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

September 24, 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 Agreement, 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. 19 to Lease Agreement and related documents previously filed with the Board under Recordation Number 31407.

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

Assignor:	Bridge Capital Leasing, Inc. 215 Schilling Circle, Suite 100 Hunt Valley, MD 21031
Assignee:	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 24, 2015
Page 2

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

100 covered hopper railcars within the series AOKX 498891 – AOKX 499408 as more particularly set forth on the attachment to the document.

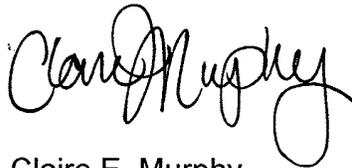
A short summary of the document to appear in the index is:

Memorandum of Assignment and Assumption Agreement.

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, looped "M".

Claire E. Murphy

CEM
Enclosures

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Memorandum") dated as of September 24, 2015 is by and between BRIDGE CAPITAL LEASING, INC. (the "Assignor") and FIRST UNION RAIL CORPORATION (the "Assignee").

The parties to this Memorandum hereby acknowledge and confirm the following:

A. The Assignor, as lessor, and EOG Resources, Inc., as lessee ("Lessee") are parties to that certain Schedule No. 19 executed June 9, 2014, and effective as of May 1, 2014 (as so amended, the "Schedule"), to that certain Lease Agreement dated May 9, 2011 and effective as of October 1, 2010, and amended on July 31, 2013 (the "Railcar Lease"), each by and between Assignor, as lessor, and Lessee, as lessee (the Schedule, together with the Railcar Lease solely as it pertains to the Schedule, the "Lease"). Pursuant to the Lease, the Assignor has leased to the Lessee certain railcars more particularly described in Schedule 1 attached hereto.

B. The Memorandum of Schedule No. 19 to Lease Agreement dated as of September 29, 2014 by and between the Assignor, as lessor, and Lessee, as lessee, was filed under the Surface Transportation Board under the recordation number 31407.

C. The Memorandum of Partial Assignment and Assumption of Lease dated as of October 28, 2014 by and between the Assignor, as lessor, and Lessee, as lessee, was filed under the Surface Transportation Board under the recordation number 31407 A.

D. The Assignor, as assignor, and the Assignee, as assignee, are parties to that certain Purchase Agreement dated as of even date herewith, pursuant to which the Assignor has assigned to the Assignee the rights of "Lessor" under the Lease. The terms of the assignment are more particularly set forth in the above-referenced Purchase Agreement.

E. The parties hereto wish to show for public record this Memorandum and accordingly have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first above written. This Memorandum may be executed in counterparts, each such counterpart shall be binding on both parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the first date herein above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignee by authority of its Vice President and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignee. I further declare under penalty of perjury that the foregoing is true and correct.

FIRST UNION RAIL CORPORATION

By: Richard F. Seymour
Name: RICHARD F. SEYMOUR
Title: VICE PRESIDENT SALES & MARKETING

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignor by authority of its _____ and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignor. I further declare under penalty of perjury that the foregoing is true and correct.

BRIDGE CAPITAL LEASING, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the first date herein above written.

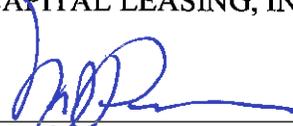
I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignee by authority of its _____ and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignee. I further declare under penalty of perjury that the foregoing is true and correct.

FIRST UNION RAIL CORPORATION

By: _____
Name: _____
Title: _____

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignor by authority of its SVP and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignor. I further declare under penalty of perjury that the foregoing is true and correct.

BRIDGE CAPITAL LEASING, INC.

By:  _____
Name: MJP _____
Title: SVP _____

**EXHIBIT A TO MEMORANDUM OF ASSIGNMENT AND ASSUMPTION
AGREEMENT**

CAR DESCRIPTION	MARKS & NUMBERS
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 on the following page of this Exhibit A

CAR MARKS/NUMBERS

EOG Resources, Inc. Schedule No. 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	499 127	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

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 24, 2015



Claire E. Murphy