

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

December 19, 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 December 19, 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. 3 previously filed with the Board under Recordation Number 31497.

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:	Schlumberger Technology Corporation 300 Schlumberger Drive Sugar Land, TX 77478]

Section Chief
December 19, 2014
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A description of the equipment covered by the enclosed document is:

100 covered hopper railcars: DSIX 1200 – DSIX 1299, inclusive.

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,


for

Edward M. Luria

EML/cem
Enclosures

MEMORANDUM OF
ASSIGNMENT AND ASSUMPTION OF LEASE

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF LEASE dated as of December 19, 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 December 19, 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. 3 dated as of April 15, 2014 (the “**Schedule**”), to the Lease Agreement made as of April 15, 2014, by and between Transferor as lessor and Schlumberger Technology Corporation 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)(the “**Assigned Interests**”);

WHEREAS, pursuant to the Purchase Agreement and an 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. 3 was filed with the Surface Transportation Board on November 21, 2014 under STB Recordation Number 31497; 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.

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.

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: *MJPowers*
Title: *SVP*

EXHIBIT A

LESSEE / LEASE	CAR DESCRIPTION	REPORTING MARKS & NUMBERS
Schlumberger Technology Corporation Schedule No. 3 dated as of April 15, 2014, to the Lease Agreement made as of April 15, 2014	One hundred (100) 3250 cf covered hopper railcars, 286,000 lbs GRL	As listed on the following page of this Exhibit A.

Mark	Number	Mark	Number	Mark	Number	Mark	Number
DSIX	1200	DSIX	1225	DSIX	1250	DSIX	1275
DSIX	1201	DSIX	1226	DSIX	1251	DSIX	1276
DSIX	1202	DSIX	1227	DSIX	1252	DSIX	1277
DSIX	1203	DSIX	1228	DSIX	1253	DSIX	1278
DSIX	1204	DSIX	1229	DSIX	1254	DSIX	1279
DSIX	1205	DSIX	1230	DSIX	1255	DSIX	1280
DSIX	1206	DSIX	1231	DSIX	1256	DSIX	1281
DSIX	1207	DSIX	1232	DSIX	1257	DSIX	1282
DSIX	1208	DSIX	1233	DSIX	1258	DSIX	1283
DSIX	1209	DSIX	1234	DSIX	1259	DSIX	1284
DSIX	1210	DSIX	1235	DSIX	1260	DSIX	1285
DSIX	1211	DSIX	1236	DSIX	1261	DSIX	1286
DSIX	1212	DSIX	1237	DSIX	1262	DSIX	1287
DSIX	1213	DSIX	1238	DSIX	1263	DSIX	1288
DSIX	1214	DSIX	1239	DSIX	1264	DSIX	1289
DSIX	1215	DSIX	1240	DSIX	1265	DSIX	1290
DSIX	1216	DSIX	1241	DSIX	1266	DSIX	1291
DSIX	1217	DSIX	1242	DSIX	1267	DSIX	1292
DSIX	1218	DSIX	1243	DSIX	1268	DSIX	1293
DSIX	1219	DSIX	1244	DSIX	1269	DSIX	1294
DSIX	1220	DSIX	1245	DSIX	1270	DSIX	1295
DSIX	1221	DSIX	1246	DSIX	1271	DSIX	1296
DSIX	1222	DSIX	1247	DSIX	1272	DSIX	1297
DSIX	1223	DSIX	1248	DSIX	1273	DSIX	1298
DSIX	1224	DSIX	1249	DSIX	1274	DSIX	1299

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: 12/19/14

Edward M Luria
Edward M. Luria