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

May 30, 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 of Lease, dated as of May 29, 2014, 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. 6 to Lease Agreement previously filed with the Board under Recordation Number 31172.

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

Transferor:	Greenbrier Leasing Company LLC One Centerpointe Drive, Suite 200 Lake Oswego, Oregon 97035
Transferee:	Capital One Equipment Finance Corp. 275 Broad Hollow Road Melville, NY 11747

Chief, Section of Administration
May 30, 2014
Page 2

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

100 covered hopper railcars: AOKX 494949, AOKX 494950, AOKX 494968 and within the series AOKX 496907 - AOKX 497455 as more particularly set forth in the attachment to the document.

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

Memorandum of Partial Assignment 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 in a cursive style.

Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF PARTIAL ASSIGNMENT OF LEASE

THIS MEMORANDUM OF PARTIAL ASSIGNMENT OF LEASE dated as of May 29, 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 Capital One Equipment Finance Corp., a New York corporation, with an address at 275 Broad Hollow Road, Melville, NY 11747 (“**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 May 29, 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. 6 dated January 15, 2014, and effective as of December 1, 2013, to the Lease Agreement effective as of October 1, 2011, by and between Transferor and CARBO Ceramics Inc. as Lessee (the “**Lease Agreement**”), as it relates to the Cars, with respect to periods on and after the date hereof with the exception of certain retained obligations and retained rents identified 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;

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

WHEREAS, a Memorandum of Schedule No. 6 was filed with the Surface Transportation Board on April 23, 2014, and assigned recordation number 31172; 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.

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Partial Assignment 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: JT SHARP
Title: 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.

CAPITAL ONE EQUIPMENT FINANCE CORP.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Partial Assignment 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.

CAPITAL ONE EQUIPMENT FINANCE CORP.

By: _____

Name: Michael Powers

Title: SUP

EXHIBIT A

LESSEE / LEASE	CAR DESCRIPTION	REPORTING MARKS & NUMBERS
CARBO Ceramics Inc. (Schedule 6)	One hundred (100) 3,250 cubic foot capacity covered hopper railcars, 286,000 lbs. GRL, with three 30-inch circular loading hatches and two low-profile discharge gates	100 cars from the series AOKX 494930 through AOKX 497455, not inclusive. See detailed car list below this table.

Carbo Ceramics Inc. – Lease Schedule No. 6 – 100 railcars

Mark	Number	Mark	Number	Mark	Number		
AOKX	494949	AOKX	497349	AOKX	497420	AOKX	497291
AOKX	494950	AOKX	497350	AOKX	497424	AOKX	497315
AOKX	494968	AOKX	497352	AOKX	497425	AOKX	497341
AOKX	496907	AOKX	497353	AOKX	497426	AOKX	497342
AOKX	496944	AOKX	497354	AOKX	497427	AOKX	497414
AOKX	496945	AOKX	497356	AOKX	497428	AOKX	497415
AOKX	496952	AOKX	497359	AOKX	497429	AOKX	497418
AOKX	496959	AOKX	497363	AOKX	497430	AOKX	497419
AOKX	496961	AOKX	497364	AOKX	497431	AOKX	497454
AOKX	497041	AOKX	497365	AOKX	497432	AOKX	497455
AOKX	497046	AOKX	497375	AOKX	497433	Total	100 Cars
AOKX	497096	AOKX	497395	AOKX	497434		
AOKX	497112	AOKX	497396	AOKX	497435		
AOKX	497115	AOKX	497397	AOKX	497436		
AOKX	497124	AOKX	497398	AOKX	497437		
AOKX	497233	AOKX	497399	AOKX	497438		
AOKX	497235	AOKX	497400	AOKX	497439		
AOKX	497241	AOKX	497401	AOKX	497440		
AOKX	497243	AOKX	497402	AOKX	497441		
AOKX	497244	AOKX	497403	AOKX	497442		
AOKX	497245	AOKX	497404	AOKX	497444		
AOKX	497256	AOKX	497405	AOKX	497445		
AOKX	497264	AOKX	497406	AOKX	497446		
AOKX	497266	AOKX	497407	AOKX	497447		
AOKX	497280	AOKX	497408	AOKX	497448		
AOKX	497281	AOKX	497409	AOKX	497449		
AOKX	497286	AOKX	497410	AOKX	497450		
AOKX	497287	AOKX	497411	AOKX	497451		
AOKX	497288	AOKX	497412	AOKX	497452		
AOKX	497289	AOKX	497413	AOKX	497453		

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: 5/30/14

Edward M Luria
Edward M. Luria