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

September 24, 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 Agreement, dated as of September 24, 2015, 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 and related documents previously filed with the Board under Recordation Number 31517.

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:	First Union Rail Corporation One O'Hare Centre 6520 River Road, Suite 5000 Rosemont, IL 60018
[Lessee:	Archer Daniels Midland Company 4666 Faries Parkway Decatur, IL 62526]

Section Chief
September 24, 2015
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A description of the equipment covered by the enclosed document is:

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

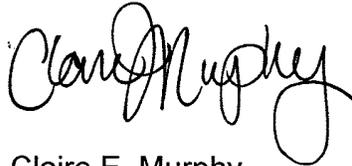
A short summary of the document to appear in the index is:

Memorandum of Assignment and Assumption 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,

A handwritten signature in black ink, appearing to read "Claire E. Murphy". The signature is written in a cursive, flowing style with a large, prominent "C" at the beginning.

Claire E. Murphy

CEM
Enclosures

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Memorandum”) dated as of September 24, 2015 is by and between BRIDGE CAPITAL LEASING, INC. (the “Assignor”) and FIRST UNION RAIL CORPORATION (the “Assignee”).

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

A. The Assignor, as lessor, and Archer Daniels Midland Company, as lessee (“Lessee”) are parties to that certain Schedule No. 2 dated as of May 1, 2014 (as so amended, the “Schedule”), to that certain Lease Agreement dated as of May 1, 2014 (the “Railcar Lease”), each by and between Assignor, as lessor, and Lessee, as lessee (the Schedule, together with the Railcar Lease solely as it pertains to the Schedule, the “Lease”). Pursuant to the Lease, the Assignor has leased to the Lessee certain railcars more particularly described in Schedule 1 attached hereto.

B. The Memorandum of Lease Schedule No. 2 dated as of December 12, 2014 by and between the Assignor, as lessor, and Lessee, as lessee, was filed under the Surface Transportation Board under the recordation number 31517.

C. The Memorandum of Partial Assignment and Assumption of Lease dated as of December 19, 2014 by and between the Assignor, as lessor, and Lessee, as lessee, was filed under the Surface Transportation Board under the recordation number 31517 A.

D. The Assignor, as assignor, and the Assignee, as assignee, are parties to that certain Purchase Agreement dated as of even date herewith, pursuant to which the Assignor has assigned to the Assignee the rights of “Lessor” under the Lease. The terms of the assignment are more particularly set forth in the above-referenced Purchase Agreement.

E. 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.

[Signatures appear on the following pages]

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 Vice President 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.

FIRST UNION RAIL CORPORATION

By: Richard F. Seymour
Name: RICHARD F. SEYMOUR
Title: VICE PRESIDENT SALES & MARKETING

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignor by authority of its _____ 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: _____
Title: _____

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 _____ 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.

FIRST UNION RAIL CORPORATION

By: _____
Name: _____
Title: _____

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignor by authority of its SVP 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: MVP
Title: SVP

**EXHIBIT A TO MEMORANDUM OF ASSIGNMENT AND ASSUMPTION
AGREEMENT**

CAR DESCRIPTION	MARKS & NUMBERS
Seventy-five (75) 29,000 gallon coiled, insulated AAR 211A100W1, 286,000 lbs. GRL tank railcars	As set forth on the following page of this Exhibit A

CAR MARKS/NUMBERS

Archer Daniels Midland Company Schedule No. 2

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

Total Cars: 75

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New Jersey, 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: September 24, 2015



Claire E. Murphy