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

September 28, 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 Lease, 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:

Transferor:	Greenbrier Leasing Company LLC One Centerpointe Drive, Suite 200 Lake Oswego, OR 97035
Transferee:	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 28, 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.

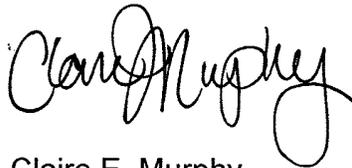
A short summary of the document to appear in the index is:

Memorandum of Assignment and Assumption 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 "Claire E. Murphy". The signature is written in a cursive style with a large, looping "M".

Claire E. Murphy

CEM
Enclosures

MEMORANDUM OF
ASSIGNMENT AND ASSUMPTION OF LEASE
[Retained Obligations and Retained Rent]

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF LEASE dated as of September 24, 2015, is made by and between Greenbrier Leasing Company LLC, an Oregon limited liability company, with an address at One Centerpointe Drive, Suite 200, Lake Oswego, Oregon 97035 (“**Transferor**”), and First Union Rail Corporation, a North Carolina corporation, with an address at One O’Hare Centre, 6250 River Road, Suite 5000, Rosemont, Illinois 60018 (“**Transferee**” and, together with Transferor, the “**Parties**”).

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Transferor and Bridge Capital Leasing, Inc. (“**Bridge**”) entered into that certain Purchase and Sale Agreement dated as of November 20, 2014, governing the sale by Transferor to Bridge of one hundred (100) 29,000 gallon coiled, insulated AAR 211A100W1, 286,000 lbs GRL tank railcars, and that certain Purchase and Sale Agreement dated as of December 19, 2014, governing the sale by Transferor to Bridge of seventy-five (75) 29,000 gallon coiled, insulated AAR 211A100W1, 286,000 lbs GRL tank railcars (collectively the 175 tank railcars are more completely identified in Exhibit A hereto, and are hereinafter referred to as the “**Cars**”, and the Purchase and Sale Agreements are hereinafter referred to as the “**Bridge Purchase Agreements**”); and

WHEREAS, in conjunction with Transferor’s sale of the Cars to Bridge, Transferor and Bridge entered into Partial Assignment and Assumption Agreements pursuant to which Transferor transferred to Bridge Transferor’s right, title and interest in, and obligations under, Schedules Nos. 1 and 2 both dated as of May 1, 2014, to the Lease Agreement dated May 1, 2014, by and between Transferor as Lessor and Archer Daniels Midland Company as Lessee (collectively, Schedules Nos. 1 and 2 are hereinafter referred to as the “**Schedules**”, and the Schedules and the Lease Agreement as it pertains to Schedules are hereinafter referred to as the “**Leases**”), governing the Lessee’s lease of the Cars, with respect to periods on and after the respective Closing Dates (as defined in the Bridge Purchase Agreements), with the exception of the Retained Obligations and Retained Rent (as such terms are defined in the Bridge Purchase Agreements); and

WHEREAS, Bridge and Transferee have entered into that certain Purchase and Sale Agreement dated as of September 24, 2015 (the “**First Union Purchase Agreement**”), pursuant to which Bridge has sold the Cars to Transferee and assigned its interest in the Leases to Transferee; and

WHEREAS, contemporaneous with the sale and assignment by Bridge to Transferee, Transferor and Transferee have entered into an Assignment and Assumption Agreement [Retained Obligations and Retained Rent] dated September 24, 2015 (the “**Assignment Agreement**”), pursuant to which Transferor has assigned to Transferee all of Transferor’s right, title and interest in the Retained Obligations and Retained Rent; and

WHEREAS, a Memorandum of Schedule No. 1 was filed with the Surface Transportation Board on November 13, 2014, under STB Recordation Number 31472, a Memorandum of Partial Assignment was filed November 25, 2014, under STB Recordation Number 31472-A in connection with the Partial Assignment between Transferor and Bridge, and a Memorandum of Assignment and Assumption Agreement was filed on September 24, 2015, under STB Recordation Number 31472-B in connection with the Assignment and Assumption Agreement between Bridge and Transferee; and

