

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)

August 22, 2104

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 August 15, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Railcar Lease previously filed with the Board under Recordation Number 31281.

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

Transferee: Bridge Capital Leasing, Inc.
215 Schilling Circle
Hunt Valley, Maryland 21031

Transferor: Greenbrier Leasing Company, LLC
One Centerpointe Drive, Suite 200
Lake Oswego, Oregon 97035

Chief, Section of Administration
August 22, 2014
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A description of the railroad equipment covered by the enclosed document is:

100 covered hopper railcars within the series 67150 through AOK 67399 as set forth in 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 \$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 be 'E. M. Luria', written over a horizontal line.

Edward M. Luria

EML/sem
Enclosures

**MEMORANDUM OF
PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE**

THIS MEMORANDUM OF PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE dated as of August 15, 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 August 15, 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 Rider No. 02 dated as of January 15, 2014 (the “**Rider**”), to the Master Lease Agreement dated as of September 1, 2005, by and between Transferor as lessor and Union Pacific Railroad 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 Rider and the Lease Agreement;

WHEREAS, a Memorandum of Rider No. 02 was filed with the Surface Transportation Board on July 7, 2014 (STB Recordation Number 31281); 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 Rider 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:
Title: **ROBERT J. HONEYCUTT**
VICE PRESIDENT

EXHIBIT A

LESSEE / LEASE	CAR DESCRIPTION	REPORTING MARKS & NUMBERS
Union Pacific Railroad Company Rider No. 02 to the Master Lease Agreement dated as of September 1, 2005	One hundred (100) 5,200 cubic foot capacity covered hopper railcars, 286,000 lbs. GRL	As listed on the following page of this Exhibit A.

Unit Mark	Unit Number						
AOK	67150	AOK	67196	AOK	67221	AOK	67257
AOK	67152	AOK	67197	AOK	67222	AOK	67258
AOK	67153	AOK	67198	AOK	67223	AOK	67259
AOK	67154	AOK	67199	AOK	67224	AOK	67269
AOK	67155	AOK	67200	AOK	67225	AOK	67292
AOK	67160	AOK	67201	AOK	67226	AOK	67294
AOK	67161	AOK	67202	AOK	67228	AOK	67299
AOK	67163	AOK	67203	AOK	67229	AOK	67300
AOK	67166	AOK	67204	AOK	67230	AOK	67301
AOK	67167	AOK	67205	AOK	67235	AOK	67310
AOK	67168	AOK	67206	AOK	67236	AOK	67385
AOK	67169	AOK	67207	AOK	67237	AOK	67386
AOK	67171	AOK	67208	AOK	67238	AOK	67387
AOK	67172	AOK	67209	AOK	67239	AOK	67388
AOK	67173	AOK	67210	AOK	67241	AOK	67389
AOK	67183	AOK	67211	AOK	67242	AOK	67390
AOK	67184	AOK	67212	AOK	67243	AOK	67391
AOK	67188	AOK	67213	AOK	67244	AOK	67392
AOK	67189	AOK	67214	AOK	67245	AOK	67393
AOK	67190	AOK	67215	AOK	67246	AOK	67394
AOK	67191	AOK	67216	AOK	67247	AOK	67395
AOK	67192	AOK	67217	AOK	67248	AOK	67396
AOK	67193	AOK	67218	AOK	67249	AOK	67397
AOK	67194	AOK	67219	AOK	67253	AOK	67398
AOK	67195	AOK	67220	AOK	67255	AOK	67399

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: 8/22/14

Edward M Luria
Edward M. Luria