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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. 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:

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
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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.

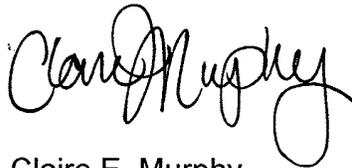
A short summary of the document to appear in the index is:

Memorandum of Assignment and Assumption 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, flowing style.

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. 18 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. 18 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 31406.

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 31406 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. 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

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