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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
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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 Schedule No. 18 to Lease Agreement and related documents previously filed with the Board under Recordation Number 31406.

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: EOG Resources, Inc.
111 Bagby, Sky Lobby 2
Houston, TX 77002]

Section Chief
September 28, 2015
Page 2

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

100 covered hopper railcars within the series AOKX 499399 – AOKX 499572 as more particularly set forth on the attachment to the document.

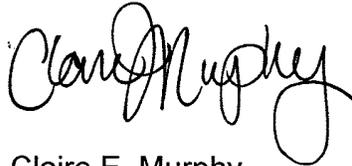
A short summary of the document to appear in the index is:

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, flowing style with a large loop at the end of the last name.

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 October 28, 2014 (the “**Bridge Purchase Agreement**”), governing the sale by Transferor to Bridge of three hundred (300) covered hopper railcars, as identified in Exhibit A hereto, (the “**Cars**”); 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. 18 and 19 both executed June 9, 2014, and effective May 1, 2014, and Schedule No. 20 executed October 13, 2014, and effective September 7, 2014, to the Lease Agreement dated May 9, 2011, and effective October 1, 2010, as amended effective July 31, 2013, by and between Transferor as Lessor and EOG Resources, Inc. as Lessee (collectively, Schedules No. 18, 19 and 20 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 Agreement); 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. 18 was filed with the Surface Transportation Board on September 29, 2014, under STB Recordation Number 31406, a Memorandum of Partial Assignment was filed on October 28, 2014, under STB Recordation Number 31406-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 31406-B in connection with the Assignment and Assumption Agreement between Bridge and Transferee; and

WHEREAS, a Memorandum of Schedule No. 19 was filed with the Surface Transportation Board on September 29, 2014, under STB Recordation Number 31407, a Memorandum of Partial Assignment

was filed on October 28, 2014, under STB Recordation Number 31407-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 31407-B in connection with the Assignment and Assumption Agreement between Bridge and Transferee; and

WHEREAS, a Memorandum of Schedule No. 20 was filed with the Surface Transportation Board on October 28, 2014, under STB Recordation Number 31447, a Memorandum of Partial Assignment was filed on November 25, 2014, under STB Recordation Number 31447-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 31447-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 – EOG Schedule No. 18	One hundred (100) 3,250 c.f. capacity covered hopper railcars, 286,000 lbs. GRL, with three 30-inch circular loading hatches and two low profile discharge gates	As set forth in Annex 1 to Exhibit A
2 – EOG Schedule No. 19	One hundred (100) 3,250 c.f. capacity covered hopper railcars, 286,000 lbs. GRL, with three 30-inch circular loading hatches and two low profile discharge gates	As set forth in Annex 2 to Exhibit A
3 – EOG Schedule No. 20	One hundred (100) 3,250 c.f. capacity covered hopper railcars, 286,000 lbs. GRL, with three 30-inch circular loading hatches and two low profile discharge gates	As set forth in Annex 3 to Exhibit A

**ANNEX 1 TO
EXHIBIT A**

Schedule 18:

Mark	Number	Mark	Number	Mark	Number	Mark	Number
AOKX	499399	AOKX	499479	AOKX	499505	AOKX	499547
AOKX	499409	AOKX	499480	AOKX	499506	AOKX	499548
AOKX	499410	AOKX	499481	AOKX	499507	AOKX	499549
AOKX	499411	AOKX	499482	AOKX	499508	AOKX	499550
AOKX	499412	AOKX	499483	AOKX	499509	AOKX	499551
AOKX	499413	AOKX	499484	AOKX	499510	AOKX	499552
AOKX	499414	AOKX	499485	AOKX	499511	AOKX	499553
AOKX	499415	AOKX	499486	AOKX	499512	AOKX	499554
AOKX	499416	AOKX	499487	AOKX	499513	AOKX	499555
AOKX	499417	AOKX	499488	AOKX	499514	AOKX	499556
AOKX	499418	AOKX	499489	AOKX	499520	AOKX	499557
AOKX	499419	AOKX	499490	AOKX	499533	AOKX	499558
AOKX	499420	AOKX	499491	AOKX	499534	AOKX	499559
AOKX	499421	AOKX	499492	AOKX	499535	AOKX	499560
AOKX	499423	AOKX	499493	AOKX	499536	AOKX	499561
AOKX	499424	AOKX	499494	AOKX	499537	AOKX	499562
AOKX	499425	AOKX	499495	AOKX	499538	AOKX	499563
AOKX	499426	AOKX	499496	AOKX	499539	AOKX	499564
AOKX	499427	AOKX	499498	AOKX	499540	AOKX	499565
AOKX	499428	AOKX	499499	AOKX	499541	AOKX	499567
AOKX	499429	AOKX	499500	AOKX	499542	AOKX	499568
AOKX	499430	AOKX	499501	AOKX	499543	AOKX	499569
AOKX	499431	AOKX	499502	AOKX	499544	AOKX	499570
AOKX	499432	AOKX	499503	AOKX	499545	AOKX	499571
AOKX	499478	AOKX	499504	AOKX	499546	AOKX	499572

