the Memorandum of Lease Agreement under Recordation No. 31598 (the Assigned Cars, as defined below).

5. Assignor and Assignee desire to confirm of record the assignment to, and the assumption by Assignee, of the rights of Assignor as Lessor in and to the Assigned Cars and the Lease.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby confirm and agree that Assignor has assigned to Assignee all right, title and interest of Assignor in, to and under Schedule No. 22 and the one hundred (100) 3250 cu. ft. covered hopper railcars with marks and numbers set forth on Exhibit A hereto.

This Memorandum of Assignment and Assumption of Schedule No. 22 to Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but altogether only one Memorandum of Assignment and Assumption of Schedule No. 22 to Lease Agreement.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Assignment and Assumption of Schedule No. 22 to Lease Agreement to be executed as of the date first above written.

ASSIGNOR:

GREENBRIER LEASING COMPANY LLC

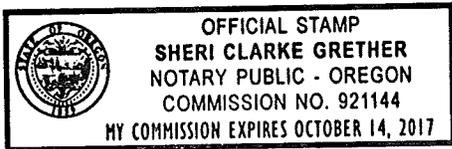
Name: *L. S. Stanley*

By: Larry Stanley

Title: Senior Vice President

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF CLACKAMAS        )

On this 18 day of February, 2015, before me appeared Larry Stanley, the person who signed this instrument, who acknowledged that ~~(s)~~ he is the Senior Vice President of GREENBRIER LEASING COMPANY LLC and that, being duly authorized, ~~(s)~~ he signed such instrument as a free act on behalf of said limited liability company.



*Sheri Clarke Grether*  
NOTARY PUBLIC for the State of Oregon  
My Commission Expires: October 14, 2017

[Assignor signature page]

[Schedule No. 22]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Assignment and Assumption of Schedule No. 22 to Lease Agreement to be executed as of the date first above written.

ASSIGNEE:

FIFTH THIRD EQUIPMENT FINANCE COMPANY

Name: Gerald Whitfield

By: \_\_\_\_\_

Title: Gerald Whitfield, VP

STATE OF OHIO )  
 ) ss.  
COUNTY OF HAMILTON )

On this 20 day of Feb, 2015, before me appeared Gerald Whitfield, the person who signed this instrument, who acknowledged that (s)he is the VP of FIFTH THIRD EQUIPMENT FINANCE COMPANY and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.

Paula D. McQueen  
NOTARY PUBLIC for the State of Ohio  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



PAULA D. McQUEEN  
Notary Public, State of Ohio  
My Commission Expires  
October 21, 2018

[Assignee signature page]

[Schedule No. 22]

**EXHIBIT A**

<b>Mark</b>	<b>Number</b>	<b>Mark</b>	<b>Number</b>	<b>Mark</b>	<b>Number</b>	<b>Mark</b>	<b>Number</b>
AOKX	480442	AOKX	480999	AOKX	481024	AOKX	481052
AOKX	480443	AOKX	481000	AOKX	481025	AOKX	481053
AOKX	480585	AOKX	481001	AOKX	481026	AOKX	481054
AOKX	480586	AOKX	481002	AOKX	481027	AOKX	481055
AOKX	480587	AOKX	481003	AOKX	481028	AOKX	481056
AOKX	480588	AOKX	481004	AOKX	481029	AOKX	481057
AOKX	480589	AOKX	481005	AOKX	481030	AOKX	481058
AOKX	480590	AOKX	481006	AOKX	481031	AOKX	481059
AOKX	480591	AOKX	481007	AOKX	481032	AOKX	481060
AOKX	480592	AOKX	481008	AOKX	481033	AOKX	481061
AOKX	480593	AOKX	481009	AOKX	481034	AOKX	481064
AOKX	480594	AOKX	481010	AOKX	481035	AOKX	481066
AOKX	480595	AOKX	481011	AOKX	481036	AOKX	481067
AOKX	480596	AOKX	481012	AOKX	481037	AOKX	481068
AOKX	480597	AOKX	481013	AOKX	481038	AOKX	481069
AOKX	480598	AOKX	481014	AOKX	481039	AOKX	481071
AOKX	480599	AOKX	481015	AOKX	481040	AOKX	481072
AOKX	480600	AOKX	481016	AOKX	481041	AOKX	481073
AOKX	480601	AOKX	481017	AOKX	481042	AOKX	481076
AOKX	480602	AOKX	481018	AOKX	481043	AOKX	481082
AOKX	480603	AOKX	481019	AOKX	481044	AOKX	481083
AOKX	480604	AOKX	481020	AOKX	481046	AOKX	481084
AOKX	480995	AOKX	481021	AOKX	481047	AOKX	481086
AOKX	480997	AOKX	481022	AOKX	481048	AOKX	481088
AOKX	480998	AOKX	481023	AOKX	481050	AOKX	481092
<b>Total</b>							<b>100 Cars</b>

**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: February 23, 2015

*Edward M. Luria*

\_\_\_\_\_  
Edward M. Luria