

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)

February 24, 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 Assignment and Assumption of Lease, dated as of February 21, 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 Agreement Schedule No. 11 previously filed with the Board under Recordation Number 31072.

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

Transferee:	Bridge Capital Leasing, Inc. 215 Schilling Circle Hunt Valley, MD 21031
Transferor:	Greenbrier Leasing Company, LLC One Centerpointe Drive, Suite 200 Lake Oswego, OR 97035

Chief
Section of Administration
February 24, 2014
Page 2

A description of the railroad equipment covered by the enclosed document is:

20 auto hauler railcars: AOK 502751 – AOK 502770 (to be remarked and renumbered FXE 518100 – FXE 518119).

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 \$44.00 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 ASSIGNMENT AND ASSUMPTION OF LEASE

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF LEASE dated as of February 21, 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 February 21, 2014 relating to the sale by Transferor to Transferee of twenty (20) cars 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. 11 dated as of July 22, 2013 to the Lease Agreement dated as of May 16, 2000, by and between Transferor and Ferrocarril Mexicano, S.A. de C.V. as Lessee (the “**Lease Agreement**”), as it relates to the Cars, with respect to periods on and after the date hereof (the “**Assigned Interests**”);

WHEREAS, pursuant to the Purchase Agreement and an Assignment and Assumption Agreement therewith (the “**Assignment Agreement**”), Assignee has acquired the Assigned Interests;

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

WHEREAS, a Memorandum of Schedule No. 11 was filed with the Surface Transportation Board on February 5, 2014, and assigned recordation number 31072; 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.

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: James T. Sharp
Title: 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 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.

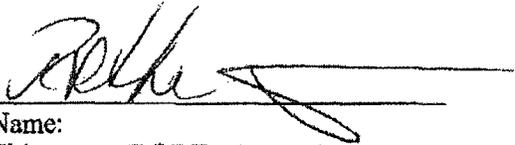
By: 
Name:
Title: ROBERT J. HONEYCUTT
VICE PRESIDENT

EXHIBIT A

	Mark/Number (As delivered to FXE)		Mark/Number (As re-marked by FXE)		Date of Re- marking
1	AOK	502751	FXE	518100	1/29/2014
2	AOK	502752	FXE	518101	TBD
3	AOK	502753	FXE	518102	TBD
4	AOK	502754	FXE	518103	1/29/2014
5	AOK	502755	FXE	518104	TBD
6	AOK	502756	FXE	518105	1/31/2014
7	AOK	502757	FXE	518106	TBD
8	AOK	502758	FXE	518107	1/31/2014
9	AOK	502759	FXE	518108	1/31/2014
10	AOK	502760	FXE	518109	TBD
11	AOK	502761	FXE	518110	1/29/2014
12	AOK	502762	FXE	518111	TBD
13	AOK	502763	FXE	518112	TBD
14	AOK	502764	FXE	518113	1/30/2014
15	AOK	502765	FXE	518114	TBD
16	AOK	502766	FXE	518115	TBD
17	AOK	502767	FXE	518116	TBD
18	AOK	502768	FXE	518117	1/17/2014
19	AOK	502769	FXE	518118	TBD
20	AOK	502770	FXE	518119	TBD

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: 2/24/14

Edward M Luria
Edward M. Luria