WHEREAS, a Memorandum of Schedule No. 2 was filed with the Surface Transportation Board on December 12, 2014, under STB Recordation Number 31517, a Memorandum of Partial Assignment was filed December 19, 2014, under STB Recordation Number 31517-A in connection with the Partial Assignment between Transferor and Bridge, and a Memorandum of Assignment and Assumption Agreement was filed on September 24, 2015, under STB Recordation Number 31517-B in connection with the Assignment and Assumption Agreement between Bridge and Transferee; and

WHEREAS, the Parties wish to show for the public record the assignment by Transferor to Transferee of Transferor's right, title and interest in the Retained Obligations and Retained Rent, and accordingly the Parties have caused this Memorandum to be executed by their respective duly authorized officers;

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 assignment to Transferee of Transferor's right, title and interest in the Retained Obligations and the Retained Rent with respect to periods on and after the Closing Date as defined in the First Union Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of 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.

FIRST UNION RAIL CORPORATION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of 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.

FIRST UNION RAIL CORPORATION

By:  _____

Name: RICK GROSSMAN _____

Title: VICE PRESIDENT _____

EXHIBIT A
RAILCARS

LEASE	CAR DESCRIPTION	REPORTING MARKS & NUMBERS
1 – ADM Schedule No. 1	One hundred (100) 29,000 gallon coiled, insulated AAR 211A100W1, 286,000 lbs GRL tank railcars,	As set forth in Annex 1 to Exhibit A
2 – ADM Schedule No. 2	Seventy-five (75) 29,000 gallon coiled, insulated AAR 211A100W1, 286,000 lbs GRL tank railcars,	As set forth in Annex 2 to Exhibit A

**ANNEX 1 TO
EXHIBIT A**

Schedule 1:

Mark	Number	Mark	Number	Mark	Number	Mark	Number
GBRX	701410	GBRX	701441	GBRX	701473	GBRX	701505
GBRX	701411	GBRX	701442	GBRX	701475	GBRX	701506
GBRX	701412	GBRX	701443	GBRX	701476	GBRX	701507
GBRX	701413	GBRX	701444	GBRX	701477	GBRX	701509
GBRX	701415	GBRX	701445	GBRX	701478	GBRX	701525
GBRX	701416	GBRX	701446	GBRX	701479	GBRX	701534
GBRX	701417	GBRX	701447	GBRX	701480	GBRX	701535
GBRX	701418	GBRX	701448	GBRX	701481	GBRX	701543
GBRX	701419	GBRX	701449	GBRX	701483	GBRX	701545
GBRX	701420	GBRX	701451	GBRX	701484	GBRX	701548
GBRX	701421	GBRX	701452	GBRX	701486	GBRX	701551
GBRX	701422	GBRX	701453	GBRX	701488	GBRX	701555
GBRX	701423	GBRX	701454	GBRX	701489	GBRX	701560
GBRX	701425	GBRX	701455	GBRX	701490	GBRX	701563
GBRX	701427	GBRX	701456	GBRX	701491	GBRX	701569
GBRX	701428	GBRX	701458	GBRX	701492	GBRX	701571
GBRX	701429	GBRX	701460	GBRX	701495	GBRX	701572
GBRX	701432	GBRX	701463	GBRX	701496	GBRX	701573
GBRX	701433	GBRX	701464	GBRX	701497	GBRX	701575
GBRX	701434	GBRX	701465	GBRX	701498	GBRX	701576
GBRX	701436	GBRX	701466	GBRX	701499	GBRX	701577
GBRX	701437	GBRX	701468	GBRX	701500	GBRX	701578
GBRX	701438	GBRX	701469	GBRX	701501	GBRX	701580
GBRX	701439	GBRX	701470	GBRX	701502	GBRX	701582
GBRX	701440	GBRX	701471	GBRX	701503	GBRX	701583

Total Cars: 100

**ANNEX 2 TO
EXHIBIT A**

Schedule 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 28, 2015



Claire E. Murphy