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

November 25, 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 Partial Assignment and Assumption of Lease, dated as of November 25, 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 Schedule No. 1 previously filed with the Board under Recordation Number 31472.

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:	Bridge Capital Leasing, Inc. 215 Schilling Circle, Suite 100 Hunt Valley, MD 21031
[Lessee:	Archer Daniels Midland Company 4666 Faries Parkway Decatur, IL 62526]

Section Chief
November 25, 2014
Page 2

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

100 railcars within the series GBRX 701410 – GBRX 701583 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 Partial 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,


for

Edward M. Luria

EML/cem
Enclosures

MEMORANDUM OF
PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE

THIS MEMORANDUM OF PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE dated as of November 25, 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 November 20, 2014 relating to the sale by Transferor to Transferee of one hundred (100) railcars 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. 1 dated as of May 1, 2014 (the “**Schedule**”), to the Lease Agreement made as of May 1, 2014, by and between Transferor as lessor and Archer Daniels Midland Company as lessee (the “**Lease Agreement**”), as it relates to the Cars, with respect to periods on and after the Closing Date (as defined in the Purchase Agreement) with the exception of the Retained Obligations and Retained Rent (as defined in the Purchase Agreement)(the “**Assigned Interests**”);

WHEREAS, pursuant to the Purchase Agreement and a Partial Assignment and Assumption Agreement of even date therewith (the “**Assignment Agreement**”), Assignee has acquired the Assigned Interests as of the Closing Date;

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

WHEREAS, a Memorandum of Schedule No. 1 was filed with the Surface Transportation Board on November 13, 2014 under STB Recordation Number 31472; and

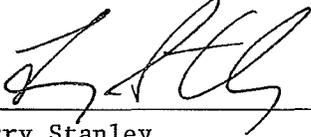
WHEREAS, the Parties wish to show for the public record the existence of the aforesaid assignment by Transferor of its right, title and interest in the Cars and in the Assigned Interests, and accordingly the Parties have caused this Memorandum to be executed by their respective duly authorized officers, 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, with respect to periods on and after the Closing Date with the exception of the Retained Obligations and Retained Rent.

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Partial 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 Stanley
Title: Senior 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.

BRIDGE CAPITAL LEASING, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Partial 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: *MJ POWERS*
Title: *SVP*

EXHIBIT A

LESSEE / LEASE	CAR DESCRIPTION	REPORTING MARKS & NUMBERS
Archer Daniels Midland Company Schedule No. 1 dated as of May 1, 2014, to the Lease Agreement made as of May 1, 2014	One hundred (100) 29,000 gallon coiled, insulated AAR 211A100W1, 286,000 lbs GRL tank railcars	As listed on the following page of this Exhibit A.

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

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: 11/25/14

Edward M Luria
Edward M. Luria