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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)  
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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 Lease Schedule No. 1 and related documents previously filed with the Board under Recordation Number 31472.

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:	Archer Daniels Midland Company 4666 Faries Parkway Decatur, IL 62526]

Section Chief  
September 24, 2015  
Page 2

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

100 tank railcars within the series GBRX 701410 – GBRX 701583 as more particularly set forth on the attachment to the document.

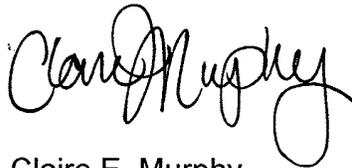
A short summary of the document to appear in the index is:

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 Archer Daniels Midland Company, as lessee (“Lessee”) are parties to that certain Schedule No. 1 dated as of May 1, 2014 (as so amended, the “Schedule”), to that certain Lease Agreement dated as of May 1, 2014 (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 Lease Schedule No. 1 dated as of November 13, 2014 by and between the Assignor, as lessor, and Lessee, as lessee, was filed under the Surface Transportation Board under the recordation number 31472.

C. The Memorandum of Partial Assignment and Assumption of Lease dated as of November 25, 2014 by and between the Assignor, as lessor, and Lessee, as lessee, was filed under the Surface Transportation Board under the recordation number 31472 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.

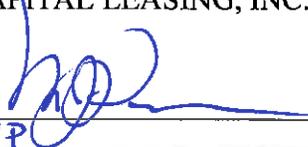
*I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignee by authority of its \_\_\_\_\_ and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignee. I further declare under penalty of perjury that the foregoing 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: MUP \_\_\_\_\_  
Title: SVP \_\_\_\_\_

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

<b>CAR DESCRIPTION</b>	<b>MARKS &amp; NUMBERS</b>
One hundred (100) 29,000 gallon coiled, insulated AAR 211A100W1, 286,000 lbs. GRL tank railcars	As set forth on the following page of this Exhibit A

## CAR MARKS/NUMBERS

Archer Daniels Midland Company Schedule No. 1

<b>Mark</b>	<b>Number</b>	<b>Mark</b>	<b>Number</b>	<b>Mark</b>	<b>Number</b>	<b>Mark</b>	<b>Number</b>
GBRX	701410	GBRX	701441	GBRX	701473	GBRX	701505
GBRX	701411	GBRX	701442	GBRX	701475	GBRX	701506
GBRX	701412	GBRX	701443	GBRX	701476	GBRX	701507
GBRX	701413	GBRX	701444	GBRX	701477	GBRX	701509
GBRX	701415	GBRX	701445	GBRX	701478	GBRX	701525
GBRX	701416	GBRX	701446	GBRX	701479	GBRX	701534
GBRX	701417	GBRX	701447	GBRX	701480	GBRX	701535
GBRX	701418	GBRX	701448	GBRX	701481	GBRX	701543
GBRX	701419	GBRX	701449	GBRX	701483	GBRX	701545
GBRX	701420	GBRX	701451	GBRX	701484	GBRX	701548
GBRX	701421	GBRX	701452	GBRX	701486	GBRX	701551
GBRX	701422	GBRX	701453	GBRX	701488	GBRX	701555
GBRX	701423	GBRX	701454	GBRX	701489	GBRX	701560
GBRX	701425	GBRX	701455	GBRX	701490	GBRX	701563
GBRX	701427	GBRX	701456	GBRX	701491	GBRX	701569
GBRX	701428	GBRX	701458	GBRX	701492	GBRX	701571
GBRX	701429	GBRX	701460	GBRX	701495	GBRX	701572
GBRX	701432	GBRX	701463	GBRX	701496	GBRX	701573
GBRX	701433	GBRX	701464	GBRX	701497	GBRX	701575
GBRX	701434	GBRX	701465	GBRX	701498	GBRX	701576
GBRX	701436	GBRX	701466	GBRX	701499	GBRX	701577
GBRX	701437	GBRX	701468	GBRX	701500	GBRX	701578
GBRX	701438	GBRX	701469	GBRX	701501	GBRX	701580
GBRX	701439	GBRX	701470	GBRX	701502	GBRX	701582
GBRX	701440	GBRX	701471	GBRX	701503	GBRX	701583

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