Total Cars: 100

**ANNEX 2 TO
EXHIBIT A**

Schedule 19:

Mark	Number	Mark	Number	Mark	Number	Mark	Number
AOKX	498891	AOKX	499123	AOKX	499148	AOKX	499355
AOKX	498892	AOKX	499124	AOKX	499149	AOKX	499356
AOKX	498893	AOKX	499125	AOKX	499150	AOKX	499357
AOKX	498894	AOKX	499126	AOKX	499151	AOKX	499358
AOKX	498895	AOKX	499127	AOKX	499152	AOKX	499359
AOKX	499074	AOKX	499128	AOKX	499153	AOKX	499360
AOKX	499075	AOKX	499129	AOKX	499154	AOKX	499361
AOKX	499076	AOKX	499130	AOKX	499155	AOKX	499362
AOKX	499078	AOKX	499131	AOKX	499156	AOKX	499363
AOKX	499079	AOKX	499132	AOKX	499157	AOKX	499364
AOKX	499080	AOKX	499133	AOKX	499158	AOKX	499365
AOKX	499081	AOKX	499134	AOKX	499159	AOKX	499366
AOKX	499110	AOKX	499135	AOKX	499160	AOKX	499388
AOKX	499111	AOKX	499136	AOKX	499161	AOKX	499393
AOKX	499112	AOKX	499137	AOKX	499162	AOKX	499395
AOKX	499113	AOKX	499138	AOKX	499163	AOKX	499398
AOKX	499114	AOKX	499139	AOKX	499164	AOKX	499400
AOKX	499115	AOKX	499140	AOKX	499330	AOKX	499401
AOKX	499116	AOKX	499141	AOKX	499335	AOKX	499402
AOKX	499117	AOKX	499142	AOKX	499336	AOKX	499403
AOKX	499118	AOKX	499143	AOKX	499347	AOKX	499404
AOKX	499119	AOKX	499144	AOKX	499348	AOKX	499405
AOKX	499120	AOKX	499145	AOKX	499351	AOKX	499406
AOKX	499121	AOKX	499146	AOKX	499352	AOKX	499407
AOKX	499122	AOKX	499147	AOKX	499353	AOKX	499408

Total Cars: 100

**ANNEX 3 TO
EXHIBIT A**

Schedule 20:

Mark	Number	Mark	Number	Mark	Number	Mark	Number
AOKX	480035	AOKX	480284	AOKX	480356	AOKX	499600
AOKX	480038	AOKX	480285	AOKX	480357	AOKX	499601
AOKX	480039	AOKX	480286	AOKX	480358	AOKX	499602
AOKX	480040	AOKX	480287	AOKX	480359	AOKX	499603
AOKX	480042	AOKX	480288	AOKX	480360	AOKX	499604
AOKX	480043	AOKX	480289	AOKX	480361	AOKX	499605
AOKX	480044	AOKX	480290	AOKX	499573	AOKX	499606
AOKX	480045	AOKX	480291	AOKX	499574	AOKX	499607
AOKX	480046	AOKX	480292	AOKX	499575	AOKX	499608
AOKX	480047	AOKX	480293	AOKX	499576	AOKX	499609
AOKX	480048	AOKX	480294	AOKX	499577	AOKX	499610
AOKX	480049	AOKX	480295	AOKX	499578	AOKX	499611
AOKX	480050	AOKX	480296	AOKX	499579	AOKX	499612
AOKX	480269	AOKX	480307	AOKX	499580	AOKX	499613
AOKX	480271	AOKX	480308	AOKX	499581	AOKX	499614
AOKX	480272	AOKX	480339	AOKX	499582	AOKX	499615
AOKX	480273	AOKX	480340	AOKX	499591	AOKX	499616
AOKX	480274	AOKX	480342	AOKX	499592	AOKX	499617
AOKX	480277	AOKX	480343	AOKX	499593	AOKX	499618
AOKX	480278	AOKX	480344	AOKX	499594	AOKX	499619
AOKX	480279	AOKX	480345	AOKX	499595	AOKX	499620
AOKX	480280	AOKX	480346	AOKX	499596	AOKX	499621
AOKX	480281	AOKX	480347	AOKX	499597	AOKX	499622
AOKX	480282	AOKX	480351	AOKX	499598	AOKX	499623
AOKX	480283	AOKX	480352	AOKX	499599	AOKX	499624

Total Cars: 100

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